

Clayton, MO 63105

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GERALD E. SMITH, RECORDER OF DEEDS ST. LOUIS COUNTY MISSOURI 41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF			
NSTRUMENT	GRANTOR	TO	GRANTEE
AMDT	WEDGWOOD GREEN REA	SIDENTS	
ROPERTY ESCRIPTION:	ASSOCIATION		
	Lien Number	Notation	Locator
INSTRUMENT, the is furnished merely a and the attached Doc	signed Recorder of Deeds, do hereby cere NAMES of the GRANTOR and GRAS as a convenience only, and in the case of cument, the ATTACHED DOCUMENT the BOOK and PAGE of the recorded by	ANTEE as well as the DESCRIPTIO any discrepancy of such information by governs. Only the DOCUMENT NU	N of the REAL PROPERTY affected between this Certification Sheet IMBER, the DATE and TIME of
STATE OF MIS		OF DEEDS DOCUMENT CERTI	FICATION
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I, the instru	undersigned Recorder of Deeds for said ment of writing, which consists of1  25 day of August	04 pages, (this page inclusive), was	s filed for record in my office
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I, the instruction the at the	undersigned Recorder of Deeds for said ment of writing, which consists of1 e25day ofAugustpage number printed above.	County and State, do hereby certify th [04_ pages, (this page inclusive), was	s filed for record in my office recorded in the book and

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#### DOCUMENT COVER SHEET

Date of Document:

*8' ⋅ [3]*, 2020

Title of Document:

Amendment to Amended and Restated Indenture of Trust and

Restrictions of Wedgwood Green Subdivision

Grantor:

Wedgwood Green Residents Association

Grantor's Address:

c/o City & Village Tax Office

3 Hollenberg Ct. Bridgeton, MO 63044

Grantee:

Wedgwood Green Residents Association

Grantee's Address:

c/o City & Village Tax Office

3 Hollenberg Ct. Bridgeton, MO 63044

Legal Description:

See Exhibit A of Attachment A

Prior Recording Information:

Book 22302, Page 312

After recording return to: Stephen G. Davis, Esq. Carmody MacDonald, P.C. 120 S. Central Ave., Suite 1800 St. Louis, MO 63105

## AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS OF WEDGWOOD GREEN SUBDIVISION

Attached hereto as <u>Attachment A</u> is an Amendment to the Amended and Restated Indenture of Trust and Restrictions of Wedgwood Green Subdivision (the "Indenture Amendment"), which was adopted by written ballot sent to the Owners of Wedgwood Green Subdivision on or about June 5, 2020, which such written ballots are attached hereto as <u>Attachment B</u> and which constitute the written consent of a majority of votes of the lots, as required by the Court Judgment (as that term is defined in the Indenture Amendment). The Indenture Amendment amends the Indenture and is effective upon its recording in the Office of the Recorder of Deeds for St. Louis County, Missouri.

	Wedgwood Green Residents Association  By: Lucly N Wright  Print Name: Evely A Wright  Title: President  Date: 8-13-2020
and that the foregoing was executed for the purpose this instrument on behalf of said Association as its  IN WITNESS WHEREOF, I have hereunt	o set my hand and affixed my official seal in the
County and State aforesaid on the day and year fire  My Commission Expires:	Notary Public
SILVA FISHER-GRIFFIN Notary Public - Notary Seal State of Missoun Commissioned for St. Louis County My Commission Express September 13, 2020 Commission Number: 12529056	

### ATTACHMENT A

[See Attached Amendment to the Amended and Restated Indenture of Trust and Restrictions of Wedgwood Green Subdivision]

## AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS OF WEDGWOOD GREEN SUBDIVISION

This Amendment to the Amended and Restated Indenture of Trust and Restrictions of Wedgwood Green Subdivision ("Amendment") is made with the approval of a majority of the votes of the lots in the subdivision.

