

~ Christopher Estates Subdivision Homeowner's Association ~
COMBINED INDENTURES – (CC&Rs)

The Amended and Restated Declaration of Covenants, Conditions and Restrictions (Indentures) for Christopher Estates Subdivision (Recorded November 26, 2008) and The First Amendment Thereto, dated January 25, 2010 (Recorded January 29, 2010) are hereby combined as follows:

This combined copy is for Homeowner's Association Officers and all lot owners' use.

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHRISTOPHER ESTATES SUBDIVISION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Christopher Estates Subdivision is made and declared as of the 26 day of November, 2008 by the following **GRANTORS**: Dewayne Wiggins, James Stika and Larry Hornsby in their capacity as Trustees of the Christopher Estates Subdivision Association, whose mailing address is Christopher Estates Improvement Association, PO Box 510769, Saint Louis, MO 63129.

AND

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHRISTOPHER ESTATES SUBDIVISION**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Christopher Estates Subdivision is made and declared as of the 25th day of January, 2010 by the following GRANTORS: Gary J. Ballowe, Larry E. Hornsby and John A. Smith in their capacity as Trustees of the Christopher Estates Subdivision Homeowner's Association, whose mailing address is Christopher Estates Homeowner's Association, PO Box 510769, Saint Louis, MO 63151. (Recorded January 29, 2010, Book 18772 Page 94 – 104)

This instrument affects the real property legally described as:

Lots numbered, beginning with Lot 1 consecutively numbered through Lot No. 234 of CHRISTOPHER ESTATES SUBDIVISION together with all streets therein known as Copper Falls Court, Black Water Drive, Cripple Creek Drive, Schnell Drive, Grove Springs Court, River Hollow Court, Hemford Falls Court, Storm Lake Drive, Hornbrook Court, Dry Mill Court, Rougemount Branch Drive, Coffee Spring Drive and River Bow Court, together with all easements and rights of way thereon.

The **GRANTEES** under this instrument are the current and future record owners of the above-described lots in the Christopher Estates Subdivision.

WITNESSETH

WHEREAS, the undersigned constitute the duly elected Trustees of Christopher Estates Subdivision, a lawful subdivision established by plats recorded as Christopher Estates Subdivision Plat One in Plat Book 187 Pages 4 and 5 and Christopher Estates Subdivision Plat Two in Plat Book 198 Pages 26 and 27 and Christopher Estates Subdivision Plat Three in Plat Book 245 Page 46 and Christopher Estates Subdivision Plat Four in Plat Book 245 Page 47 in the Office of the Recorder of Deeds of St. Louis County, Missouri; and

WHEREAS, the lots in Christopher Estates Subdivision as established by said plats were made subject to a Indenture of Restrictions dated October 31, 1978 recorded in Book 7118 Pages 2346 - 2364 in the office of the Recorder of Deeds of St. Louis County, Missouri (the "Indenture of Restrictions"); and

WHEREAS, said Indenture of Restrictions was amended and restated by instruments recorded on the 26 day of November, 2008 in Book 18127, Page 3258 consisting of 22 pages in the Office of the Recorder of Deeds of Saint Louis County, Missouri; and

WHEREAS, the owners of the lots in the Christopher Estates Subdivision desire to amend the Amended and Restated Indenture of Restrictions as set forth herein; and

WHEREAS, in accordance with the notice requirements contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Christopher Estates Subdivision, a written ballot vote of the lot owners was conducted and the results of such vote authorized and empowered the undersigned Trustees to execute and record this instrument for the purpose of binding all present and future owners of lots within the Christopher Estates Subdivision, to wit:

Lots numbered, beginning with Lot 1 consecutively numbered through Lot No. 234 of CHRISTOPHER ESTATES SUBDIVISION together with all streets therein known as Copper Falls Court, Black Water Drive, Cripple Creek Drive, Schnell Drive, Grove Springs Court, River Hollow Court, Hemford Falls Court, Storm Lake Drive, Hornbrook Court, Dry Mill Court, Rougemount Branch Drive, Coffee Spring Drive and River Bow Court, together with all easements and rights of way thereon.

NOW THEREFORE; pursuant to the authority granted under the Indenture of Restrictions and the recorded amendments thereto, the undersigned Trustees declare as follows:

CHANGES are shown as: **DELETED ITEMS** - With a double line through the words, example: ~~a double line through the words.~~ **NEW or REVISED ITEMS** - **Typed in BOLD, underlined, Italics.**

NOTE: Change the word "proxy" **to** "**absentee ballot**" **in all instances.**

1. DEFINITIONS

The following words when used in this Indenture (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Christopher Estates Homeowners' Association, an unincorporated association consisting of all Lot Owners, sometimes referred to herein as "Members", and its successors and assigns, including any nonprofit corporation which may be subsequently formed to act in behalf of the Association.

(b) "Board" shall mean the Board of Trustees of the Association.

(c) "Common Properties" shall mean and refer to those areas of land owned by the Association, and/or the easement, license or other occupancy or use rights which the Association may have in any portion of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of the Owners of the Properties, including, without limitation, any parks, open spaces, playgrounds, tennis courts, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, and other trail systems, and other facilities as may subsequently be owned used or constructed for the benefit in common of such Owners.

(d) "Lots" shall mean and refer to any one or more of the Lots 1 through 234 of the Subdivision (with the exception of the Common Properties as herein defined).

(e) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(f) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Properties" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(h) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

(i) "Subdivision" shall mean the Christopher Estates Subdivision as established by plats filed at Plat Book 187 Pages 4 and 5 and Plat Book 198 Pages 26 and 27 and Plat Book 245 Page 46 and Plat Book 245 Page 47 of the St. Louis County Records which includes without limitation, all Lots, Common Properties, Easements and Dedications.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Properties subject to this Indenture shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Trustees to take such steps as are reasonably necessary to protect the Common Properties; and

(ii) The right of the Trustees to adopt rules and regulations governing the use of Common Properties; and

(iii) The right of the Trustees to suspend the voting rights and right to use of the recreational facilities by any members or residents for any period during which any assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations; and

(iv) The right of the Trustees to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the Community; provided that, subject to the foregoing exception, no conveyance or transfer of all or any of the Common Properties shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of members at a meeting of the members or consented to in writing and signed by at least two-thirds (2/3) of the members pursuant to Section 6 hereof; and

(v) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang any Common Properties, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties; and

(vi) The right of the Trustees to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Properties; and

(vii) The right of the Trustees to acquire additional Common Properties for the Association.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Subdivision and their invited guests. Owners must accompany their invited guests and shall be responsible for their activities, including any damages to persons or property.

(c) Every sewer and utility easement on each Lot shall constitute an easement for sewer and utility purposes to serve any other Lot or Common Properties.

(d) In the event that any sewer or other utilities or connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such sewer and utilities or connections, the sewer or utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the sewer or utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(f) Should any portion of any Single Family Dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such Single Family Dwelling or other improvement, planting or tree shall have a license to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Single Family Dwelling or other improvement or to trim such overhanging or encroaching planting or tree, provided, however, no such encroachment or overhang shall ever constitute an adverse use against the adjoining Owner(s).

3. ASSOCIATION AND VOTING

(a) Every Owner of a Lot which is subject to assessment shall be a member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(c) In the event the Association is subsequently incorporated, the record owners of each lot shall have one vote as a Shareholder of such corporation.

4. DURATION

The covenants and restrictions established by this Indenture shall run with the land and continue and be binding upon the Trustees and all Lots and Lot Owners and upon their successors and assigns for the longer of the following: (i) for the duration of the Subdivision, or (ii) for a period of fifteen (15) years from the date this Indenture is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Indenture, by the approving vote of a majority of the Lot Owners entitled to vote at a meeting of the Lot Owners, or the consent given in writing by at least a majority of the Lot Owners may terminate the Indenture or release all of the Properties restricted thereby at the end of said fifteen (15) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of St. Louis County, Missouri, at least one (1) year prior to the expiration of said fifteen (15) year period or of any fifteen (15) year period thereafter.

In the event the subdivision is vacated, this Indenture shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Trustees shall be abrogated. Any interest in real property which may vest at any time in the future as a result of this Indenture shall vest, if at all, within 21 years of the date hereof.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Each Owner of a lot with a dwelling thereon, itself and any heirs, successors or assigns of such Lot Owner whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, and (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Section 5(e) below.

(b) Any and all annual and special assessments, and charges as provided in this Section 5 together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Indenture constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien. ~~whether by foreclosure or otherwise.~~ Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

(c) The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties ~~or for maintaining the market value of the Properties~~ and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, ~~debt service~~ and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d) (i) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such special assessment shall have the consent given in writing and signed by either the approving vote of the Lot Owners at a meeting duly called for such purpose, written notice of which shall have been sent to all members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting and held in the manner provided with reference to the election of Trustees by a two-thirds (2/3) majority vote of those present in person or ~~by proxy~~, by absentee ballot or ~~on written consent of the Owners of a majority of the Lots,~~ pursuant to Section 6 hereof.

(ii) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(e) In addition, the Trustees may levy a special assessment or charge against any Owner and/or Lot for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs for purposes of making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants. Nothing herein shall be deemed to

impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

(i) Annual assessments for ~~the 2009~~ each calendar year shall not exceed Two Hundred Dollars (\$200.00). ~~“Base Assessment”~~. Assessments will be due and payable by January 31st of each calendar year. As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Trustees, the Trustees may establish uniform assessments, including reasonable replacement and other reserves – the Trustees, in their sole discretion, may adjust the assessment each year. ~~by changes in inflation rate using the consumer price index (“CPI-U”). To calculate the inflation adjusted assessment limit, the Base Assessment (\$200.00) shall be multiplied by a fraction, the denominator of which shall be the CPI U for January 1, 2010, and the numerator of which shall be the CPI U for January of each subsequent year (the “Adjusted Assessment”). The formula for this computation is as follows:~~

~~Adjusted Assessment =~~

$$\frac{\text{CPI U for January of years after 2010}}{\text{Base Assessment X CPI U for January 2010}} \times \text{Base Assessment}$$

~~CPI U as used above, refers to the United States Department of Labor’s Bureau of Labor Statistics, Consumer Price Index, all urban Consumer, all Items, U.S. City Average (1967 = 100), or the successor of that index. The Adjusted Assessment shall always be computed using the Base Assessment in these Amended Indentures.~~

The Trustees shall set the due date for payment of the assessment, and may provide for a periodic payment schedule if deemed desirable by the Trustees. If at any time during an assessment year, the Trustees determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the estimated expenses of which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties, then the Trustees may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The initial assessment plus any supplemental assessment cannot exceed the total permitted under Section 5(f)(i). If more funding is required, then a special assessment may be levied under the provisions of Section 5(d)(i). Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Trustees in such notice. The Trustees may accumulate any funds not spent as reserves for future expenses.

(ii) Subject to requisite member approval as set forth herein, special assessments shall be made by the Trustees upon sixty (60) days notice, and, at the discretion of the Trustees, may be payable in a lump sum, in periodic installments or due and payable within sixty (60) days from the date of such notice.

(iii) Any charge or assessment imposed by the Association, with the exception of an assessment under Section 5(e) hereof, shall be divided among Owners on the basis of an equal amount per Lot with a dwelling thereon.

(iv) Notice of any assessment shall be given by the Trustees, either by first-class mail, postage prepaid, addressed to the address shown on the real estate assessment records (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

(v) The failure or delay of the Trustees to prepare or serve any budget or any annual or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at nine percent (9%) per annum, and the Trustees may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5(b) hereinabove with respect to enforcement of payment of same. The Board of Trustees is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

(i) All Common Properties.

(ii) All properties exempted from taxation under the laws of the State of Missouri, other than parsonages or tax-exempt property used as a residence which shall be subject to all such assessments, charges and liens.

(iii) All Lots without a dwelling constructed thereon.

(i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(j) The liability for an assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or facilities, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Trustees, the Association or another Owner.

(k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the assessments provided for herein.

(l) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.

(m) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(n) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

6. SELECTION OF TRUSTEES; MEETINGS OF OWNERS

(a) The Board of Trustees of the Association shall consist of three (3) members. The current Trustees are DEWAYNE WIGGINS, whose term expires January 15, 2009, JAMES STIKA, whose term expires January 15, 2009, and LARRY HORNSBY, whose term expires January 15, 2010.

(b) The following officers will each be elected by the majority of the lot owners present or by ~~proxy~~ **absentee ballot** at a meeting called in accordance with the Indentures: President, Vice President, Treasurer and Secretary. Each developed and sold lot shall be entitled to one vote and may be cast in person or by ~~proxy~~ **absentee ballot** upon condition that the ~~proxy~~ **absentee ballot** has been duly executed and signed by the record owners and properly filed with the officers of the Association prior to the balloting taking place. Any lot owner of record delinquent in payment of subdivision assessments shall not be entitled to vote. Terms of Officers: The terms of the officers will be for two (2) years. The election of the officers will alternate. The President and Secretary will be elected in the same year and the Vice President and Treasurer will be elected the following year. Such elections will take place at the annual meeting of the lot owners in the first quarter of the calendar year. Upon the event that one or more of the officers shall die, resign or shall become incapable of acting as an officer, a successor shall be elected at the next scheduled annual meeting of the lot owners or at any meeting of the lot owners called by the officers of the Association. The successor shall serve for the remainder of the unexpired term. Liability of Officers: The officers 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.

(c) Functions and Responsibilities of Officers: The responsibilities of the elected officers are as follows: President – Responsible for calling and acting as chairperson at all meetings of the lot owners and meetings of the officers of the Association. Vice President – Shall perform the duties of President in the absence of the President. Secretary – Responsible for keeping formal typed minutes of all meetings of the lot owners. Such minutes shall be kept in a permanent file. Treasurer – Responsible for collecting subdivision assessments and paying subdivision bills in accordance with the provisions in the Indentures. The Treasurer will also be responsible for filing all appropriate tax returns for the subdivision and submitting at the annual meeting of the lot owners, a financial reporting of the current year and a budget for the following year. In the event any of the above officers, also acting in the capacity of Trustee, is incapable of acting as Trustee, the Treasurer shall assume the duties and powers of Trustee as defined in the Indentures on an interim basis until a successor trustee is elected by the lot owners.

(d) ~~There shall be an annual meeting of the Association to be held no later than December 31st of each year~~ **There shall be two annual meetings of the Association. The first to be held in the first quarter of the year no later than March 31st for the purpose of officer elections and general business. The second to be held during the fourth quarter of the year no later than November 30th for the purpose of nominations for office and general business** during the term of this Indenture, said meeting to be held at a convenient place within the County of St. Louis, Missouri, and there may be special meetings of the Association as may be called by a majority of the Trustees, also to be held where annual meetings may be convened. No less than ~~ten (10)~~ **fifteen (15)** days' notice in writing to each member of the time and place of any annual or special meeting shall be given by the Trustees or by the Trustee calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Trustee whose term has expired shall be elected at the special meeting called for that purpose. At any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by ~~proxy~~ **absentee ballot**. Any designation of ~~a proxy~~ **an absentee ballot** shall be on a form approved by the Trustees and shall be filed with the Trustees at least forty-eight (48) hours before

any meeting at which such ~~proxy~~ **absentee ballot** will vote. Any member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Trustees, all of the estate, rights, interests, privileges and powers granted by this Indenture to the Trustees. ~~In the event that any Trustee elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Trustees under this Indenture, then and thereupon, it shall be the duty of the remaining Trustees to select a successor.~~

(e) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or trustee as the board of trustees of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Board of Trustees.

(f) All Trustees shall be Lot Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Trustee.

(g) No business may be approved at any meeting (special or general), except for specifically provided otherwise in this Amended and Restated Declaration, at which there is not either a two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of a majority of the Lot Owners entitled to vote.

(h) A quorum is present at a meeting of the Trustees if a majority of the Trustees are in attendance. All actions of the Trustees shall be by majority vote. The Trustees may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(i) Notwithstanding anything contained herein to the contrary, any action on the part of the Trustees or action taken pursuant to this Indenture which requires the approval of the Members may only be taken without a meeting of the Members, if the action is approved by Members holding at least two-thirds (2/3) of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least two-thirds (2/3) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

7. ARCHITECTURAL CONTROL

(a) No building, structure, fence, wall, detached building, swimming pool, tennis court, antenna tower, flagpole, satellite dish, driveway exceeding 18 feet wide or other improvement of any sort shall be commenced, or erected ~~or maintained~~ upon any Lot, nor shall any exterior addition ~~or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made,~~ nor shall or any change in grade or slope of any Lot be made, until all plans, ~~and specifications~~ and ~~showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, location of entrances and driveways, and~~ configuration of all improvements upon said Lot shall have been submitted to and approved by the Trustees in writing. When any such plans and specifications have been approved they must be strictly followed and adhered to. No structure shall be erected on any Lot nearer to any roadway right-of-way line than is permitted by local governmental ordinances, codes and regulations then in effect. All decisions rendered by the Trustees shall be deemed final. With respect to architectural approvals, the Trustees, at their option, may appoint an architectural approval committee comprised of not less than three nor more than five Owners to review all proposed construction and submit recommendations of approval or disapproval of same to the Trustees. All requests for approval submitted to the Board of Trustees shall be deemed automatically approved if no written response is given within thirty (30) days of making the required submissions. A majority of the Trustees or a majority of any Architectural Committee appointed by the Trustees shall be sufficient to grant or deny such approval. A majority of the trustees, at their discretion, may require any improvements that have been made without gaining pre-approval for failure to submit plans, that the improvements or changes be removed and the Lot restored to the state it was in prior to the changes or improvements. This does not apply to any improvements made prior to the adoption of this indenture.

(b) No Lot Owner may change the appearance of the improvements within or upon the Common Properties.

(c) The Trustees or its designated Architectural Committee shall undertake such review using as its standard the existing architectural styles, colors, designs, size, cost, quality and construction materials currently within the Subdivision for the purpose of preserving the aesthetic and architectural consistency of the improvements lying within the Subdivision.

~~(d) All additions, alterations and improvements to the Lots and Common Properties shall not, except pursuant to prior approval of the Board of Trustees, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.~~

(e) The Trustees or their designated Architectural Committee shall not approve the construction or erection of any transmission antennae of any kind.

(f) Digital receiving antennas, satellite dishes or MMDS (wireless antenna) (collectively referred to as "Satellite Dishes") may be installed on a Lot in accordance with The Telecommunications Act of 1996 and the Regulations promulgated thereunder from time to time by the Federal Communications Commission (FCC). This includes rights allocated to the Association as follows:

1. the Satellite Dish cannot exceed one (1) meter in diameter;
2. only one Satellite Dish is permitted per Lot without Trustee approval;
3. the Satellite Dish shall be installed in accordance with the laws, ordinances and regulations of local governmental authorities;

4. if suitable signal is available and where practical, the Satellite Dish shall be installed in an area where it will not be visible from the street;
5. the Satellite Dish shall be for the personal use of the Lot Owner.

8. TRUSTEES' DUTIES AND POWERS

The Trustees shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties and to transfer or sell or exercise control over the Common Properties in accordance with the provisions provided for herein continuously maintain, improve and operate same with landscaping, shrubbery, decorations, ~~buildings, facilities~~ and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, ~~recreation, entertainment, education~~ and for the general use of the Owners of the Properties, to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To maintain, repair and replace any improvements on lots which have been neglected (as reasonably determined by the Trustees). In such case the Trustees shall first provide written notice of the corrective action required and shall permit the lot Owner a period of not less than thirty (30) days within which to complete such corrective action. In the case of action requiring more than thirty (30) days to correct, the lot Owner shall commence such corrective action within the thirty (30) day period and shall be required to diligently complete such action within a reasonable time (as determined by the Trustees). If the lot Owner shall fail to correct the condition as provided herein, the Trustees may charge the Owner thereof with the reasonable expense incurred to correct the condition and such amounts shall constitute a lien against the lot owned by such Owner and improvements thereon pursuant to Section 5.

(c) To exercise such control over the easements, drives, trail systems, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and ensure their proper use 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, drives, trail systems, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways to operate and maintain a system of street lights and pay electric utility payments on the system and to operate and maintain any storm water control easement and facilities, including lakes and other retention areas, serving any portion of the Properties, which have not been accepted for maintenance by any lot owner, appropriate public body, agency or utility company.

(d) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Trustees shall deem appropriate.

(e) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

(f) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Trustees, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(g) To contract for the furnishing of electricity for street lights in Christopher Estates Subdivision, and for any maintenance, including replacement, necessary to maintain said street lights and to assess the lot owners for the costs thereof as part of their general assessment.

(h) To contract for, on behalf of all lot owners, trash, garbage and rubbish collection. ~~and to assess the lot owners for the cost thereof as part of their general assessment.~~

(i) 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, accountants and other professionals and employees as they deem necessary or advisable, employ counsel to advise the Trustees or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

(A) The Trustees shall ensure that an internal annual audit is performed and a written report shall be retained indefinitely.

(j) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

(k) With regard to all property, real, personal or mixed, owned or held by them as Trustees in accordance with Section 2(a)(v), the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Trustees' powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

~~(iii) Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto and to grant a lease or leasehold security interest in the income and rents of Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto was repaid.~~

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with, in all respects, limited only as provided in this Indenture or by law.

(l) In the event it shall become necessary for any public agency to acquire all or any part of the Common Properties for any public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency subject to the provisions of Section 2(a)(v). Should acquisitions

by eminent domain become necessary, only the Trustees need be made parties, any monies, damage payments or condemnation award shall be held by the Trustees for the benefit of the Owners of the Lots subject hereto.

(m) The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank protected by the Federal Deposit Insurance Corporation.

(n) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Trustees by the terms of this Indenture may be executed and exercised by a majority of the Trustees, unless otherwise provided herein. The Trustees shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Trustees harmless from all such acts to the extent permitted by law.

(o) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County, Missouri, as applicable, and any other governmental entity of which the Properties may become a part. Specifically, and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

(p) At the discretion of the Trustees, they may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any facilities and/or any related concessions, for the benefit of the Owners and residents of the Properties.

(q) The Trustees, upon proper approval from appropriate governmental authorities, shall have the power to erect ornamental entrance monuments to the Properties, such monuments to be located on the street corners and/or median within the street right-of-way and adjacent easements as may be shown on any recorded subdivision plat of the Properties. The Trustees shall have the duty to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping located on the aforementioned corners, median and/or easements. If required to do so in writing by St. Louis County, or other appropriate governmental entities, the Trustees shall within thirty (30) days of receipt of the aforementioned request, remove the entry monuments from the aforementioned street corners and/or median.

9. USE RESTRICTIONS

(a) The following restrictions shall apply to all portions of the Properties for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(i) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Trustees. No residence, other than one Single Family Dwelling, may be constructed on each Lot.

(ii) No commercial activity of any kind shall be conducted on any Lot unless

it has been approved by the Trustees and does not violate the zoning ordinances of the County of St. Louis.

(iii) No noxious or offensive activity shall be carried on upon any Lot or upon any portion of the Common Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to any Lot Owner.

(iv) Each Owner shall maintain and keep his Lot and the improvements thereon in good order and repair. This obligation shall include maintenance of areas within any easement on such lot and to keep such lot free from the accumulation of weeds, debris and other waste. Lot Owners who may own all or any part of a lake area within the Subdivision shall be responsible for maintaining the lake areas on their property and for keeping the lake free from the accumulation of weeds, debris, waste, algae or similar aquatic growth and infestations of mosquitoes and similar insects.

(v) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Properties. Provided however, a Lot Owner may keep or maintain up to four (4) household pets, including by way of illustration dogs, birds or cats. Regardless of the number, no pets of any type with vicious propensities are permitted to be kept or maintained on any Lot. No animals or pets may be kept in violation of local governmental zoning laws, ordinances and regulations. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

(vi) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot or on any Common Properties, cul-de-sacs, right of ways or similar locations which constitute part of the Subdivision. Provided, however, nothing herein shall prohibit (A) a single "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot; or (B) a reasonable number of signs to promote a candidate for elected office which period shall be no greater than thirty (30) days prior to nor more than ten (10) days following such public election; and (C) a single sign identifying the goods or services of a contractor during the period such contractor is performing work upon a lot within the Subdivision. All signs permitted within this Section shall comply with the ordinances of the County of St. Louis.

(vii) No structure of a temporary character, including but not limited to any trailer, tent, shack, garage, barn, basement or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No outbuildings, detached garages, sheds, barns or shacks are permitted; except, one (1) commercially manufactured outbuilding less than 170 square feet with less than 9'6" base to apex height to be used for personal storage may be erected after Trustees approve the plans, specifications, and location. Children's playhouses, doghouses, greenhouses or gazebos or similar structures, whether of temporary character or not, other than the residences constructed on Lots, may be permitted by approval of a majority of the Trustees.

(viii) No swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Properties without the prior written approval of the Trustees.

(ix) (A) No fences, pens or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Trustees as to location, material and dimensions, and the decision of the Trustees to approve or reject a fence shall be conclusive. Nothing

herein contained shall (i) prevent placement of fences by the Association on the Common Ground or (ii) impair the right of a Lot Owner to meet the fencing requirements of local governmental authorities surrounding a swimming pool. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences.

(B) The Trustees' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless applicant can demonstrate to the satisfaction of the Trustees that strict adherence to such standards and requirements would (a) create an undue hardship on applicant; and (b) approval would be in the best interests of the subdivision.

(1) No fence shall be erected beyond the front of the physical building, other than a decorative fence not to exceed thirty-six inches (36") in height. Under no condition shall any fence on any lot exceed the height of six feet (6'). With respect to corner lots, the fence shall not extend beyond the front or side of a building. Lots may have exceptions at the sole discretion of the Trustees.

(2) The type of any fence or wall must be approved by the Trustees and must be constructed of masonry, brick, wrought iron, painted aluminum, vinyl, wood or other material approved by the Trustees and must comply with all applicable governmental requirements and ordinances and all provisions of this Declaration. No cyclone or chain-link type fences shall be approved; **however, repairs to or replacement of such previously installed galvanized steel fencing may not exceed 25% of total linear fence coverage and must be pre-approved by the Trustees.** Any existing non-conforming fences are hereby "grandfathered" but if they are removed, destroyed or require replacement, the new fence shall comply with the current fence restrictions.

(3) Swimming pool and patio privacy fencing will be handled on a case-by-case basis. Request must be made in writing as stated above.

(4) All posts shall be anchored in a base of concrete or compacted gravel at least one (1) foot six (6) inches into the soil.

(x) No Lot shall have an exterior solar collector system, wind generator system, or any similar type system or appliance without Trustee approval pursuant to Section 8 hereof.

(xi) No exterior ~~television, radio aerial, antenna, receiving dish or satellite dish or any other device~~ for the reception or transmission of radio, data, television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling or the Common Properties except with the prior written approval of the Trustees as provided more specifically in Section 7 (f).

(xii) No personal property, including, without limitation, boats, personal water crafts, trailers, ~~trucks with a gross vehicle weight in excess of one (1) ton,~~ **trucks with a GVWR in excess or licensed in excess of 11,000 lbs. GVWR (Gross Vehicle Weight Rating) = base curb weight + cargo weight + passenger weight - (refer to the label on the left front vehicle door),** campers and recreational vehicles, or any unlicensed motor vehicles shall be placed or stored permanently or temporarily in the open or in an unenclosed carport on any Lot or upon any Common Properties, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot. No car

repair or maintenance of any vehicle shall be performed on any public or private street within the Subdivision or upon any Common Properties or private driveways. ~~For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 A.M. and 8:00 A.M.~~ Notwithstanding the foregoing, it shall not be permissible to park a recreational vehicle on the lot owner's property for more than seven (7) days in ~~any~~ a thirty (30) day period, including, without limitation, boats, personal water crafts, trailers, trucks with a GVWR in excess or licensed in excess of 11,000 lbs. ~~gross vehicle weight in excess of one (1) ton,~~ campers and recreational vehicles, or any unlicensed motor vehicles.

(xiii) Trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type cannot be stored in the front of the house or garage of any lot. ~~After sundown~~ The evening prior to the day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot ~~prior to sundown of the~~ on pick-up day.

(xiv) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property; excepting only routine maintenance (i.e., changing oil, spark plugs, and air filters) which can be accomplished in less than one (1) day. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers or any unlicensed motor vehicle may be stored or suffered to remain upon any of the Common Properties or the Lots other than in an enclosed garage.

(xv) No activity shall be conducted or permitted on the Common Properties which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Common Properties under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine.

(xvi) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property. Provided however, nothing herein shall prohibit portable gas barbeque grills or similar devices.

(xvii) No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of the County of St. Louis, Missouri.

(xviii) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic, and no signs of any kind shall be erected or placed by a Lot Owner in the Common Properties or any cul-de-sac.

(xix) The Board may require a reasonable deposit in connection with the proposed erection of any building or structure in the Property approved in accordance with this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

(xx) All driveways serving Single Family Dwellings shall be concrete. The Owners must keep such driveways in good repair as determined by the Trustees. The Trustees may require a driveway to be repaired or replaced (at the lot owner's expense) if the Trustees determine that the driveway is not being maintained in good condition.

(xxi) No commercial dumpster or waste receptacle shall be permitted for more than thirty (30) days without approval from the Trustees.

10. GENERAL PROVISIONS

(a) The Trustees, or the Owner of any Lot subject to this Indenture, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Trustees or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Trustees against an Owner or if the Trustees retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Trustee rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Trustees' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Trustees have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate provided in Section 5(g) hereof and the Trustees may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Indenture.

(b) This Indenture and any part thereof may be altered or amended, by a written agreement approved by two-thirds (2/3) of the votes of the Owners either in person or by consent given in writing and signed by at least two-thirds (2/3) of the Owners pursuant to Section 6 hereof; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for St. Louis County, Missouri, shall become a part of the provisions and restrictions of this Indenture. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Trustees unless some person is substituted for the Trustees with the responsibility and duties of such Trustees.

(c) Any notice required to be sent to any member or Owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Louis County or any appropriate municipality for each Owner.

(d) Invalidity of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(e) In the event it shall become necessary for any public agency to acquire all or any part of the Common Properties for any public purpose, the Trustees, during the period of this Indenture as well as the times 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 acquisition 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 the benefit of those entitled to the use of the common property, roads or easements.

IN WITNESS WHEREOF, the undersigned have executed this Indenture the day and year first above written and attest that in accordance with the provisions of the Indenture of Restrictions of the Christopher Estates Subdivision, the Owners ratified and approved the provisions set forth herein by a vote of 153 in favor and a vote of 53 against and by said affirmative vote the undersigned were directed to file this instrument with the Recorder of Deeds for the County of St. Louis, Missouri so that the provisions herein shall become effective from the date of its recording.

**GRANTOR(s):
TRUSTEES OF CHRISTOPHER ESTATES SUBDIVISION:**

By: Signed and Notarized: November 26, 2008
DEWAYNE WIGGINS, Trustee

By: Signed and Notarized: November 26, 2008
JAMES STIKA, Trustee

By: Signed and Notarized: November 26, 2008
LARRY HORNSBY, Trustee

NOTARY ACKNOWLEDGEMENTS ARE RECORDED

(Recorded in Book 18127 Page 3258 – 3279 on November 26, 2008)

This November 26, 2008 instrument prepared by:

JAMES M. HEFFNER, ESQ.
DANNA McKITRICK, P.C.
Attorneys at Law
150 N. MERAMEC, FOURTH FL.
CLAYTON, MO. 63105

Continued on next page.

IN WITNESS WHEREOF, the undersigned have executed this Indenture the day and year first above written and attest that in accordance with the provisions of the Indenture of Restrictions of the Christopher Estates Subdivision, the Owners ratified and approved the provisions set forth herein by a

vote of 161 (70%) in favor and a vote of 4 against (with 65 abstained, 2 Notice of Assessment Lien disqualifications, and 2 permanent non-voting owners of 2 vacant lots) and by said affirmative vote the undersigned were directed to file this instrument with the Recorder of Deeds for the County of St. Louis, Missouri so that the provisions herein shall become effective from the date of its recording.

GRANTOR(s):
TRUSTEES OF CHRISTOPHER ESTATES SUBDIVISION:

By: Signed and Notarized: January 25, 2010
GARY J. BALLOWE, Trustee

By: Signed and Notarized: January 25, 2010
LARRY E. HORNSBY, Trustee

By: Signed and Notarized: January 25, 2010
JOHN A. SMITH, Trustee

NOTARY ACKNOWLEDGEMENTS ARE RECORDED

(Recorded in Book 18772 Page 94 – 104 on January 29, 2010)

This January 25, 2010 First Amendment instrument prepared by:

LARRY E. HORNSBY
Trustee, Vice President

Christopher Estates Subdivision
Homeowner's Association

Christopher Estates Homeowner's Association
P.O. Box 510769 St. Louis, MO 63151

NOTE: Copies of the two recorded documents were combined by Larry Hornsby to provide a "quick reference" single document for the Association Officers and Homeowners' use. All information is exactly as it is in, and unchanged from, the original recorded documents. Combined February 03, 2010.

To the Christopher Estates Homeowners. Attached are **CEHOA Standards: Ownership and Housing of Chickens and Bees.**

A new Missouri law became effective on August 28, 2024. This law prevents homeowner associations, like Christopher Estates Home Owners Association (CEHOA), from denying its homeowners the ownership of chickens.

According to the new law, the HOA must allow ownership of up to six chickens on a lot at least 2/10ths of an acre (8,712 sq ft) or larger. However, the new law does not prevent CEHOA from implementing rules regarding the structure and manner for how the chickens will be maintained.

The major concerns regarding having chickens are:

1. Chickens attract wild animals such as coyotes, fox, and wolves.
2. If chickens, their feed, or the coops are not properly maintained, there will be unpleasant odors and attract mice and rats, which in turn attract snakes.
3. Chickens can be noisy.

Therefore, to maintain the tranquil, pleasant, and safe environment for Christopher Estates homeowners, the CEHOA implemented the following requirements for the ownership of chickens which became effective on August 28, 2024.

A request for approval of the homeowner's plan for the ownership and housing of chickens, chicken coops, and chicken runs must be submitted in writing to the president and/or vice president of the trustees of the CEHOA for review before any action is carried out by the resident(s). The request must include:

1. The number of chickens to be purchased and the address of the property on which the chickens will be kept.
2. A detailed drawing including dimensions of the enclosed chicken coop with an attached chicken run.
3. A description of the materials to be used in the construction.

Within 14 days of the submission of the request, the trustees will review the documents. If the request meets the standards established by the CEHOA for owning and housing chickens or owning bees, a written approval signed by the President and Vice President of the CEHOA Trustees, will be provided to the homeowner. **IN ADDITION:** Attached are requirements for owning bees

CEHOA Standards: Ownership and Housing of Chickens

- No roosters will be allowed to be kept on the property.
- No free ranging chickens will be allowed on the property.
- There can be no more than six chickens kept on the property at one time.
- The chickens must be kept in a coop and an attached enclosed chicken run.
- Both the coop and run must have at least four (4) square feet per chicken.
- The coop and run must be at least thirty (30) feet from any contingent neighbor's property line.
- The coop cannot be more than eight (8) feet in height and must be a minimum of eighteen (18) inches off the ground.
- The floor must be covered with a durable waterproof material/coating, which will allow for easy cleaning and maintenance, and sanitary conditions of the coop.
- Professional construction is preferred. However, the coop must be constructed of commercial quality material, in compliance with the standards set by CEHOA.
- The chickens, coop, and run must be maintained in a manner, which will not create a negative impact on the tranquility of other homeowners, and/or reduce the market value of surrounding homes.
- **All homeowners of record must sign the "Letter of Authorization".**

CEHOA Standards: Ownership and Housing of Bees

For this the following definitions will apply:

BEE Any stage of the common domestic honey bee, *Apis Mellifera* Species.

COLONY A hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

HIVE A structure intended for the housing of a bee colony.

Requirements:

- Beekeepers shall comply with the best management practices for Missouri beekeepers as developed by the Missouri State Beekeepers Association (MSBA).
- All bee colonies shall be kept in inspectable-type hives with removable combs, which shall be kept in sound and usable condition.
- Hives shall be in the rear yard and are not permitted within thirty (30) feet of a lot line as measured from the closest point of any lot line to the closest point of the hive.
- Any hive shall not open towards that lot line unless that lot line shall have a flyway barrier of at least six (6) feet in height. The flyway barrier shall consist of one (1) or a combination of the following: vegetative barrier, solid wall, fence, or other acceptable barrier that meets the intent of this Section as determined by the Trustees of CEHOA
- No hive is permitted within ten (10) feet of a building used for human habitation on an adjoining lot as measured from the closest point of such building to the closest point of the hive.
- Each beekeeper shall ensure that a convenient source of water is always available. The water source shall be located on the same property as the hive; not located within thirty (30) feet of a lot line as measured from the closest point of the lot line to the closest point of the water source; and shall be located within fifty (50) feet of the hive or less than one-half (1/2) the distance to the nearest unnatural water source, whichever is closest. The water shall be maintained so as not to become stagnant.
- Beekeepers shall practice good swarm prevention techniques.
- No more than three (3) colonies shall be kept on anyone lot.
- Bees, hives, and the area surrounding the hives shall be maintained so that they do not create a nuisance.
- Existing beekeepers shall be granted an extension for compliance with the location of any hive up to and including January 1, 2025.
- The Trustees will be permitted access to location at any time for inspection
- All homeowners of record must sign the "Letter of Authorization."