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2012R-043683

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IN OFFICIAL RECORD  
11/16/2012 08:44:34AM  
DEBBIE DUNNEGAN, RECORDER

PAGES 13

REC FEE: 61.20

NS FEE:



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TITLE OF DOCUMENT: Amendment to the Restrictions to Hermitage Hills Subdivision

DATE OF DOCUMENT: November 15, 2012

GRANTOR(S): Hermitage Hills Homeowners Association

GRANTEE(S): Trustees of Hermitage Hills Homeowners Association

MAILING ADDRESS: P.O. Box 426 Fenton MO 63026

LEGAL DESCRIPTION:

REFERENCE BOOK AND PAGE: Book 373 Page 291

**AMENDMENT TO INDENTURE OF RESTRICTIONS  
FOR HERMITAGE HILLS SUBDIVISION**

THIS AMENDMENT TO THE INDENTURE OF RESTRICTIONS FOR HERMITAGE HILLS SUBDIVISION (hereafter "Amendment") is made and entered into as of 15<sup>th</sup> day of November, 2012.

WITNESSETH:

WHEREAS, Hermitage Hills Subdivision is currently governed by an Indenture of Restrictions for Hermitage Hills Subdivision, A Subdivision in Jefferson County, Missouri recorded at Book 373 Page 291 of the Jefferson County Recorder of Deeds (Hereafter "Current Indenture").

WHEREAS, there has arisen a need to update the Current Indenture to more accurately reflect the needs and character of the subdivision; and

WHEREAS, The Indentures, according to the Amendment of September 23, 2011 at Daily Number 2011R-029557, allow amendment by 2/3 of lot owners voting in person or proxy at an owners meeting; and

WHEREAS, 129 of 162 Lots Owners voting in person or proxy at an owners meeting have voted to Amend the entire Current Indenture.

NOW, THEREFORE, be it known as follows:

1. The Current Indenture is hereby stricken and replaced with the following language:

**INDENTURE OF RESTRICTIONS FOR HERMITAGE HILLS  
SUBDIVISION**

This New Indenture, having been duly adopted by vote of the owners of Hermitage Hills Subdivision, ["the Subdivision"], is hereby declared to be a covenant running with the land, **superseding and replacing entirely the earlier Subdivision Indenture recorded at Book 373 Page 231 et seq of the Jefferson County Records.**

**ARTICLE I  
GOALS OF THIS NEW INDENTURE**

This New Indenture has been implemented by the property owners of the Subdivision to provide a modernized community structure with the goals of maintaining strong property values and a decent living environment in the Subdivision.

**ARTICLE II  
THE SUBDIVISION COMMON LAND  
AND OWNER LOTS DEFINED**

**2.1 ASSOCIATION.** The Association shall mean and refer to the Hermitage Hills at Fenton Homeowners Association.

**2.2 THE PROPERTY COMPRISING THE SUBDIVISION.** The entire real property comprising the Subdivision is fully described in the plat and documents filed by the original Developer in the Jefferson County Records. The Subdivision is divided into common land and individually-owned lots.

**2.3 THE COMMON LAND.** The Subdivision is the owner of the common land and property and is responsible for its maintenance and repair. Included in the common ground under Board control are the following features located on common ground: All trees, grass, lakes, roads, and landscaping, any common boundary fencing installed by the Association, any retaining walls, any surface water runoff controls or basins and any community markers, lighting, monuments or signs. The Board shall have no power to sell or give an easement over common ground without the prior vote of approval from 2/3 of the lots voting in person or by absentee ballot.

**2.4 INDIVIDUAL LOT AND HOME.** A Lot under this New Indenture is a separate space for a free-standing home owned by an Owner for residential purposes as indicated on the plats and drawings of record. Maintenance and repair of a home and Lot shall be the Owner's responsibility exclusively, subject to the terms of this New Indenture. There shall be no change in Lot boundaries unless the adjacent Lot Owners, the Subdivision and the requisite governmental authorities all consent in writing to such change.

