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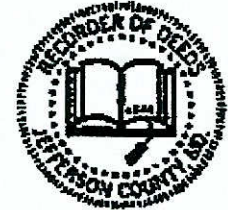
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MARLENE CASTLE, RECORDER

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TITLE OF DOCUMENT: AMENDMENT TO INDENTURE OF TRUST AND
RESTRICTIONS FOR CAPE TOWN VILLAGE SOUTH
SUBDIVISION

DATE OF DOCUMENT: September 16, 2006

GRANTOR(S): CAPE TOWN VILLAGE SOUTH SUBDIVISION

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**AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS FOR CAPE TOWN
VILLAGE SOUTH SUBDIVISION**

Jefferson County, Missouri

Dated Sept 16, 2006

This Amendment to the Indenture of Trust and Restrictions (this "**Amendment**") for Cape Town Village South Subdivision (the "**Subdivision**"), is effective as of the ____ day of _____, 2006, by motion of the undersigned Trustees and affirmations in writing by the residents of the Subdivision attached hereto. Failure or neglect of a Subdivision resident to affirm this Amendment is deemed to be a waiver of objection to the Amendment and shall constitute such residents' approval of this Amendment. Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Subdivision's Indenture of Trust and Restrictions for Cape Town Village South Subdivision (the "**Indenture**").

RECITALS

A. The residents and Trustees of the Subdivision believe it is in the Subdivision's best interest to set forth a formal voting process and procedure in the Subdivision's Indenture to obtain the approval of the majority of the residents for future actions taken by the Trustees.

B. The residents and Trustees of the Subdivision desire to amend the Indenture pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, the Subdivision's Indenture, recorded in Book ____, Page ____, of the Jefferson County, Missouri Recorder of Deeds Office, is hereby amended as follows:

1. The following shall be added to the Indenture:

"Voting. All lot owners of Cape Town Village South Subdivision shall have one equal vote for each lot in which they hold the interest required for membership hereunder, and there shall be only one vote per lot.

Annual Meetings. The trustees shall conduct an annual meeting ("Annual Meeting") to which all lot owners of Cape Town Village South Subdivision may elect to attend. The Annual Meeting shall be held on the third Saturday of the month of MARCH.

Special Meetings. Special meetings may be called by the trustees by resolution of the trustees or upon written request by lot owners of Cape Town Village South Subdivision constituting a majority of all votes of all the lots.

Notice of Meetings.

(a) Written or printed notice stating the time and place of any meeting of all the lot owners of Cape Town Village South Subdivision shall be delivered, either personally or by mail, to each lot owner, not less than ten nor more than 50 days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the lot owner at his or her address as it appears on the records of Cape Town Village South Subdivision.

(c) Any lot owner may waive, in writing, notice of any meeting, either before or after such meeting, and waiver of notice of a meeting shall be deemed the equivalent of proper notice. Additionally, failure to attend a meeting and failure to waive notice in writing shall be deemed a waiver of notice. Attendance at a meeting shall be deemed a waiver of notice unless such property owner attends for the limited and specific purpose of objecting to lack of proper notice.

Quorum. (a) The presence of lot owners representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all meetings of the residents of Cape Town Village South Subdivision.

(b) If any meeting cannot be held because a quorum is not present, a majority of the lot owners who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to lot owners in the manner prescribed for regular meetings.

(c) Lot owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough lot owners to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Voting and Proxies. (a) The voting rights of the lot owners shall be as set forth in herein. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Not-For-Profit Corporation Act (the "Act") or this Indenture of Trust and Restrictions, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Lot owners may vote in person or by proxy. On any matter as to which a lot owner is entitled personally to cast the vote for his or her lot, such vote may be cast in person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the lot for which it is given, signed by the lot owner or his or her duly authorized attorney-in-fact, dated, and filed with the trustees of the Cape Town Village South Subdivision prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the lot owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any lot for which it was given; (b) receipt by the trustees of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a lot owner who is a natural person; or (c) 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the lot owners may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the lot owners holding a majority of the votes entitled to be cast with regard to such action. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated and delivered to the trustees. Such consents shall be filed with the minutes of the Cape Town Village South Subdivision Association, and shall have the same force and effect as a vote of the lot owners at a meeting. Within ten days after receiving authorization for any action by written consent, the trustees shall give written notice summarizing the authorized action to all lot owners entitled to vote who did not give their written consent."

2. Except as amended by this Amendment, the Indenture remains in full force and effect.
3. This Amendment constitutes the entire amendment with respect to the subject matter hereof. This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri, without reference to conflict of laws principles. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Each party hereby agrees to take such further actions and to execute such additional documents as any other party may reasonably request in order to consummate the transactions contemplated by this Amendment.

[Signature page to follow.]

