

NEW INDENTURE FOR CLAYMONT ESTATES

This New Indenture has been voted upon by the Owners of Claymont Estates, ["the Subdivision"] and is declared to be a covenant running with the land, **superseding and replacing entirely the earlier Subdivision Indenture recorded at Book 5565, Page 314 et seq of the St. Louis 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 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 St. Louis County Records. The Subdivision is divided into common land and individually-owned lots.

2.2 THE COMMON LAND. Claymont Estates Residents Association, a Missouri Non-profit Corporation for the mutual benefit and enjoyment of the residents of Claymont Estates (Plat 1, 2 & 3) 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 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 the homeowners according to Article 5.6.

2.3 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 two 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 three (3) members. The existing Board at the adoption of this New Indenture shall be assimilated as the Board under this New Indenture, holding the same staggered terms of office. Each subsequently elected Trustee shall serve a term of three (3) years.

3.2 QUALIFICATIONS OF BOARD MEMBERS. Only a person at least 21 years old who is a record owner 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 where a replacement will be elected to serve out the remaining term.

3.3 ELECTIONS OF BOARD MEMBERS. The Board has staggered terms, so that at each annual election one Board position is on the ballot for a 3-year term. Solicitation for candidates shall go out to all Owners at least 60 days prior to the date of the annual meeting. Candidates for the Board shall file with the Board, no later than 14 days after the notice of solicitation, their written intention to run and if they choose, submit a paragraph about themselves and why they want to run for the board. 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 position, then a nomination can be taken from the floor at the annual meeting and the candidate getting the most votes shall be elected.

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. Two 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 OWNER MEETINGS AND RIGHTS OF PARTICIPATION

4.1 NOTIFICATION OF ANNUAL AND SPECIAL MEETINGS. The Trustees shall be responsible to give notice of the time and place of the Annual Meeting to all Lot Owners at their last known address to be given at least Thirty 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 days before any duly called special meeting.

New business proposed by the owners for the Annual Meeting shall be submitted to the Trustees no later than 14 days after the notice of solicitation of candidates for the Board.

Homeowners may send and receive all communication from the Association (including meeting notices, transmission of ballots and proxies to the Association) in person, by USPS Mail, email, text or other electronic means approved by the Association. Prior to receiving required notices or casting a ballot by email, text, or other electronic means, an Owner must indicate that preference, and shall sign and complete a Consent Form, that includes all Owner Names, Unit address, email and telephones numbers.

4.2 QUORUM AND PARTICIPATION REQUIREMENTS. No quorum shall be necessary for any meeting duly called upon thirty days prior written notice. Each Lot shall have one vote. One person per lot attending the meeting shall vote by a show of hands or by printed ballot. All Subdivision-issued absentee ballots must be received by the time of the vote or the ballot will not be counted.

4.3 THE ANNUAL MEETING. The Subdivision Annual Meeting of the Owners shall occur in the first week in November 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 for the Trustee slot up for election that night. The person duly elected shall take office at the conclusion of the meeting.
- 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. If a majority of the Owners voting in person or by absentee ballot at the meeting vote for 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) New business proposed in advance by the owners or the Board.
- f) The Owners shall then have time to ask questions and make comments.

4.4 SPECIAL MEETINGS. A Special meeting of the Lot Owners may be called upon at least Thirty days prior written notice by action of a majority of the Trustees or by request, within 10 days of when such request is presented to the Board, in writing to the Trustees of the Owners of at least 20% of all the Lots. The agenda for the Special Meeting shall be stated in the notice.

4.5 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 with a 14 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.

4.6 POWER TO CALLBACK RULE OR SPECIAL ASSESSMENT. The Owners by petition of 20% of the Lots 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 thirty days prior mailed notice to all Owners stating the matter to be voted. If two-thirds (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 two-thirds (2/3) negative vote, then the rule or special assessment at issue stays in full force and effect.

4.7 REMOVAL OF A TRUSTEE. By petition of Owners owning 20% 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 thirty days prior written notice. At the meeting fair opportunity shall be given for both sides to speak before the vote. If two-thirds (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 by a homeowner other than the one removed. If there is not a two-thirds (2/3) negative vote, then the Trustee serves for the remainder of the term.

ARTICLE V

POWERS AND RESPONSIBILITIES OF THE TRUSTEES

The Trustees shall have the following authority and responsibilities:

5.1 PREPARING ANNUAL ASSESSMENT AND BUDGET. The Trustees shall prepare the budget for the next year and shall set the assessment rate for the next year, subject to 4.3(d). The annual budget 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 current 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. Assessments shall be equal for all lots.

5.2 COLLECTING ASSESSMENTS AND OTHER SUMS OWED. Owners shall make full payment of the assessment due on the date stated in the payment notice sent to Owners. If payment is not received within 30 days of the due date, the delinquent Owner shall be charged a late fee of \$25 for each calendar month that payment is late. Such late fees 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 sixty 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 have the responsibility/ authority 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 incurred as an additional lien on the defaulting Lot.

5.3 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 authority 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 discretion of the Owners to call back and cancel it per Section 4.6 above.

The Trustees shall have, in their sole discretion, the authority to extend the payment of a special assessment where a homeowner demonstrates that genuine hardships exist.

5.4 MANAGING FUNDS AND RESERVES. The Trustees shall deposit and invest Subdivision funds only in accounts or investments that are Federally insured.

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.

5.5 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. Any new rule shall be proposed by the Trustees at the Annual Meeting and shall be approved by two-thirds (2/3) of the Lots voting in person or by Subdivision-issued absentee ballot.