**ARTICLE III  
THE SUBDIVISION BOARD OF TRUSTEES**

**3.1 THE BOARD OF TRUSTEES.** The Board of Trustees shall consist of five (5) members. Each Trustee shall be elected to a three (3) year term. At the first election after approval of this amendment each Trustee shall draw one of five lots. Two lots shall be marked with the number "3", Two shall be marked "2" and One shall be marked "1". The Trustee who draws the number "1" shall be up for election at that election and shall serve the first three (3) year term. The Trustee who draws "2" shall be up for election the following year for a three (3) year term, and the Trustee who draws "3" shall then be up for election at the Third subsequent election and serve for a three (3) year term. Thereafter, the Trustees whose terms have expired shall be up for election on the three year cycle.

**3.2 QUALIFICATIONS OF BOARD MEMBERS.** Only a person at least 21 years old who is a record owner and resident of a Lot directly or is a designated representative of an entity owning a Lot and is current in all payments to the Subdivision may run for the position of Trustee. Should a Trustee be unable to serve or resign or abandon the position or move from the

Subdivision or be in default on Subdivision payments or be convicted of a felony or have misdealt with community funds or have more than 3 unexcused absences from meetings, the position shall be vacant and the remaining Trustees shall appoint a person to serve until the next election when the vacant seat and remaining term shall be filled by a vote of the owners. All Board Members are subject to recall under Section 5.7.

**3.3 ELECTIONS OF BOARD MEMBERS.** The Board has staggered terms, so that at each annual election one or two Board positions are on the ballot for a 3-year term. Notice of the annual election shall go out to all Owners at least 30 days prior to the date. Candidates for the Board shall file with the Board no later than 45 days before the election. Candidates shall be listed on the ballot in the order they filed.

Candidates will be given fair opportunity to speak before the vote. Owners may vote in person or by Subdivision-issued absentee ballot. The candidate receiving the most votes shall be elected. A tie will be broken by coin flip. If there is no candidate for a slot, the Board shall appoint a homeowner to fill slot for the whole term.

**3.4 GENERAL BOARD OPERATION.** The Board shall decide questions by majority vote, unless this Indenture requires more. Fair notice shall be given to all Board members of any meeting. Three members shall constitute a quorum for any meeting on due notice. The Board shall be empowered to elect its own officers and set its general operating rules.

The Board shall meet at least once a year and may consolidate that meeting with the Owners' Annual Meeting. The Board may close a portion of its meeting dealing with confidential personnel or legal questions. Owners may attend Board meetings additional to the Annual Meeting by making prior written request to the Board. Written minutes shall be made of all Board and Owners' meetings. Board meetings may be conducted by phone or computer connection where all members can hear one another, so long as minutes are maintained of the meeting.

**3.5 COMPENSATION STATUS.** The Board members shall serve without compensation.

**3.6 ETHICAL STANDARDS.** The Trustees shall maintain high standards of integrity and dedication to the best interests of the community as fiduciaries in handling Subdivision resources and business. No Trustee shall engage in self-dealing, nepotism or conflict of interest, and no Trustee shall give contracts or benefits to himself/herself nor to any relative or business associate. Any Trustee who has a personal interest or a potential conflict of interest in a Subdivision transaction shall disqualify himself/herself from voting on such matter. All Subdivision funds shall be used solely for Subdivision business and shall be honestly and faithfully accounted for.

**3.7 INDEMNIFICATION OF BOARD.** The Subdivision shall indemnify and hold harmless the Trustees from any liability incurred from their service in good faith or on advice of counsel as Trustees, except for reckless or intentional misconduct. The Board shall be

specifically insulated from individual liability for allegation of harm caused by failure to maintain common facilities properly.

## **ARTICLE IV POWERS AND RESPONSIBILITIES OF THE TRUSTEES**

The Trustees shall have the following powers and responsibilities:

**4.1 ASSESSMENTS.** There are two types of regular assessments in the Subdivision.

A. **ADMINISTRATIVE ASSESSMENT.** All lots in the Subdivision shall be subject to an annual administrative assessment of no less than \$25.00 per lot. This Assessment shall cover the costs and expenses incurred by the Trustees to administer the subdivision, and make general improvements that benefit the entire subdivision.

