

\*2006061500989\*

JANICE M. HAMMONDS, RECORDER OF DEEDS

ST. LOUIS COUNTY MISSOURI

41 SOUTH CENTRAL, CLAYTON, MO 63105

 TYPE OF  
INSTRUMENT  
AMDT

GRANTOR

TO

GRANTEE

GREYCLIFFE HOMEOWNERS ASSN

 PROPERTY  
DESCRIPTION:

LOTS IN GREYCLIFFE

Lien Number

Notation

X

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

## RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI )

SS.

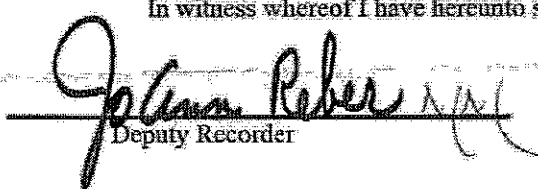
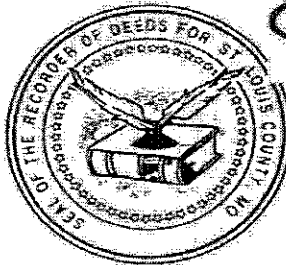
COUNTY OF ST. LOUIS )

Document Number

989

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 15 day of June 2006 at 01:57 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.


 Deputy Recorder


 Recorder of Deeds  
St. Louis County, Missouri

Mail to:

 GREYCLIFF H.O.A.  
100 GREYCLIFF MANOR DR.  
ST. LOUIS, MO 63129

Destination code:

M

N.P.

N.P.C.

N.N.C.

N.N.I.

 RECORDING FEE \$36.39  
(Paid at the time of Recording)

**FIRST AMENDMENT TO GREYCLIFF INDENTURE OF  
TRUST AND RESTRICTIONS**

Notation

WHEREAS, on the 21<sup>st</sup> day of October, 2002, McBride & Sons Homes, Inc., as the Declarant, caused to be recorded the Greycliff Indenture of Trust and Restrictions (the "Indenture") in Book 14249, Page 0713 et seq. of the St. Louis County Recorder of Deeds Office; and

WHEREAS, the Indenture provides that it may be amended by the written approval of two-thirds of the Board of Directors of the Association (as defined in the Indenture) so long as the Declarant still owns lots in the Community (as defined in the Indenture); and

WHEREAS, as of the date of this Amendment, the Declarant does still own lots in the Community; and

WHEREAS, two-thirds of the Board of Directors have approved this Amendment by their written consent.

NOW THEREFORE, the Board of Directors hereby amend the Indenture as follows:

1. Section 10(a)(xii) is hereby deleted in its entirety and amended to read as a new Section 10(a)(xii) as follows:

(xii) In order to ensure adequate aesthetic controls and to maintain the general attractive appearance of Greycliff, Owners who wish to install exterior television, radio aerial, antenna, receiving dish, satellite dish or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall:

(A) Attempt to install such Antenna at the back of the dwelling, so that it is not visible from the view from anywhere along the street which the dwelling faces toward the dwelling, including that same street view of dwellings on corner Lots;

(B) Attempt to camouflage the Antenna through the use of paint, landscaping or other means that disguise the Antenna to resemble and/or be visually indistinguishable from other structures, devices or improvements otherwise allowed in the Community and/or by this Indenture; and

(C) If the requirements of subsections (A) and/or (B) above impair an Owner's ability to install, maintain or use an Antenna according to the regulations of the Federal Communications Commission (the "FCC"), said rules shall not be enforced. However, in no way shall this subsection (C) relieve an Owner of its obligation to attempt in good faith to comply with the requirements set forth in subsection (A) and (B) above. The Association may enforce the Owner's obligation to

attempt to comply with the section 10(a)(xii) in the same manner as any other restriction contained in this Indenture.

(D) The directors reserve the right to enter the premises to test for adequate signal reception locations in the mounting locations as outlined in A above, or for inspections to determine if repair, maintenance or landscaping is required on an installed antenna. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an assessment. The Directors shall have the further right to take such action to enforce this Section with all remedies available to it in law or equity.

Section 12(b) is hereby deleted in its entirety and amended to read as new section 12(b) as follows:

Enforcement. The directors have the power to prevent, as directors of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulation issued by said directors governing the use of the Common Property or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the directors is intended to be discretionary and not mandatory.

The directors or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, easements, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Indenture. Failure by the directors or by any Owner to enforce any covenant, condition, easement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The directors shall be entitled to bring an action in equity for injunctive relief to enforce these covenants and restrictions of this Indenture without the necessity of posting a bond. The directors, in their sole discretion, shall have the authority to remove or abate violations, impose reasonable monetary fines and/or impose other sanctions subject to the conditions herein. Collection of such monetary fines shall be in the same manner as provided for the collection of assessments in Section 5. Sanctions may include suspension of the Owners' right to vote and the right of Owner, guests, tenants, etc., to use certain areas of the common properties.

The directors may, by contract or other Agreement, enforce ordinances and other applicable laws or permit the authorities of the applicable jurisdiction to enforce the same with regard to the Properties for the benefit of the subdivision and its Owner(s).

In addition to any other remedies as provided for herein, the Directors, acting on behalf of the Owners, or its duly authorized agent, shall have the power to enter upon any Owner's property or any portion of the common property to exercise their rights hereunder or to remove or abate any condition upon any Lot in violation of this Indenture, using such force as may be reasonably necessary. Unless an emergency situation exists, the directors shall give the violating Owner reasonable notice, in writing, of its intent to exercise such self-help.

All costs of enforcement, whether at law or self-help, including reasonable attorneys' fees, court costs, or arbitration costs, shall be assessed against the violating Owner and shall

be collected as provided for herein for the collection of assessments, including the provisions regarding liens.

IN WITNESS WHEREOF, this Amendment to the Greycliff Indenture of Trust and Restrictions is effective as of the 20 day of APRIL 2006, in testimony whereof, the Board of Directors have hereunto set their hands.

GREYCLIFF HOMEOWNERS ASSOCIATION

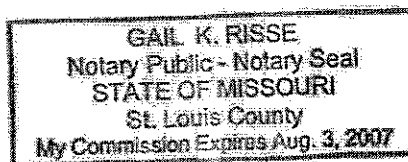
  
Gerald R. Eddens, Director

STATE OF MISSOURI     )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

On the 20<sup>th</sup> day of APRIL, 2006, before me appeared Gerald R. Eddens, to me personally known, and executed the foregoing instrument and the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of ST. LOUIS, State of Missouri, the day and year last above written.

  
Notary Public



\*Signatures continued on next page\*



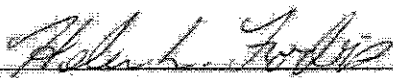
Robert M Roth, Director

GREYCLIFF HOMEOWNERS ASSOCIATION

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF St. Louis )

On the 12<sup>th</sup> day of May, 2006, before me appeared Robert M. Roth, to me personally known, and executed the foregoing instrument and the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis, State of Missouri, the day and year last above written.

  
\_\_\_\_\_  
Notary Public

HELEN L. FORBIS  
My Commission Expires  
May 11, 2009  
St. Charles County  
Commission #05708541

\*Signatures continued on next page\*

GREYCLIFF HOMEOWNERS ASSOCIATION

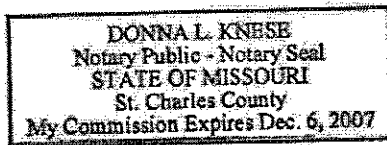
*Christopher Ferrari*

Christopher Ferrari, Director

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

On the 7th day of JUNE, 2006, before me appeared Christopher Ferrari, to me personally known, and executed the foregoing instrument and the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of ST. LOUIS, State of Missouri, the day and year last above written.



*Donna L. Knese*  
Notary Public

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