

**FIRST AMENDMENT TO THE RESTATED INDENTURE OF RESTRICTIVE
COVENANTS OF CASTLEREAGH ESTATES SUBDIVISION**

THIS AMENDMENT, made and entered into this 18 day of July, 2024, hereby amends the restated Indenture of Restrictive Covenants of Castlereagh Estates Subdivision made and entered into on the 26th day of April 26, 2001 and recorded on the 22nd day of May, 2002 in Book: 13855 Page: 1167 of the St. Louis County Recorder of Deeds Office ("*Indenture*").

WITNESSETH:

WHEREAS, Castlereagh Estates Subdivision was created by virtue of the Indenture of Restrictions for Castlereagh Estates as recorded in Book 3608, Page 490 in the Office of the Recorder of Deeds of St. Louis County, as amended by various instruments recorded in Book: 4686, Page 562; Book 5442, Page 68; Book 6381, Page 2296; Book 7326 Page: 701; Book 7326, Page: 710; Book 7326, Page: 717; Book: 7326, Page: 724; Book: 7326:, Page: 731; Book: 7326, Page: 738; Book: 7326, Page: 745; and Book 13855, Page 1167 of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri; and

WHEREAS, the real property comprising the residential subdivision and subject to the Indenture is more particularly described on Exhibit A attached hereto; and

WHEREAS, Section 1 of the Indenture authorizes amendment of the Indenture by an instrument approved by written consent of at least seventy-five percent (75%) of the Lots in Castlereagh Estates and recorded; and

WHEREAS, the owners of Lots in Castlereagh Estates desire and intend to amend the Indenture to promote the residential character of the community and to foster owner occupancy and eliminate the possibility of leased homes by restricting the use of Lots to owner occupancy, as more particularly set forth herein below.

NOW THEREFORE, the Indenture is amended as follows:

A. A new Section 9 is added, to read as follows:

"9. LEASING - The Lot Owners deem it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots and improvements thereon (hereinafter referred to as "*Lots*") are occupied by the owner of the Lot. Accordingly, the purpose of this provision is to foster owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard property values, by regulating the leasing of Lots after the Effective Date.

(a) Leasing of Lots. As of the Effective Date of this Amendment, no Person who holds or acquires title to a Lot, regardless of the manner in which title was or may be acquired (including a mortgage holder by foreclosure or deed in lieu), shall lease his or her Lot, except that any Lot Owner renting/leasing his or her Lot on the date of recording of this Amendment shall be

permitted to continue renting/leasing his or her Lot as long as he or she remains record owner of the Lot.

(i) For purposes hereof, a Lot shall not be deemed as leased if it is occupied by the Lot Owner's family member or by the beneficiary of a family trust if the Lot is owned by such trust. The term "family" shall mean any number of persons related by blood or marriage, including adopted children.

(b) Waiver. Upon written application by an Owner, the Board of Trustees, or its successors or assigns (hereinafter referred to as the "*Trustees*"), may waive the leasing prohibition in this Section 9 in the event of unforeseen circumstances, hardship, or other good cause, as determined in the sole discretion of the Trustees, but may include circumstances caused by the death of a Lot Owner, the illness/need to care for a family member by a Lot Owner, the temporary employment relocation of a Lot Owner and any temporary military transfer or assignment of a Lot Owner. The specific terms of any such waiver shall be set forth in writing and signed by the Owner and the Trustees.

(c) Leases. During any period of time when a Lot is permitted to be rented or leased pursuant to this Section, all leases shall:

(i) Be in writing, with a full copy submitted to the Trustees at least ten (10) days prior to the commencement of the lease.

(ii) Be of the full Lot (no room rentals or boarders) for a term not less than one (1) year and shall not be assignable or sub-leased.

(iii) Require the lessee to comply with and abide by all terms and conditions set forth in the Indenture.

(d) No Time-Sharing or Short-Term Vacation Rentals. No Lot may be conveyed pursuant to a time-sharing plan. No Lot, home or portion thereof may be rented on a short-term or daily basis in the manner similar to a hotel or Airbnb. A short-term rental is considered any rental or lease of a Lot for a term of less than one (1) year.

(e) Remedies. In the event of any violation of this Section 9, the Trustees, may levy a fine of \$100.00 per month (or as may be reasonably increased by the Trustees from time to time) against the Owner and the Lot, which fine shall be a lien which may be collected, together with attorney's fees, interest, late fees and costs, in the same manner as an assessment set forth in the Indenture.

In addition to any and all remedies provided by law or the Indenture, the Trustees, shall be entitled to terminate any unauthorized lease and evict the lessee. The Trustees shall be entitled to recover their costs and reasonable attorney's fees, which amounts shall be a lien on the Lot which may be collected in the same

manner as an assessment set forth in the Indenture. The Trustees shall not be liable to an Owner or lessee on account of any action taken in good faith to enforce the provisions of this Section.”

B. The Board of Trustees of Castlereagh Estates Subdivision is authorized to execute and record this Amendment upon its adoption by the Lot Owners and, by their signatures below, do certify that this Amendment has been duly approved as provided in Section 1 of the Indenture.

C. This Amendment shall be effective upon the recording date of this instrument.

D. This Amendment shall be recorded in the records of the Office of Recorder of Deeds, St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after the Effective Date set forth herein above.

[End of Amendment]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Lot Owners of Castlereagh Estates Subdivision, acting by and through the duly authorized Board of Trustees, has executed this Amendment on the day and year first above written.

BOARD OF TRUSTEES OF
CASTLEREAGH ESTATES SUBDIVISION,

Sheila Whittington
Sheila Whittington, Trustee

Kymry Webb
Kymry Webb, Trustee

David Nelson
David Nelson, Trustee

STATE OF MISSOURI

)
) SS
)

COUNTY OF ST. LOUIS

On this 18th day of July, 2024, before me appeared Sheila Whittington, Kymry Webb, and David Nelson, to me personally known, who, being by me duly sworn, did say that he/she is a Trustee of Castlereagh Estates Subdivision, that said instrument was signed on behalf of said Lot Owners, that said persons acknowledged said instrument to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Michele Araujo
Notary Public

My Commission Expires:

9/8/2025

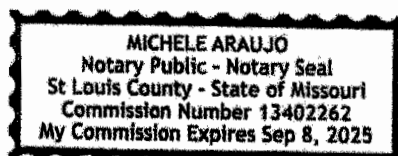


EXHIBIT A

Legal Description

All Lots in Plats 1, 2, 3, and 4 of Castlereagh Estates, a subdivision in the County of St. Louis, Missouri, according to the plats thereof filed for record in the Office of the Recorder of Deeds of St. Louis County, Missouri.

2024072200013

CERTIFIED-FILED FOR RECORD

7/22/2024 7:01:15AM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 7
RECORDING FEE: \$39.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: AMENDMENT

Grantor: CASTLEREAGH ESTATES SUBDIVISION

Grantee:

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

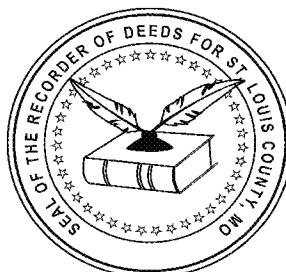
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 7 pages, (this page inclusive), was filed for record in my office on the 22 day of July 2024 at 7:01 am and is truly recorded as the document number printed above.

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

OB

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,465,394

RECORDING MEMORANDUM

Instrument: First Amendment to the Restated Indenture of Restrictive Covenants of Castlereagh Estates Subdivision

Date: July 19, 2024

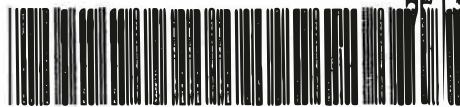
Grantor(s): Board of Trustees of Castlereagh Estates Subdivision
c/o Elia M. Ellis, LLC
7777 Bonhomme, Suite 1910
Clayton, Missouri 63105

Grantee: Board of Trustees of Castlereagh Estates Subdivision
c/o Elia M. Ellis, LLC
7777 Bonhomme, Suite 1910
Clayton, Missouri 63105

Legal Description: See Exhibit A

Instrument Affected: Book: 13855, Page: 1167

B-13855/1167



* 2002052200325 *

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

TYPE OF
INSTRUMENT
RESTR

GRANTOR
CASTLEREIGH ESTATES SUB BY TR

TO

GRANTEE

PROPERTY
DESCRIPTION:

CASTLEREAGH ESTATES PLATS 1-4

Lien Number

Notation

Locator

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
325

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 9 pages, (this page inclusive), was filed for record in my office on the 22 day of May 2002 at 08:29 AM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

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

John Reher
Deputy Recorder

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



RECORDING FEE \$41.00
(Paid at the time of Recording)

Chapter 355

Mail to:

MAIL-IN RECORDING

Destination code: 18 M

B-13855 P-1167/1175

RECORDED MAY 22, 2002
ST LOUIS COUNTY MISSOURI

RESTRICTIVE COVENANTS

EXECUTED APRIL 26, 2001

**By Trustees Don Baird (#7 Castle Drive, Florissant MO 63034),
Shirley Breeze (138 Kings Drive, Florissant MO 63034),
Rose Crofford (142 Kings Drive, Florissant MO 63034)**

Description: Lots in Castlereagh Subdivision

CASTLEREAGH ESTATES

RESTRICTIVE COVENANTS

THIS INDENTURE, made and entered into as of this April 26, 2001, for the purpose of creating and establishing restrictive covenants and conditions on the following described property situated in the County of St. Louis, State of Missouri, to wit:

All Lots (Plats 1, 2, 3, 4) of CASTLEREAGH ESTATES, subdivision in the County of St. Louis, Missouri, according to the plats thereof filed for record in the Office of the Recorder of Deeds of St. Louis County, Missouri.

WHEREAS, the owners of all the lots above mentioned are desirous of maintaining the same as a residential subdivision for the benefit of all the present and future lot owners, they do hereby create and establish the following restrictive covenants and conditions, which shall be binding on all the present and future owners of each and every lot referred to above.

Each owner of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants, and restrictions which run with the land and are appurtenant to the lots.

1. CREATION OF COVENANTS

1.1. These covenants shall be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, and shall be binding upon the parties hereto, and the future owners of the property herein above described, and upon all persons or corporations claiming hereunder, for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change these covenants in whole or in part. Changes to these covenants can be effected at any other time provided that an instrument, agreeing to change them in whole or in part, is signed by the owners of at least 75% of the lots and recorded.

1.2. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1.3. These covenants have been adopted in accordance with the amendatory procedure set forth in paragraph 1 of the original indenture recorded in Book 3608, Page 490 in the Office of the Recorder of Deeds of Saint Louis County, Missouri. Accordingly, these covenants will supersede the various covenants, restrictions, etc., as contained in the various instruments recorded in Book 3608, Page 490; Book 4686, Page 562; Book 5442, Page 68 and Book 6381, Page 2296, all in the Saint Louis County, Missouri, Recorder's Office.

1.4. This Indenture may be executed in counterparts, all of which taken together shall be deemed one original.

2. STRUCTURES

2.1. Primary residence No residence building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height, and a private garage.

2.2. Residence size No one story dwelling shall be permitted on any lot having a ground floor area of less than 1400 square feet of livable heated area, not including basements or open porches. No one and one-half or two-story dwelling shall be permitted on any lot having a ground floor area of less than 1000 square feet, not including basements or open porches.

2.3. Structure location No building or any portion thereof shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. No building or any portion thereof shall be located nearer than 15 feet to an interior lot line whether the same be a side lot line or whether the same be a rear lot line. Open porches, steps, eaves, and garages shall be consider as a part of a building within the meaning of this paragraph.

2.4. Fences/walls No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. No fence, wall, hedge, or shrub shall be placed on any corner lot or street curve that blocks field of view of pedestrians and vehicles from each other. The field-of-view is to be provided within a triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection (apex of curve) of the property lines extended.

2.5. Building approval No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Trustees, as to the quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation.

The Board of Trustees shall not be entitled any compensation for services performed pursuant to this covenant. For all structural enhancements, two copies of the plat, architectural plans and specifications shall be signed and dated by the lot owner for Trustee signatures, returning one copy to the submitter and retaining one copy by the Trustees. In the event the members of the Board of Trustees fail to approve or disapprove the plans and specifications within thirty (30) days after the submission and receipt by the Trustees, the plans and specifications shall be deemed to be approved. A receipt will be provided.

2.6. Temporary structures No structure of a temporary character, trailer, basement, tent shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

3. PROPERTY MAINTENANCE

3.1. Lawn Maintenance Each lot owner shall maintain/his/her lot in a neat, attractive manner, including maintenance of the unwooded lawn area, shrubbery, and trees on the property, including removal of rubbish debris visible from the street. No lot owner shall permit the lawn upon such lot to grow in excess of eight(8) inches in height.

3.2. Dwelling Maintenance Each lot owner shall be responsible for keeping such owner's lot and the exterior of such owner's dwelling in good repair and in a clean and tidy condition, including without limitation, repainting of the exterior as necessary.

3.3. Utilities Each owner shall, as necessary, repair, maintain, replace, or clear at his/her expense, sewage, and water lateral line on or servicing only his/her lot or dwelling.

4. BOARD OF TRUSTEES

4.1. Term of Office A board of three Trustees is hereby established. The term of office of a Trustee shall be three years, with terms staggered such that election of one Trustee occurs each year. All Trustees must be resident lot owners of the Castlereagh Estates Subdivision. Should a Trustee die, resign, refuse to act, or move from the Subdivision, then the remaining Trustees shall appoint a successor to serve for the remainder of such Trustee's term of office. Should all three elected Trustees die, resign, refuse to act, or move during the year, a special subdivision meeting shall be held and temporary trustees elected until the next annual subdivision meeting.

4.2. Trustee Election At the annual meeting the lot owners present shall elect from the person or persons nominated by the lot owners present at the meeting a new Trustee to serve for the next three years. A Trustee shall be elected by a simple majority of votes cast, with each lot being entitled to one vote. In the event no nominee receives a simple majority of votes cast, a runoff will be held between the two nominees receiving the most votes at the meeting.

4.3. Rights and Powers The Board of Trustees shall be vested as joint tenants with the following rights, privileges, and powers herein contained and shall be subject to the duties and obligations as herein set forth.

(a) They shall not be personally liable for damages arising out of contract or tort because of the condition of a private roadway, if any, furnishing means of ingress to and egress from the lots in said subdivision.

(b) They shall have the right to employ counsel to enforce the covenants and restrictions herein contained and to defend themselves as Trustees under the terms hereof.

5. FINANCES

5.1. Assessments In order to pay necessary expenses of the Trustees in performing their functions hereunder, the said Trustees shall from year to year ascertain and determine the total amount required for such purposes and when said total is ascertained and determined by said Trustees it shall be apportioned among the respective owner or owners of the lots in the above subdivision who shall be required to pay such apportioned amount of money, not in excess, however, of the sum of \$50.00 per year on any lot. Upon the call of any Trustee or any lot owner in the subdivision, a meeting may be held for the purpose of increasing the assessment for the establishing, acquiring, or maintaining utilities and services. Notice of such meeting shall be mailed First Class to the last known mailing address of each lot owner at least 10 days prior to any such meeting. The owner or owners of property shall be entitled one vote for each lot owned by him, her, it, or them, and upon the affirmative vote of a majority of the total number of lots, the assessment shall be increased. Any increase in assessment shall be equally apportioned among the lots and shall apply only for the current year. Upon ascertaining the amount due from each property owner for expenses incurred by said Trustees for any of the purposes hereof, said Trustees shall notify each property owner of the amount due and shall demand payment of each property owner for the amount due within 30 days from the date of said notice. Said Trustees are expressly empowered to file such notice of assessment in the Recorder's Office of St. Louis County, Missouri. The amount of said assessment as given in said notice, shall become, from the date of such recording a lien upon and against the property described in said notice as fully and complete as if secured by a deed of trust and, if said amount be not paid within the time stated in said notice, it shall bear interest at the rate of 10% per annum from the date payment becomes due. Said Trustees are fully authorized to and empowered to institute suit in law or in equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, costs of court, and attorneys fees in each and every case.

5.2. Expenses Assessment funds and any other moneys received by the Trustees shall be used solely for the improvement, maintenance, or security, safety or legal action of those properties under the jurisdiction of the Trustees, or for uses specifically stated elsewhere in these covenants.

6. GENERAL

6.1. Easements Easements for installation and maintenance of public utilities, sewers, and drainage purposes and facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.

6.2. Activities No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, in the unanimous judgement of the Trustees and other lot owners.

6.3. Display of Sale Items No trailer, motor home, tent, car, truck, or other vehicle shall be placed in front or side of property for the purposes of selling that item for a consecutive period of longer than 48 hours.

6.4. Businesses No lot or residence shall be used for any business or commercial purpose that results in customer traffic and/or excessive unsightly vehicles/equipment parked on the property. Each lot shall be used solely for residential purpose except (i) for use pursuant to home occupations not in violation of any zoning ordinances affecting the subdivision (ii) in no events shall any lot be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

6.5. Annual Meeting An annual meeting of the lot owners shall be held at a location as specified in a written notice of the meeting. The meeting will attempt to be held at the same time each year, around the last Wednesday of May. Notification of the date, time, and place of the meeting will be posted at the entrance of the subdivision at least seven continuous days before the meeting. Any owner shall have the right to designate a representative to attend all annual and special meetings, upon written notification to the Trustees at least 24 hours in advance of the meeting. To conduct subdivision business, a quorum of owners for any meeting shall consist of one-tenth (1/10) of the homes covered under the covenants, whether present in person or by written proxy submitted to the Trustees before the meeting. The decision of a majority of a quorum shall be valid as the act of the subdivision. If a quorum is not present at any meeting, subsequent meetings shall be called until a quorum is attained.

7. COUNTY ORDINANCES

7.1. All county ordinances apply to property in Castlereagh Estates (except where these are more restrictive) and these covenants in no way are intended to supercede or replace the county regulations. Each lot owner shall be responsible for obtaining any and all permits required by St. Louis County or any other governmental authority for the erection of improvements upon a lot, including but not limited to fences, decks, and sheds.

7.2. Lot owners and residents of Castlereagh shall comply will all ordinances, zoning, and subdivision regulations of St. Louis County relating to the supervision, control, and responsibility and maintenance of animals/pets. Pet owners are responsible to clean up their pet's feces on other lots and streets.

8. ENFORCEMENT

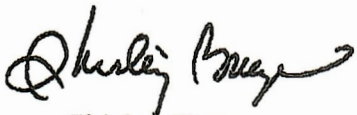
8.1. In the event an owner shall fail to maintain owner's lot and dwellings in a manner compliant with county ordinances and these covenants, two written notices outlining the situation and required action will be issued. If the owner fails to comply, the Trustees shall have the right, through its agents, to enter upon said lot and to repair, maintain, and restore the lot and the exterior of the dwelling, including the removal of rubbish debris, and any landscaping deemed appropriate and not held liable for any manner of trespass that may arise under this paragraph. The cost of such maintenance shall be payable by the lot owner immediately. In the event said costs are not paid within 30 days, the Trustees shall be entitled to all remedies provided for non-payment, including imposition of a lien on said owner's lot and foreclosure. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Such proceedings shall be initiated by the Trustees within three months after written notification to lot owner and resident.

8.2 In the event the lot owner engages in selling of property within Castlereagh Estates or transferring of property ownership and money is due to the subdivision, the Trustees are entitled to engage in immediate action in all remedies provided for non-payment, including imposition of a lien on said owner's lot and foreclosure.

April 26, 2001

CASTLEREIGH ESTATES SUBDIVISION

We the undersigned duly elected Board of Trustees of
Castlereigh Estates Subdivision do attest these Restrictive
Covenant And Conditions have been revised and approved
as specified therein.



Shirley Breeze
138 Kings Dr.
Florissant, Mo 63034
Ph.831-5359



Don Baird
7 Castle Dr.
Florissant, MO 63034
Ph. 837-2104



Rose Crofford
142 Kings Dr.
Florissant, Mo 63034
Ph. 921-6698



DONNA KOELLING
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. JULY 9, 2004

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 24th day of April, 2002, before me personally appeared Shirley Breeze, Don Baird, Rose Crofford, (Board of Trustees of Castlereigh Estates Subdivision), known to me to be the persons who executed this Agreement, and who did solemnly swear to the statement above-written. I am commissioned as a notary public within the county of St. Charles, State of Missouri, and my commission expires on July 9, 2004.


NOTARY PUBLIC