B. **STREET ASSESSMENT.** Those lots, as determined by the Trustees, that border a street in the Subdivision in which the Subdivision has maintenance responsibility; shall be assessed an annual fee of no less than \$50.00 per lot. This Assessment shall be used for snow removal, road maintenance and road repairs.

**4.2 PREPARING ANNUAL ASSESSMENTS AND BUDGET.** The Trustees shall, for both assessments, prepare the budget for the next year and shall set the assessment rate for the next year. The annual budgets shall fairly indicate all projected expenditures and revenues for the year and the status of all reserve and operating accounts as of the date of preparation. The proposed budget, the proposed assessment for the next year and the expense statement for the previous year will be included in the notice of the Subdivision annual meeting mailed to all Owners at least 30 days prior to the annual meeting.

Each assessment shall be voted on separately at the annual meeting. Unless 2/3 of the Owners voting at said meeting in person or by Subdivision-issued absentee ballot reject the proposed assessment and budget, the proposed assessment and budget shall take effect for the upcoming year. If rejected, the assessment and budget for the upcoming year shall remain the same as for the current year. Subject to Section 5.2, only those Lot Owners subject to the Street Assessment shall be allowed to vote on the proposed street budget and assessment. All Lot Owners, subject to section 5.2, shall be allowed to vote on the proposed administrative budget and assessment.

**4.3 COLLECTING ASSESSMENTS AND OTHER SUMS OWED.** Owners shall make payment of the assessment due on the date stated in the payment notice sent to Owners. If payment is not received within 5 days of the due date, the delinquent Owner shall be charged a late fee of \$25 per month for each calendar month that payment is late, plus interest on the whole sum at 9% per annum. Such late fees and interest shall also apply to any other sum owed the Subdivision, such as fines. If any delinquent assessment or other sum owed have not been paid within 60 days of the due date, a lien for the full amount due shall automatically apply to the Lot of the Owner in default.

The Trustees shall also be empowered to collect assessment sums or any other sums, such as fines, owed the Subdivision through legal or equitable action and to charge the wrongdoer for all costs and attorney fees or collection agent costs incurred as an additional lien on the defaulting Lot. The Trustees shall further be empowered to foreclose on an unpaid lien by non-judicial foreclosure under the guidelines applicable for foreclosure of a deed of trust.

**4.4 MAKING SPECIAL ASSESSMENTS.** If at any time the Trustees face a surge in Subdivision costs beyond the applicable budget, the Trustees by unanimous vote shall have the power to impose a special assessment equally on each Lot, with said sum to be due within 90 days, unless a bona fide emergency necessitates a shorter time frame. However, said special assessment shall be subject to the power of the Owners to call back and cancel it per Section 5.6 below.

**4.5 MANAGING FUNDS AND RESERVES.** The Trustees shall deposit and invest Subdivision funds only in accounts or investments that are insured by the U.S. Government.

The Trustees shall in their sole discretion determine what funds shall be allocated to reserves and when reserves shall be used to meet Subdivision financial requirements.

**4.6 MAKING SUBDIVISION RULES.** The Trustees shall have the power to make rules consistent with this Indenture, which they deem necessary and proper for control and use of the common elements, for conducting Subdivision business and for maintenance of good appearance, sound property values and decent community standards for the Subdivision. Such rules may specify fines and other sanctions for noncompliance. However, any rule shall be subject to the power of the Owners to call back and cancel it per Section 5.6 below.

**4.7 CONTROLLING THE COMMON ELEMENTS AND EASEMENTS.** The Trustees shall, on behalf of the Subdivision, hold title to the common elements to maintain them in good condition. The Trustees shall have the authority to set rules for use and enjoyment of the common elements. The Trustees shall represent the Subdivision on any regulatory question regarding the common elements, including but not limited to drainage and authority to grant access or easements over the common elements as required to provide service to Subdivision residents.

The Board shall have no power to sell any common ground or to give an easement over common ground without the prior vote of approval from 2/3 of the Lots voting in person or by Subdivision-issued absentee ballot.

