

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: JHICKS

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GRANTOR/GRANTEE: Stonecroft Subdivision Board Care of
DNI Properties, Inc. 662 office Parkway St. Louis
MO 63141

December 15,
2008

NOTICE OF ADOPTION OF
AMENDMENT OF INDENTURE
STONECROFT SUBDIVISION

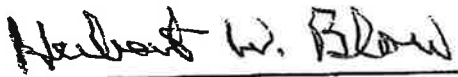
THE UNDERSIGNED, BEING ALL THE BOARD MEMBERS OF
STONECROFT SUBDIVISION AND BEING DULY SWORN, STATE THE
FOLLOWING TO BE TRUE:

1. THE INDENTURE OF STONECROFT SUBDIVISION, RECORDED AT
BOOK 2835, PAGE 684 ET SEQ OF THE ST. CHARLES COUNTY RECORDS,
PRESENTLY AT ARTICLE XV, SECTION 2 REQUIRES 75% OF ALL LOTS TO
APPROVE ANY AMENDMENT TO THE INDENTURE.
2. AS OF NOVEMBER 1, 2008, BY THE REQUISITE FAVORABLE VOTE OF
75% OF ALL LOTS IN THE SUBDIVISION, SAID ARTICLE XV, SECTION 2
HAS BEEN DULY AMENDED BY STRIKING THE EXISTING LANGUAGE OF
ARTICLE XV, SECTION 2 ENTIRELY AND STRIKING ALL OF ARTICLE XIV,
SECTION 4 IN ITS ENTIRETY AND SUBSTITUTING THE NEW LANGUAGE
SET OUT IN EXHIBIT A ATTACHED TO THIS NOTICE AND INCORPORATED
HEREIN AS THE NEW ARTICLE XV, SECTION 2.
3. THEREFORE, AS OF THE FILING OF THIS NOTICE THE PROCESS FOR
AMENDMENT OF THE INDENTURE OF STONECROFT SUBDIVISION SHALL
BE THE PROCESS STATED IN THE ATTACHED EXHIBIT A.

Jerry Wamser


CHERI K. PETERSON


SUSAN B. ELLIOTT


HERBERT W. BLOW

BEING ALL THE BOARD MEMBERS OF STONECROFT SUBDIVISION AS WELL AS THE DULY ELECTED GOVERNING BOARD OF THE STONECROFT HOMEOWNERS ASSOCIATION.

STATE OF MISSOURI

BEFORE ME THIS 15TH DAY OF DECEMBER 2008 APPEARED
CHERI K. PETERSON, SUSAN B. ELLIOTT &
HERBERT W. BLOW

WHO BEING SWORN DID STATE THAT THEY ARE THE DULY SERVING BOARD MEMBERS OF STONECROFT SUBDIVISION AND THE STONECROFT HOMEOWNERS ASSOCIATION AND THAT THE FOREGOING IS TRUE AND THAT THEY SIGN THE FOREGOING WITH BINDING AUTHORITY AND EFFECT FOR SAID COMMUNITY.

JERRY B. WAMSER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My commission expires: Apr. 21, 2009
Commission # 05471013


NOTARY PUBLIC

SUBSTITUTES FOR IT THE PARAGRAPH STATED IN EXHIBIT B ATTACHED AND INCORPORATED HEREIN.

3. THEREFORE, AS OF THE FILING OF THIS NOTICE THE INDENTURE OF STONECROFT SUBDIVISION SHALL INCORPORATE THE AMENDMENTS STATED IN THE ATTACHED EXHIBIT A AND EXHIBIT B.

Herbert W. Blow

[Signature]

[Signature]

BEING ALL THE BOARD MEMBERS OF STONECROFT SUBDIVISION AS WELL AS THE DULY ELECTED GOVERNING BOARD OF THE STONECROFT HOMEOWNERS ASSOCIATION.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
BEFORE ME THIS 20th DAY OF APRIL, 2010 APPEARED
HERBERT W. BLOW, GERALD ERICKSON, LARRY W. BOWLING
WHO BEING SWORN DID STATE THAT THEY ARE THE DULY SERVING
BOARD MEMBERS OF STONECROFT SUBDIVISION AND THE
STONECROFT HOMEOWNERS ASSOCIATION AND THAT THE FOREGOING
IS TRUE AND THAT THEY SIGN THE FOREGOING WITH BINDING
AUTHORITY AND EFFECT FOR SAID COMMUNITY.

