

*Recorded in Office of St. Louis County Recorder of Deeds
Amended & Restated May 7, 1997 in Book 11156 Page 1471
First Amendment August 6, 2007 in Book 17637 Page 1651*

**AMENDED AND RESTATED RESTRICTIONS AND TRUST
INDENTURE TO REPLACE AMENDED AND RESTATED
DEED OF RESTRICTIONS RECORDED IN BOOK 10113
PAGE 484 OF THE ST. LOUIS COUNTY RECORDS
REGULATING THE FOLLOWING PLATTED SUBDIVISIONS:**

**YORK VILLAGE - Plat Book 23 Page 34
YORK VILLAGE WOODLANDS - Plat Book 27 Page 51
YORK VILLAGE WOODLANDS 1ST ADDN - Plat Book 32 Page 25
YORK HILLS (AMENDED PLAT) - Plat Book 57 Page 44
McKNIGHT RIDGE - Plat Book 56 Page 10**

WHEREAS, Pursuant to Decree of the St. Louis County Circuit Court in Cause Number 658312 on February 23, 1994, Amended and Restated Deed of Restrictions and Trust Indenture for the platted subdivisions of land in St. Louis County, Missouri listed above was recorded in Book 10113 Page 484 to replace the Deed of Restrictions recorded in Book 790 Page 455 of the St. Louis County Records, and

WHEREAS, the Amended and Restated Deed of Restrictions authorized the owners of at least two-thirds (2/3) of the residence buildings on the lots in the subdivision to amend the restrictions and indenture, and

WHEREAS, at least two-thirds (2/3) [101 of 142] of the owners of residence buildings on the lots in York Village have executed and acknowledged this amendment and restatement,

NOW THEREFORE, the following shall be the Amended and Restated Restrictions and Trust Indenture for York Village to replace the Amended and Restated Deed of Restrictions and Trust Indenture Recorded in Book 10113 Page 484 of the St. Louis County Records for the following described property:

“A tract of land in the Northeast Fractional 1/4 of Section 20, Township 45 North, Range 6 East, in the County of St. Louis, Missouri, and described as:

Beginning at the intersection of the South line of said Northeast Fractional 1/4 with the center line of McKnight Road, thence North 0 degrees 30 minutes East along the center line of said McKnight road 35.18 chains to a point, thence South 88 degrees 45 minutes East along the center line of Eager Road 20.34-3/4 chains to an old stone, thence South 1 degree 4 minutes West 34.83 chains to the South line of said Northeast Fractional 1/4 of Section 20, and thence North 85 degree 39 minutes West 20.00 chains to the beginning, containing 70.62 acres, including 1/2

of Roads and 68.52 acres, excluding 1/2 of road, all as per Survey Record 5 page 65 of the St. Louis County Surveyor's office."

and

There is of record a certain plat of said tract of land designated by the name of YORK VILLAGE, appearing in Plat Book 23 at page 34, of the records of St. Louis County, Missouri, which plat shows a subdivision of the North 25 acres of the above described property into smaller lots and tracts, and shows certain roads, drives, lane and easements and which plat shows the balance of York Village at Lot "X", and, which Lot "X" was further subdivided by the following recorded plats:

YORK VILLAGE Woodlands, recorded January 1, 1929 in Plat Book 27 Page 51;

YORK VILLAGE Woodlands 1st Add., recorded March 22, 1935 in Plat Book 32 Page 25;

YORK HILLS (Amended Plat), recorded March 28, 1953 in Plat Book 57 Page 44;

McKNIGHT RIDGE, recorded November 14, 1952 in Plat Book 56 Page 10,

which subdivisions are collectively described herein as YORK VILLAGE.

1. EASEMENTS:

The previously created perpetual easements for the benefit of the owners of property located on the plats of YORK VILLAGE are confirmed as follows:

(a) All roads, drives and lane shown upon the plats of YORK VILLAGE, YORK VILLAGE Woodlands, YORK VILLAGE Woodlands 1st Addn., YORK HILLS (Amended Plat) and McKNIGHT RIDGE as private roadways and for underground public utilities adapted to the use of private residences.

(b) The strips marked as easements upon the aforesaid plats of YORK VILLAGE, said easements being for gas and water pipes and sewer drains, and for electric lighting, telephone, and television poles, lines and cables, and for other public utilities adapted to the use of private residences.

2. TRUSTEES:

York Village shall be regulated by three trustees. Should any Trustee decline to act, or become incompetent or unable from a sickness or other cause, to discharge the duties as Trustee, it shall then and there become the duty of the remaining Trustees to select a successor Trustee to fill such vacancy for the unexpired term.

(a) Trustee Term and Election:

The Trustees shall serve for a term of three years, or until their successors shall be duly elected and qualified. The terms of the trustees shall be staggered. The Trustees serving at the time this Indenture is adopted shall draw by lot for one, two and three year terms so that one Trustee term will expire each year. Upon the expiration of each one year term, one Trustee shall be elected by the property owners to take the place of the Trustee whose term expires. Trustees may be elected to serve more than one term. The meeting of the property owners for the election of a Trustee shall be called by the Trustees holding office, at least 30 days before the expiration of the term of office by written notice served either by personal service or by mailing a copy to the usual Post Office address of each record holder of property within YORK VILLAGE or if they should fail or refuse, then any five of the property holders may proceed to call a meeting, said meeting whether called by the Trustees or otherwise to be held at a convenient place in the County of St. Louis, Missouri, to be agreed upon by the parties calling said meeting, by notice in writing to each and every record owner, stating the time when, and the place where, said meeting is to be held and purpose for which said meeting is to be called, said notice to be served by personal service, or mailing a copy of same to the usual post office address of each of said parties not less than five days prior to the date upon which said meeting is to be held; and at said meeting such record owners as may attend, shall select a Chairman and proceed to elect, by ballot, said Trustees. The record owner or owners of property shall be entitled to one vote for each residence building owned by him, her or them, and the person receiving the largest number of votes or ballots so cast, shall be declared elected and upon acceptance of said position, given in writing upon the certificate of the chairman declaring the election and said certificate being duly acknowledged and filed for record in the office of the Recorder of Deeds for said County of St. Louis, the person so elected shall at once, and by virtue of this deed, succeed to and be vested with all the powers by this deed granted to the Trustees, and subject to all the duties and restrictions by this deed imposed upon their predecessors.

(b) Trustee Meetings:

The Trustees shall hold meetings for the purpose of performing their duties at such time and at such places within the County of St. Louis, Missouri and upon such notice as may be mutually agreed upon by said Trustees either generally or specially, and two Trustees shall constitute a quorum for such meeting and the vote of two Trustees at any such meeting shall for all the purposes be sufficient for the exercise of any duty imposed upon said Trustees by the terms of this agreement. The Trustees shall keep minutes of all Trustee and owner meetings.

(c) Trustees Duties and Powers:

The Trustees shall have the power to own property and to grant and accept easements over property under their control.

The Trustees shall make all necessary repairs, reconstructions and replacements that may be required to keep the roads, drives, lanes, parks, entrance gates, signage, walks, towers, fences, with the trees, plants shrubs therein or thereon, drain pipes, sewer pipes, and other easements and utilities in good order and condition, and shall protect and preserve same from encroachments, nuisances and injury.

The Trustees shall contract for private watchman services and for garbage, rubbish and yard refuse disposal services to supplement services not provided by the City of Brentwood.

It shall be the duty of the Trustees to see that as far as possible overhead wires shall pass in the rear of lots and shall cross roads, drives or lanes only where absolutely necessary, but where essential, the Trustees may authorize overhead wires along and across such roads, drives and lanes.

Said Trustees shall have authority to pay all expenses of repairing, maintaining, and reconstructing said roads, drives, lanes, parks, entrance gates, walks, towers signs and fences and providing watchman, garbage and refuse services, and of performing their duties set forth in this instrument, and to collect from the owners of residences in said YORK VILLAGE the cost thereof, as hereinafter set out.

The Trustees shall have the power to enforce the following rules and regulations for the use of the roads, drives, lanes, walks and easements:

(i) The speed limit on all streets, road and drives in York Village shall be 20 miles per hour.

(ii) Trucks, vans, recreational vehicles and commercial vehicles may use the road and drives of York Village only when actually providing a commercial services to the residents of York Village and may not be parked or stand upon the streets, drives or residence lots. No commercial vehicle may drive through the streets of York Village for the purpose of advertising or soliciting purchases of services or merchandise. This shall not apply to firewood vendors.

(iii) No trailer, boat, recreational vehicle, commercial vehicle, truck, camper or mobile home may be parked upon the streets, drives or yards of York Village except as set out in Rule (ii) above.

(iv) Traffic control barriers (known as "horses") shall be positioned by the Trustees in the streets at the edge of the pavement and the location shall not be changed except by the Trustees.

(v) Vehicles, including automobiles, may not be left or stored upon the streets overnight.

(vi) No vehicle may be parked or stored upon any yard or lawn.

(vii) Vehicles which are permitted to be parked in the driveways of the residences of York Village shall only be parked behind the front building line of the residence and in such a position as to minimize their visibility from the street. This parking requirement behind the building line shall apply to those residences where the driveway extends beyond the building line of the residence.

(viii) Automobiles may be parked upon the streets on a temporary, isolated, non-repetitive basis only and only when a complete fire line for emergency vehicles is left open. Vehicles may never be parked directly across the street from another parked vehicle.

(ix) Violations of these Rules shall be construed by the Trustees to be a nuisance and the Trustees are authorized to abate same. In the event of an alleged violation of any of these Rules, notice shall be mailed to the record owner or occupant of the property at or near which the alleged violation shall have occurred. The Trustees are also authorized to affix a sticker warning to the windshield of any vehicle violating these Rules, reminding the operator of the violation. The Trustees shall be entitled to enforce these Rules by having the subject vehicle towed to a reasonable place of storage within the City of Brentwood, all at the expenses of the owner of said vehicle or the Trustees may obtain from the St. Louis County Circuit court an injunction or other legal or equitable relief to enforce these Rules and to recover the costs of enforcement thereof as well as attorney's fees and Court costs.

The Trustees shall have the power to make and enforce such additional rules and regulations for the use of the road, drives, lanes and easements as they deem necessary.

(d) Trustee Liens for Lot Clean-Up:

Furthermore, at any time, when in the opinion of a majority of the Trustees, any lot or tract in YORK VILLAGE which is occupied or unoccupied, or with or without a building thereon, becomes in cumbered with weeds or underbrush, or the grass thereon shall require mowing or reseeding, or when there shall be allowed to accumulate on said lot tin cans, garbage or other type of filth, said Trustees or any of them, are hereby granted the right and power and it is made one of their duties, to enter with their agents or employees upon any one or more of said lots, and to cut all weeds, underbrush, grass, or remove same, together with any accumulation of tin cans, garbage, or filth, and should any of said lots or tracts or parts thereof require replanting with grass seed, they shall replant same, the said Trustees being hereby empowered to collect and receive from the respective record owner or owners of lots or tracts on which work shall have been done, such an amount in money, on demand, as shall have been paid upon his or their respective lot or tracts upon which said work was done, and should any one or more of the record owners of said lots or tracts upon which said work was done fail or refuse to pay such claim or claims within 30 days after written demand, each respective claim so unpaid although not a personal liability, shall become at once a lien upon the respective lot or lots upon which said unpaid claim or claims are made, which lien, together with a

similar amount for attorney's fees may be enforced and may be made a record lien in the same manner as hereinafter provided in the case of a lien for annual assessments.

(e) Trustee Agents and Counsel:

In order that said Trustees may be able to exercise all the rights, powers and privileges granted to them, and discharge and perform all the duties imposed upon them by this deed, said Trustees are empowered to employ such agents, servants and labor as they may deem necessary, and may employ counsel to advise them and to institute and prosecute such suits as they may deem advisable or necessary, and to defend any suit or suits brought against them or any one of the them in their capacity as Trustee.

(f) Reciprocal Easements:

The Trustees shall have the power to be granted and to grant or exchange road and other easements under such terms and conditions as they may see fit, provided that no assessment shall be levied upon any of the property in YORK VILLAGE for maintenance of road or other easements outside of the limits of YORK VILLAGE.

3. ANNUAL ASSESSMENTS:

In order to obtain the means necessary to pay the expenses that will be incurred through the performance of the duties set forth in this instrument, the Trustees shall, from year to year, ascertain and determine the total amount so required, which said total amount so ascertained and determined by said Trustees, which may also include a deficit from a preceding year, shall be apportioned among the respective record owner or owners of residence buildings erected on lots or tracts in said YORK VILLAGE, and each and every record owner shall be required, and shall pay such proportionate amount of said annual amount of money so required, it being understood and agreed, however, that the annual amount so to be paid shall not exceed Three Hundred Fifty Dollars (\$350.) per residence building. Immediately upon ascertaining the amount due by each record owner of the expenses so incurred, said Trustees shall notify each record owner of the amount due, the property upon which said assessment is made, and demanding that payment be made promptly within 30 days from the date of said notice. Said notice shall be in writing and may be served either in person upon said party or parties, or upon his, her or their representative, or by mailing a copy of said notice to him, her or their usual post office address. The amount of said assessment as given in said notice, and demand for the payment of same having therein been made, shall be and become, from the date of such notice or demand, although not a personal liability, a lien upon or against the property named in said notice or demand, as fully and completely as if secured by deed of trust, and if said amount be not paid within the aforesaid 30 day period, it shall bear interest at the rate of 9 per cent per annum, from the date of said notice or demand to date of payment and shall include any expenses incurred by the Trustees to collect the assessment.

a. Enforcement of Assessment Lien:

Said Trustees are authorized to institute suit in any court of competent jurisdiction against the record owner or owners of any residence building on any lot or lots or any part of any lot or lots, so in default, to compel payment of the amount in default, with interest, costs of court, lien recording fees and an additional amount for reasonable and customary attorney's fees and expenses for title search, publication of notices and prosecuting the suit, which shall constitute a similar lien against the property, in each and every case, and upon the order or decree of such court may at any time sell such residence building and lot or lots or part thereof in order that the amount so in default, with the court costs, interest and attorneys fees and expenses, may be paid and satisfied.

(b) Recording Notice of Liens:

The Trustees are further authorized to prepare a statement of the amount of the above assessment due from each record owner of residence buildings on lots or tracts in said YORK VILLAGE, together with a description of said lots or tracts, and upon the same being acknowledged by any one of the said Trustees, may be filed in the office of the Recorder of Deeds in St. Louis County as record evidence of such lien.

(c) No Waivers:

Neither the Trustees nor any of them nor any successors, nor their attorneys or agents, if any, shall have the power or right to waive any of the provisions herein made for the collection of interest at the rate of 9 percent per annum from the date of the notice of any assessment, annual or special, or any part thereof, if said assessment or part thereof be not paid within the period or periods hereinabove provided, without the consent in writing of the majority of the then record owners of residence buildings on lots or tracts in said YORK VILLAGE.

4. RECONSTRUCTION OF ROADS AND SEWERS:

If at any time said Trustees or a majority of them, decide that it is necessary to reconstruct any of the roads, drives, lanes, walks or the sewers or public utilities aforesaid, in said YORK VILLAGE, they shall call a meeting of all of the record owners of property in said YORK VILLAGE (said meeting to be called, organized and held, in all respects, in accordance with the regulations provided herein for the holding of a meeting for the election of trustees), and upon the assembling of said meeting, said Trustees shall state the purpose for which same was called, and submit the question as to the manner in which, and the material with which said construction shall be made, and said Trustees shall proceed to make said reconstruction in the manner and with the material as determined upon by a majority vote at said meeting. In the event that the record owners of a majority of the residence buildings on lots fail to attend such meeting, or that from any other cause the meeting fails to determine the manner in which the material with which said reconstruction shall be made, a second meeting (to be called, organized and held in like manner as the first) shall be called by said Trustees, same to be

held within 30 days subsequent to said first meeting and if from any cause said second meeting fails to determine the manner in which, or the material with which said reconstruction shall be made, then, and in that event, said Trustees are authorized and empowered, and shall proceed to make such reconstruction in the manner in which the work was originally done, and with like material. The cost of said reconstruction shall be paid, independently of the annual amounts aforesaid, by the record owners of residence buildings on lots or tracts in said YORK VILLAGE, and the amount so to be paid by each respective record owner shall be ascertained and assessed by said Trustees but not as a personal liability in like manner and proportion as provided herein for obtaining the annual amounts required to pay necessary expenses (but without the limit hereinabove provided for annual assessment) and notice of such assessments shall be served upon each respective record owner in form and manner as provided for in the case of annual assessments. The same provisions for lien, recording of lien, and enforcement of lien shall apply as to such amounts assessed as are herein provided in the case of annual assessments, including a reasonable and customary attorney's fee and expenses.

5. BUILDING RESTRICTIONS:

(a) Private Residences. No building shall be erected or used on a Building Site, as defined in 5 (b), other than for a single family private residence (except a garage and outbuilding to be used in connection with said residence). Nor shall any residence, or any portion thereof, be used or occupied for other than private residences, or by any other person or persons except when employed as servants for the residence, and not otherwise. No lot shall be used for an inn, hotel, flat, apartment house, boarding or lodging house even if permitted by the zoning law of the City of Brentwood.

(b) Single Building. There shall be but one residence building erected or maintained on each Building Site. "Building Site" shall mean the existing 143 building sites in York Village as developed and used on January 1, 2007 according to the property records in the office of the St. Louis County Recorder of Deeds and the assessment records in the office of the St. Louis County Department of Revenue. A Building Site will consist of the platted lot, lots or fractional portions of lots assembled and owned by a single owner or owners and containing a single residence building. Any and all garages and other outbuildings or improvements erected upon any Building Site in York Village must be of such appearance and location as is approved by the Trustees prior to erection.

(c) Cost of Improvements. No residence shall be built or erected on any Building Site in YORK VILLAGE to cost less than \$300,000 exclusive of outbuildings.

(d) Sewer and Utility Connections: It is distinctly understood and agreed that any lot owner before making any driveway across any of the sidewalks or connection with any sewer, pipes or conduits for connecting water, gas, steam, electricity or other

public utilities, the plans for making same shall be submitted to and approved by said Trustees or a majority of them.

(e) **Approval of Building and Fence Plans.** No building, structure or fence shall be erected, placed or altered on any lot until the construction plans, specifications for the proposed construction materials and a site plan showing the location of the proposed construction have been approved by the Trustees in writing on the plans.

The Trustees in exercising their judgment in the review of plans and elevations submitted for their approval shall consider whether the proposed construction and its location on the lot will be in general conformity with the style and design of surrounding structures and with the character and quality of YORK VILLAGE.

The Trustees shall advise the owners of adjoining residence buildings of the proposed plans and shall consult with them concerning such plans, but approval by such owners shall not be a requirement for Trustee approval.

The Trustees shall not approve the erection of any fence or wall in front of a residence building or that is greater than six (6) feet high.

(f) **Road Damage.** Residence owners shall be responsible for keeping the subdivision roads clean of mud or debris during construction and shall repair or reimburse the Trustees for the cost and any expense to repair any damage to the roads caused by construction on their property. The Trustees shall have the power to require residence owners to provide a bond or deposit for expense of cleaning or repairing the roads as a condition of plan approval.

(g) **Demolition.** No demolition of any building or improvements shall commence unless the Trustees have approved the demolition plan and the building owner has complied with any reasonable conditions, bonds or deposits required by the Trustees for the cleaning and repair of the roads or the demolition site as a condition for approval of the demolition.

6. RECORD OWNERS:

Whenever in this instrument the words “record owners” are used in connection with the calling of or vote at any meeting of owners for any purpose, the “record owner” of any residence building on a lot or lots shall be construed to be the owner shown on the records of the Department of Revenue, Division of Assessment of St. Louis County, Missouri unless the Trustees have been furnished certified copies of the record evidence of each subsequent change of ownership, or a certificate of title prepared by a reputable person, firm or corporation engaged in such business, provided; however, that the Trustees may in their discretion deal with the actual record owner instead of the “record

owner” as defined in this sentence. It is hereby declared to be the intention of these presents that each and all of the terms, conditions, restriction, covenants and easements shall attach to and run with each and every lot in YORK VILLAGE, with all title, interest and estates in same, as fully as if expressly contained in each and every deed or conveyance to any lot or lots or part thereof. And it is further provided and agreed that should owner or owners of any lot or lots or any part thereof infringe or attempt to infringe, or omit, or refuse to perform or comply with any of the terms, covenants, conditions, restrictions, or easements to be kept or performed by him, her, it or them, it shall be lawful and the power and authority and remedy is hereby granted said Trustees, or any owner or owners of any lot or lots or any part thereof, to prosecute any proceeding at law or equity including injunction mandatory or otherwise against any person or persons, infringing or attempting to infringe or omitting or refusing to perform or comply with any of said covenants or conditions either to prevent him, her, it or them from doing so or collect damages for such infringement or refusal.

7. UNRESTRICTED LOT:

Lot 28 of the Amended Plat of York Hills, Plat Book 57 Page 44 which fronts entirely upon McKnight Road and does not adjoin any private road, drive, or lane, is unrestricted. None of the restrictions referred to in this instrument shall apply to said unrestricted lot and said lot shall not be considered as part of YORK VILLAGE with reference to the provision of this instrument for the election of Trustees or for assessment for any purpose mentioned herein.

8. INDEPENDENT COVENANTS:

The covenants, conditions, restrictions and easements as contained in this deed shall and are to be construed as independent, and should any one of them be declared void, or, for any reason unenforceable, the validity and binding effect of the remainder shall not be impaired or affected thereby.

9. AMENDMENT:

If at any time owners of residence buildings in YORK VILLAGE shall agree that further restrictions and limitations are desirable to maintain said YORK VILLAGE, as, and for a first class residence district, these restrictions and indenture may be amended from time to time provided a written document setting forth the changes of amendments is duly executed and acknowledged by the owners of at least two-thirds (2/3) of the residence buildings on the lots in YORK VILLAGE and recorded in the office of the Recorder of Deeds for County of St. Louis, said additional limitations and restrictions shall be and become in full force and effect the same as if they were recited in this deed.

10. TERMINATION:

These restrictions and indenture are to run with the land and shall be binding for a term of twenty five (25) years from the date this document was approved by Decree of the St. Louis County Circuit Court in cause number 658312 which is February 22, 2019 after which the restrictions and indenture shall be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by the then owners of two-thirds (2/3) of the residence buildings on the lots in YORK VILLAGE is recorded in the office of the Record of Deeds for the County of St. Louis terminating these restrictions and indenture at least six (6) months prior to the expiration of any twenty-five (25) year term.

IN WITNESS THEREOF, the undersigned owners of residence buildings on the lots in YORK VILLAGE have executed and acknowledged this Amendment and Restated Restrictions and Trust Indenture to be effective on the date recorded in the office of the Recorder of Deeds for St. Louis County, Missouri.

(Approving Signatures of 2/3 of Residence Owners Omitted)