

AMENDMENT TO VILLAGE OF JEFFERSON INDENTURE,  
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made this 18<sup>th</sup> day of JANUARY, 1982, by JEFFERSON SAVINGS AND LOAN ASSOCIATION, a Missouri coporation, hereinafter referred to as "Developer";

"WITNESSETH THAT:

WHEREAS, Developer has recorded in Book 487 at Page 561 in the Recorder's Office of Jefferson County, Missouri a Deed of Indenture, Covenants, Conditions and Restrictions, and

WHEREAS, ARTICLE X, SECTION 3 of said Deed provides that said Indenture, Covenants, Conditions and Restrictions may be amended by Developer without joinder by any other lot owner at anytime prior to completion of dwellings on all lots by Developer, and

WHEREAS, the Developer has not completed dwellings on all lots in the Village of Jefferson and desires to amend the Indenture, Covenants, Conditions and Restrictions,

NOW, THEREFORE, undersigned by these presents, does hereby amend said Deed of Indenture, Covenants and Restrictions as follows:

1. The following ARTICLE shall be added to the said Deed of Indenture, Covenants, Conditions and Restrictions;

ARTICLE XI

(1) Priority of Liens. The liens referred to herein under ARTICLE IV, SECTION 1 and SECTION 8, ARTICLE V(9) and (10), and under any other ARTICLE or SECTION of this Indenture shall constitute a lien on the interest of such lot owner in the property, and upon the recording of notice thereof by the Association shall be a lien on such owner's interest in the property subordinate to other liens and encumbrances on the interest of such owner recorded prior to the date such notice is recorded which by law would be a lien thereon prior to subsequently recorded emcumbrances.

(2) Payments. Any encumbrancer holding a lien on any lot which does not take priority to the assessments and other charges subject to a lien under this Indenture may pay such assessments or charges with respect to such lot and upon such payment such encumbrances shall have a lien on such unit for the amounts paid at the same rank as the lien of such encumbrance.

(3) Deed in Foreclosure. In the event any person acquires or is entitled to the issuance of a sheriff's or other official deed in foreclosure of any lien created herein, such deed conveying the interest of any lot owner and the interest so acquired shall be subject to all of the provisions of this Indenture and to the terms, provisions, covenants, conditions and limitations contained in this Indenture and all amendments thereto then enforce.

2. ARTICLE III, SECTION 2, is hereby amended in that Class B Membership shall cease and terminate on December 31, 1988 rather than December 31, 1983; otherwise said SECTION shall remain in full force and effect as originally written.

3. ARTICLE X, SECTION 3, is hereby amended in changing the date therein from December 31, 1983 to December 31, 1988; otherwise said SECTION shall remain as originally written.

4. ARTICLE X, shall be amended by adding the following SECTION:

ARTICLE X

SECTION 5. Invalidity. The invalidity of any provision in this Indenture shall not impair or affect the validity, enforceability or effect of the remainder of this instrument.

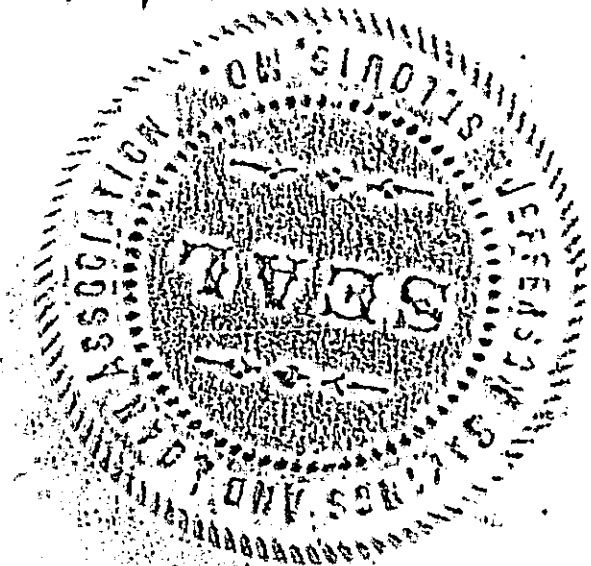
IN WITNESS WHEREOF, the undersigned has executed these presents the 18<sup>th</sup> day of January, 1982.

JEFFERSON SAVINGS & LOAN ASSOCIATION  
By Lloyd Doerflinger, Jr.  
Lloyd Doerflinger, Jr., Vice-President

(Seal)

Attest:

STATE OF MISSOURI            )  
  ) SS:  
COUNTY OF JEFFERSON     )



On this 18<sup>th</sup> day of JANUARY, 1982, before me appeared Lloyd Doerflinger, Jr., to me personally known, who being duly sworn, did say that he is the Vice-President of Jefferson Savings and Loan Association, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and acknowledged said instrument to be the free act and deed of said corporation.

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

James M. Schattgen  
Notary Public

My commission expires:

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JAMES M. SCHATTGEN, NOTARY PUBLIC  
State of Missouri, County of St. Louis  
My Commission Expires October 11, 1983

FILED FOR RECORD  
AT 10 O'CLOCK 31 MIN. A.

JAN 22 1982

RICHARD KING, RECORDER



**END OF DOCUMENT**