

# Old Farm Estates Subdivision Restated & Amended Indenture of Restrictions

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

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS,  
STATE OF MISSOURI

OLD FARM ESTATES SUBDIVISION, TRUSTEES )  
By Don Thompson and Robert E. Deneke, Trustees, )

Plaintiffs, )

Cause No. 408841 )

vs. )

Division No. 16 )

MIKE KODNER AND MARTIN KODNER, STATUTORY )  
TRUSTEES FOR KODNER DEVELOPMENT COMPANY, )

and )

THE RESIDENTS OF OLD FARM ESTATES SUBDIVISION )  
By Representative Class Members )  
Fred Rupel, Rial Rolfe, Jim Young, James Odom, Arthur Tischer, )  
Ray Weinstein, Dean Patt, Fernando Curth, Joe Cordaro, )  
Valarie Whitter, William Becker, Richard Kramer, Carl Uccello, )  
and Iris Shalit, )

and )

OLD FARM ESTATES COMMUNITY ASSOCIATION, INC., )

Defendants. )

DECREE FOR DECLARATORY JUDGMENT AND REFORMATION

Come now this day the plaintiffs in person and by attorney and the defendants by attorney except defendants Mike Kodner and Martin Kodner having had default rendered against them, whereupon this cause coming on regularly to be heard and being called, the parties announce ready for trial, thereupon the plaintiffs submit the cause to the Court upon their pleadings, proof and evidence adduced the Court finds that the plaintiffs are the duly appointed trustees of Old Farm Estates Subdivision and that the defendants have been duly served in this matter individually and by representative class members, the Court having previously found said representatives of the class to be appropriate.

The Court further finding that the grantor of certain indentures of trust through a mutual mistake with the grantees, have caused certain indentures of restrictions to be recorded which contain mistakes therein; and which indentures of restrictions contain ambiguities which prevent plaintiffs from construing their duties;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the various Indentures of Restrictions pertaining to Old Farm Estates, Plats 1 through 15 inclusive, be and are hereby consolidated and are to be administered by one set of Trustees and are hereby reformed and restated by Order of the Court as follows:

### INDENTURE OF RESTRICTIONS

This Restated Indenture of Restrictions shall apply to all of Old Farm Estates Subdivision including Old Farm Estates Additions and Second Additions all being consecutively numbered as Plats 1 through 15, inclusive on record in the Office of the Recorder of Deeds as follows:

<u>Subdivision Name</u>	<u>Plat Book and Page</u>
Old Farm Estates Plat #1	Plat Book 114 Page 47
Old Farm Estates Plat #2	Plat Book 116 Page 24,25
Old Farm Estates Addn Plat #3	Plat Book 117 Page 10,11
Old Farm Estates Plat #4	Plat Book 118 Page 42
Old Farm Estates Addn Plat #5	Plat Book 120 Page 24,25
Old Farm Estates Addn Plat #6	Plat Book 121 Page 2
Old Farm Estates Plat #7	Plat Book 124 Page 63
Old Farm Estates Addn Plat #8	Plat Book 121 Pages 82,83,84,85
Old Farm Estates Addn Plat #9	Plat Book 122 Page 70,71
Old Farm Estates Addn Plat #10	Plat Book 124 Pages 48,49,50
Old Farm Estates Addn Plat #11	Plat Book 125 Page 52,53
Old Farm Estates 2nd Addn Plat #12	Plat Book 127 Page 8,9
Old Farm Estates 2nd Addn Plat #13	Plat Book 128 Pages 64,65,66
Old Farm Estates Plat #14	Plat Book 145 Page 70
Old Farm Estates Addn Plat #15	Plat Book 145 Pages 91,92,93

Said restated and reformed Indenture of Restrictions supersede and replace in their entirety previously recorded Indentures of Restrictions for Old Farm Estates Subdivision Plats 1 through 15 inclusive.

Grantor (Kodner Development Corporation) hereby grants, bargains, sells, conveys and confirms unto the Trustees, as joint tenants and not as tenants in common, and to the successor or successors of them:

A. All streets, roads, driveways, paths, sidewalks, walkways, common property, public utility easements, storm water sewers and drainage facilities, sanitary sewer trunk and lateral lines (but not including house sewer lines and pipes) contained in said tract;

B. Easements in, over, upon and across such portions of said tract as may be now or hereinafter designated as streets, roads, driveways and paths, walkways, sidewalks, parkways and common property and public utilities;

C. The rights, benefits and advantages of having ingress and egress from time to time over, along and across such streets, roads, lanes, paths, parkways, walkways, sidewalks, common property and public utility easements and easements for storm water and sanitary sewers, drainage facilities and appropriately beautifying and maintaining same, and constructing, maintaining and operating over, along and across any of said land used for any residential purposes, either above or underground, suitable supports or conduits or other means of conducting sewerage, stream,

electricity, hot water, gas or other useful agencies provided that none of the supports, conduits, pipes, devices or appliances shall interfere with the lawful construction of any building constructed on said property.

TO HAVE AND TO HOLD the same to said Trustees and to their successor trustees forever IN TRUST for the Grantor and the present and future owners of each of the said lots into which said tract shall be subdivided, and said lots, and all of them shall forever remain subject to the burdens and entitled to liens involved in said easements and the said Grantor for itself and its successors and assigns and for in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its successors and assigns, to any part of the said property hereinabove described, hereby provide that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels or lots as may be purchased in said tract hereinabove described or the subdivision thereof, provided, however, that said easements are created and granted to the said Trustees by this Indenture and shall be available of and enjoyed only under and subject to such reasonable rules and regulations as said Trustees and their successors may make and prescribe or as may be made and prescribed under and by virtue of the provisions of this Indenture.

I.

#### THE TRUSTEES AND THEIR SUCCESSORS

The Trustees herein named, Mike Kodner, Martin Kodner and John Kodner shall serve as Trustees for the terms as enumerated in instrument recorded in St. Louis County Deed Record Book 5716 at Page 498 - their first successor trustees to serve terms of one, two and three years respectively. Upon the death, refusal to act or incapacity of any Trustee, the surviving Trustee or Trustees shall appoint a successor or successors to them who shall continue the term of said Trustee whom he or they succeed. At the termination of the terms of said Trustees their successors shall be elected as hereinafter provided. The owners of the lots in the above-described property shall cause an election to be held to fill the vacancy caused by the expiration of the terms of office of the Trustees and the newly elected Trustees shall hold their offices for the term of 3 years. After said first initial election the office of Trustee on becoming vacant for any reason whatsoever shall be filled by an election of the lot owners within the subdivision. Notice of meeting for the holding of any such election shall be mailed, first class to the last know mailing address of each lot owner at least 10 days prior to any such meeting. The owner or owners of property shall be entitled to one vote for each lot owned by him or them which may be cast in person or by proxy and the person or persons receiving a majority of the votes cast shall be declared elected.

x

← Add Amendment # 1 to Article I

II.

#### RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, walkways, sidewalks, recording fees, subdivision fees and consultation or any other fee, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

III.

#### TRUSTEES' DUTIES AND POWERS

The Grantor hereby invests the Trustees with the rights, powers and authorities described in this instrument, and with the following rights, power and authorities:

A. To exercise such control over the easements, streets, roads and lanes, sidewalks, walkways, entrances, lights, gates, common property, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines in the subdivision except those streets, roads and easements which are now dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, roads and lanes, etc., by the

necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on the plat of this subdivision.

B. To prevent in their own names as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law and relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

C. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, agents or employees shall not be deemed guilty or liable for any manner of trespass or any other tort for any such injury, abatement, removal or planting.

D. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts, proposed for construction and erection on the said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no building or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures, may be erected or structurally altered on any of the said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor.

E. To require a reasonable deposit in connection with the proposed erection of any building, or structure, fence, detached building, outbuilding, accessory building, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to subdivision improvements shall be repaired.

F. To establish and fix minimum costs which shall apply to buildings and structures which may be erected on said lots as the Trustees deem necessary and advisable in order to maintain an appropriate high character of the buildings and structures which may be erected on said lots. Minimum costs so established and effected shall at all times be subject to revision or abandonment at the discretion of the Trustees in order to provide that the buildings and structures which may be erected on said lots shall be reasonably uniform in character irrespective of cost or other circumstances.

~~G. The Trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them individually, or collectively, in their capacity as Trustees.~~

Deleted by Amendment # 1

~~H. In order to pay necessary expenses of the Trustees in performing their functions hereunder, said Trustees shall from year to year determine the total amount required for special purposes and apportion that said amount among the owners of lots in the Subdivision. Owners are required to pay such proportionate amount of money but it shall not exceed the sum of Fifty Dollars (\$50.00) per lot in any one year, except as hereinafter provided. The Trustees shall notify each property owner of the amount due and shall demand payment of each property owner within thirty (30) days from the date of said notice. Said Trustees are empowered to file notice of assessment in the Office of the Recorder of Deeds of St. Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice, a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust, and, if said amount be not paid within the time stated in said notice, it shall bear interest at the rate of 8% per annum from the date payment becomes due. Such lien shall be prior and paramount to the lien of any deed of trust or other secured indebtedness or lien against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, or any municipal subdivision thereof. Said Trustees are fully~~

Replaced by Amendment # 3

authorized and empowered to institute suit in law or equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, costs of court and an additional amount of \$50.00 as attorneys' fees, in each and every case.

para 4  
Modified  
by  
Amendment  
# 3

If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total additional assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners duly called and held in the manner provided with reference to the election of Trustees, by a 60% majority of those present in person or by proxy, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of Fifty Dollars (\$50.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

I. The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank, protected by the Federal Insurance Deposit Corporation, at the best rate of interest available. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

J. All rights, duties, powers, privileges and acts and every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

Add Paragraphs →

K. Amendment # 1  
L. Amendment # 1  
M. Amendment # 2

IV.

#### RESTRICTIONS

The Grantor herewith covenants with the Trustees, their successor or successors in trust, and all owners of lots in this subdivision, their grantees, lessees, assignees and heirs, that the following general restrictions shall apply to all lots in this subdivision except as otherwise provided, and each owner or owners of lots in this subdivision, their grantees, lessees, assignees and heirs covenants:

A. That no person may dwell in or occupy on any of said lots, any garage, outbuilding, trailer or other structures not designed as permanent or stationary, nor may any person use any of said lots or any building or structure thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That all lots in said subdivision shall be restricted to one (1) family residences only and not more than one (1) main building shall be erected on any one lot in the subdivision, nor shall any dwelling house be constructed or erected on any lot in this subdivision which does not comply with the requirements of the ordinances of St. Louis County, Missouri, provided, however, that nothing in these restrictions shall be construed to prevent Grantor, Trustees or the residents of the Subdivision from erecting and building, operating and maintaining a private bath and tennis club or swimming club for the benefit of the lot owners in the Subdivision.

C. That no livestock, poultry or other animals (except dogs or cats and those only as household pets to a limit of two) may be kept in or on any part of any lot in this Subdivision.

D. That no residence, accessory building or any portion of any lots shall be used as a boarding house, rooming house, club house or road house (except as provided hereinabove in the case of a private bath or tennis club or swimming club as set forth in paragraph 2 B.) or for any purpose other than that of a single family residential dwelling, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance, nor shall anything be done in or on any premises which may be or become a nuisance; in the judgment of the Trustees, to the owners or inhabitants of lots in said subdivision, provided,

however, that Grantor herein reserves the right to use and occupy one or more lots or display houses to be built by the Grantor in this subdivision as display houses, as its sales and construction office during the development of this subdivision, and until the last lot of said subdivision is improved and sold.

E. No temporary building, trailer, tent, garage or outbuilding shall be at any time used as a residence temporarily or permanently, nor shall any lot owner be permitted to house or park a trailer on any lot.

F. No fence of any kind may be erected on said lots without the prior written consent of the Trustees.

~~G. In the event any individual owner of a lot either vacant or improved, desires to sell the same, he shall notify the Trustees of his desire to sell. When such owner secures a bonafide offer for his lot or lots, which he is willing to accept, he shall notify the Trustees in writing of the terms of such sale and of the name of the purchaser. Thereafter, the Trustees shall have the right and option to purchase said lot or lots from said owners by performing the contract of said proposed purchaser within 48 hours after being notified in writing of the terms of the proposed sale as provided herein. Failure of the Trustees to exercise their right as to any particular offer shall not constitute a waiver as to any subsequent offer.~~

V.

#### ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of said parcel of land or any lot or portion thereof, their heirs, executors, administrators, grantees, successors or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or omit to perform any covenant or restriction aforesaid, or rule or regulation of the Board of Trustees provided for here which by its provisions to be kept and be performed by it, or him, or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or for said Trustees in behalf of or for the benefit of themselves or any of said owners of lots or for any agent or agents chosen by the property owners aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission.

VI.

#### DURATION, AMENDMENTS, MODIFICATIONS

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for twenty-five (25) years from the date of the Indenture (May 12, 1965) and shall, as then in force, be continued automatically, without further notice, for successive periods of ten (10) years each, provided, however, that nothing in this clause shall authorize any amendment to this agreement to the provisions respecting the terms of the first Board of Trustees which shall be fixed as stated and which shall not be subject to amendment, it being the intention of the parties hereto that the first name Board of Trustees shall hold office for the terms set forth hereinabove.

~~The provisions of this Indenture may be amended by affirmative vote of two-thirds (2/3rds) of the lots of Old Farm Estates Subdivision, each lot being entitled to one vote which may be cast in person or by proxy said election to be called upon ten (10) days advance written notice addressed to the last known mailing address of each lot owner of Old Farm Estates Subdivision. In the event of any affirmative vote of two-thirds (2/3rds) of the lots of Old Farm Estates Subdivision approving an amendment thereupon, the Trustees shall execute an affidavit stating the approval of the amendment, the portions of the Indenture of Restrictions to be deleted and any new language to be added thereto and cause same to be recorded in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri.~~

Modified and  
Replaced per  
Amendment  
# 4.

VII.

This Restricted Agreement shall be applicable to additional property to be developed as Old Farm Estates Subdivision which may be subjected to this Restriction Agreement by appropriate reference to it.

\*\*\*\*\*

IT IS FURTHER ORDERED that the Clerk cause the foregoing restated and reformed Indenture of Restrictions for Old Farm Estates Subdivision to be recorded with the St. Louis County Recorder of Deeds.

SO ORDERED, ADJUDGED AND DECREED this 16th day of March, 1979.

Circuit Judge (signed)



27 9. 0.

AMENDMENTS TO THE INDENTURE OF RESTRICTIONS OF OLD FARM ESTATES SUBDIVISION

The present Article I is to be amended by adding the following paragraph:

However, effective January 1, 1980, and thereafter, the procedures for electing and replacing Trustees shall be as set forth in this paragraph. Effective after the elections held in May, 1980, there shall be a total of up to fifteen (15) Trustees; eight (8) Trustees shall be elected "at large," and each of the other seven (7) Trustees shall be elected from each of seven districts and shall be a resident of said district. The districts are defined in the attached list describing by street addresses the homes contained in each district. The term of office of each Trustee shall be for three (3) years, except that the terms of office of the "district" Trustees who are elected in May of 1980 shall end in November of 1981. The owner or owners of each lot shall be entitled to one vote per lot for each vacant Trustee position and the person receiving the largest number of votes for a given position shall be declared elected. In the event of a tie, a run-off election shall be held between the tied candidates. A Trustee must be both a homeowner and a resident of the subdivision. Any Trustee who ceases to qualify concerning either of these requirements shall immediately forfeit his or her Trusteeship. There shall not be more than one Trustee from any one residence at the same time. Trustee elections for Trustees "at large" shall be held in May of 1980, and in May of every third year thereafter (1983, 1986, etc.). Trustee elections for "district" Trustees shall be held in May of 1980, November 1981, and in November of every third year thereafter (1984, 1987, etc.). All Trustee elections shall be held on the last Tuesday of the month when Trustee terms expire. At least ninety (90) days before the election date, the Trustees shall notify by mail all lot owners of the scheduled election and that nominations containing the nominee's signed statement of his or her willingness to serve will be accepted by the Board of Trustees up until sixty (60) days before the election. All voting shall be by mail, using the City and Village Tax Office or a similar disinterested agency. Such agency shall mail the ballots, after all qualified nominees have been listed, at least forty-five (45) days before the election to the last known mailing address of each lot owner, and said ballots are to be returned to the agency by mail for certification and tabulation. Ballots will be accepted and the valid ones counted if received by the designated agency at least six (6) days prior to the election date. Elected Trustees shall assume their offices immediately upon certification of the election results by such agency. The term of office of the Trustee appointed by the Developer shall remain unchanged, and it shall be one of the eight (8) "at large" positions. However, when such term shall expire in January, 1981, there shall be a vacancy to be filled in the same manner as a position vacated by forfeiture. In the May, 1980 election, only seven (7) "at large" positions will be open, unless the Trustee appointed by the Developer is not serving as Trustee at the time of the election, in which event eight (8) "at large" positions will be open for election. Any other Trustees serving prior to the election will have their terms of office terminated at the time the newly elected Trustees assume their offices. Upon death, refusal to act, or incapacity of any Trustee, or vacancy of a position through forfeiture, the remaining Trustees, by majority vote, may appoint a replacement or replacements, whose term or terms shall expire at the next regularly scheduled Trustee election for the category of Trustee being replaced. However, the remaining Trustees do not have to appoint to fill all vacancies, as long as there is a minimum of four (4) "at large" Trustees and a minimum of four (4) "district" Trustees. A quorum shall consist of a majority of the Trustees then acting, and all decisions are made, unless stated otherwise in this document, by a majority vote of those Trustees present at the meeting of the Trustees. A Trustee who fails to attend three (3) consecutive regular Trustee meetings shall forfeit his or her Trusteeship. The Trustees shall hold regular Trustee meetings at 7:30 P.M. on the second Tuesday of each month, which meetings shall be open to all lot owners, and the location of such meetings shall be adequately publicized in advance. Special meetings may be called, but there must be a minimum of 72 hours notice, unless waived by all Trustees then acting. At the first Trustees' meeting following each election, the Trustees shall elect from among themselves a President, a Vice-President, a Secretary, and a Treasurer. The Trustees shall hold a minimum of two (2) general meetings each year, which meetings shall be open to all lot owners, and the location and time of such meetings shall be adequately publicized in advance.

Article III shall be amended by adding the following two paragraphs:

K. The Trustees shall be empowered to intervene in any and all matters that, in their judgment, could reasonably be expected to have an effect on property values in the subdivision, including, but not limited to, zoning, variances from zoning, special use permits, road developments, and traffic matters.

L. Any project involving a total expenditure equal to more than fifteen per cent (15%) of the total annual subdivision assessment shall require the affirmative vote of two thirds (2/3) of all the Trustees. All disbursements of Trustee funds shall be by check, and all checks shall be signed by both the Treasurer and one other Trustee officer, and if the Treasurer is not available, then by two other Trustee officers. The Treasurer and the other three officers who are authorized to sign checks shall be bonded, and the bonding costs shall be borne by the Trustee funds. Income and expenditures shall be audited once a year by three Trustees other than officers, selected at random, and their report shall be mailed to each residence.

Article IV shall be amended by deleting paragraph G which requires that Trustees be given the option to purchase all properties that are for sale.

The above amendments shall become effective after proxy or in person votes of two-thirds (2/3) of the lot owners have been cast in favor of such amendments at the election meeting.

AFFIDAVIT CONCERNING ABOVE AMENDMENTS:

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

STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
FILED FOR RECORD

1980 APR 19 AM 10:47

*Wm E. F. Ambler*  
RECORDER OF DEEDS

BOOK 7244 PAGE 1293

Amendment #1

P 9

We, Officers of Old Farm Estates Community Association Inc., St Louis County, Missouri, all of legal age and resident lot-owners of Old Farm Estates Subdivision, hereby certify that on January 5, 1980, an election for proxy was held on January 5, 1980, and the Minutes of said Election Meeting as per Affidavit from F.A. Curth is transcribed, recorded, and made a part hereof, show that at such meeting the owners (which term shall not include trustees under deeds of trust) of over two-thirds of the lots in the subdivision voted, either in person or by proxy, in favor of the amendments to the Indenture of Restrictions of said Subdivision which are set forth hereinabove, and therefore, by the terms of the Indenture of Restrictions as amended by order of the St Louis County Circuit Court of March 16, 1979, the above amendments are now incorporated into said Indenture of Restrictions. The proxy votes cast at the election of January 5, 1980, totalling 392, were personally witnessed by the resident lot-owners listed below, each of whom executed an affidavit to that effect, on the dates shown, and covering the number of proxies shown against each affiant's name:

Date	Affiant	Number of proxies	Date	Affiant	Number of proxies
Jan 1 80	F.A. Curth	42	Jan 3 80	William Becker	31
" 3	Patricia Cantoni	17	" 3	Osmilda Gurth	7
" 3	Paula Drake	3	" 3	Jean Gregory	16
" 3	Louise Hertzler	11	" 3	Jocie F. Huston	9
" 3	Larry G. Jackson	15	" 3	Dorothy O'Brien	8
" 3	Dean S. Patt	31	" 3	Shirley Patt	6
" 3	Joan Powers	14	" 3	Doris R. Rolfe	15
" 3	Rial E Rolfe	3	" 3	Fredrick L. Rupel	48
" 3	Beverly J. Schulte	11	" 3	Iris L. Shalit	15
" 3	Agnes A. Sobel	14	" 3	Arthur H. Fischer	7
" 3	James R. Young	13	" 3	Carl E. Zerweck	5
" 5	Jens H. Madsen	28	" 5	James S. Odom	19
" 5	Valarie J. Whitter	4			

Moreover, Frederick L. Rupel and F.A. Curth executed separate affidavits stating that according to their best knowledge and belief the names on the hereinabove mentioned proxies are the names of the individuals who are resident lot-owners in said Subdivision, and that having personally reviewed all said proxy votes, to their best knowledge and belief they evidence the preference for the Community Association's proposed Amendments of 392 lots in said subdivision, which is more than two-thirds of the lots in said Subdivision.

F.A. Curth  
F.A. Curth - Pres

Dean S. Patt  
Dean S. Patt Vice  
President

William Becker  
William Becker Treas.

Fred Rupel  
Fred Rupel Recording Secretary

James Odom  
James Odom Corresponding Secy

On this 18<sup>th</sup> day of April 1980, before me personally appeared: F.A. Curth, Dean S. Patt, William Becker, Fredrick Rupel, James Odom, the affiants, to me known to be the persons who executed the above affidavit, and the affiants each acknowledged that such affiant executed the same as such affiant's own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.



Bernard Whitter  
Notary Public

BOOK 7244 PAGE 1294

OLD FARM ESTATES SUBDIVISION

DESCRIPTION OF DISTRICTS FOR THE PURPOSE OF REPRESENTATION ON THE BOARD OF TRUSTEES

<u>DISTRICT</u>	<u>STREET</u>	<u>FROM #</u>	<u>THRU #</u>
One	Old Farm Drive	13005	13166
	Musket Court	it's entirety	
	Camphill Court	"	"
	Old Bridge Drive	"	"
Two	Old Farm Drive	1221	1452
	Old Farm Drive	13174	
	Benbush Drive	it's entirety	
	Damask Court	"	"
	Delft Drive	"	"
	Creve Coeur Mill Rd.	1226	1322
	Heirloom	13200	13238
Three	Bookbinder Drive	1509	1702
	Hobnail Drive	it's entirety	
	Hobnail Court	"	"
	Shoemaker	"	"
	Heirloom	1500	1547
Four	Creve Coeur Mill Rd.	1604	1678
	Strawberry Way	it's entirety	
	Fourposter Court	"	"
	Parquet Court	"	"
Five	Walnutway	"	"
	Greenbough Drive	13076	13135
	Burlewood Drive	it's entirety	
Six	Gatchouse Court	"	"
	Pickfair Drive	"	"
	Amiot Dr. (East Side)	13570	13668
	Bookbinder Drive	1810	1956
	Copper Kettle Ct.	it's entirety	
	Tandem Drive	"	"
Seven	Andiron Court	"	"
	Greenbough	13140	13282
	Amiot Dr. (East Side)	13432	13522
	Weatherfield Drive	13009	13193
	Barnhill Court	it's entirety	
	Beacongrove Drive	"	"
	Pepperrell Drive	"	"
Roundstone Court	"	"	

BOOK 7244 PAGE 1295

END OF DOCUMENT

Amendment #1

P11



1980 APR 19 AM 10:47

*Wm E. Fagerberg*  
RECORDER OF DEEDS

AFFIDAVIT

STATE OF MISSOURI )  
                          ) ss. : ----- 5  
COUNTY OF ST. LOUIS )

Comes now F. A. Curth, of legal age, affiant herein, and certifies that he is the President of Old Farm Estates Community Association, Inc. and that the following minutes of a January 5, 1980 meeting are true and correct:

MINUTES OF OLD FARM ESTATES SUBDIVISION MEETING

An election meeting was held January 5, 1980 at the Pee Pee Branch of the County Library for the purpose of amending the Indenture of Restrictions of OLD FARM ESTATES SUBDIVISION, St. Louis County, Missouri.

In attendance were members of the Board of Directors of Old Farm Estates Community Association, Inc. (O.F.E.C.A.), Subdivision Trustees Don Thompson and Dick Cannady, Attorney Roger R. Fagerberg representing O.F.E.C.A., and about ten other residents.

F. A. Curth opened the meeting at 2:35 P.M., stating that it would be chaired by Attorney Fagerberg, and F. A. Curth would keep the minutes, and this was acceptable to all present.

Fagerberg stated that he had consulted with Trustee Thompson as to whether the Trustees would wish to run the meeting, and that Thompson had declined.

Fagerberg then stated that the election had been requested in writing by more than two-thirds of the lot owners, and that it had been called by O.F.E.C.A. because the Trustees had declined to do so, also that it had been called by mail with the required ten days' notice. He went on to say that two proposals for Amendments had been submitted to the Homeowners, one by the Trustees and one by O.F.E.C.A., and that they were essentially very similar, the primary difference of substance being that the former stipulates a total of seven Trustees while the latter stipulates "up to fifteen."

Proceeding with the election itself, Fagerberg stated that the Trustees' proposal was not being voted upon at this election, and that in regard to a homeowner who had voted for the Trustees' proposal by mailing in his or her card and had subsequently signed a proxy for O.F.E.C.A., by signing the proxy with its revocation clause, said homeowner's vote for O.F.E.C.A.'s proposal would be valid. Fagerberg then asked whether anybody present had done any of the following: (a) signed a proxy for O.F.E.C.A. and now wished to revoke said proxy; (b) had with them any forms revoking any O.F.E.C.A. proxies; or (c) not having voted, wished to do so now in person. There was no response to these questions.

Fagerberg then asked the proxy-holders whether they were ready to vote, and Rupel stated that he was voting the proxies from the owners of 392 (three-hundred ninety-two) lots, in favor of the Amendments proposed by O.F.E.C.A. Fagerberg read a sample affidavit, such as was signed and notarized for each signature-gatherer, and Curth stated that he had in his possession such affidavits, all duly notarized, attesting to a total of 392 proxies in favor of such proposal. Fagerberg also stated that two members of the Board of Directors of O.F.E.C.A. will attest to the fact that to their best knowledge and belief the names on said proxies are the names of the individuals who are resident lot owners and that such signed names evidence the preference of the lot owners of 392 lots for O.F.E.C.A.'s proposed Amendments, which 392 lots is more than two-thirds of the subdivision's 559 lots.

Amendment #1

p12


Thereupon Fagerberg declared that the Indenture Amendment as proposed by the Old Farm Estates Community Association, Inc. in their mailing to all Homeowners had passed, having received more than the two-thirds vote required for passage. He expressed the hope that the Trustees would take the necessary steps to satisfy themselves that this was indeed so, and would thereupon sign an affidavit to this effect for the purpose of recording the Amendments.

The Election Meeting was adjourned at 3:15 P.M.

Approved:

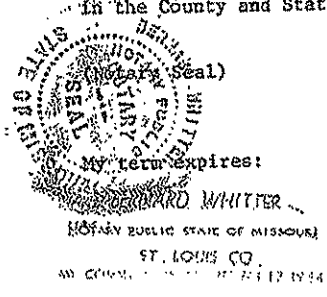
  
Roger R. Fagerberg, Attorney

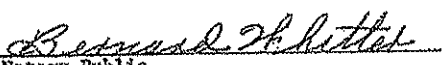
Respectfully submitted,

  
F. A. Curth, President  
Old Farm Estates Community Association, Inc.

On this 18<sup>th</sup> day of April, 1980, before me personally appeared F. A. Curth, President of Old Farm Estates Community Association, Inc., to me known to be the person who executed the foregoing affidavit and who acknowledged that such affidavit was executed as his own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.



  
Notary Public

AMENDMENTS TO THE INDENTURE OF RESTRICTIONS OF OLD FARM ESTATES

The Indenture of Restrictions of Old Farm Estates Subdivision shall be amended by deleting the sixth sentence of paragraph H of article III and substituting a new sixth sentence. Such sentence before amendment reads: "Such lien shall be prior and paramount to the lien of any deed of trust or other secured indebtedness or lien against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, or any municipal subdivision thereof." Such sentence shall now read as follows: "Such lien shall be prior and paramount to the lien of any deed of trust or other secured indebtedness or lien filed (recorded) after said notice has been filed against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, and any municipal subdivision thereof."

Modified by  
Amendment  
#3

The Indenture of Restrictions of Old Farm Estates Subdivision shall be amended by adding a new paragraph M to article III, as follows:

"M. The Trustees are authorized to purchase and incorporate into the common property of the subdivision the five acre tract of land which contains the swimming pool and related recreational facilities and is located on Bookbinder Drive and surrounded by common property of the subdivision. The Trustees are authorized to operate such pool and facilities or cause another entity to operate such pool and facilities. The Trustees are authorized to borrow money and pledge such five acre tract as security. The Trustees are authorized to levy assessments upon the subdivision lot owners over and above all restrictions and limitations set forth in paragraph H of this article III to acquire such pool property and pay for all principal and interest payments, but not for the operation of the pool and facilities, which operation is to be paid for by the users thereof. However, such pool property acquisition assessments shall not exceed \$65.00 for the first year and \$26.00 each for the next four years, and there shall be no such assessment thereafter."

AFFIDAVIT CONCERNING ABOVE AMENDMENTS

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

SS.

580

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS } SS  
FILED FOR RECORD

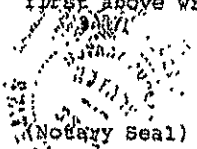
1983 DEC 30 PH 4:23

We, Trustees of Old Farm Estates Subdivision, St. Louis, Missouri, all of legal age and resident lot-owners of Old Farm Estates Subdivision, hereby certify on this 13th day of December of 1983, that an election meeting was held on November 29, 1983, after a minimum of ten days' advance notice to all lot-owners, and at such meeting the owners (which term shall not include trustees under deeds of trust) of over two-thirds of the lots in the subdivision voted, either in person or by proxy, in favor of the above amendments to the Indenture of Restrictions of said subdivision. Therefore, by the terms of the Indenture of Restrictions, as amended by order of the St. Louis County Circuit Court of March 16, 1979, as further amended by instrument recorded in book 7244, page 1292 thru page 1295, of the office of Recorder of Deeds, St. Louis County, Missouri, the above amendments are now incorporated into said Indenture of Restrictions.

*Larry G. Jackson* *Charles Gaston* *Frederick Rupel*  
Larry G. Jackson, Pres. Charles Gaston, Vice-Pres. Frederick Rupel, Sec'y.

On this 13th day of December, 1983, before me personally appeared Larry G. Jackson, Charles Gaston, and Frederick Rupel the affiants, to me known to be the persons who executed the foregoing affidavit, and the affiants each acknowledged that such affiant executed the same as such affiant's own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.



My commission expires:

*[Signature]*  
Notary Public

DARUL F. COOM  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS MO.  
END OF DOCUMENT

BOOK 7572 PAGE 2278





AMENDMENT TO THE INDENTURE OF RESTRICTIONS OF OLD FARM ESTATES SUBDIVISION

The present paragraph H of Article III shall be amended in its entirety by deleting the entire paragraph H of Article III and substituting a new paragraph H. Before this amendment paragraph H read as follows:

H. In order to pay necessary expenses of the Trustees in performing their functions hereunder, said Trustees shall from year to year determine the total amount required for special purposes and apportion that said amount among the owners of lots in the Subdivision. Owners are required to pay such proportionate amount of money but it shall not exceed the sum of Fifty Dollars (\$50.00) per lot in any one year, except as hereinafter provided. The Trustees shall notify each property owner of the amount due and shall demand payment of each property owner within thirty (30) days from the date of said notice. Said Trustees are empowered to file notice of assessment in the Office of the Recorder of Deeds of St. Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice, a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust, and, if said amount be not paid within the time stated in said notice, it shall bear interest at the rate of 8% per annum from the date payment becomes due. Such lien shall be prior and paramount to the lien of any deed of trust or other secured indebtedness or lien filed (recorded) after said notice has been filed against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, and any municipal subdivision thereof. Said Trustees are fully authorized and empowered to institute suit in law or equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, costs of court and an additional amount of \$50.00 as attorneys' fees, in each and every case.

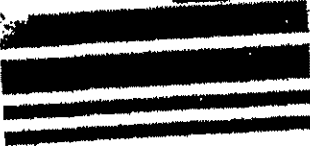
If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total additional assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners duly called and held in the manner provided with reference to the election of Trustees, by a 60% majority of those present in person or by proxy, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of Fifty Dollars (\$50.00) per lot per year for general purposes shall not apply to any assessments made under the provisions of this paragraph.

After this amendment paragraph H of Article III reads as follows:

H. In order to pay necessary expenses of the Trustees in performing their functions hereunder, said Trustees shall from year to year determine the total amount required for general purposes and apportion that said amount among the owners of lots in the Subdivision. Owners are required to pay such proportionate amount of money but it shall not exceed the sum of Fifty Dollars (\$50.00) per lot in any one year prior to 1997 and shall not exceed the sum of One Hundred Dollars (\$100.00) per lot in any one year beginning with the calendar year 1997, except as hereinafter provided, nor shall the assessment per lot in any one year beginning with the calendar year 1997 be higher than the assessment of the preceding year by more than Ten Dollars (\$10.00) per lot. The Trustees shall notify each property owner of the amount due and shall demand payment of each property owner within thirty (30) days from the date of said notice. Said Trustees are empowered to file notice of assessment in the Office of the Recorder of Deeds of St. Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice, a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust, and, if said amount be not paid within the time stated in said notice, it shall bear interest at the rate of 8% per annum from the date payment becomes due. Such lien shall be prior and paramount to the lien of any deed of trust or other secured indebtedness or lien filed (recorded) after said notice has been filed against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, and any municipal subdivision thereof. Said Trustees are fully authorized and



BOOK: 17180 - Page: 2958



JANICE M. HAMMONDS, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: AMDT  
GRANTOR: OLD FARM EST SUB BY BD OF TR  
TO:  
GRANTEE: OLD FARM EST SUB  
PROPERTY DESCRIPTION:

Lien Number: [ ] Notation: X Locator: [ ]

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number  
1,075

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 2 day of June 2006 at 01:33 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

*J. Ann Reber*  
Deputy Recorder



*Janice M. Hammonds*  
Recorder of Deeds  
St. Louis County, Missouri

- \_\_\_ N.P.
- \_\_\_ N.P.C
- \_\_\_ N.N.C.
- \_\_\_ N.N.I.

Mail to:  
Roger Fagerberg  
13812 Clayton Rd.  
Chesterfield, MO 63017  
Destination code: M

RECORDING FEE \$27.39  
(Paid at the time of Recording)

Amendment # 4 p 18

2  
Notation

Feb. 8, 2005 AMENDMENT TO THE INDENTURE OF RESTRICTIONS  
OF OLD FARM ESTATES SUBDIVISION

The Indenture of Restrictions of Old Farm Estates Subdivision, as previously restated and amended, is further amended by deleting the present last paragraph of Article VI and substituting a new last paragraph of Article VI which shall read as follows:

"The provisions of this Indenture may be amended at an election by an affirmative vote of a 60% majority of the votes cast by mail-in ballot, each lot being entitled to one vote. The said election is to be called upon at least ten (10) days advance written notice addressed to the last known mailing address of each lot owner of Old Farm Estates Subdivision. In the event of an affirmative vote of a 60% majority of the ballots cast approving an amendment thereupon, the Trustees shall execute an affidavit stating the approval of the amendment, the portion of the Indenture of Restrictions to be deleted and any new language to be added thereto and cause same to be recorded in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri."

AFFIDAVIT CONCERNING THE ABOVE AMENDMENT

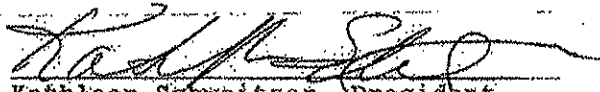
STATE OF MISSOURI        )  
                                  )        SS.  
COUNTY OF ST. LOUIS.    )

I, Kathleen Schweitzer, President of the Board of Trustees of Old Farm Estates Subdivision, St. Louis County, Missouri, of legal age and a resident lot owner of Old Farm Estates Subdivision, hereby certify on this 8th day of February, 2005, that an election meeting called by the Trustees was held on November 23, 2004, after a minimum of ten days' advance notice to all lot owners, and at such meeting the owners (which term shall not include trustees under deeds of trust) of over two-thirds of the lots in the subdivision voted, either in person or by proxy, in favor of the amendment to the Indenture of Restrictions of said subdivision which are set forth and

Amendment #4

p19

recorded in Book 7244, pages 1292 through 1295, of the office of the Recorder of Deeds, St. Louis County, Missouri. Therefore, by the terms of the Indenture of Restrictions, as previously restated and previously amended, the above amendment is now incorporated into said Indenture of Restrictions.


  
Kathleen Schweitzer, President  
Board of Trustees, Old Farm  
Estates Subdivision

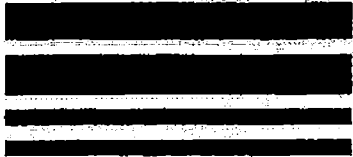
On this 8th day of February, 2005, before me personally appeared Kathleen Schweitzer, President of the Board of Trustees of the Old Farm Estates Subdivision, the affiant, to me known to be the person who executed the foregoing affidavit on behalf of the Trustees of Old Farm Estates Subdivision, and such affiant acknowledged that she executed the same as her own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.



Notary Seal

  
Roger R. Egerberg, Notary Public  
County of St. Louis  
State of Missouri  
My commission expires Aug. 13, 2008



\* 2013040300667 \*

JANICE M. HAMMONDS, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: **AMDT**  
GRANTOR: **OLD FARM ESTATES SUB ETAL**  
TO:   
GRANTEE:

PROPERTY DESCRIPTION: **OLD FARM ESTATE PLAT 1**

Lien Number

Notation  
**X**

Locator

**NOTE:** I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES** of the **GRANTOR** and **GRANTEE** as well as the **DESCRIPTION** of the **REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

**RECORDER OF DEEDS DOCUMENT CERTIFICATION**

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

Document Number  
**00667**

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 3 day of April 2013 at 10:20AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

**EBW**  
Deputy Recorder



*Janice M. Hammonds*  
St. Louis County, Missouri

Mail to:

[Empty rectangular box for mailing address]

Destination code: **18 M**

RECORDING FEE **36.00**  
(Paid at the time of Recording)

5 ✓

\_\_\_\_\_ [Space Above this Line for Recording Data] \_\_\_\_\_

Title(s) of Document: "Fifth Amendment to the Restated Indenture of Restrictions to Old Farm Estates Subdivision, St. Louis County, Missouri"

Date of Document: March 14, 2013

Grantor(s): Old Farm Estates Subdivision by its Board of Trustees

Grantor(s) Address: 13135 Greenbough, St. Louis, Missouri 63146

Grantee(s): The Public

Grantee(s) Address: N/A

Full Legal Description is located on page: N/A

Reference Book(s) and Page(s), if required: Book 7244 Pages 1292-1297  
Book 7572 Page 278  
Book 11041 Pages 303-304  
Book 17180 Pages 2958-2960

**FIFTH AMENDMENT TO THE RESTATED INDENTURE  
OF RESTRICTIONS TO OLD FARM ESTATES SUBDIVISION  
ST. LOUIS COUNTY, MISSOURI**

This Fifth Amendment ("Fifth Amendment") to the Restated Indenture of Restrictions to Old Farm Estates Subdivision ("Subdivision"), including Old Farm Estates Additions and Second Additions is made and entered this 14<sup>th</sup> day of March, 2013, and below executed by the duly elected officers ("Officers") which of have been elected by the Board of Trustees ("Trustees") of Subdivision located in St. Louis County, Missouri.

**WHEREAS**, Subdivision began being developed about 1965, and presently consists of 15 recorded plats, and contains within such plats 558 lots, and

**WHEREAS**, all 15 plats have been duly recorded in the Recorder of Deeds Office for St. Louis County, and

**WHEREAS**, the developers of the Subdivision, the Kodner Family, recorded an original Indenture of Restrictions for Subdivision ("Original Indenture"), and

**WHEREAS**, as a result of mistakes and ambiguities in the Original Indenture, the then trustees of Subdivision filed a lawsuit in St. Louis County, Missouri, Circuit Court, entitled *Old Farm Estates Subdivision, Trustees vs. Mike Kodner and Martin Kodner, Statutory Trustees for Kodner Development Company, and the Residents of Old Farm Estates Subdivision*, Cause 408841, and

**WHEREAS**, on or about March 16, 1979, Division 16 of said Circuit Court entered a decree for Declaratory Judgment and Reformation, approving a Restated Indenture of Restrictions ("Restated Indenture"), which said judgment was recorded in the St. Louis County Recorder of Deeds Office, on or about March 27, 1979 in Book 7144, Pages 606 to 614, and



**WHEREAS**, since said decree, the Restated Indenture has been amended by the then Trustees and Lot Owners of Subdivision four times, each of the amendments being recorded in the St. Louis County Recorder of Deeds Office, on the dates and places as follows:

Amendment One	recorded January 1, 1980	Book 7244, Pages 1292-1297
Amendment Two	recorded December 13, 1983	Book 7572, Page 278
Amendment Three	recorded December 28, 1996	Book 11041, Pages 303-304
Amendment Four	recorded November 23, 2004	Book 17180, Pages 2958-2960

and

**WHEREAS**, there have been no further amendments since Amendment Four, and

**WHEREAS**, the current elected Officers of the Board of Trustees of the Subdivision are Sam Craig, President, Larry Jackson, Vice-President, Dave Voeller, Secretary, and Les Shenberg, Treasurer, and

**WHEREAS**, after due deliberation, the Officers and Trustees have considered and approved a proposed Fifth Amendment to be submitted to the Lot Owners, and after duly notifying Lot Owners, conducted an election via mail in ballot regarding this Fifth Amendment, per the authority set forth in Amendment Four, and all ballots which were returned to City & Village Tax Office, on or before January 29, 2013, were tabulated by the City & Village Tax Office, and

**WHEREAS**, by a vote of 207 Lot Owners approving to 28 Lot Owners not approving, the Lot Owners approved the following Fifth Amendment, to be inserted in the Restated Indenture as Article III, Section N, to read as follows:

N. The Trustees are authorized to incorporate a nonprofit corporation, under §355 of the Revised Statutes of Missouri, said nonprofit corporation shall be known as *Old Farm Estates*

*Homeowners Association of St. Louis County* ("Association"), to conduct the affairs and business of the Subdivision, including the ownership and management of the real and personal property owned by the Subdivision, and to conduct all powers and restrictions as set forth in the Indenture, as amended, in the name of the Association. The duly elected Board of Trustees of the Subdivision shall be the directors of the Association, and shall elect among themselves the Officers of the Association, which shall be the same four Officers as are authorized under the provisions of the Restated Indenture, Article I.

**AFFIRMATION:**

We, the undersigned, Sam Craig, President, Larry Jackson, Vice-President, Dave Voeller, Secretary, and Les Shenberg, Treasurer, of the Board of Trustees of legal age and resident Lot Owners of Old Farm Estates Subdivision, hereby certify on this 14 day of March, 2013 that, after a minimum of ten days' advance notice to all Lot Owners, an election was conducted by the Trustees via mail-in ballot on the 29<sup>th</sup> day of January, 2013, that the ballots were received and tabulated by the City & Village Tax Office, and that over sixty percent (60%) of the Lot Owners casting ballots voted in favor of the amendment to the Restated Indenture of said Subdivision which is set forth above. Therefore, by the terms of the Restated Indenture, as previously amended, the above amendment is now incorporated into said Restated Indenture.

IN WITNESS, we have hereto set our hands this 14<sup>th</sup> day of March, 2013.

Sam Craig, President  
Sam Craig, President

Larry D. Jackson  
Larry Jackson, Vice-President

Dave Voeller  
Dave Voeller, Secretary

Les Shenberg  
Les Shenberg, Treasurer

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

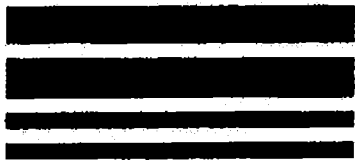
On this 14<sup>th</sup> day of March, 2013, before me personally appeared Sam Craig, Larry Jackson, Dave Voeller, and Les Shenberg, the affiants, to me known to be the persons who executed the foregoing affidavit, and the affiants each acknowledged that such affiant executed the same as such affiant's own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Elizabeth H. Lum  
Notary Public

My Commission Expires: 7/7/2015

ELIZABETH H. LUM  
NOTARY PUBLIC - NOTARY SEAL  
ST. LOUIS COUNTY  
STATE OF MISSOURI  
MY COMMISSION EXPIRES: JULY 7, 2015  
COMMISSION #11387712



\* 2017101700149 \*

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

TYPE OF INSTRUMENT: **AMDT**  
GRANTOR: **OLD FARM ESTATES SUBDIVISION ETAL**  
TO: [blank]  
GRANTEE: [blank]  
PROPERTY DESCRIPTION: **OLD FARM ESTATES SUBDIVISION**

Lien Number

Notation  
**X**

Locator

**NOTE:** I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs.** Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET.**

**RECORDER OF DEEDS DOCUMENT CERTIFICATION**

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

Document Number  
**00149**

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 17 day of October 2017 at 08:48AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

**MY**  
Deputy Recorder



*Gerald E. Smith*  
Recorder of Deeds  
St. Louis County, Missouri

Mail to:

[Empty rectangular box for mailing address]

Destination code: **18 M**

RECORDING FEE **36.00**  
(Paid at the time of Recording)

5

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Space Above Line Reserved for Recorder's Use

- 1. Title of Document: Sixth Amendment to Restated Indenture of Restrictions to Old Farm Estates Subdivision St. Louis County, Missouri
- 2. Date of Document: October 12, 2017
- 3. Grantor : Old Farm Estates Homeowners Assocation of St. Louis County
- 4. Grantor Address: 1507 Shoemaker Ct. St. Louis, MO 63146
- 5. Grantee: The Public
- 7. Legal Description: N/A
- 8. Reference Book and Page(s):
  - Book 7244, Pages 1292-1297
  - Book 7572, Page 2278
  - Book 11041, Pages 302-304
  - Book 17180, Pages 2958-2960
  - Book 20441, Pages 934-939

**Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.**

**SIXTH AMENDMENT TO THE RESTATED INDENTURE OF  
RESTRICTIONS TO OLD FARM ESTATES SUBDIVISION  
ST. LOUIS COUNTY, MISSOURI**

This Sixth Amendment ("Sixth Amendment") to the Restated Indenture of Restrictions to Old Farm Estates Subdivision ("Subdivision") including Old Farm Estates Additions and Second Additions made and entered into this 29<sup>th</sup> day of September, 2017, and executed by the duly elected President who has been elected by the members of Old Farm Estates Homeowners Association of St. Louis County, a nonprofit corporation ("OFEHOA").

**WHEREAS**, Subdivision began development around 1965, and presently consists of 15 recorded plats, and contains within such plats 558 lots, and

**WHEREAS**, all 15 plats have been duly recorded in the Recorder of Deeds Office for St. Louis County, Missouri, and

**WHEREAS**, the developers of the Subdivision, the Kodner Family, recorded an original Indenture of Restrictions for Subdivision ("Original Indenture"), and

**WHEREAS**, as a result of mistakes and ambiguities in the Original Indenture, the then trustees of Subdivision filed a lawsuit in St. Louis County, Missouri, Circuit Court, entitled *Old Farm Estates Subdivision, Trustees vs. Mike Kodner and Martin Kodner, Statutory Trustees for Kadner Development Company, and the Residents of Old Farm Estates Subdivision*, Cause 408841, and

**WHEREAS**, on or about March 16, 1979, in said Cause 408841, Division 16 of said Circuit Court entered a decree ("Decree") for "Declaratory Judgment and Reformation," approving a Restated Indenture of Restrictions ("Restated Indenture"), which said judgment was recorded in the St. Louis County Recorder of Deeds Office, on or about March 27, 1979 in Book 7144, Pages 606 to 614, and such Restated Indenture included previous amendments to the Original Indenture, and

**WHEREAS**, since Decree, the Restated Indenture has been amended by the then Trustees and Lot Owners of Subdivision five times, each of the amendments being recorded in the St. Louis County Recorder of Deeds Office, on the dates and deed books as follows:

Amendment One	recorded April 19, 1980	Book 7244, Pages 1292-1297
Amendment Two	recorded December 13, 1983	Book 7572, Page 2278
Amendment Three	recorded December 30, 1996	Book 11041, Pages 302-304
Amendment Four	recorded June 2, 2006	Book 17180, Pages 2958-2960
Amendment Five	recorded April 3, 2013	Book 20441, Pages 934-939;

and

**WHEREAS**, there have been no further amendments to the Restated Indenture since Amendment Five, and

**WHEREAS**, said Amendment Five authorized the Trustees, in the Restated Indenture, to create a nonprofit corporation, and OFEHOA was thereafter duly formed and duly filed with the Missouri Secretary of State on or about July 8, 2013, the name of said corporation being "Old Farm Estates Homeowners Association of St. Louis County" and directors and officers of OFEHOA have been duly elected since that date, and

**WHEREAS**, the OFEHOA directors and officers are the same persons as the Trustees as such are referenced in the Original Indenture, the Restated Indenture and amendments, and

**WHEREAS**, by notice duly and timely made to all Lot Owners of the Subdivision, an election was held for the purpose of voting on a proposed further amendment to the Restated Indenture, as amended, of the Subdivision, in accordance with Article IV of the Restated Indenture authorizing amendments, and

**WHEREAS**, ballots from Lot Owners were to be received by the stated deadline made by the Trustees, July 31, 2017, and at that deadline a total of 401 valid ballots from Lot Owners were received, of which 282 voted to amend the Restated Indenture and 119 voted against said approval of the amendment, so that 70.3% of the ballots cast by the Lot Owners voted in the affirmative to approve this amendment, it being understood that the Restated Indenture requires a 60% majority vote of those eligible ballots received, in order to effectuate a proper amendment to the Restated Indenture, and so the amendment passed, and

**WHEREAS**, the purpose of this Sixth Amendment is to memorialize said ballot measure to increase annual assessments to the Lot Owners and allow funding of operating expenses of the pool and facilities from these annual assessments thereby extending to all Lot Owners the use of the pool without an additional membership fee, and

**WHEREAS**, Trustee and President of OFEHOA, Kathleen Schweitzer, has reviewed this Sixth Amendment and has determined it to be accurate and faithful to the language submitted to the members, and

**WHEREAS**, in her capacity as Trustee and President of the OFEHOA, this Sixth Amendment of the Restated Indenture is executed by Kathleen Schweitzer, with said amendment to read as follows:

1. Article III, Paragraph H of the Restated Indenture is hereby amended by deleting said paragraph of said article in its entirety and substituting the following:

H. In order to pay necessary expenses of the Trustees in performing their functions hereunder, said Trustees shall from year to year determine the total amount required for general operating costs of the subdivision including the pool and recreational facilities owned by the subdivision and any reserve funds set aside for future repair and replacement of common grounds and facilities. The total amount required shall be apportioned equally to all of the lots in the subdivision and shall be paid by the owners of such lots. The new annual lot assessment shall replace any and all prior annual amounts apportioned to each lot, which were previously capped at \$100.00 per lot.

Beginning with the assessment year 2018, this amount shall be \$220.00 per lot. The annual lot assessment may be divided into two installments. The first installment shall be due on the December 31 which precedes the assessment year and the second installment if needed shall be due on March 31 of the assessment year. Beginning with the assessment year 2019, the Trustees are authorized to increase the annual lot assessment, in any one year, by an amount less than or equal to 5% of the prior year assessment amount but the assessment amount shall not exceed the sum of \$280.00 in any one year.

Prior to this amendment the annual lot assessment for assessment year 2017 was set at \$100.00 per lot and was due and payable December 31, 2016. This amount due December 31, 2017 therefore shall represent the first installment for the assessment year 2018. The second installment for assessment year 2018 shall be \$120.00 due and payable March 31, 2018.

The Trustees shall notify each lot owner of the amount due and shall demand payment within 30 days from the date of said notice. Said Trustees are empowered to file notice of assessment in the Office of the Recorder of Deeds of St Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice, a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust, and, if said amount not be paid within the time stated in said notice, it shall bear interest at a rate of 8% per annum from the date payment becomes due. Such lien shall be prior to and paramount to the lien of any deed of trust or other secured indebtedness or lien filed (recorded) after said notice has been filed against the property described in said notice, excepting only general and state taxes of the County of St Louis and State of Missouri, and any municipal subdivision thereof. Said Trustees are fully authorized and empowered to initiate suit in law or equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, costs of court and reasonable attorney fees, in each and every case.

If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the annual lot assessment above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total additional assessment required. If such project and the assessment so stated shall be approved by affirmative vote of a 60% majority of the votes cast by mail-in ballots, each lot being entitled to one vote, the Trustees shall notify each lot owner of the additional assessment. All voting shall be by mail and use the City and Village Tax Office and/or similar disinterested agency. Such outline of the plan and estimated amount required shall be mailed to the last known address of each lot owner 45 days prior to the election date. The election date therefore shall become the date 45 days subsequent to the completion of such mailing. The limits to the annual lot assessment referenced above shall not apply to any special assessment made under the provisions of this paragraph.

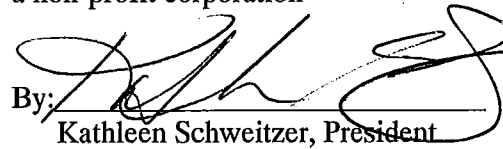


2. Article III, Paragraph M of the Restated Indenture is hereby amended by adding a second paragraph to the end of Article III, Paragraph M as follows:

The Trustees are authorized effective January 1, 2018 to extend to all lot owners and members of their households residing in the subdivision use of the pool and recreational facilities during normal operating hours. The Trustees are authorized to fund all operating expenses of the pool and related recreational facilities. The Trustees are also authorized at their discretion to determine an appropriate guest fee policy and an appropriate policy for membership of non lot owners living inside the subdivision or living outside the subdivision. Access to the pool may be restricted at the Trustees discretion for all lot owners with assessments delinquent in excess of 30 days and/or for members in gross violation of pool rules.

IN WITNESS, I have hereto set my hand this 12<sup>th</sup> day of October, 2017.

OLD FARM ESTATES HOMEOWNERS  
ASSOCIATION OF ST. LOUIS COUNTY,  
a non-profit corporation

By:   
Kathleen Schweitzer, President

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

On this 12<sup>th</sup> day of October, 2017, before me personally appeared, Kathleen Schweitzer, as President of Old Farm Estates Homeowners Association of St. Louis County, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

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.

  
Notary Public

My term expires:  
Feb 7, 2018

WENDY HATHAWAY  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
ST LOUIS COUNTY  
COMMISSION #14547146  
MY COMMISSION EXPIRES FEBRUARY 7, 2018