**4.8 HIRING CONTRACTORS AND PROFESSIONALS.** The Trustees shall have the authority to hire contractors and professionals (accountants, attorneys, engineers, etc) as needed for Subdivision purposes. The Trustees shall also have the power to hire a professional management company to assist in operation of the Subdivision.

**4.9 PREVENTING OR ABATING NUISANCES.** The Trustees shall have the

power to prevent and correct any nuisance or safety or health violations endangering the property values or quality of life of the Subdivision. The Trustees shall have the power to cause to be removed or abated any newly constructed or placed structure or item which is lewd, dilapidated or grossly abrasive to reasonable community standards and maintenance of property values.

The Trustees shall have the power in their discretion on fifteen (15) day notice to trim or remove excess vegetation and debris from abandoned or neglected Lots and to charge the Owner for such work. The Trustees, their agents and the community shall not be liable for trespass or damages for any such action.

**4.10 DEALING WITH PUBLIC AUTHORITIES.** In conjunction with appropriate public authorities, the Trustees shall have the authority to speak and act for the Subdivision regarding streets, police and fire protection, lighting, signage, markers and drainage and sewer systems for the safety and benefit of the Subdivision. The Trustees are empowered on behalf of the community to deal with public authorities on any question of demands from said authorities regarding easement or condemnation rights affecting common land. Any proceeds obtained from condemnation of common land or easements shall go into the Subdivision treasury.

**4.11 OBTAINING AND MAINTAINING INSURANCE.** The Trustees shall obtain and maintain insurance at levels they deem appropriate, including but not limited to comprehensive, property loss, liability, and Trustee errors and omissions insurance.

**4.12 ENFORCING THE INDENTURE AND RULES.** The Board shall establish by rule a fair process to decide alleged violations. A person accused of violating a rule or Indenture provision shall be given fair notice and an opportunity to be heard before the Board makes any final decision on the alleged violation. If the accused fails to respond or answer, the Board may treat such failure as an indication there is nothing to be said on behalf of the accused.

The Trustees shall have full power to enforce the provisions of this Indenture and the Rules. The Trustees shall have the authority to place a lien on the Lot of any Owner in violation or default. The Trustees may seek enforcement of this Indenture or Rules in any appropriate court through legal or equitable action and may charge the wrongdoer for all costs and attorney fees incurred in enforcing the Indenture and/or the Rules.

**4.13 ARCHITECTURAL AND DESIGN PRIOR APPROVAL.** This community is intended to be comprised of homes and improvements which are reasonably compatible in design, style, appearance and value to maintain strong property values and a good quality of life. Consequently, any new construction and any significant change in a Lot or the exterior of an existing building or structure shall require prior review and approval by the Board.

Accordingly, any person or entity intending to construct or install any building or other improvement on any Lot or to remove or alter the exterior of any existing building or improvement or to alter the grade or slope of the land or to make major landscaping changes shall not commence any such work without seeking the prior written consent of the Board to such work.

The party seeking approval of any such work shall submit to the Board plans and specifications of the proposed work showing the particulars of the project. The Board shall acknowledge receipt of the request within ten (10) days from its submission.

The Board in its sole discretion shall have the power to approve such work or to disapprove such proposed work if the plans are inadequate or if the proposed work is incompatible with the requirements of this Indenture or of the existing general style of the community. If the Board fails to act within 30 days of submission, the proposed work shall be considered to be denied. If the proposed work is not approved by the Board, the proposed work shall not go forward, and the Board shall notify the owner in writing as to the reason for denial. The request may be resubmitted.

The Board shall have the power in its sole discretion to cause any such work undertaken by a party without first obtaining the prior approval of the Board to be corrected or removed at the expense of the violating party, who shall also pay all attorney fees and costs incurred by the Board. Approval of the proposal by any government entity shall not require the Board also to approve it.

In order to recover the cost of the wear and tear on the streets of the Subdivision; a \$1,000.00 Capital Improvement Fee shall be assessed to any Lot Owner who constructs a home on any unimproved lot.

