

**THIRD AMENDMENT TO INDENTURE OF TRUST
AND RESTRICTIONS FOR SADDLEBROOK**

THIS AMENDMENT to the Indenture of Trust and Restrictions for Saddlebrook is made and entered into as of this ____ day of _____, 2018 by Board of Trustees of Saddlebrook Subdivision.

WHEREAS, Saddlebrook Subdivision is subject to the "Indenture of Trust and Restrictions for Saddlebrook" as recorded on August 14, 1986 in Book 1099, Page 1620 in the records of St. Charles County, Missouri, as amended ("Indenture"); and

WHEREAS, the Board of Trustees is the governing body of the Subdivision pursuant to the Indenture; and

WHEREAS, pursuant to Article X, Section 4 of the Indenture, the Owners are authorized to amend the Indenture by written consent of two-thirds of the Owners; and

WHEREAS, the Owners desire to amend the Indenture to authorize the formation of a Missouri nonprofit corporation, authorize community-wide trash service, and adopt more contemporary provisions related to vehicles; and

WHEREAS, the Owners deem this Amendment to be in the best interests of the community as a whole.

NOW THEREFORE, the Indenture is amended as follows:

A. *A new Section 13 to Article V of the Indenture related to Association & Nonprofit Corporation is inserted to read as follows:*

"Section 13. Association & Nonprofit Corporation. There shall be a homeowners' association, the name of which shall be "Saddlebrook Subdivision Homeowners Association." ("Association"), which shall be deemed the legal successor in interest to the Trustees named in the Indenture and their successors. The Association is formed as a Missouri nonprofit corporation.

The Board of Trustees hereby assigns to the corporation all of the Association's right, title, and interest to its assets including but not limited to receivables, real property, personal property, tangible and intangible property, as well as its authority regarding any powers, duties and obligations of the Association as set forth in the Indenture.

In the event the Association is not organized as a nonprofit corporation, including administrative dissolution, the Association nevertheless shall have full authority to exercise its rights and responsibilities under the Indenture."

B. *A new Section 14 to Article V of the Indenture related to Trash is inserted to read as follows:*

“Section 14. Trash and Recycling. In order to provide consistent, high quality, affordable trash and refuse services to the Owners and to maintain a low volume of commercial truck traffic in the neighborhood, the Association shall have the power to contract for community-wide trash, garbage and recycling services for the entire Subdivision to the extent such services are not provided by or through local government. An Owner may “opt-out” of such service by written notice to the Board; however, the Board may adopt reasonable conditions upon such “opt-out,” including limitation on the size and weight of the vehicle, and the frequency of pick-ups.”

C. *Section 8 of Article IX of the Indenture related to Trucks, Boats, Etc., is deleted in its entirety and a new Section 8 of Article IX, related to the same subject, is inserted in lieu thereof to read as follows:*

“Section 8. Vehicles. Vehicles within the Subdivision are subject to the following limitations:

(a) Impermissible Visible Vehicles. An Owner shall not park or store any derelict, abandoned or unlicensed vehicle, truck over one ton, a camper, enclosed trailer, mobile home, recreation vehicle, boat or boat trailer, or commercial vehicle within the Subdivision unless it is parked or stored within an enclosed garage. The term “commercial vehicle” means any vehicle that displays advertising of a business to the public to such an extent that over twenty percent (20%) of the surface area of the vehicle (excluding windows and wheels) is covered, and/or has commercial tools, equipment, or materials in, or on, the vehicle that are visible to the public.

(b) Maintenance and Repairs. Except for emergency repairs and washing, no other maintenance or repairs shall be conducted within the Subdivision unless done so in an enclosed garage.

(c) Vehicle Sightlines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic, including but not limited, to cul-de-sac areas.

(d) Dumpsters, Storage Containers & Construction Activities. No Owner shall park or keep a dumpster or Portable Storage Unit (such as PODS®) on his Lot without prior consent of the Board. The duration of the Portable Storage Unit shall not exceed fourteen (14) days. Vehicles related to authorized construction activities on a Lot are permitted so long prior consent of the Board is obtained.

(e) Rulemaking. The Board may adopt reasonable rules and regulations regulating parking with the Subdivision including limiting parking in certain areas of the Common Ground or on one side of a street.

(f) Remedies. Any violation of this Section may be enforced, after notice and opportunity to be heard (except for emergencies), by towing of the offending vehicle or other object, at the expense of the Owner and/or other violating person. Said remedies shall be supplemental to any relief and remedies otherwise provided in the Indenture and laws of the State of Missouri.

(g) Limitation of Liability. The Association shall not be liable for injury or damage to persons or personal property caused by a vehicle even if such vehicle was not permitted to be used or kept within the Subdivision.”

D. The Board of Trustees is authorized to execute and record this Amendment upon its approval by the Owners and, their signatures below, certify that this amendment has been approved by the Owners in accordance with the Declaration.

E. This Amendment shall be effective upon the date of its recording with the Recorder of Deeds, St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the Board of Trustees of Saddlebrook Subdivision hereby execute this Amendment on the day and year first above written.

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**BOARD OF TRUSTEES OF SADDLEBROOK SUBDIVISION
RESOLUTION AND BALLOT FOR PROPOSED AMENDMENT**

INSTRUCTIONS

Enclosed please find a proposed amendment to the "Indenture of Trust and Restrictions for Saddlebrook" ("Indenture"). The purpose of the amendment is to authorize incorporation, community-wide trash service, and adopt more contemporary provisions related to vehicles ("Proposed Amendment"). To facilitate your participation in this important matter, the Board has provided this Ballot.

Upon completion please return it via:

Mail: City And Village Tax Office, Saddlebrook Sub HOA, 3 Hollenberg Ct., Bridgeton, MO 63044

Fax: 314-739-3098

Email: htulk@cityandvillage.com

Voting will remain open until sufficient votes are received.

RESOLUTION

WHEREAS, the Owners within Saddlebrook Subdivision desire to vote on the Proposed Amendment; a copy of which was attached hereto; and

WHEREAS, adoption of the Proposed Amendment requires written consent by two-thirds of the Owners.

NOW THEREFORE, be it resolved that the Owners desire to vote upon the Proposed Amendment by use of this resolution and ballot, which, if voting in the affirmative, shall constitute my/our written consent.

BALLOT

The undersigned member of Board of Trustees of Saddlebrook Subdivision certifies that he or she is the record owner within Saddlebrook Subdivision, and on the date below hereby vote on the Proposed Amendment as follows:

Approve

Reject

PROPOSED AMENDMENT

Signature(s): _____

Print Name(s): _____

Address within Saddlebrook: _____

Date: _____