JERRY B. WAMSER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My commission expires: Apr. 21, 2013
Commission # 09471013

Jerry B. Wamser
NOTARY PUBLIC



EXHIBIT A
STONECROFT SUBDIVISION

PROCESS OF AMENDMENT OF THE INDENTURE

ARTICLE XV, SECTION 2 THE FOLLOWING LANGUAGE IS HENCEFORTH SUBSTITUTED AS A NEW ARTICLE XV, SECTION 2, AS THE GOVERNING LANGUAGE ON THE PROCESS OF AMENDING THE SUBDIVISION INDENTURE:

A. Proposing an Amendment. Amendments to this Indenture shall be proposed by unanimous vote of the Directors or by written petition signed by 25% of all lot owners.

B. Amendment Meeting Procedure. Any amendment duly proposed shall be set for a vote with at least 30 days prior written notice to all owners. The Directors shall mail out due notice of the date and time of the vote, the old language and the new language being proposed along with procedures for proxies to all owners at least thirty days before the meeting.

C. Amendment Discussion. Persons attending the meeting shall be given fair opportunity to discuss the proposed Indenture change and relevant passages from any written communication on the subject shall be read to the group before the vote.

D. Amendment Voting Procedure. The proposed amendment shall be duly adopted if 2/3 of the homes voting in person or by proxy at the meeting approve it; otherwise, the amendment shall be null.

EXHIBIT A
STONECROFT SUBDIVISION
INDENTURE AMENDMENT
REGARDING IN-GROUND POOLS

ARTICLE X, SECTION 20

THE EXISTING FIRST SENTENCE OF SECTION 20 OF ARTICLE X IS
HEREBY STRICKEN AND THE FOLLOWING SENTENCE IS HEREAFTER
SUBSTITUTED:

“All swimming pools shall be entirely in ground pools.”

70530

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

2003 MAY 20 PM 1:08

Barbara D. Hall
RECORDER OF DEEDS

AMENDMENT TO INDENTURE OF TRUST
AND RESTRICTIONS FOR STONECROFT
ST. CHARLES COUNTY, MISSOURI

LIST-MISC

THIS AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS FOR STONECROFT, ST. CHARLES COUNTY, MISSOURI (the "Amendment"), made this 21 day of April, 2003, by SUMMIT POINTE, L.C., a Missouri limited liability company ("Grantor"), under and pursuant to authority reserved in Article X, Section 1 of the Indenture of Trust and Restrictions for Stonecroft dated March 14, 2002 and recorded in Book 285 Page 693 of the St. Charles County Records (the "Indenture"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Indenture).

WITNESSETH, THAT:

WHEREAS, Grantor is the developer of Stonecroft (the "Subdivision") ^{GRANTEE} a subdivision in St. Charles County, Missouri, as per plat thereof recorded in Plat Book 38 Page 235 of the St. Charles County Records, and the "First Party" under the Indenture; and

WHEREAS, pursuant to the aforesaid authority, Grantor desires and intends to hereby amend the Indenture.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby amend the Indenture to delete Article IX, Section 3 therefrom, and to substitute the following provision, which shall henceforth be deemed Article IX, Section 3 of the Indenture, therefor:

"3. Annual Assessments. Until increased as herein authorized, the maximum annual assessment shall be Three Hundred and 00/100 Dollars (\$300.00) per Lot; provided, however, that the Directors may increase such assessment for any assessment year by an amount which is equal to the greater of (i) five percent (5%) over the previous year's assessment, or (ii) the increase in the Consumer Price Index as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior

RECORD AS IS

to commencement of the first assessment year hereunder. If such Index be discontinued, the Directors shall utilize a successor index, determined by the Directors in their sole judgment to be most similar to the discontinued Index.

The Directors may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Directors may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Directors and the assent of a majority of the Class "A" Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which setting forth the purpose of the meetings shall have been sent to all Class "A" Members at least thirty (30) days in advance.

Each annual assessment shall be levied prior to or during the year for which it is assessed, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty (30) days following such due date."

Except as hereby amended, the Indenture shall remain in full force and effect, and shall be binding and enforceable in accordance with its terms as hereby amended.

IN WITNESS WHEREOF, Grantor has executed this Amendment in St. Charles County, Missouri, the day and year first above written.

SUMMIT POINTE, L.C.,
a Missouri limited liability company

BY: 
Thomas R. Hughes, Manager/President

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

On this 21 day of April, 2003, before me personally appeared Thomas R. Hughes, Manager/President of Summit Pointe, L.C., a Missouri limited liability company, known to me to be the person who executed the foregoing in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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.

Brenda L. Suit
Notary Public