## **ARTICLE V OWNER MEETINGS AND RIGHTS OF PARTICIPATION**

**5.1 NOTIFICATION OF ANNUAL AND SPECIAL MEETINGS.** The Trustees shall be responsible to mail written notice of the time and place of the Annual Meeting to all Lot Owners at their last known address to be mailed at least Thirty (30) days prior to the meeting. The notice shall also specify the procedures for Subdivision-issued absentee ballots for those unable to attend the meeting and shall include the proposed new budget and assessment for the upcoming year and the expense statement for the previous year.

Likewise, the Trustees shall be responsible to provide appropriate mailed notice to all Lot Owners at least Thirty (30) days before any duly called special meeting.

**5.2 QUORUM AND PARTICIPATION REQUIREMENTS.** No quorum shall be necessary for any meeting duly called upon 30 days prior written notice. Each Lot shall have one vote. One person per lot attending the meeting shall vote by printed ballot. All Subdivision-issued absentee ballots must be received by the time of the vote or postmarked the day of the Meeting or the ballot will not be counted. No lot owner who is delinquent in the payments of any assessments or fines shall be allowed to vote at any meeting, unless said lot owner has a Board approved payment plan in place and is in compliance with the plan.

**5.3 THE ANNUAL MEETING.** The Subdivision Annual Meeting of the Owners

shall occur in September of each year at a site to be stated in the notice of the meeting sent to all Owners.

The procedures for the Annual Meeting shall be as follows:

- a) The Board shall make its report to the community.
- b) All candidates for Trustee shall be permitted to speak before the vote.
- c) The election shall then proceed to fill the Trustee slot open for election that night. The person duly elected shall take office after the ballots have been counted and verified.
- d) The proposed budget and assessment for the upcoming year and prior year expense statement will be discussed, with Owners permitted to ask questions. The budget and assessment for the upcoming year shall then be put to a vote. Unless 2/3 of the Owners voting in person or by absentee ballot at the meeting vote against the proposed budget and assessment for the new year, said budget and assessment shall be adopted. If they are rejected by the Owners, the prior year's budget and assessment shall govern for the new year.
- e) The Owners shall then have time to ask questions and make comments.
- f) For all elections and ballot items, two owners shall be selected to witness the counting of the votes and certify the results. The vote tally will have to be verified within 10 days of the close of the vote.

**5.4 SPECIAL MEETINGS.** Special meeting of the Lot Owners may also be called upon 30 days prior written notice by action of a majority of the Trustees or by request in writing to the Trustees of the Owners of at least 10% of all the Lots. The agenda for the Special Meeting shall be stated in the notice.

**5.5 ACCESS TO RECORDS.** The current and the previous year's financial records of the Subdivision shall be open to review by any Lot Owner. All requests for records must be made by a 15 day prior written notice to the Board. The Trustees may charge a reasonable fee for the making of any copies requested and to reimburse the Subdivision for any other costs incurred.

Executive minutes of closed Board meetings may only be reviewed by protective order.

**5.6 POWER TO CALLBACK RULE OR SPECIAL ASSESSMENT.** The Owners by petition of 10% of the Lots or by vote of the majority of the Trustees may set a special meeting to vote on whether a rule or a special assessment made by the Board should be called back and nullified. The vote shall occur on 30 days prior mailed notice to all Owners stating the matter to be voted. If 2/3 of the Lots voting in person or by Subdivision-issued absentee ballot vote to callback and nullify the rule or special assessment at issue, then it ends as of that date. Any

payments made on a nullified special assessment shall be refunded. If there is not a 2/3 negative vote, then the rule or special assessment at issue stays in full force and effect.

**5.7 REMOVAL OF A TRUSTEE.** By petition of Owners owning 10% of all the Lots in the Subdivision, the Owners may call for an election to remove a Trustee prior to the expiration of the Trustee's term. The meeting shall be held upon 30 days prior written notice. At the meeting fair opportunity shall be given for both sides to speak before the vote. If 2/3 of the Lots, voting in person or by subdivision-issued absentee ballot, vote to remove the Trustee in question, then that Trustee shall immediately cease holding office and a vacancy shall exist to be filled by the Board of Trustees. The Removed Trustee may not be appointed to fill the vacancy created by their removal. If there is not a 2/3 negative vote, then the Trustee serves for the remainder of the term.

## **ARTICLE VI SCOPE OF PERMITTED USES AND ACTIVITIES BY ALL LOT OWNERS**

All lot owners shall be bound by the following provisions, and the Trustees shall have full power to enforce these provisions:

**6.1 NO NUISANCE.** No Owner or guest may carry on any practice, or permit any practice to be carried on, which constitutes a nuisance or unreasonably interferes with the quiet enjoyment of the occupants of any other Lot by way of excessive noise, litter, foul odors, garish lighting, health hazards, vandalism, illegal or dangerous activity, threats or messes from animals, intimidating activity, traffic congestion or safety hazards. Because maintenance of a reasonable range of community appearance is crucial to maintenance of sound property values and a good quality of life, no Owner shall place on or about the exterior of the Lot any structure, coloration, drawing or item which is vulgar, which is grotesquely in disharmony with the style of the community or which has negative impact upon property values. Each Owner shall maintain its Lot in a clean and sanitary condition in general harmony with community standards.

**6.2 SINGLE-FAMILY RESIDENTIAL USE.** All Lots shall be used only for single-family residential use in accordance with local ordinances.

**6.3 COMMERCIAL USE.** No commercial activity shall be overtly conducted (as determined solely by the Trustees) with signs or advertising on site, nor shall commercial activity occur within the Subdivision which would cause excessive foot or vehicle traffic to a Lot or be a nuisance to other Lot Owners. Commercial activity by computer or phone that causes no such problems is permissible.

**6.4 ANIMALS AND PETS.** Lot owners shall not have livestock or farm animals or poultry or dangerous animals on their premises. No animals of any kind shall be raised for profit as a business. Lot Owners or residents may have ordinary house pets, so long as the Owner or resident does not have more than four. Lot Owners and residents are expected to clean up regularly after said pets and to prevent them from roaming on the property of others or on common ground. Dogs shall be kept on a leash or behind a fence when outdoors.

**6.5 VEHICLE RESTRICTIONS.** Lot owners, residents and their guests shall not store, in plain view, any derelict or unlicensed vehicle on any lot in the Subdivision. No vehicle greater than 1.5 ton or longer than 25 feet shall be regularly parked in the Subdivision.

All motor homes, campers, trailers or watercraft must be parked in the garage/carports or driveways. Due to the narrowness of the streets, the safety of pedestrians and the need for emergency vehicles, snow plows to be able to freely navigate the Subdivision all Commercial vehicles or vehicles with commercial markings directly used in the livelihood of a resident shall be parked in the driveways and not parked on the street.

Lot owners, residents and their guests shall not undertake any vehicle maintenance in the streets.

**6.6 EXTERNAL CONSTRUCTION AND GROUND CONTOURS.** Any change in the exterior appearance [exclusive of normal maintenance or repainting] of an existing building or any new outbuildings or exterior structures, pools, significant new systems or major alteration of ground contours shall require the prior approval of the Board before implementation. Pools may be in-ground or above-ground and must have adequate water and run-off controls. New outbuildings or sheds shall not be higher than eleven feet nor nearer than 3 feet to the adjacent property line nor greater than 120 square feet in size nor used as a residence without Board approval. There shall be no permanent tents or dog run structures.

**6.7 OWNER MAINTENANCE DUTY.** Deteriorated conditions have a negative impact on the property values of the Subdivision. If an Owner fails to maintain features on the lots which are the responsibility of the Owner in good order, or an Owner allows deteriorated or unsightly conditions to develop on the lots, the Board shall have the power to order the Owner to do the corrective work at the Owner's expense, to fine the Owner and/or to do the corrective work and charge the Owner's account for all such costs plus any attorney fees or court costs incurred by the Board.

**6.8 RESPONSIBILITY FOR DAMAGE.** If either the Subdivision or the Owner, directly or through another, negligently or intentionally, damages the property of the other, the party who caused the damage shall pay for all repairs. An Owner shall be responsible for all damage caused by the Owner, residents of the household, guests, renters, invitees or contractors.

**6.9 LEASE RESTRICTIONS.** Owners may lease or rent their homes. The Board shall be informed of the tenants on site for emergency notification purposes. Any lease shall be expressly subject to this Indenture and all rules adopted by the Board. Conduct of a tenant shall be subject to the guidelines of this Indenture and the rules set by the Board.

**6.10 SIGNAGE AND LIGHTING.** Signs shall not exceed five (5) square feet in size. Political signs shall be taken down by one week after election day. Commercial contractor signs shall be taken down two weeks after the work is completed. Garage sale signs shall be removed from every location within 24 hours after the sale. Holiday lighting and decorations should not cause traffic congestion or be intrusive on neighbors and shall be removed by 30 days after the holiday.

**6.11 PLANTINGS AND ORNAMENTS.** All plantings shall be neatly maintained and shall avoid blocking vision at intersections and driveways. Dead branches shall be regularly trimmed from trees. Boundary hedges shall be subject to the general height limitations applicable to fences. Lawn ornaments shall be neatly maintained and shall not be excessive in number. No vegetable or fruit gardens shall be planted in any front yard.

**6.12 DUMPING.** There shall be no unauthorized dumping of construction materials, lawn clippings, tree branches or any other debris in or about the parks and common ground of the subdivision. An Owner shall be responsible for all damage and the cost of cleanup caused by the Owner, residents of the household, guests, renters, invitees or contractors.

## **ARTICLE VII NOTICES**

**7.1 OWNER RESPONSIBILITY FOR CURRENT ADDRESS.** The Lot Owner shall be responsible to keep its notification address current.

**7.2 NOTIFICATION ADDRESSES.** The Board shall be notified by mail addressed to an address designated by the Board for communications. Notice to an Owner shall be valid if mailed to its last address registered with the Board.

## **VIII AMENDMENT OF THIS INDENTURE**

This New Indenture may be amended according to the following procedures:

### **8.1 PROPOSING AN AMENDMENT.**

A. **TRUSTEE PROPOSED.** The Trustees by unanimous vote may submit to the Owners a proposed amendment, which shall be submitted to the Owners for a vote according to Section 8.2 below.

B. **OWNER PROPOSED BY PETITION.** By written petition signed by 10% of all the Lot Owners, the Owners can submit a proposed amendment to the Owners for a vote according to Section 8.2 below.

C. **SUBMITTED BY AN OWNER.** An Owner may submit to the Trustees a proposed amendment in writing. If the Trustees agree unanimously to submit the proposed amendment to a vote, it will be submitted to the Owners according to Section 8.2 below. If the Trustees do not vote unanimously to submit the proposed amendment, they shall deliver to the submitting Owner their reasons.

**8.2 VOTING ON A PROPOSED AMENDMENT.** Any proposed amendment shall be subject to approval by the Owners at a duly called meeting. Notice of this meeting, along with a

written statement of the proposed amendment, shall be given at least 30 days prior to the meeting by delivering the same, U.S. postage prepaid, to the Owners at their official address as kept in the Subdivision records. An affirmative vote of two-thirds [2/3] of the Owners who are voting, in person or by Subdivision-issued absentee ballot, is required to approve any proposed amendment. If the amendment is approved, the Trustees shall execute and file the amendment with the Recorder of Deeds of Jefferson County.

**END**

John Linsenbrack  
Trustee John Linsenbrack

Holly Tichy  
Trustee Holly Tichy

Lynn Daugherty  
Trustee Lynn Daugherty

Don McKean  
Trustee Don McKean

Tim Davis  
Trustee Tim Davis

Being All of the Trustees for Hermitage Hills

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

On this 15<sup>th</sup> day of November, 2012 before me, a Notary Public in and for said County and State, appeared John Linsenbrack, Holly Tichy, Lynn Daugherty, Don McKean, Tim Davis to me personally known, who being by me duly sworn, did say that they are the Trustees for Hermitage Hills, and that the foregoing instrument was signed by them with full authority as Trustees and acknowledged said instrument to be the free act and deed of the Trustees of Hermitage Hills.

IN WITNESS WHEREOF, I have set my hand and affixed by Notary Seal the day and year first written above.

[Signature]  
Notary Public

My Commission Expires:

