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JEFFERSON COUNTY, MO  
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TITLE OF DOCUMENT: Amendment to the Indenture of Trust and  
Restrictions for Cape Town Village South  
Subdivision, Jefferson County, Missouri

DATE OF DOCUMENT: May 2, 2016

GRANTOR(S): Cape Town Village South Subdivision Trustees

GRANTOR(S) MAILING ADDRESS: Cape Town Village South Subdivision Trustees  
c/o City & Village Tax Office  
#3 Hollenberg Ct.  
Bridgeton, MO 63044

GRANTEE(S): Cape Town Village South Subdivision Trustees

GRANTEE(S) MAILING ADDRESS: Cape Town Village South Subdivision Trustees  
c/o City & Village Tax Office  
#3 Hollenberg Ct.  
Bridgeton, MO 63044

RETURN DOCUMENTS TO: Sandberg Phoenix & von Gontard P.C.  
Attn: Anthony J. Soukenik, Esq.  
600 Washington Avenue, 15<sup>th</sup> Floor  
St. Louis, MO 63101

LEGAL DESCRIPTION: Original Trust Indenture recorded at Book 568,  
Page 34, et seq. of the Jefferson County Recorder of  
Deeds Office.

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designation.

AMENDMENT TO  
INDENTURE OF TRUST AND RESTRICTIONS  
FOR CAPE TOWN VILLAGE SOUTH SUBDIVISION  
JEFFERSON COUNTY, MISSOURI

**WHEREAS**, the Trustees recorded the Original Indenture of Trust and Restrictions for Cape Town Village South Subdivision, Jefferson County, Missouri on December 2, 1976, Book 568, Page 34, et seq.; with an Amendment to Indenture of Trust and Restrictions, Cape Town Village South Subdivision as recorded in the Jefferson County Recorder of Deeds Office on July 5, 1997 in Book 582, Page 153, et seq.; with an Agreement to Modify Restriction as recorded in the Jefferson County Recorder of Deeds Office on January 23, 1980 in Book 649, Page 321, et seq.; with Amendment to Indenture of Trust and Restriction for Cape Town Village South Subdivision, Jefferson County, Missouri as recorded in the Jefferson County Recorder of Deeds Office on May 9, 1984 in Book 747, Page 297, et seq., and with an Amendment to Indenture of Trust and Restrictions for Cape Town Village South Subdivision as recorded in the Jefferson County Recorder of Deeds Office on October 12, 2006, Document Number 2006R-050420 (collectively referred to hereinafter as the "Original Indenture");

**WHEREAS**, the Original Indenture affects and applies to all of that certain real estate located in Jefferson County, Missouri, and legally described as set forth in the Indenture;

**WHEREAS**, the Trustees deem it to be in the best interest of Cape Town Village South Subdivision to further amend the Indenture as hereinafter set forth;

**WHEREAS**, a majority of the lot owners in Cape Town Village South Subdivision have voted in writing to amend the Original Indenture as set forth herein;

**WHEREAS**, there are 360 lots in Cape Town Village South Subdivision that are eligible to vote, and

**WHEREAS**, that pursuant to a vote that concluded on April 27, 2016 wherein 217 voted for the amendment and 0 voted in the negative, a majority of owners of the lots within the Cape Town Village South Subdivision have cast their affirmative ballots and deem it to be in their mutual best interest, and in the best interest of Cape Town Village South Subdivision, to further amend the Indenture as hereinafter set forth.

**NOW THEREFORE**, the undersigned Trustees of Cape Town Village South Subdivision, hereby amend the Indenture as follows:

1. A new paragraph shall be added to the end of Section DESIGNATION AND SELECTION OF TRUSTEES, that shall read as follows:

"The Trustees shall receive no compensation for their services. The Board of Trustees may vote to reimburse the directors for approved reasonable expenses incurred in the performance of their duties but may not offset assessments. The Trustees may not waive their own association assessments."



2. Section ASSESSMENTS, paragraph 2, shall be deleted in its entirety and in its place shall read as follows:

"2. All assessments shall bear interest at the rate of ten percent (10%) per annum from the date of delinquency and such assessment, together with interest shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. In the event that any assessments or fees are not paid when due, as provided herein, the Trustees may institute suit against the delinquent lot owner or owners for the collection of the same. The Association may bring an action at law against the lot owner personally obligated to pay the same, or foreclose the lien against the property by power of sale under Chapter 443, RSMo. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Land or abandonment of his/her lot or assertion of any claim against the Association, Board, Declarant or another lot owner. In addition to the above-referenced assessments, interest and late charges, said lot owner shall be responsible for any collection costs including but not limited to Court costs, attorney's fees, arbitration fees, expert fees, recording and release fees, which shall also be a lien upon the real estate as provided herein. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Records Office of Jefferson County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages, or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessment.

Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefor, including but not limited to collection costs, attorney's fees, Court costs, arbitration fees, and expert fees."

3. In all other respects, the Indenture of Trust and Restrictions for Cape Town Village South Subdivision, Jefferson County, Missouri, shall remain in full force and effect as amended hereby.

4. This Amendment shall be effective upon its recording in the official records of the Office of the Recorder of Deeds of Jefferson County, Missouri.

5. This Amendment may not be challenged one (1) year after the recordation of the Amendment in the office of the Recorder of Deeds of Jefferson County, Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Indenture of Trust Restrictions for Cape Town Village South Subdivision, Jefferson County, Missouri, this 2 day of May, 2016.

By: Joseph C. Stough  
Trustees Joseph Stough

By: James L. O'Connor  
Trustees James L. O'Connor

By: Lawrence Krausz  
Trustees Lawrence Krausz

STATE OF MISSOURI     )  
                                      ) SS.  
COUNTY OF JEFFERSON )

On this 2 day of May, 2016, before me personally appeared Joseph Stough, Lawrence Krausz, and James O'Connor to me personally known, who, being by me duly sworn, did say that they are the Trustees of Cape Town Village South Subdivision, and that said instrument was signed and sealed on behalf of Cape Town Village South Subdivision, by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of Cape Town Village South Subdivision.

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

Romona K. Swanguarim  
Notary Public

My Commission Expires:

