

INDENTURE OF TRUST AND RESTRICTIONS (as amended)

See official documents recorded in Jefferson County Recorder Of Deeds:

1. March 17, 1982, Original document, Book 695 pages 56 – 68 (and 69 – 70). See Plat Book 79 Page 26.
2. February 9, 1983 Deed of Ratification, Book 713 pages 745 – 746.
3. February 14, 1986 Amendment, Book 168 pages 264 – 268 (and 269 – 270)
4. September 23, 1989 Amendment, Unknown Book and pages.
5. March 8, 1990 Amendment, Book 425 Page 369 (and perhaps beyond).
6. April 6, 1991 Minutes and Amendment, Book 490 Pages 93 – 100
7. June 10, 2018 Amendment, 2018R-017160, Recorded June 11, 2018
8. September 29, 2019 Amendment, 2019R-030537, Recorded 10/02/2019
9. October 6, 2019 Amendment, 2019R-031383, Recorded September 9, 2019
10. December 21, 2022 Amendment, 2022R-039930, Recorded 12/21/2022 09:06 AM

JEFFERSON COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 11th day of March, 1987 by and between West County Construction Company, Inc. a Missouri Corporation, (Huntley Construction Company, a Missouri Corporation, is the successor developer to West County Construction Company) hereinafter called First Party and Wayne C. Kennedy, Mary A. Kennedy, Joe E. Leonard all of the Sate of Missouri, Second Party, hereinafter referred to as “Trustees”:

WITNESSETH THAT:

WHEREAS, The legal description marked Exhibit A hereto attached, in accordance with a Final Development Plan so that plats or portions of said tract may now be recorded; and

WHEREAS, common land, recreational facilities, Cul-de-sacs and street lights have been reserved in Plat One of Antire Valley (formerly Antire Springs) and common land for similar purposes will be reserved in the subsequent plats, and,

WHEREAS, the First Party will adopt this Indenture of Trust and Restrictions and all provisions thereof for said plat; and,

WHEREAS, there may be designated, established and recited on the recorded plat of Antire Valley (formerly Antire Springs) certain streets, common land, easements and any other non-public items which are for the exclusive use and benefit of the residents of Antire Valley (formerly Antire Springs) except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating

sewers, sewer treatment plant, pipes, poles, wires, storm water drainage, water supply, parks and other facilities and public utilities for the use and benefit of the residents of Antire Valley (formerly Antire Springs); and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a desirable 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 Antire Valley (formerly Antire Springs) 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

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto covenant and agree to and with each 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 to Antire Valley (formerly Antire Springs), all as described herein as follows, to-wit:

I

CONVEYANCE TO TRUSTEES

WHEREAS, First Party shall by General Warranty Deed simultaneously herewith convey to the Trustees herein designated in perpetuity the following described real estate, situated in the County of Jefferson County, state of Missouri:

The area designated as "Common Ground" on the Plat of Antire Valley (formerly Antire Springs), according to plat thereof recorded in the 2 day of April, 1982 as ~~Daily No.~~ Bk. 79 pg 262 of the Jefferson County Recorder's Office.

This trust shall continue for the duration of Antire Valley (formerly Antire Springs), a Subdivision to be developed under the criteria of the U.S. Department of Housing and Urban Development, it being the intent of the First Party that the common properties 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 Antire Valley (formerly Antire Springs) shall be developed for residential purposes in substantially the form presently anticipated. Upon completion of the subdivision constituting this development, title to the common land shall thereupon be conveyed to the then Trustees to the then lot owners of Antire Valley (formerly Antire Springs) as tenants in common.

II

RESERVATION OF EXPENDITURES

Huntley Construction Company, a Missouri Corporation, 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 them for sewers, gas pipes, conduits, poles, wires, street lights, roads, 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.

III

DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be Wayne C. Kennedy, Mary A. Kennedy, and Joseph K. Leonard, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity, subject to the terms and provisions of this paragraph. Whenever any of said trustees or Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time that the Party of the First Part does not own any of the property described in Exhibit A hereto attached or does not own any property in any plat of Antire Valley (formerly Antire Springs) at which time a meeting of the then record holders in fee simple title to lots in Antire Valley (formerly Antire Springs) shall be called by notice of meeting signed by at least three (3) lot owners, sent by first class mail to, or personally served upon, all of such record lot owners at least ten (10) days before the date of fixed meeting, for the purpose of electing new Trustees. The notice shall specify the time and place of meeting, which place shall be in Jefferson County, Missouri. At such meeting, or any adjournment thereof the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees until their successors have been duly appointed or elected and qualified. After three (3) have been elected, by lot one shall serve a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their successors being elected to terms of three (3) years each. 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. 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. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinabove provided and any business relevant or pertinent to the affairs of Antire Valley (formerly Antire Springs) subdivision may be transacted at any meeting of lot owners in conformity with this procedure. Whenever there is a vacancy among the Trustees, said vacancy shall be filled by a person designated by the remaining Trustees, to serve the unexpired term of the Trustee replaced.

To the contrary notwithstanding, one third (1/3) of the Trustees shall be chosen by owners of developed lots after 50% of the lots in Antire Valley (formerly Antire Springs) have been sold; two thirds (2/3) of the Trustees shall be chosen by owners of developed lots after 95% of all the lots in

Antire Valley (formerly Antire Springs) have been sold; all of the Trustees shall be chosen by owners of developed lots after all of the lots of Antire Valley (formerly Antire Springs) have been sold.

Where the provisions of such a trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the County Court may upon the petition of any concerned resident of property owner of the subdivision, appoint one or more Trustees to fill vacancies until such time as Trustees are elected in accordance with the trust indenture. Any person so appointed who is not a resident or property owner within the subdivision shall be allowed a reasonable fee for his services by order of appointment, which fee shall be levied as a special assessment against the property in the subdivision, and which shall not be subject to any limitations on special assessments contained in the trust indenture or elsewhere.

IV

TRUSTEES DUTIES AND POWERS

First Party hereby invests Trustees and their successors with the rights, powers and authorities described in this instrument; and with the following rights, powers and authorities:

- 1) To acquire and hold the common land hereinabove described and conveyed to Trustees by separate instrument on even date herewith, which said common land is set forth and shown on the plat of Antire Valley (formerly Antire Springs) subdivision, all in accordance with Jefferson County, with and subject to the provisions of this instrument, and to deal with any common lands so acquired under the provisions hereinafter set forth.
- 2) To exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), entrance, lights, common land, park areas, (including restrictions of use of same), shrubbery, entrance markers, and any other non-public items, storm water sewers, well, sanitary sewer trunks, and lateral lines, pipes, and disposal and sewer treatment facilities as may be shown on the plat of Antire Valley (formerly Antire Springs) 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, sewers, water, 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 land shown on said plat, pay real estate taxes and assessment herein provided; to repair, maintain and improve same with shrubbery, vegetation, decoration, 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 Antire Valley (formerly Antire Springs) 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 Antire Valley (formerly Antire Springs) and according to the discretion of the Trustees.

- 4) To prevent, as Trustees of any express trust, any infringement and to compel the performance of any restrictions 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 Trustees is intended to be discretionary and not mandatory.
- 5) To dedicate to public use private streets constructed or to be constructed on the afore described 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 arrange 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 matters 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 fences, detached buildings, outbuildings, accessory buildings, swimming pools 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, swimming pools, or other structures may be erected or structurally altered on any of 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. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools, accessory buildings and other outbuildings have been submitted to there hereunder, approval will not be required and the related restrictions shall not be governed by the terms and provisions of this Paragraph. And First Party may construct any building structure that it may desire so long as it complies with the minimum property standards of the U.S. Department of Housing and Urban Development with local HUD office approval.
- 8) To require a reasonable deposit in connection with the proposed erection of any buildings or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure 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 improvements shall be repaired.

- 9) To establish rules and regulation for the operation of recreational facilities when the same have been provided in common areas and employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for their guests.
- 10) To purchase and maintain in force, liability insurance protecting Trustees and lot owners from any and all claims, for person injuries and property damage arising from the use of common areas and facilities.
- 11) In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provision 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.
- 12) 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 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 acquisitions by eminent domain become necessary on 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 property, roads or easements.
- 13) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all Subdivision and other ordinances, rules and regulations of Jefferson County or any other municipality of which the Subdivision may become a part and for such purposes 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, entrance lights, street lights, water supply, common land, park areas, shrubbery, entrance markers and any and all other non-public items including (but not limited to) storm water sewers, sanitary sewer trunks, sewer treatment plant, and all other items used by the owners of the lots in Antire Valley (formerly Antire Springs).
- 14) To enter into contracts for the collection of trash, rubbish and garbage for the owners and residents, covering such periods of time as they may consider advisable. Contracts would not require owners or residents to utilize the service but those owners and residents that use the service will be responsible for payment to the trash service provider. No other trash providers will be allowed to service homes during the contract period.

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in Antire Valley (formerly Antire Springs) 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 an initial assessment of \$150.00 and uniform annual assessments in an amount not to exceed TFour Hundred Eighty and no/100 Dollars (\$480.00) and may not be increased without the consent of two-thirds of the lot owners in good standing (not delinquent in payment of the annual assessment) voting by proxy ballot, or in attendance at a meeting called by the Trustees to set/or change the annual subdivision assessment, per lot in each calendar year upon and against each lot in Antire Valley (formerly Antire Springs) upon which a residence has been constructed and sold either by a Party of the First Part or by any other builder, 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, water supply, if required common land, utilities, parking spaces, street lights, sewer treatment plant, entrance markers, and trees, and all other non-public items and to dispose of garbage or rubbish, to perform or execute and powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in Antire Valley (formerly Antire Springs). A minimum of fifty (\$50.00) Dollars of each assessment so levied and collected shall be set aside for the exclusive maintenance of the streets and creek area and for no other purpose.

To the contrary notwithstanding First Party is exempt from this initial assessment and the annual assessment during start and completion of improvements of each plat except after 24 months the Developer-Owner becomes liable for the assessments on each lot remaining unsold or unimproved under the aforesaid 24 month period.

- (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 55% of the record owners of the lots in the Subdivision. The approval may be obtained by the Trustees by securing the signatures of not less than 55% of the owners of the lots in the Subdivision to an agreement authorizing the additional assessments or by the affirmative vote of at least 55% 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.

- 2) All assessments shall bear interest at the rate of eight (8%) per annum from the date of delinquency (but shall not be collected if such assessment is paid within 30 days after said due date), and such assessment together with interest, costs of collection and attorney's fees, as hereinafter provided, shall constitute a lien upon the property against which it is assessed until the amount, together with interest, costs of collection and recording, costs of releasing any liens, attorney's fees, and other reasonable charges, is paid in full. 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 Records Office of Jefferson County, Missouri. Such assessment shall be enforced in the same manner as provided by law for the enforcement of special tax liens against real estate. Should an Owner pay an assessment after the recording of such instrument, the Trustee shall release said lien by executing, acknowledging and recording, at the sole expense of the Owner of the property affected, a release of such lien.

Interest, Costs and Attorney's Fees for Non-Payment of Assessments. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate of eight percent (8%) per annum, and the Trustees, or the collection agent designated by the Trustees, may bring any action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the Petition in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment at the higher of the rate provided above and the rate provided by the applicable Missouri statute, and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

The recording of this declaration shall be notice of the lien for unpaid assessments hereunder, but the Trustees may cause a specific notice of any delinquent assessment to be recorded if they deem such to be advantageous for the collection thereof.

Subordination of the Lien to Mortgages. The lien of any assessments provided for herein levied subsequent to a mortgage shall be subordinate to the lien of such mortgage (which term also includes a Deed of Trust), provided, however that such subordination shall apply only to the assessments which have become due and payable prior to the sale of any such Lot by a Trustee under a Deed of Trust pursuant to the decree of foreclosure on any such mortgage or prior to a deed of conveyance of such Lot given by the mortgagor in lieu of foreclosure. Such sale, or deed of conveyance in lieu of foreclosure, shall relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment, nor from the lien of any such assessment becoming due before the granting of such mortgage.

- 3) The Trustees shall deposit the funds coming in to 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 and 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 public liability and property damage insurance as they may deem necessary and proper.

VI

INDENTURE OF RESTRICTIONS

The Party of the First Part, being the owner of the following described real estate lying and being situated in Jefferson County, Missouri and being more particularly described in Exhibit "A" attached hereto and made a part hereof, by this Indenture do impose upon all lots and common land in Antire Valley (formerly Antire Springs) the following restrictions and conditions, to-wit:

- 1) Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them.
- 2) Land Use and Building type: Each lot is restricted to a residential dwelling with a minimum width of twenty-four (24) feet and a minimum length of thirty-six (36) feet. Each residence must have a hip roof with asphalt shingles and must be installed on concrete foundations or basements. A minimum on-site concrete parking space shall be seventeen (17) feet in width by twenty (20) feet in length. Garages or carports are acceptable. Concrete slabs must have frost walls and not violate sideyard setbacks. The minimum square footage in any residence is set at 900 square feet.
- 3) Placement of Improvements: Buildings shall be placed on lots parallel to lot lines or angled with scattered front line if a minimum of twenty (20) foot setback from the front line and side yard building setback lines being at least to (10%) per cent of the front footage of each lot.
- 4) 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.
- 5) Signs: No signs shall be erected or displayed in public view on any lot larger than five (5) square feet advertising the property for sale or rent.
- 6) 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.
- 7) Fences: No fences or screening shall be erected or maintained on any lots other than fences approved by the Trustees.
- 8) Abandoned Vehicles: No trucks, campers, recreational vehicles, boats and/or construction vehicles of any kind and description may be parked on any of the driveways or streets of the subdivision. All such vehicles must be garaged. No abandoned cars, motorcycles, jeeps, trucks, 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 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.

- 9) Storage of Materials: EXCEPT during initial development and improvements storage of materials including but not limited to concrete, bricks, sand, rock, lumber, iron, steel or any combination is hereby prohibited.
- 10) Nuisances: No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance.

No trucks or other 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 nonusable, 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 fences or screening shall be erected or maintained on any lots between the buildings set back 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 shall be conclusive.

- 11) Liability of Trustees: Trustees not to be Compensated: the Trustees 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, sewer treatment plants, parkways, street lighting, water supply, 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 such sums for maintenance and improvements as they, in their sole discretion deem necessary. Neither the Trustees nor their successors shall be entitled to any compensation for service performed pursuant to this covenant.
- 12) Slope Control Areas: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope rations, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.
- 13) Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and three (3) 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 intersection

unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 14) Amendment: 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 of two-thirds (2/3) of the lot owners in good standing (not delinquent in payment of the annual assessment) voting by proxy ballot, or in attendance at a meeting called by the Trustees for the purpose of amending the Indenture of Trust and Restrictions of Antire Valley, in the Subdivision then included under the terms of this Indenture. Any such amendments, alterations, change or discontinuances shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deeds for Jefferson County, Missouri, become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of the Party of the First Part so long as it is an owner of one lot in Antire Valley (formerly Antire Springs) subdivision. Any amendment so adopted prior to the completion of the development shall be reviewed and approved by the Trustees.
- 15) Invalidation: Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

IN WITNESS WHEREOF, the Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture for the day and year first above written.

FIRST PARTY:

by (Wayne C. Kennedy)

SECOND PARTY:

(Wayne C. Kennedy)

(Mary A. Kennedy)

(Joe K. Leonard)

ATTEST:

Secretary (Mary A. Kennedy)