



## **RECORDING MEMORANDUM**

**Instrument:** 2025 Amendment to the 2006 Revised Indenture of Trust  
and Restrictions for Country Creek Subdivision

**Grantor:** Country Creek Subdivision Trustees  
218 Country Creek Ct.  
Ballwin, MO 63011

**Grantee:** Country Creek Subdivision Trustees  
218 Country Creek Ct.  
Ballwin, MO 63011

**Date:** October 16, 2025

**Legal Description:** See Exhibit A, which is attached hereto and incorporated  
herein by reference

**County:** St. Louis County, Missouri

**Reference:** Book 17270, Page 3259

**Return To:** Sandberg Phoenix &  
The Community Association Lawyers  
600 Washington Ave., 15th Floor  
St. Louis, MO 63101  
(314) 231-3332

This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**2025 AMENDMENT TO THE 2006 REVISED INDENTURE OF TRUST AND  
RESTRICTIONS FOR COUNTRY CREEK SUBDIVISION**

THIS AMENDMENT to the 2006 Revised Indenture of Trust and Restrictions for Country Creek Subdivision is made and entered into as of this 16<sup>th</sup> day of October, 2025, by Country Creek Homeowners Association, an unincorporated homeowners association ("Association").

WHEREAS, Country Creek ("Subdivision") exists by virtue of the "2006 Revised Indenture of Trust and Restrictions for Country Creek Subdivision" as recorded at Book 17270, Page 3259 in the records of St. Louis County, Missouri, as may be amended ("Indenture"); and

WHEREAS, the plats of the Subdivision are as described in Exhibit A hereto, which is incorporated herein by this reference ("Plat"); and

WHEREAS, pursuant to Article VI, Section 1 of the Indenture, the owners are authorized to amend the Indenture by the written consent of two-thirds (2/3) of all the owners of lots in the Subdivision; and

WHEREAS, the owners desire to amend the Indenture; and

WHEREAS, this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Indenture is amended as follows:

- A. *Article I of the Indenture related to Selection of Trustees/Meeting of Lot Owners is amended as follows:*

"1. Each of the three Trustees for Country Creek Subdivision shall serve in that capacity for a three (3)-year term which however shall earlier expire at such time a Trustee no longer owns at least one (1) lot in Country Creek Subdivision. In the event any Trustee shall no longer own at least one (1) lot in Country Creek Subdivision, or in the event of death, disqualification, resignation, failure or refusal to act of any of said Trustees during such term, the surviving or remaining Trustee or Trustees shall select and appoint a successor Trustee or Trustees to act in his or their place and stead for the non-expired term of such Trustee or Trustees. Any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustee or Trustees. Any successor appointed as described above, however, must: (a) be a lot owner or parcel owner in Country Creek Subdivision, (b) have all prior subdivision assessments paid in full, and (c) must not be determined to be in violation of the Indenture or any rules and regulations of the Subdivision, after notice and opportunity to be heard with regard to such violation. After the expiration of the term of office of said Trustees, their successors shall be elected as provided hereinafter.

2. The owners of the lots in Country Creek Subdivision shall hold an annual meeting on the first Thursday in April and at a place as may be selected by the Trustees and at such annual meetings the lot owners shall take up and consider such business relating to the welfare of the subdivision, including the election of Trustees, as may come before them. Should the need for additional meetings of lot owners arise during the year, such "Special" meetings may be called by any one (1) member of the Board of Trustees or by the owners of any ten (10) lots in the subdivision, notice thereof to be given by the person or persons calling said meeting in the same manner as the notice hereinafter provided with respect to the annual meeting. Ten (10) days' notice in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by the Board of Trustees or by a Trustee calling said meeting, by direct delivery to each lot owner or by mail.

3. At the annual meeting, the owners shall elect successor Trustees for those whose terms have expired or replace vacancies or Trustee-appointed replacement Trustees. The term shall be three (3) years for a Trustee succeeding one whose term has expired. For replacement trustees, the term shall be for the balance of the original term, so that one (1) Trustee term shall normally expire each year, keeping two (2) experienced Trustees ongoing, so that at each successive annual meeting thereafter the owners shall elect, for a three (3)-year term, one (1) Trustee to succeed that Trustee whose term has expired.

4. Upon the sale of all Country Creek Property, death, disqualification, resignation, failure or refusal to act of any Trustee so elected, the remaining Trustee or Trustees shall have the right and duty to appoint a successor Trustee to act until the next annual meeting of the lot owners, at which time a Trustee shall be elected for the non-expired term of said Trustee.

5. Qualifications for all Trustees, either elected or appointed as described above, shall be: (1) the ownership of at least one (1) lot in Country Creek Subdivision, (2) a "paid in full" status on all prior subdivision assessments, and (3) must not be determined to be in violation of the Indenture or any rules and regulations of the Subdivision, after notice and opportunity to be heard with regard to such violation. Any Trustee may be discharged from office before the normal expiration of his term, by a vote of one-half (1/2) of all the lot owners in Country Creek Subdivision. In this event, the remaining Trustees shall appoint a successor as provided for hereinabove. A reasonable effort should be made to have a Trustee elected from each of the three (3) plats of the Subdivision; however, if such representation is not reasonably available, then Trustees may be elected from any plat.

6. At all annual or special meetings of the lot owners, each lot shall be entitled to one (1) vote for each full lot owned which vote may be cast in person or by written proxy, as outlined in Section 9 below. Any lot owner who has failed to pay any assessments then due and payable shall not be entitled to vote at any annual or special meeting as provided above. For the election of Trustees, the person receiving the highest number of votes or ballots shall be deemed elected and shall upon his/her acceptance in

writing, at once and by force of this Indenture imposed, succeed to be vested with and possess and enjoy as a joint tenant, but not as a tenant in common with the remaining Trustee or Trustees, all of the estate, rights, interest, privileges and powers by this Indenture granted to him/her or their predecessors.

7. Any other business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting as described above. The Trustees shall be required to present a written financial report and proposed budget and assessment for the subdivision at each annual meeting.

8. A quorum for voting at any annual or special meeting shall be a minimum of ten (10) of the eligible lot owners entitled to vote, or their representatives (with the lot owner's written acceptance) or by written proxy except as otherwise specified herein. At all meetings, a simple majority vote of those present in person or by written proxy shall govern. The Board of Trustees shall govern the proceedings at all meetings informally but in general accordance with "Robert's Rules of Order," and shall ensure that business is conducted in a fair and orderly manner. Minutes shall be recorded for all meetings described above and shall be published and issued to all lot owners within two (2) months following such meeting.

9. A lot owner may appoint a proxy holder to cast a ballot at a meeting of the lot owners. Any proxy submitted must have the lot owner's name printed, his or her signature, address within the Subdivision, email address, phone number, and printed name of the proxy holder. The proxy shall be submitted to the Trustees prior to the meeting being called to order.

A. A lot owner may provide a "directed proxy", which shall bind the proxy holder to submit a ballot at the meeting as directed by the lot owner, or a lot owner may provide a "general proxy", which shall authorize the proxy holder to vote on all matters to be voted upon at the meeting. No proxy holder may hold more than three (3) general proxies. The proxy must describe the authority provided to the proxy holder.

B. The Trustees shall have the authority to determine whether a proxy is valid. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail. If proxies were executed on the same date, both shall be deemed invalid.

C. A proxy holder must own a lot within the Subdivision or may be an attorney representing the lot owner.

D. Every proxy shall be revocable and shall automatically cease upon conveyance of any lot for which it was given, receipt by the Trustees of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a lot owner who is a natural person, adjournment of the meeting for which the proxy is given, or eleven (11) months from its date of execution.

