

025970

AMENDMENT TO
INDENTURE OF TRUST AND RESTRICTIONS
OF
ANTIRE VALLEY [FORMERLY ANTIRE SPRINGS]

THIS INDENTURE, made and entered into this 14th day of February, 1986, by and between WEST COUNTY CONSTRUCTION COMPANY, INC., A Missouri Corporation, and HUNTLEY CONSTRUCTION COMPANY, a Missouri Corporation, jointly and severally hereinafter called First Party, and WAYNE C. KENNEDY, MARY A. KENNEDY, JOE K. LEONARD, all of the State of Missouri, Second Party, hereinafter referred to as "Trustees": WAYNE C. KENNEDY

9401 WHITE — ST. LOUIS Mo. 63144

W I T N E S S E T H T H A T:

WHEREAS, HUNTLEY CONSTRUCTION COMPANY, ["Huntley"] is now the successor developer to WEST COUNTY CONSTRUCTION COMPANY ["West County"] in respect of the property encumbered by the Indenture of Trust and Restrictions [the "Indenture"] recorded in Book 695 at Page 56 of the Jefferson County, Missouri records, and

WHEREAS, WAYNE C. KENNEDY, MARY A. KENNEDY, and JOE K. LEONARD [collectively the "Original Trustees"] desire to amend the Indenture, and

WHEREAS, MARY A. KENNEDY and JOE K. LEONARD desire to resign in favor of IRA S. WALKER and FRED M. KEMP, respectively, [collectively the "Kemp Trustees"], and

WHEREAS, Original Trustees, Kemp Trustees and First Party desire to amend the Indenture,

NOW, THEREFORE, the Indenture is amended and restated in accordance with the following:

1] Wherever the name "Antire Springs" appears in the Indenture, such name shall be deemed amended to read "Antire Valley (formerly Antire Springs)".

2] Reservation of expenditures under Article II of the Indenture are reserved and assigned to Huntley.

3] MARY A. KENNEDY and JOE K. LEONARD resign as Trustees, and IRA S. WALKER and FRED M. KEMP, respectively are appointed as Successor Trustees, effective upon their acceptance (on this Agreement) of their appointment, to serve until Huntley no longer owns any of the property encumbered by the Indenture, Huntley, until such time, to have the exclusive right to remove and appoint all successors

to the Successor Trustees and Original Trustees, subject to the provisions applicable when fifty percent (50%) then ninety-five percent (95%) of all the platted lots of Antire Valley plats have been developed with residences and sold.

4] In Section 6 of Article IV, the words "for weekly trash pickup" are deleted, and notwithstanding contrary provisions, if any, in the Indenture, the Trustees shall have no obligation or duty in respect of trash pickup and garbage disposal, and the providing of such services shall be in the sole discretion of the Trustees.

5] Notwithstanding contrary provisions, if any, in the Indenture, Trustees shall have no obligation or duty in respect of making any provisions for individual lighting in the property encumbered by the Indenture, nor for the maintenance and repair of any sewer lines or sewage disposal treatment system, maintenance and repair of the sewage disposal system having been undertaken by Northeast Public Sewer District. The last sentence of section 2 of Article VI is deleted.

6] The figures and words "Two Hundred Fifty (\$250.00) Dollars" in lines 3 and 4 of Section 1(a) of Article V are amended to read "Ninety Five and no/100 Dollars (\$95.00)

7] In Article VI:

(A) The minimum on site parking spaces provided for in Section 2 is amended to seventeen feet (17') by twenty feet (20'), instead of the requirements now provided for.

(B) Notwithstanding contrary provisions in the Indenture, the minimum square footage in any residence on any lot, exclusive of basement, porches and garages, shall be Nine Hundred (900) square feet.

8] So long as Huntley owns any land encumbered by Indenture, Huntley shall have the right to amend the Indenture, except that the regular annual assessment hereinabove provided for may not be increased without the consent of two-thirds (2/3) of the lot owners. West County's consent to any amendment is hereby waived.

9] The lien of any assessment under the Indenture as amended is**

10] Indenture, as amended and restated herein, is hereby confirmed to be in full force and effect, and this amendment and restatement shall become effective, upon

** hereby made subordinate and junior to the lien of any mortgage or deed of trust the holder of which is the United States of America, the Veterans Administration, the Department of Housing and Urban Development, or by any bank, savings and loan association, retirement or pension fund.

approval in writing by not less than two-thirds (2/3) of the owners of lots encumbered by Indenture.

[S E A L]

WEST COUNTY CONSTRUCTION COMPANY, INC.,

By: Wayne C. Kennedy
Title: President
Wayne C. Kennedy

HUNTLEY CONSTRUCTION COMPANY,

By: Fred M. Kemp
Title: President
Fred M. Kemp

Wayne C. Kennedy
WAYNE C. KENNEDY, Trustee

Mary A. Kennedy
MARY A. KENNEDY, Trustee

Joe K. Leonard
JOE K. LEONARD, Trustee

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of February, 1986,
before me appeared Wayne C. Kennedy, to me
personally known, who, being by me duly sworn, did say
that he is the President of WEST COUNTY
CONSTRUCTION COMPANY, INC., a Corporation of the State
of Missouri, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf
of said corporation, by authority of its Board of Directors;
and said Wayne C. Kennedy acknowledged said
instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal in the County and State aforesaid,
the day and year first above written.

[Printed: Jane Higgins Hogg Notary Public]

My Commission Expires: June 27, 1989

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of February, 1986, before me appeared Fred M. Kemp, to me personally known, who, being by me duly sworn, did say that he is the President of HUNTLEY CONSTRUCTION COMPANY, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Fred M. Kemp acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Printed: Jane Higgins Hogg Jane Higgins Hogg Notary Public]

My Commission Expires: June 27, 1989

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of February, 1986, before me personally appeared WAYNE C. KENNEDY and MARY A. KENNEDY, to me known to be the persons described in and who executed the foregoing instrument, acknowledged that they executed same as their free act and deed, and in their capacity as Trustees.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Printed: Jane Higgins Hogg Jane Higgins Hogg Notary Public]

My Commission Expires: June 27, 1989

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of February, 1986, before me personally appeared JOE K. LEONARD to me known to be the person described in and who executed the foregoing instrument, acknowledged that he executed same as his free act and deed, and in his capacity as Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Printed: Jane Higgins Hogg Notary Public]

My Commission Expires: June 27, 1989

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of February, 1986, before me personally appeared IRA S. WALKER and FRED M. KEMP, to me known to be the persons described in and who executed the foregoing instrument, acknowledged that they executed same as their free act and deed, and in their capacity as Trustees.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Printed: Jane Higgins Hogg Notary Public]

My Commission Expires: June 27, 1989

FILED FOR RECORD

1986 MAR -7 PM 4: 03

JOANN SCHLIFER, RECORDER
JEFFERSON COUNTY, MO

121 11/17/81

17.00

Ret.
Kemp/Homes
1001 S. Brentwood
Clem. Tex 117 12/31/85

025971

CONSENT TO AMENDMENT
TO
INDENTURE OF TRUST AND RESTRICTIONS
OF
ANTIRE SPRINGS [NOW ANTIRE VALLEY]

The undersigned, owner of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 in Antire Valley (formerly Antire Springs) Subdivision in Jefferson County, Missouri, per plat recorded in Plat Book 79 at Page 26 of said County records, hereby: (1) Consent(s) to Amendment to Indenture of Trust and Restrictions of Antire Valley (formerly Antire Springs), said amendment being recorded in Book 1168 at Page 264, and providing, among other things, for a decrease in regular annual assessment limit from Two Hundred Fifty Dollars (\$250.00) to Ninety-Five Dollars (\$95.00); and (2) Agrees that this consent is given in consideration of like consents by owners of other lots in the subdivision, and is not revocable.

Dated: March 7th, 1986.

WEST COUNTY CONSTRUCTION CO., INC.

(SEAL)

FILED FOR RECORD

1986 MAR -7 PM 4:08

JOANN S. HOGG, RECORDER
JEFFERSON COUNTY, MOBy: Wayne C. Kennedy
Wayne C. Kennedy, President
*Being all the owners of the above described lots.State of Missouri)
County of St. Louis) ss.

On this 7th day of March, 1986, before me personally appeared Wayne C. Kennedy, to me personally known, who being, by me duly sworn, did say that he is the President of West County Construction Co. Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Wayne C. Kennedy acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



My commission expires June 27, 1989.

Jane Higgins Hogg
Jane Higgins Hogg, Notary Public

Not: Kennedy
 100 S. Benton
 5.00 per lot
 1731

CONSENT TO AMENDMENT
TO
INDENTURE OF TRUST AND RESTRICTIONS
OF
ANTIRE SPRINGS [NOW ANTIRE VALLEY]

The undersigned, owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 64, 65, 67, 68, 69, and 80 in Antire Valley (formerly Antire Springs) Subdivision in Jefferson County, Missouri, per plat recorded in Plat Book 79 at Page 26 of said County records, hereby: (1) Consents to Amendment to Indenture of Trust and Restrictions of Antire Valley (formerly Antire Springs), said amendment being recorded in Book 168 at Page 264, and providing, among other things, for a decrease in regular annual assessment limit from Two Hundred Fifty Dollars (\$250.00) to Ninety-Five Dollars (\$95.00); and (2) Agrees that this consent is given in consideration of like consents by owners of other lots in the subdivision, and is not revocable.

Dated: March 7, 1986.



FILED FOR RECORD
 MAR -7 PH 4:08
 JOANNE HOGG, RECORDER
 JEFFERSON COUNTY, MO

Huntley Construction Company

By Fred M. Kemp
 Title: President
 Fred M. Kemp

* Being the owner of the above described lots.

State of Missouri)
 County of St. Louis) ss.

On this 7th day of March, 1986, before me personally appeared Fred M. Kemp, to me personally known, who, being by me duly sworn, did say that he is the President of Huntley Construction Company, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Fred M. Kemp acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Jane Higgins Hogg
 Jane Higgins Hogg, Notary Public

My commission expires June 27, 1989.

Handwritten note:
 Fred M. Kemp Huntley
 100 S. Chestnut and 5.400d at 1731
 Clayton, Home 631125