WHEREAS, the real estate described on Exhibit A, attached hereto and incorporated herein, known as Wedgwood Green Subdivision (collectively, the "Subdivision") is subject to that certain Amended and Restated Indenture of Trust and Restrictions of Wedgwood Green Subdivision, County of St. Louis, Missouri, recorded on December 6, 2016, in Book 22302, Page 311 of the Office of the Recorder of Deeds of St. Louis County, Missouri (the "Indenture").

WHEREAS, reference is hereby made to the indenture for all purposes, and any and all capitalized terms used herein shall have the meaning set forth in the Indenture, unless otherwise specified in this Amendment.

WHEREAS, a certain Final Order and Judgment entered by the Circuit Court of St. Louis County, Missouri, on August 26, 2015, in Cause Number 15SL-CC01314 styled Ray T. Spivey, et al., Plaintiffs v. Wedgwood Green Residents Association, Defendant, and recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri on October 9, 2015, at Book 21717, Page 0292 (the "Court Judgment") provides that the Indenture may be amended by a majority of the votes of the lots at a meeting of the owners of the Subdivision (the "Owners").

WHEREAS, pursuant to the Court Judgment and Mo. Rev. Stat. § 355.266, a vote was taken via written ballot of the Owners, whereby the Owners voted and approved certain amendments to the Indenture, which such amendments are detailed below.

NOW THEREFORE, pursuant to the authority referenced above, the Indenture is hereby amended as follows:

A new Section 8 is hereby added to Article III of the Indenture, and the current Sections 8 through 11 of Article III of the Indenture are accordingly renumbered as Sections 9 through 12:

- "8. <u>Leasing</u>: Each Owner shall have the right to lease or rent the dwelling located on such Owner's Lot (the "Dwelling Unit") for single family residential purposes only, subject to the following requirements:
  - (a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Indenture, as amended from time to time, and the Association's Bylaws. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violation of (i) the Rules and Regulations or (ii) the Indenture as amended, shall be the basis for termination of the lease or rental agreement, by either the Owner or the Association.
  - (b) Every proposed lease or rental agreement shall be subject to the Board of Directors' approval so as to assure compliance with this Section. Every proposed lease or rental agreement must be accompanied by an occupancy permit for the Dwelling Unit being rented or leased and must include a copy of the Wedgwood Green Residents Association Lease Addendum, in a form approved by the Association which such form

- shall be substantially in conformity with the form attached herein as Exhibit B, which such Addendum must be signed by the landlord, lessee/occupant and an officer of the Association.
- (c) Every lease or rental agreement shall appoint the Board in its sole and absolute discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Association shall have the right of action to evict or otherwise terminate the lease or rental agreement or the lessee/occupant's possession to the Dwelling Unit under the Rent and Possession Laws or Unlawful Detainer Laws of the State of Missouri. The Board and the Association shall have no liability to the Owner or the lessee/occupant on account of any action taken to evict or otherwise terminate the lease or the lessee/occupant's possession of the Dwelling Unit. For any action taken by the Association in order to enforce the provisions of this Section 8, including but not limited to any action taken to evict or otherwise terminate the lease or the lessee/occupant's possession of the Dwelling Unit or the imposition of reasonable lines, the costs and attorney's fees incurred by the Association in connection with that action shall be collectable from the lessee/occupant in that action, and from the Owner of the Dwelling Unit in the same manner as any other assessment under this Indenture
- (d) For any lease or rental agreement permitted under this section, the rent is hereby pledged and assigned to the Association as security for the payment of all assessments due by that Owner to the Association pursuant to the Indenture. If the assessments owed by the Owner of a rented Dwelling Unit are more than 30 days delinquent, the Association may collect, and the lessee/occupant shall pay to the Association, the rent for any Dwelling Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee/occupant need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Association's request. The Association shall send notice to the Owner by any reasonable means at least 10 days prior to initiating the collection of rent from the Owner's lessee/occupant. The lessee/occupant shall not have the right to question the Association's demand for payment. Payment by the lessee/occupant to the Association will satisfy and discharge the lessee/occupant's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Dwelling Unit rental or a waiver of the Owner's obligations as provided in the Indenture. If a lessee/occupant fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer, for non-payment of rent or for rent and possession under Missouri law, or any other legal or equitable remedy available to a landlord under Missouri law, and the costs and attorney's fees incurred by the Association in connection with that action shall be collectable from the lessee/occupant in that action, and from the Owner of the Dwelling Unit in the same manner as any other assessment under this Indenture.
- (e) Every lease or rental agreement shall have a minimum initial term of one (1) year.
- (f) Leasing of Dwelling Units will be limited to thirty percent (30%) of the total number of Dwelling Units in the Subdivision. After the percentage of Dwelling Units being leased in the Subdivision reaches thirty percent (30%), no additional leases will be permitted until current leases are terminated or leased Dwelling Units are released from lease. All Owners must notify the Association when a lease is amended, terminated, extended, or renewed. An extension or renewal of an existing lease shall be treated as the same lease for purposes of calculating the 30% limitation on rentals.

- (g) Upon execution of a lease or rental agreement with a lessee/occupant, the Owner of said leased or rented property agrees to pay the Association a non-refundable fee, in an amount to be determined and adjusted as necessary by the Association, for the Association's administrative costs related to said lease or rental.
- (h) The Association shall have the authority to adopt additional rules and regulations for the enforcement and interpretation of these provisions, including, but not limited to, the imposition of fines against Owners and/or their tenants for violations of these provisions.
- (i) A Dwelling Unit shall be deemed to be "leased" or "rented" if it is being occupied by someone who is not the Owner, based upon the St. Louis County land records, such Owner's parents or children, or, in the case of a Lot that is owned by a trust, a beneficiary of such trust, or, in the case of a Lot that is owned by a corporation, limited liability company, partnership or other legal entity, if the Dwelling Unit on such Lot is being occupied by someone who is not the owner of such legal entity."

The following new Section 3 is hereby added to Article IV of the Indenture:

"3. As provided in the Court Judgment, this Indenture may be amended and/or restated by a majority of the votes of the lots at a meeting of the Owners."

The recitals and whereas clauses set forth herein are hereby incorporated into this Amendment and form a part hereof. This Amendment may be executed in one or more counterparts.

This Amendment shall be effective as of the date of recording in the St. Louis County Recorder of Deeds Office ("Effective Date"). If any provision of this Amendment is found to be in conflict with the Indenture, this Amendment shall control. The Indenture, as herein amended, is in all ways ratified, confirmed and remain in full force and effect.

As required by the Court Judgment, a majority of the votes of the Owners have approved the foregoing amendments, modifications and changes to the Indenture.

#### Exhibit A

Wedgwood Green Subdivision - Heritage Hill Section

Lots 1001 through 1128 and Lots 1154 through 1157 of Wedgwood Green Heritage Hill Plat 1, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 120 Pages 98 and 99 of the St. Louis County Records.

Lots 2001 through 2044, Lots 2057 through 2077 and Lots 2092 through 2099 of Wedgwood Green Heritage Hill Plat 2, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 123 Page 36 of the St. Louis County Records.

Lots 2045 through 2056, Lot 2056A, Lots 2078 through 2091 and Lots 2100 through 2117 of Amended Plat of Part of Wedgwood Green Heritage Hill Plat 2, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 124 Page 41 of the St. Louis County Records

Wedgwood Green Subdivision - Pheasant Run Section

A tract of land in U.S. Survey 338, Township 47 North, Range 6 East, St. Louis County, Missouri and described as follows:

Beginning at the intersection of the Western line of New Halls Ferry Road, with the Northwestern of a tract of land conveyed to William A. Brown and wife by deed recorded in Deed Book 1161, Page 117 of the St. Louis County Records; thence along said Northwestern line, South 59 degrees 35 minutes West, 685.221 feet to a point on the Northeastern line of a tract of land now or formerly of the Hazelwood School District; thence along said Northeastern line, North 52 degrees 00 minutes West , 245.44 feet to the most Northern corner of said Hazelwood School District Tract; thence along the Northwestern line of said Hazelwood School District, South 36 degrees 25 1/2 minutes West, 197.77 feet; thence leaving said Northwestern line and running North 58 degrees 03 1/2 minutes West, 801.05 feet to a point on the Eastern 1 line of proposed Greenway Chase Drive, 60 feet wide; thence along said proposed Eastern road line, North 16 degrees 36 1/2 minutes East, 26.56 feet to a point; thence leaving said proposed Eastern road line and running. South 73 degrees 23 1/2 minutes East, 192.05 feet to a point, thence South 57 degrees 56 3/4 minutes East, 106.10 feet to a point; thence South 63 degrees 20 1/4 minutes East, 188.42 feet to a point; thence South 69 degrees 33 1/2 minutes East, 87.19 feet to a point; thence North 16 degrees 09 1/2 minutes East, 125.00 feet to a point on the Southern 1 line of proposed Woodpath Drive, 50 feet wide; thence along said Southern road line along a curve to the left having a radius of 438.51 feet an arc distance of 20.00 feet to a point; thence leaving said Southern road line and running South 13 degrees 32 1/2 minutes West, 125,00 feet to a point; thence South 75 degrees 17 3/4 minutes East, 64.35 feet to a point; thence North 89 degrees 29 1/2 minutes East, 539, 09 feet to a point; thence North 77 degrees 11 1/4 minutes East, 66,28 feet to a point; thence North 70 degrees 121/4 minutes East, 93.76 feet to a point; thence North 63 degrees 08 minutes East, 55.37 feet to a point; thence North 63 degrees 55 1/4 minutes East, 208.94 feet to a point; thence North 22 degrees 57 1/4 minutes West, 152.36 feet to a point; thence North 27 degrees 07 3/4 minutes West, 468.00 feet to a point; thence North 19 degrees 11 1/4 minutes West, 146.40 feet to a point on the Western line of aforementioned New Halls Ferry Road; thence along said Western road line, South 27 degrees 17 1/4 minutes East, 219.08 feet to a point; thence continuing along said Western road line, South 26 degrees 20 minutes East, 573.34 feet to the point of beginning and containing 3.9182 Acres.

Mayer Wedgwood Green Subdivision - Pheasant Run Section #1

A tract of land in U.S. Survey 338, Township 47 North, Range 6 East, St. Louis County, Missouri and described as follows:

Beginning at the Intersection of the Western line of New Halls Ferry Road, with the Northwestern line of a tract of land conveyed to William A. Brown and wife by deed recorded in Deed Book 1161, Page 117 of the St. Louis County Records; thence along said Northwestern line, South 59 degrees 35 minutes West, 685.22 feet to a point on the Northeastern line of a tract of land now or formerly of the Hazelwood School District; thence along said Northeastern line, North 52 degrees 00 minutes West, 245.44 feet to the most Northern corner of said Hazelwood School District Tract; thence along the Northwestern line of said Hazelwood School District, South 36 degrees 25 1/2 minutes West, 197,77 feet; thence leaving said Northwestern line and running North 58 degrees 03 1/2 minutes West 801.06 feet to a point on the Eastern line of proposed Greenway Chase Drive, 60 feet wide; thence along said proposed Eastern road line, North 16 degrees 36 1/2 minutes East, 26.56 feet to a point; thence leaving said proposed Eastern road line and running, South 73 degrees 23 1/2 minutes East, 192.05 feet to a point; thence South 57 degrees 56 3/4 minutes East, 106.10 feet to a point; thence South 63 degrees 20 1/4 minutes East, 188.42 feet to a point; thence South 69 degrees 33.1/2 minutes East 87.19 feet to a point; thence North 16 degrees 09.1/2 minutes East, 125.00 feet to a point on the Southern line of proposed Woodpath Drive, 50 feet wide; thence along said Southern road line along a curve to the left having a radius of 438.51 feet an arc distance of 20.00 feet to a point; thence said Southern road line and running South 13 degrees 32 1/2 minutes West, 125,00 feet to a point; thence South 75 degrees 17 3/4 minutes East, 64.35 feet to a point; thence North 89 degrees 28 1/2 minutes East, 539.09 feet to a point; thence North 77 degrees 11 1/4 minutes East, 66.28 feet to a point; thence North 70 degrees 12 1/4 minutes East, 93.76 feet to a point; thence North 63 degrees 08 minutes East, 55.37 feet to a point; thence North 63 degrees 55 1/4 minutes East; 208.94 feet to a point; thence North 22 degrees 57 1/4 minutes West, 152.36 feet to a point; thence North 27 degrees 07 3/4 minutes West, 468.00 feet to a point; thence North 19 degrees 11 1/4 Minutes West, 146.40 feet to a point on the Western line of aforementioned New Halls Ferry Road; thence along said Western road line, South 27 degrees 17 1/4 minutes East, 219.08 feet to a point; thence continuing along said Western road line, South 25 degrees 20 minutes East, 573.34 feet to the point of beginning and containing 3.9182 Acres.

Mayer Wedgwood Green Subdivision - Pheasant Run Section Two & Three

A tract of land in U.S. Survey 338, Township 47 North, Range 6 East. St. Louis County, Missouri; and described as follows:

Beginning at the point of intersection of the Northwestern line of Greenway Chase Drive, with the Northern line of "Wedgwood Green Heritage Hills Plat 2", a Subdivision according to the plat thereof recorded in the Plat Book 123, page 36 of the St. Louis County Records; thence leaving said point and running along said Northern line. North 63 degrees 57 1/6 minutes West, 102.47 feet to a point; thence continuing along said Northern line, North 57 degrees 48 1/2 minutes West, \$18.43 feet to a point; thence North 56 degrees 21 minutes 56 seconds West, 55.32 feet to a point; thence continuing along said Northern line of "Wedgwood Green Heritage Hills Plat 2", North 50 degrees 31 3/4 minutes West, 149.10 feet to a point; thence leaving said Northern subdivision line and running North 39 degrees 28 1/4 minutes East, 252.81 feet to a point; thence South \$8 degrees 20 minutes 48 seconds East, 130,00 feet to a point; thence Southeastwardly along a curve to the left having a radius of 100.00 feet, an arc distance of 26.01 feet to a point; thence South 76 degrees 44 minutes 56 seconds West, 130.00 feet to a point; thence South 25 degrees 28 minutes 42 seconds East, 97.42 feet to a point; thence South 45 degrees 27 minutes 12 seconds East, 103.12 feet to a point; thence South 58 degrees 03 minutes 30 seconds East, 120.45 feet to a point; thence Southwestwardly along a curve to the right having a radius of 401.00 feet, an arc distance of 15.00 feet to a point; thence South 16 degrees 36 minutes 31 seconds West, 133.09 feet to a point of curve; thence Southwestwardly along a curve to the left having a radius of 702.00 feet, an arc distance of 41.59 feet to the point of beginning and containing 3.2814 Acres.

Mayer Wedgwood Green Subdivision - Pheasant Run Section #4

Lots 401 through 453 of Mayer Wedgwood Green Pheasant Run Plat 4, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 128 Page 95-A and 95-B of the St. Louis County Records.

Mayer Wedgwood Green Subdivision - Pheasant Run Section #6

A tract of land in the U.S. Surveys 338 and 925, township 47 North, Range 6 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a point, said point being the most Eastern corner of Lot 1154 of Wedgwood Green Heritage Hill, Plat 1, a subdivision filed for record in Plat Book 120, Pages 98 and 99 of the St. Louis County Records, said point being also on the West line of Greenway Chase Drive 60 feet wide, thence North 64°44'45" East 60.32 feet to a point on the East line of said Greenway Chase Drive, thence along the East line of said road along a curve to the right, having a radius of 2711.72 feet a distance of 324.97 feet and whose chord bears North 27°45'09" West to the point of beginning of the description herein; thence continuing along the East line of Greenway Chase Drive along a curve to the right having a radius of 2711.72 feet a distance of 124.95 feet to a point of compound curves thence along a curve to the right having a radius of 20.00 feet a distance of 34.33 feet to a point on the South line of Kew Garden Drive, 50 feet wide, thence along the South line of Kew Garden Drive along a curve to the left having a radius of 400.00 feet a distance of 47.07 feet to a point of compound curve, thence along a curve to the left having a radius of 1001.00 feet a distance of 234.86 feet to a point of compound curve, thence along a curve to the left having a radius of 50.00 feet a distance of 214.47 feet to a point of reverse curve, thence along a curve to the right, having a radius of 30.00 feet a distance of 36.80 feet to a point of compound curve, said point being on the North line of Kew Garden Drive, thence along a curve to the right, having a radius of 951.00 feet a distance of 147.72 feet to a point of compound curve, thence along a curve to the right having a radius of 350.00 feet a distance of 51.71 feet to a point of compound curve thence along a curve to the right having a radius of 20.00 feet a distance of 30.09 feet to a point of compound curve, said point being on the East line of Greenway Chase Drive, 60 feet wide, thence along a curve to the right having a radius of 515,00 feet a distance of 123.23 feet to a point, thence leaving said roadline and in a radial direction North 86°16'40" East, 110.40 feet to a point, thence North 35°44'59" East 62.06 feet to a point, thence North 41°36'13" East 104.43 feet to a point, thence North 80°58'22" East 113.27 feet to a point, thence South 56°01'38" East 128.28 feet to a point, thence South 13°01'38" East 266.37 feet to a point, thence South 54°55'30" West 137.94 Feet to a point, thence South 77°25'30" West 290.00 feet to the point of beginning containing 3.1826 Acres.

Mayer Wedgwood Green Subdivision - Pheasant Run Section #5

Mayer Wedgwood Green Pheasant Run Plat 5 Common Land #1

A tract of land in U.S. Survey 338, Township 47 North, Range 6 East, St. Louis, County, Missouri; and described as follows:

Beginning at a point on the Northeastern line of "Mayer Wedgwood Green Pheasant Run Plat 4", a Subdivision according to the plat thereof recorded in Plat Book 128, Pages 95A and 95B of the St. Louis County Records, said point being distant South 51 degrees 04 minutes 30 seconds East, 10.00 feet from the intersection of said Northeastern line with the Southeastern line of Shakelford Road, 40 feet wide; thence North 38 degrees 55 minutes 30 seconds East, 1180.04 feet to a point; thence South 51 degrees 18 minutes 30 seconds East, 441.92 feet to a point on the Western line of New Halls Ferry Road, as widened; thence

along said road line the following: South 23 degrees 30 minutes 15 seconds East, 48.61 feet; and South 27 degrees 46 minutes 00 seconds East, 128.46 feet to a point; thence leaving said road line and running the following: North 77 degrees 00 minutes 49 seconds West, 136.78 feet; North 63 degrees 26 minutes 15 seconds West, 279.62 feet; North 56 degrees 21 minutes 38 seconds West, 106.47 feet; South 85 degrees 16 minutes 18 seconds West, 111.72 feet; South 38 degrees 55 minutes 30 seconds West, 931.89 feet to a point on the Northeastern line of "Mayer Wedgwood Green Pheasant Run Plat4", as aforementioned; thence along said Northeastern line of said subdivision, Northwestwardly along a curve to the right, having a radius of 20.00 feet, an arc distance of 31.42 feet to a point of tangency; thence North 38 degrees 55 minutes 30 seconds East, 10.00 feet to the point of beginning and containing 2.648 Acres.

#### LEGAL DESCRIPTION

of

Mayer Wedgwood Green Pheasant Run Plat 5 Common Land #2

A tract of land in U.S. Survey 338, Township 47 North, Range 6 East, St. Louis County, Missouri, and described as follows:

Beginning at the Southeast corner of "Mayer Wedgwood Green Pheasant Run Plat 4", a subdivision according to the plat thereof recorded in Plat Book 128, Pages 95A and 95 B of the St. Louis County Records; thence along the Northeastern line of said Subdivision, Northwestwardly along a curve to the right, having a radius of 967.62 feet, an arc distance of 49.87 feet to a point; thence leaving said Northeastern line and running, North 56 degrees 11 minutes 03 seconds East, 119.98 feet to a point; thence North 33 degrees 48 minutes 57 seconds West, \$6.00 feet to a point; thence North 56 degrees 11 minutes 03 seconds East, 203.21 feet to a point; thence North 29 degrees 47 minutes 52 seconds West, 139.69 feet to a point, thence Northeastwardly along a curve to the left, having a radius of 100,00 feet, an arc distance of 32.37 feet to a point; thence South 48 degrees 20 minutes 47 seconds East, 120.30 feet to a point; thence North 38 degrees 40 minutes 00 seconds East, 395.59 feet to a point in the Southwestern line of property now or formerly St. Norbert's Church; thence along said Southwestern line the following: South 26 degrees 20 minutes 00 seconds East, 114.76 feet; South 44 degrees 26 minutes 00 seconds East, 149.64 feet; and South 36 degrees 36 minutes 00 seconds West, 107.92 feet to a point in the Northwestern line of "Mayer Wedgwood Green Pheasant Run Plat 2 and 3", a subdivision according to the plat thereof recorded in Plat Book 126, Pages 62 and 63 of the St. Louis County Records; thence along said Northwestern line the following: North 58 degrees 24 minutes 32 seconds West, 164.42 feet; South 60 degrees 07 minutes 21 seconds West, 126.75 feet; South 40 degrees 13 minutes 01 seconds West, 91.89 feet; South 52 degrees 07 minutes 45 seconds East, 145.98 feet; South 37 degrees 52 minutes 15 seconds West, 22.82 feet; North 53 degrees 07 minutes 45 seconds West, 146.91 feet; South 40 degrees 13 minutes 01 seconds West, 267.22 feet and South 52 degrees 54 minutes 14 seconds West, 120,00 feet to the point of beginning and containing 1.888 Acres.

#### Exhibit B

#### WEDGWOOD GREEN RESIDENTS ASSOCIATION LEASE ADDENDUM

This Lease Addendum dated as of the	e day of	by
and between	(hereinafter referred)	to as "Owner" or "Lessor") and
(h	hereinafter referred to as "Les	see" or "Occupant").
WHEREAS, the Lessor and Lessee endate herewith for the premises described Wedgwood Green Subdivision, St. Louis, Mis	therein, located at	
WHEREAS, the Directors of Wedgw required that all leases contain this Lease Add of multiple Owners of a Home) does not occi Occupants (excluding family members of st Addendum:	lendum and that where the Ov upy his or her Home as such	vner (or any Owner in the case Owner's primary domicile, all

WHEREAS, in order to insure the compliance with the Amended and Restated Indenture of Trust and Restrictions of Wedgwood Green Subdivision, County of St. Louis, Missouri, recorded on December 6, 2016, in Book 22302, Page 311 of the Office of the Recorder of Deeds of St. Louis County, Missouri (the "Indenture"), and the other governing documents of the Association, including but not limited to its bylaws (the "Bylaws"), the parties hereto have executed this Addendum.

NOW, THEREFORE, in consideration of the covenants and conditions contained in the Lease and of the agreement to permit occupancy of the Home without the presence of the Owner thereof and of the requirements of the governing documents, the parties hereto agree as follows:

- 1. The Lessee/Occupant hereby acknowledges the authority of the Declaration as well as the rules and regulations promulgated by the Association, (the "Rules"). The Lessee/Occupant also hereby acknowledges that he or she has had the opportunity to review the Indenture and Bylaws and is aware that copies thereof are available for review.
- No Lessee/Occupant (or his or her minor child) of the Home shall violate any provision of
  the Indenture or any rule adopted by the Association. All Owners and Occupants shall comply with all
  applicable laws.
- 3. The Lessor/Owner hereby grants the Association the authority to act on his or her behalf to enforce the Indenture and Rules with respect to the Lessee/Occupant and, if necessary, institute eviction proceedings on behalf of the Lessor/Owner. Both the Lessor/Owner and the Lessee/Occupant acknowledge that the Association shall have the right to enforce the terms of the Indenture, the Bylaws and the Rules through the eviction of the Lessee/Occupant, in the event of any violation thereof.
- 4. In the event that the Association becomes aware of any violation of any provision of the Indenture, Bylaws or Rules by the Lessee/Occupant (or his or her minor child), the Association may, in its sole discretion, provide the Lessor/Owner and the Lessee/Occupant with written notice of such violation, delivered or mailed to the Home or in the case of the Lessor/Owner to the last known address on the records of the Association, notifying the Lessee/Occupant of such violation and stating that unless such violation

is cured within three (3) days (unless the violation involves a hazardous condition, which shall be cured immediately) the Association may declare the Lease in default and commence eviction proceedings.

- 5. In the event of a second violation by any Lessee/Occupant (or his or her minor child) of the same provision of the Indenture. Bylaws or Rule, the Association may, in its sole discretion, terminate the Lease and immediately institute eviction proceedings against such Occupant, provided, however, said Lessee/Occupant shall have received a notice (as provided for in the Lease) in connection with the prior violation.
- 6. Notwithstanding any of the foregoing to the contrary, in the event that the Association intends to declare a Lease in default and/or commence eviction proceedings against Lessec/Occupant, the Association shall provide written notice to of its intent to do so to the Lessor/Owner at least ten (10) days prior to taking such action.
- 7. Both the Lessor/Owner and Lessee/Occupant acknowledge that the Association shall have no obligation to bring any action against the Lessee/Occupant for violation of the Lease, Indenture, Bylaws or Rules, unless the Association chooses, in its sole discretion to do so.
- 8. In the event the Association incurs any costs or expenses, including attorneys' fees, due to any violation of the Indenture, Bylaws or Rules by the Lessee/Occupant (or his or her minor child), the Lessor/Owner and the Lessee/Occupant shall jointly and severally be responsible for paying all such fees and costs to the Association. Such sum shall be deemed to be a special assessment against the Home pursuant to the terms of the Indenture.

Additionally, upon execution of the Lease, the Owner agrees to pay the Association the non-refundable fee of ______ Dollars (\$_____,00) for the Association's administrative costs related to the Lease and its tenancy.

- 10. At least ten (10) days prior to moving out of the Home, Lessee/Occupant shall notify the Association of the date of move out.
- 11. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Lease and/or Indenture. The Indenture's definition shall control in the event of a discrepancy in the definitions.
- 12. If any of the provisions within the Lease conflict with the Lease Addendum in any form, operation, or otherwise, Landlord and Tenant hereby acknowledge that the Lease is subordinate to this Lease Addendum and the provisions within the Lease Addendum shall control.

[Signature page follows.]

IN WITNESS WHEREOF, the said parties aforesaid have hereunto duly executed the foregoing instrument as of the day and year first above written.

Lessor/Owner	Lessee/Occupant
Print Name:	Print Name:
Lessor/Owner	Lessee/Occupant
Print Name:	Print Name:
Wedgwood Green Residents Association	
Ву:	
Print Name:	
Date:	