E. The Trustees may require use of an approved proxy form; such form shall not have any vote precasted."

B. *A new Section 13 related to Enforcement is added to Article III of the Indenture to read:*

"13. The Trustees, upon a unanimous vote, shall have the power to impose fines and penalties for any violation of the Indenture and/or rules and regulations adopted by the Trustees. Fines, including any costs of correcting or abating a violation and reasonable attorney's fees, are enforceable as an assessment under the Indenture. The following procedures shall apply prior to imposition of fines or penalties (collectively, "penalty"):

A. The Trustees shall notify the alleged violator ("Respondent") with written notice describing (1) the nature of the alleged violation, (2) the proposed penalty to be imposed, (3) a period of not less than ten (10) days within which the alleged violator may request a hearing before the Trustees (which may be reduced if the Trustees believe that a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed as contained in the notice unless a written request for hearing is received within ten (10) days of the notice. If a timely request for a hearing is not made, the penalty stated in the notice shall be imposed; provided the Trustees may, but shall not be obligated to, suspend any proposed penalty. Such suspension shall not constitute a waiver of the right to penalize future violations of the same or other provisions of the Indenture or rules and regulations by any person.

B. If a hearing is timely requested by the Respondent, the hearing shall be held in private with the Trustees and legal counsel, if applicable. The purpose of the hearing is to provide the Respondent with an opportunity to be heard and present facts and witnesses in response to the alleged violation prior to the levy of a penalty.

C. Any failure to comply with this Section 13 shall not invalidate any fine levied so long as the lot owner had notice of the hearing.

D. The Trustees may adopt a fine schedule for any violation of the Indenture and/or rules and regulations adopted by the Trustees. Fines may be different for different violations, and may include daily fines for continuing violations and escalating fines for violations that are not corrected or are repeated.

E. Notice and opportunity to be heard not need to be provided for subsequent violation of the same provision of the Indenture and/or rules and regulations unless: (a) the amount of the fine is 50% higher than the previous fine, or (2) the fine was levied more than two (2) years prior. "

C. *Section 2, Subsection C of Article IV related to assessments is deleted in its entirety and is replaced by a new Section 2 Subsection C that shall read as follows:*

C. Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. Notwithstanding anything herein to the contrary, a Trustee shall not be required to pay the regular assessment set forth in Section 1.A. above during the time he/she is serving as a Trustee. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum and late fees of \$15.00 per month until paid, and such payment, interest and late fees shall constitute a lien upon said lot upon which the residence is situated, and said lien shall continue in full force and effect until said amount is fully paid. Each lot owner, regardless of the manner in which he acquired title to his lot, covenants to pay and shall be personally liable for all assessments and other charges coming due while he is an owner. In addition to the covenant to pay, the lot owner at the time an assessment is due shall be personally liable for same, together with such charges as may be imposed under this Indenture. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume such personal obligation. The obligation and covenant to pay may not be avoided by waiver of the use of the Common Land or services, or by abandonment of the lot, or by reliance upon any claim against the Association, Trustees, another lot owner or any third party.

In addition to each lot owner's personal liability as described above, the Association has a lien against a lot for any assessment or fine from the time the assessment or fine becomes due, which shall include any other monies owed to the Association.

For any liens executed after recording of this Amendment, a lien under this Section is prior to all other liens and encumbrances on a lot (including any mortgage or deed of trust) except for those liens, mortgages or deeds of trust of record at the time of the recording of this Amendment, real estate taxes and other governmental assessments or charges against the lot. The lien is not subject to the provisions of Mo. Rev. Stat. §513.475 (2000)(homestead exemption).

The Association's lien for unpaid assessments and other charges shall be deemed perfected upon date this Amendment is recorded. A notice of the Association's lien, in the Board's discretion, may be recorded in the records of St. Louis County, Missouri.

The Association may initiate suit to recover sums for which this Section creates a lien. In addition, and without waiver of any remedies, the Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Mo. Rev. Stat. §§ 443.290 to 443.440 (2010).

A judgment or decree in any action brought under this Section shall include all costs, attorney's fees (including costs and fees incurred in executing the judgment), and other charges owed to the Association for the prevailing party.

D. *The following language is added to Article IV, Section 5 of the Indenture, which section shall otherwise remain unchanged:*

"The Association shall also maintain:

A. Directors' and officers' liability insurance covering all of the Trustees. Such policy shall: (a) provide full prior acts coverage, (b) include coverage for the individual Trustees and the Association as well as any managing agent as additional insureds, (c) defend against non-monetary claims, and (d) defend against claims asserting discrimination on account of a protected class.

B. Fidelity insurance in an amount not less than thirty thousand dollars (\$30,000.00), although the Association may carry fidelity insurance in greater amounts."

E. *A new Section 22 related to Nuisance is added to Article V of the Indenture to read as follows:*

"22. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any other lot or its occupants. Without limiting the generality of the foregoing, a nuisance includes any excessive or repeated actions, noise, odor, or other disturbance that has a negative impact on adjacent lots or residents, but shall not include any noise or vibrations occurring in conjunction with construction, improvement or maintenance of a lot conducted during reasonable hours. The Trustees have the power to determine if any device, noise, odor or activity constitutes a nuisance, and has the power to adopt additional rules to restrict and prohibit nuisances. If the Association is required to incur any costs, including attorney's fees or other consultant fees, in the process of investigating a nuisance claim, such costs may, in the sole discretion of the Trustees, be allocated amongst the owners who are themselves or whose tenants are either complaining of a nuisance or who are accused of creating the nuisance, depending on whether a valid nuisance is determined to have occurred."

F. *Article VI, Section 1 of the Indenture related to amendments is deleted in its entirety and is replaced with the following:*

"1. Except as otherwise provided in this Indenture, this Indenture may be amended at any time with substantial compliance of the following procedures: (1) the Trustees shall send a copy of the proposed amendment to each lot owner subject to the Indenture with a ballot; (2) the lot owner shall have a minimum of thirty (30) days from the date the proposed amendment is sent to cast a ballot on the proposed amendment; and (3) the amendment is approved by two-thirds (2/3) of the votes in the Association with a non-vote constituting a vote to approve the amendment.

A. An amendment may change or eliminate any restriction in this Indenture or add new and/or more burdensome restrictions; however, unless an adequate

substitution is made, no amendment can: (1) eliminate the requirement that there be an Association, or (2) eliminate the power of the Association to levy assessments. Further, no amendment shall (1) change each lot's allocated interests or (2) change a lot's restricted use (single-family residential) without unanimous consent.

B. No challenge to the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Indenture.

C. Each amendment shall be executed by the Trustees in the presence of a notary and certified by another officer that such amendment was adopted in accordance with this Article. Such amendment shall be recorded in St. Louis County and effective upon recording unless otherwise expressly stated therein.

D. Notwithstanding anything to the contrary, the Trustees are authorized to amend this Indenture without further approval to correct technical or clerical errors or to bring the Association and the Indenture into compliance with conditions imposed by agencies providing government-insured or guaranteed loans."

G. *The Trustees are 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 Indenture.*

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

I. *Except as expressly modified herein, the Indenture in all other respects shall remain in full force and effect.*

[Signatures on following page.]

IN WITNESS WHEREOF, the Trustees of Country Creek Homeowners Association, an unincorporated homeowners association, hereby execute this Amendment on the day and year first above written.

By: [Signature]  
Trustee

Print Name: Glen House

By: [Signature]  
Trustee

Print Name: Bret Schubert

By: \_\_\_\_\_  
Trustee

Print Name: \_\_\_\_\_

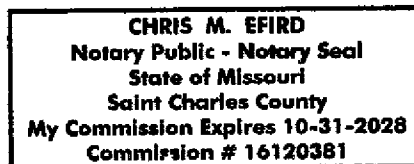
STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. LOUIS COUNTY )

On this 21 day of November, 2025, before me appeared Glen House, Bret Schubert, and \_\_\_\_\_ who, being by me duly sworn, did say that they are the Trustees of Country Creek Homeowners Association, an unincorporated homeowners association, and that said persons acknowledged said instrument to be their free act and deed on behalf of the Association.

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

[Signature]  
Notary Public

My Commission Expires: 10-31-2028



## **EXHIBIT A**

### **COUNTRY CREEK LEGAL DESCRIPTION**

Country Creek, a subdivision, according to the plat thereof as recorded in Book 166, Page 6 of the records of St. Louis County, Missouri.

Springwood Plat One, a subdivision, according to the plat thereof as recorded in Book 166, Page 8 of the records of St. Louis County, Missouri.

Springwood Plat Two, a subdivision, according to the plat thereof as recorded in Book 166, Page 10 of the records of St. Louis County, Missouri.