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

TYPE OF INSTRUMENT: **AMDT**
GRANTOR: **CLARKSON FARM ESTATES SUBDIVISION**
TO: [blank]
GRANTEE: [blank]
PROPERTY DESCRIPTION: **CLARKSON FARM ESTATES (FORMERLY KINGSFIELD)**

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: **00432**

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 16 pages, (this page inclusive), was filed for record in my office on the 23 day of November 2010 at 10:27AM 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.

MLM
Deputy Recorder



Janice M. Hammonds
St. Louis County, Missouri

Mail to:
**RON CORNO
23 CLARKSON FARM DRIVE
CHESTERFIELD, MO 63017**

Destination code: **VC M**

RECORDING FEE 66.00
(Paid at the time of Recording)

15 /

AMENDED INDENTURE OF TRUST AND RESTRICTIONS FOR CLARKSON FARM ESTATES SUBDIVISION

Notarized

THIS AMENDED INDENTURE made and entered into this 19TH day of

NOVEMBER, 2010 by RON CORNO, CAROL YOUNG, RENEE HENNEKES, and

_____, all of the State of Missouri, hereinafter referred to as "Trustees": Bk 7226

Pg. 1223

WITNESSTH THAT:

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of said land described in Exhibit A, including all common land, and mutually to benefit, guard, and restrict future residents of Clarkson Farm Estates Subdivision and to foster their health, welfare, and safety, and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, any and all of which are sometimes hereafter termed "restrictions", are jointly or severally for the benefit of all persons who may purchase, hold, or reside upon any of the lots covered by this instrument; and

WHEREAS, the Trustees have been designated in perpetuity the following described real estate, situated in the County of St. Louis, State of Missouri:

The area designated as "COMMON GROUND & EASEMENT AND PRIVATE STREETS" on the Plat of Clarkson Farm Estates, a Subdivision according to plat thereof recorded on the _____ day of _____, _____, as Daily No. _____ of the St. Louis County Recorder's Office.

✓

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements made by the parties hereto each to the other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any of the lots and parcels of land in any plat of Clarkson Farm Estates Subdivision, all as described herein as follows, to wit:

I

CONVEYANCE TO TRUSTEES

This trust shall continue for the duration of CLARKSON FARM ESTATES, a Subdivision developed under the Ordinances of Clarkson Valley, it being the intent that the common ground and private streets held hereunder be and remain used and maintained for the common benefit of all lot owners and residents, so long as all or part of CLARKSON FARM ESTATES, a Subdivision, be developed for residential purposes.

II

RESERVATION OF EXPENDITURES

Trustees reserve 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 them for sewers, gas pipes, conduits, poles, wires, street lights, road, streets, recording fees, subdivision fees, consultation fees, or fees, charges, and expenses incurred with respect to the creation of any subdivision in the tracts described in Exhibit "A" attached hereto and made a part hereof.

II

DESIGNATION AND SELECTION OF TRUSTEES

At the first meeting, or any adjournment thereof, the majority of the lot owners attending such meeting, in person or by proxy, shall have the power to elect three (3) such Trustees until their successors have been duly appointed or elected and qualified. In the event of joint ownership of any lot or lots, only one of the joint owners may vote for each lot or lots jointly owned. Each voting owner shall be designated prior to any meetings requiring any votes. After three (3) have been elected by lot, the one receiving the fewest votes shall serve for a term of one (1) year, the one receiving the second highest number of votes for a term of two (2) years, and the one receiving the highest number of votes for a term of three (3) years. At such meeting each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The results of such elections shall be certified by the persons elected Chairman and Secretary. A majority of the lot owners, whether there by person or by proxy, shall constitute a quorum.

Annual meetings will be held in the Spring and the Fall with any emergency meetings thereafter called at the discretion of the trustees, with notice given either by first class mail, email, or telephone. At each successive Annual Spring meeting, one trustee shall be elected to fill an expiring term.

IV

TRUSTEES' DUTIES AND POWERS

Trustees and their successors shall have the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

- 1) To acquire and hold the common ground and private streets hereinabove described and conveyed to Trustees, which said common ground and private streets is set forth and shown on

the plat of Clarkson Farm Estates Subdivision, all in accordance with and pursuant to the aforesaid ordinances of Clarkson Valley and in accordance with and subject to the provisions of this instrument, and to deal with any common ground so acquired under the provisions hereinafter set forth.

2) To exercise such control over the easements, private streets and roads (except for those easements, streets, and roads which are now or hereafter may be dedicated to public bodies or agencies), entrances, lights, street lights, common ground, cul-de-sacs, park areas, lakes (including restrictions of use of same), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities, as may be shown on the recorded plat of Clarkson Farm Estates Subdivision as is necessary to maintain, repair, rebuild, supervise, and insure the proper use of said easements, street lights, entrance markers, streets, roads, and any other non-public items by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate, and maintain on, under and over said easements and streets, pipes, poles, wires, and other facilities and public utilities for services to the lots shown on said plat.

3) To exercise control over the common ground and cul-de-sacs on said plat; pay real estate taxes and assessment herein provided; to repair, maintain, and improve same with shrubbery, vegetation decorations, buildings, recreational facilities of any kind or description, other structures and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the owners of lots in Clarkson Farm Estates, a Subdivision, all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots in Clarkson Farm Estates, a Subdivision, and according to the discretion of the Trustees.

4) To prevent, 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 also any rules and regulations issued by said Trustees conveying the use of said common land or any matters 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 Trustee is intended to be discretionary and not mandatory.

5) To dedicate to public use any private streets constructed or to be constructed on the aforescribed tract of land, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

6) 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, their agents, or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal, or planting.

7) To consider, approve or reject any and all plans and specifications for any and all house, building, or structure, fences, detached buildings, outbuilding, accessory buildings, swimming pools, or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other

specifications for house, fences, swimming pools, or tennis courts, accessory buildings, and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

8) To require a \$1000.00 (one thousand dollar) deposit, subject to yearly inflationary increases after 2010, comparable to the cost of living, at the discretion of the trustees, in connection with the proposed erection of any house, building or structure, fence, driveway replacement, detached building, outbuilding, swimming pool, or other imposing structure or improvement on any of said lots in order to provide that upon the completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision property and improvements shall be repaired.

9) To purchase and maintain in force, liability insurance, protecting Trustees and lot owners from any and all claims, for personal injuries and property damage arising from use of common areas and facilities.

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

11) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of the Trust as well as the time fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees

for the benefit of those entitled to the use of the common ground, roads or easements.

12) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of Clarkson Valley or any other governmental jurisdiction of which the subdivision may become a part and for such purpose shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, park areas, lakes, shrubbery, entrance markers, and any and all other non-public items (including, but not limited to, storm water sewers, sanitary sewer trunks, and all other items used by the owners of the lots in Clarkson Farm Estates, a Subdivision.

V

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered, and granted the right to make assessments upon and against lots in Clarkson Farm Estates, a Subdivision, for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument.

1) (a) The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed One Thousand Dollars (\$1,000.00) per lot in each calendar year upon and against each lot in the plat of Clarkson Farm Estates, a Subdivision, for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, common ground, utilities, parking spaces, street lights, cul-de-sacs, entrance gates and markers, and trees, and all other non-public items and to dispose of garbage or

rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety, and general welfare of the residents of Clarkson Farm Estates, a Subdivision.

b) If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the owners of each lot in the Subdivision. This additional assessment must then be approved in writing by a majority of the record owners of the lots in the Subdivision. The approval may be obtained by the Trustees by securing the signatures of a majority of the owners in the Subdivision to an agreement authorizing the additional assessments or by the affirmative vote of a majority of the owners of lots in the Subdivision at a meeting called for such purpose. Notice of such special assessment shall be given with such assessment becoming delinquent thirty (30) days after the date of such notice.

c) In addition to the foregoing assessments, each single family residence unit shall be assessed for sanitary sewer purposes by Metropolitan Sewer District, its successors and assigns.

2) All assessments, shall bear interest at the rate of ten percent (10%) per annum from the date of delinquency and such assessments, together with interest, shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri. Such assessment may be in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages or deeds of trust. Should an owner pay an assessment

after the recording of a notice thereof, as herein provided, the Trustees shall release said lien (as shown by recorded instrument) by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted, from time to time in the minutes of their proceedings, the payments made on account of assessments.

3) The Trustees shall deposit the funds coming into their hands as trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings & Loan Insurance Corporation. The treasurer shall be bonded for the proper performance of his duties in an amount fixed by the Trustees.

4) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

VI

INDENTURE OF RESTRICTIONS

1) Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for twenty five (25) years and may be renewed for an additional twenty five (25) years by affirmative vote of three-fourths (3/4) of the lot owners.

2) Land Use and Building Type: All lots in Clarkson Farm Estates Subdivision shall be used only for single-family residential dwellings.

3) Dwelling Quality and Size: The living area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,600 square feet total living area for a one-story residence and not less than 3,000 square feet total living area for a two-story residence, and not less than 2,800 square feet total living area for a one and one-half story residence with 1,600 square feet on first floor.

4) Placement of Improvements: Buildings shall be placed on lots only in the manner approved by the Trustees, subject to terms and provisions of Article IV, Paragraph 7, Page 5, with the front and side building setback lines being at least those required by Clarkson Valley.

5) Easements: The easements shown on the recorded plat for installation and maintenance of utilities and drainage facilities are hereby reserved and the same shall run with the land.

6) Signs: No signs shall be erected or displayed in public view on any lot except the (1) sign, not larger than five (5) square feet, advertising the property for sale or rent. The sign permitted shall not exceed 5 square feet in size. No signs or directional arrows will be allowed to be posted at the entrance except on the day of the event, to be removed upon completion of the event.

7) Livestock and Poultry: No animals, livestock, or poultry shall be raised, bred, or kept on any lot, EXCEPT THAT household pets, in limited numbers may be kept provided they are not maintained for any commercial purposes.

8) Fences: No fences or screening shall be erected or maintained on any lots between the building setback lines and the street upon which that lot fronts. Fences may be maintained on other portions of lots only with the written consent of the Trustees as to locations, materials used, and heights of fence. The decision of the Trustees shall be made within thirty (30) days of submittal and shall be conclusive.

9) Abandoned Vehicles: No abandoned cars, motorcycles, jeeps, trucks, trailers, or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the common ground or the lots of this Subdivision. If said motor vehicles are so stored or remain on the aforesaid premises, Trustees shall take the necessary

action to remove same.

10) Above-ground Structures: No above-ground structures, other than required street lights, may be erected within cul-de-sac, divided street entry island, or median strip without the written approval of the Village of Clarkson Valley

11) Nuisances. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance. No trucks, boats, trailers, mobile homes, recreational vehicles, buses or commercial or industrial rolling stock or equipment may be stored or suffered to remain upon said tract of land covered hereunder except such as may be conveniently garaged within the buildings upon the premises save for his personal transportation. No motor vehicle which is non-usable, inoperative, or in a neglected state of disrepair shall be permitted to be stored or suffered to remain upon said tract of land covered hereunder.

No sign of any kind shall be permitted or erected or suffered to remain anywhere, on anything, except one single or double faced "For Sale" or "For Rent" sign in addition to the name, address and/or telephone number of the person offering said real estate for sale or for rent. Said sign shall not exceed five (5) square feet in size. All other signs shall be prohibited

12) Liability of Trustees - Trustees not to be Compensated: The Trustee shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items in excess of the assessment collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion,

deem necessary. Neither the Trustees nor successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

13) Sight Distance at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 lines extended. 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.

14) Amendments: This Indenture of Trust and Restrictions and any part thereof may be altered, amended, or discontinued by a written agreement signed by the then record owners of the fee simple title and a majority of the Lot Owners in the subdivision then included under the terms of this Indenture. Any such amendments, alterations, change, or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of deeds for the County of St. Louis, Missouri, become part of the provisions and restrictions of this Indenture.

15) Invalidation: Invalidation of any one of the covenants this Indenture shall in no way affect any other provision thereof.

Nothing herein shall be construed to relieve the Subdivision or the lot owners or the residents of Clarkson Farm Estates, a Subdivision, from complying with the Ordinances, Rules and Regulations of the Village of Clarkson Valley.

IN WITNESS WHEREOF, the Trustees have hereunto executed this Indenture the day and year first above written.

CLARKSON FARMS ESTATES

TRUSTEES:

Ron Cornio
RON CORNIO

Caroli Young
CAROLI YOUNG

Renee Hennekes
RENEE HENNEKES

LEGAL DESCRIPTION

August 29, 1979

Re: Kingsfield Subdivision
879-7975

A tract of land being part of Lot 9 of Kenneth Shotwell's Home Farm in the South Fractional one-half of Section 28, Township 45 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Southwest corner of "West Hampton Plat No. 1," a subdivision according to the plat thereof recorded as Daily Number 67 on March 5, 1969, in the St. Louis County records; said point being also a point in the East line of Clarkson Road, 60 feet wide; thence Eastwardly along the South line of said "West Hampton Plat No. 1" South 89 degrees 39 minutes 38 seconds East 1623.15 feet to a point in the West line of "West Hampton Plat No. 2," a subdivision according to the plat thereof recorded as Daily Number 7 on August 9, 1972, in the St. Louis County records; thence Southwardly along said West line of "West Hampton Plat No. 2" South 1 degree 13 minutes 37 seconds West 697.18 feet to the Southeast corner of Lot 9 of aforesaid Kenneth Shotwell's Home Farm; thence Westwardly along the South line of said Lot 9, North 89 degrees 22 minutes 14 seconds West 1622.28 feet to a point in the aforesaid East line of Clarkson Road, 60 feet wide; thence Northwardly along said East line of Clarkson Road, 60 feet wide, North 1 degree 09 minutes 47 seconds East 688.95 feet to the point of beginning and containing 25.816 acres.

EXHIBIT "A"

END OF DOCUMENT

BOOK 7226 PAGE 1237

This certificate is attached to the Amended Indenture of Trust and Restrictions for Clarkson Farm Estates Subdivision dated November 19, 2010.

On this 19TH day of November 2010, before me personally appeared Ron Corno, Caroli Young and Renee Hennekes to me known to be the persons described in and who executed the foregoing instruments and acknowledged that he executed the same as his free act and deed.

Michele A. McMahon
Notary Public

My commission expires:



MICHELE A. MCMAHON
My Commission Expires
October 9, 2011
St. Louis County
Commission #07484317



MICHELE A. MCMAHON
My Commission Expires
October 9, 2011
St. Louis County
Commission #07484317