5.6 CONTROLLING THE COMMON ELEMENTS AND EASEMENTS. The Corporation shall, on behalf of the Subdivision, hold title to the common elements to maintain them in good condition. The Trustees shall have the responsibility 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 responsibility 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 two-thirds (2/3) of all of the Lots (70 or more of 105) voting in person or by Subdivision-issued absentee ballot for an easement and three-fourths (3/4) of all of the Lots (79 or more of 105) voting in person or by Subdivision-issued absentee ballot for selling common ground.

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

5.8 PREVENTING OR ABATING NUISANCES. The Trustees shall have the responsibility 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 responsibility 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 responsibility in their discretion on due 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.

5.9 DEALING WITH PUBLIC AUTHORITIES. In conjunction with appropriate public authorities, the Trustees shall have the responsibility 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 responsible 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.

5.10 OBTAINING AND MAINTAINING INSURANCE. The Trustees are responsible for obtaining and maintaining insurance at levels they deem appropriate, including but not limited to comprehensive, property loss, liability, and Trustee errors and omissions insurance.

5.11 ENFORCING THE INDENTURE AND RULES. The Subdivision may be joined as a defendant in any action by obtaining personal service on the registered agent of the Corporation. The Subdivision may commence any legal action, in the name of the Corporation on behalf of the Subdivision, by having agreement of at least two Trustees.

The Board shall be responsible for establishing rules and 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 authority to enforce the provisions of this Indenture and the Rules. The Trustees shall have the authority to assess fines for violations or 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.

5.12 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 in its sole discretion shall have the authority 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 thirty 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. The Board shall provide the homeowner with a written statement containing the reason(s) for denial.

The Board shall have the authority 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 excuse the Lot Owner from acquiring Board Approval.

5.13 COMMITTEES. The Trustees shall have the authority to create and appoint, in their sole discretion, volunteer committees, including block captains, to assist the Trustees with their duties under this Indenture.

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 responsibility to enforce these provisions:

6.1 NONUISANCE. 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 and shall be no more than two stories in height, and a private attached garage for not less than two (2) cars. Three level or walk out basement houses are permitted. The ground floor area of any structure to be constructed, exclusive of basement, garages or porches, shall be not less than 1800 square feet of actual living area for a one-story ranch house, nor less than 2000 square feet of actual living area for a dwelling of more than one story. All construction shall be in accordance with St. Louis County and any local City ordinances. Unless already built, all garages must be rear or side facing and attached to the main house unless otherwise approved by the Trustees.

6.3 LOT LINES AND SET BACKS. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plats of said subdivision. No building shall be located nearer than ten feet to any side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building to encroach upon another lot.

6.4 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6.5 COMMERCIAL USE. No commercial/business activity shall be overtly conducted with signs or advertising on site, or through-out the subdivision, 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.

6.6 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.

6.7 OIL DRILLING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the subdivision. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Subdivision.

6.8 FENCES OR HEDGES. No fence or hedge shall be erected or placed on any lot nearer to the street than the minimum building set back lines shown on the recorded Plats of said subdivision, nor shall any fence or hedge on a side yard be erected or placed in front of the line of the rear building wall. No fence shall exceed four feet in height, except around a pool or patio. The type of material used and the design of all

fences, new or a replacement must be approved by the Trustees before erection or construction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property line extended.

The same sight lines limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6.9 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

6.10 STORAGE OF PERSONAL PROPERTY Personal property, including but not limited to boats, trailers and recreational vehicles, shall not be placed or stored in the open on any lot nearer to the front lot line than the rear line of the building, nor in the case of corner lots, nearer to the side building lines noted on the Plat Plans of Claymont Estates No. 1, 2 and 3. In addition, no such personal property, boat, trailer, recreational vehicle, etc., shall be stored within ten feet of any side or rear property line. This shall not prohibit the parking of passenger automobiles, licensed and in operating condition.

6.11 TRASH AND RUBBISH. Except temporarily in connection with construction or remodeling work, no lot shall be used or maintained as a dumping ground for rubbish, trash and garbage or other waste material. All such rubbish, trash and garbage shall be kept in sanitary container and stored at the rear of the dwelling in a place not visible from the street which the residential structure faces until the scheduled trash collection day. Waste and trash containers, grass clippings, bundled tree trimmings, recycle bin, etc., may be placed at the curb in front of the premises after dusk on the day prior to the scheduled collection day. All waste containers and recycle bins must be removed from the curb by dusk of the same day of the scheduled collection. All equipment for storage or disposal of waste material shall be kept in a clean and sanitary condition.

6.12 SIGNAGE AND LIGHTING. No sign of any kind shall be displayed to the public view except one sign of not more than four square feet advertising the owner's property for sale or rent, or except a sign advertising a one day event, such as a garage sale or open house, on the property owner's lot on the day of the event only. A property owner or their agent may not erect or place a sign of any kind, including directional signs, on the Claymont Estates Common Ground or on any other owner's property at any time. Commercial contractor signs shall be taken down two weeks after the work is completed. Political signs may be placed 30 days before the election and shall be taken down by one week after election day. Holiday lighting and decorations should not cause traffic congestion or be intrusive on neighbors and shall be removed by 30 days after the holiday.

6.13 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 if it obstructs a street or driveway sight line. 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.

6.14 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 clean-up 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.

ARTICLE 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 20% 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. Except the requirements and language in Section 5.6, 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 thirty 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-

IN WITNESS WHEREOF, the Trustees of Claymont Estates Residents Association representing the homeowners of Claymont Estates, do hereby execute and certify this New Indenture for Claymont Estates effective September 15, 2015.

Treasurer & Trustee	Date
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IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my official seal this _____ day of _____,
2015.

NOTARY PUBLIC

My commission expires: