

River Bend Estates

Additions 1, 2, 3, 4, 5, 6

Restrictive agreements

As amended April 8, 2005



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

TYPE OF INSTRUMENT: **RESTR**
GRANTOR: **RIVER BEND ESTS ADDN 1 THRU 6 BY TR**
TO:
GRANTEE:

PROPERTY DESCRIPTION: **RIVER BEND ESTS ADDN 1,2,3,4,5,6**

Lien Number

Notation
X

Locator

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
878

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 13 pages, (this page inclusive), was filed for record in my office on the 8 day of April 2005 at 11:44 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.

Jolene Reber
Deputy Recorder



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

- ___ N.P.
- ___ N.P.C.
- ___ N.N.C.
- ___ N.N.I.

RECORDING FEE **\$57.37**
(Paid at the time of Recording)

Mail to:

William T. Ware
215 River Bend Dr.
Chesterfield, MO 63017

Destination code: **M**

8-16463 P-1857/1869

12

Notation

Space Above for Recorder's Use Only
DOCUMENT COVER SHEET

**TITLE OF DOCUMENT: AMENDED AND RESTATED RESTRICTIVE
AGREEMENT FOR RIVER BEND ESTATES ADDITIONS
1, 2, 3, 4, 5, AND 6 (EAST SIDE)**

DATE OF DOCUMENT: MARCH 7, 2005

GRANTOR(S)/DECLARANTS(S): Trustees of River Bend Estates Additions 1 - 6
Mailing Address

215 River Bend Dr.
Chesterfield, MO 63017

GRANTEE(S): N/A

Mailing Address

LEGAL DESCRIPTION:

River Bend Estates Additions 1, 2, 3, 4, 5, and 6 as per Plat Maps recorded in Book 4417 Page 515, Book 4846 Page 88, Book 5032 Page 583, Book 5889 Page 577, Book 6114 Page 341, Book 6361 Page 1132, Book 6800 Page 1128 and Book 6928 Page 411.

REFERENCE BOOK AND PAGE: BOOK 8801 PAGES 2470- 2482

**AMENDED RESTRICTIVE AGREEMENT
OF
RIVER BEND ESTATES ADDITIONS 1 - 6**

Whereas, the development of the River Bend Estates Additions 1, 2, 3, 4, 5, and 6 was accomplished over a period of time that allowed for development in phases; and

Whereas, there are currently six (6) separate Restrictive covenants applying to the property known as River Bend Estates Additions 1, 2, 3, 4, 5, and 6; and

Whereas, the homeowners of record for the Lots of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 (hereinafter referred to as the subdivision) all consider themselves a single entity; and

Whereas, it is in the best interest of the subdivision to amend the previous Restrictive Agreement so as to work under one updated and current Restrictive Agreement; and

Whereas, it is the intent of the residents that all the lots in this subdivision shall be used only as sites for private residences and that this subdivision shall be and remain a first-class residential subdivision. Therefore, the residents agree to restrict all of the lots in this subdivision to uses consistent with the intent; and

Whereas, the residents establish in the Trustees sufficient authority and also sufficient right, title and interest in the tract of land know as River Bend Estates Additions 1, 2, 3, 4, 5, and 6 to carry out the purposes of this Restrictive Agreement; and

Whereas, all reservations, limitations, conditions, and easements herein contained are hereafter termed "covenants" and are jointly or severally for the benefit of all persons, who may purchase, hold or own from time to time any of the several tracts covered by this instrument.

Whereas, said Restrictive Agreements have been in full force and effect, but that circumstances have occurred that require the consolidation and amending of said restrictions; and

Whereas, these restrictions provide that said Restrictions be amended, altered or changed by a meeting of the lot owners of fee simple title in the subdivision and as certified to by the Trustees under said Indenture.

Now Therefore, the recorded owners of fee simple title to lots located in the subdivision know as River Bend Estates Additions 1, 2, 3, 4, 5, 6 in the County of St. Louis, State of Missouri do hereby declare and agree to and with each other collectively and individually, for themselves, their heirs, successors or assigns and for and upon behalf

of all person who may hereafter derive title to or otherwise hold through the heirs, successors or assigns of any owner of a lot or parcel of land herin, our intention to amend the Restrictive Agreement found respectively at Book 4417, Page 515; Book 4846 Page 88; Book 5032, Page 583; Book 5889, Page 577; Book 6114, Page 341; Book 6361, Page 1132; Book 6800, Page 1128; and Book 6928, Page 411 respectively.

To Wit:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for permanent single family residential purposes. No new building shall be erected, altered, place or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than (4) vehicles.

2. **DWELLING COST, QUALITY AND SIZE.** No dwelling that does not meet size and quality standard established by this instrument shall be erected on any lot. Homes shall contain a minimum of One Thousand Five Hundred (1,500) square feet of finished living quarters. The aforesaid measurements apply to heated, finished living space and do not included garages or finished basement areas completely underground. Carports will not be allowed, either attached or detached. Any new home construction must be completed twelve (12) months after construction starts. Additionally, no building shall be erected, placed, or externally altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Trustees as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval must be in writing by the Trustee. When plans, specifications and plat plans have been approved, they must be strictly followed and adhered to in the erection of the building and structures and no building or structure may be changed or altered so as to violate any provision of this agreement.

3. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the 40 feet minimum building setback lines shown on the recorded plat. No dwelling shall be located on ay interior lot nearer than 30 feet to the rear line. A minimum side yard of 10 feet must be maintained. For the purpose of this covenant, eaves, steps, open porches and decks shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

4. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line, except cul de sac lots which have narrow frontage, nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 sq. ft., except that a dwelling may be erected on each lot as shown on the recorded plat.

5. **BUILDER'S DEPOSIT.** No new construction is to begin on any building until the builder has made a deposit of Two Hundred Fifty dollars (250.00) with the Trustees to insure a removal from the site and the adjacent lots of any and all debris and the repair of any damage to the subdivision improvements that may developed during construction, especially the road.

6. **EASEMENTS.** Easements for installation and maintenance of utilities are reserved as show on the recorded plat.

7. **NUISANCE.** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Lot owners are obligated to care for their property, including easements on and adjoining said property, and to keep it free from unsightly accumulations of weeds, debris, and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this agreement. The Trustees are hereby empowered to clean up the debris, cut the weeds or grass and to trim, cut back, remove, replace, maintain trees, shrubbery, and flowers on vacant or neglected lots on the property. The owners of said property may be charge with reasonable expense so incurred. The Trustees or officers, Agents or employees shall not be deemed guilty or liable for any such injury, abatement, removal, or planting. No animals other than a reasonable number of household pets may be kept by any lot owner. The Trustees shall have the right and authority to establish what is a reasonable number of pets.

8. **TELEVISION AND RADIO AERIALS.** No television or radio aerial may be erected that projects more than 8' above the ridge line of the house without written permission from Trustees. The installation of satellite dishes larger than 2' is prohibited.

9. **FENCES.** The Trustees shall give written approval of design and placement of all fences. No fence or wall shall be erected, place, or altered on any lot nearer to any street than the minimum set back line unless approved by the Trustees. In the case of corner lots, no fences shall extend beyond the site building line to the side street unless similarly approved. Approval shall be as provided in section 2 above regarding the permission of the Trustees.

10. **UNGARAGED AUTOMOBILES.** Ungaraged automobiles will be limited to two per homeowner. Exceptions must be approved by the Trustees.

11. **OUTBUILDINGS.** (a) Structures such as tents, shacks, storage sheds, or other outbuilding shall not be place on any lot. Children's playhouses and treehouses are specifically exempted from this restriction, provided there is written approval from the trustee, as provided in section 2 above regarding powers of the trustees, and they meet following criteria:

(1) They must be designed and used solely for that purpose. They are not to Be used for storage of lawn and garden equipment, tools, kindling or firewood, or Any other type of material.

(2) They are to be constructed of wood or plastic, in such a manner that they can be easily dismantled, and shall not have a base exceeding 35 square feet and not be taller than 60" at the highest point from ground level. No utilities are allowed in the playhouse.

(3) Playhouse and treehouse approvals cannot be conveyed to successors in title and cannot be for a period of more than five (5) years. The Trustees, in their discretion, can renew such approvals subject to the restrictions set forth herein.

(4) Treehouse cannot be more than 120" above ground at the highest point.

(5) Within thirty (30) days after the adoption of these amended restrictions the owner of a lot upon which any playhouse or treehouse existed prior to the adoption of these amended restrictions may apply to the trustees for remedial relief by submitting to the Trustees proof of the existence of same. The Trustees shall, in their discretion, have the right to grant remedial relief but shall not exceed what is provided for in paragraph 11 (3) herein.

12. RECREATIONAL VEHICLES, MOTOR HOMES, TRAILERS AND BOATS

These must be stored behind the building line and be shielded from viewing from the street and adjacent lots by adequate landscaping or walls, and must not be used as a residence, either temporarily or permanently.

13. COMMON GROUND. So long as this Agreement shall remain in force in accordance with it's terms, the Common Lands as indicated in the plats Book 4417, Page 515; Book 4846, Page 88; Book 5032, Page 583; Book 5889, Page 577; Book 6114, Page 341; Book 6361, Page 1132; Book 6800, Page 1128; and Book 6928 Page 411 respectively referred to herein shall be used exclusively as a park and scenic area for the use and enjoyment of the lot owners and residents of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 and adjoining areas to be made subject to this agreement.

(a) The Trustees shall have the duty to maintain said Common Lands during the life of this Agreement, and shall have exclusive right to manage and control said area for the purposes described herein and for that purpose may make such rules as they deem fit governing the use of such area.

(b) The Trustees, during the life of this Agreement, shall use and expend so much of the assessments provided herein as they deem proper for the upkeep and maintenance of said Common Lands so that the same shall be and remain an attractive well-kept park and scenic area.

(c) From and after the time when fee simple title to said common Lands shall vest in the lot owners as tenants in common, such undivided interest in said common Lands as shall be vested in such lot owners shall be deemed to be part and parcel of the respective lots of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 owned by said lot owners, so that each and every conveyance or transfer of any kind whatsoever of a lot or lots in River Bend Estates Additions 1, 2, 3, 4, 5, and 6 shall be made subject to this Agreement and shall operate and constitute a conveyance or transfer of the undivided interest in said common lands of the lot owner.

GENERAL PROVISIONS

14. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date of approval by the lot owners. These covenants will be automatically extended for successive periods of ten years unless cancelled by an instrument duly recorded by a majority of the owners of the lots after the original 25 - year period.

15. AMENDMENTS. (A) Amendment procedures are to be initiated by and at the discretion of the Trustees. In a meeting called by the Trustees for the purpose of amending this restriction, the Trustees shall send a notice setting forth the proposed amendments which shall be sent by first class mail, postage prepaid to all lot owners to their last know address not less than ten (10) days prior to the call of a general meeting. The owners of the property shall be entitled to one vote for each lot owned by him or her. Voting is to be by secret ballot unless all persons attending the meeting are agreeable to waiving this provision. A majority of the lot owners present and voting or by an absentee ballot witnessed by another River Bend property owner, may amend these restrictions.

(B) These restrictions may also be altered or amended all or in part at any time by written agreement signed by not less than two-thirds (2/3) of the then recorded owners in fee simple title of all lots in River Bend Estates Additions 1, 2, 3, 4, 5, and 6. Any such written and signed alteration or change shall, when duly certified and acknowledged by the Trustees and recorded with the office of the Recorder of Deeds of St. Louis County, Missouri become a part of the provisions and restrictions of this subdivision.

THE TRUSTEES

16. DESIGNATION AND SELECTION OF TRUSTEES. All Trustees shall be property owners currently residing within the River Bend Estates subdivision at all times when they are holding office. At the time of this Amended Restrictive Agreement there are Three (3) Trustees, each of which is serving a three (3) year term. After the approval of these amendments, the present Trustees shall serve out the balance of the term for which they were elected, so that from this time forward all Trustees shall serve three (3) year terms and the terms shall be so staggered so a new Trustees is elected each year.

(a) In the event the office of any one (1) Trustee herein becomes vacant because of the death, disability, incompetence, resignation, refusal to act, no longer owning property covered by this Agreement, or the inability to discharge their duties hereunder, the surviving or remaining Trustee (s) shall designate a successor Trustee to fill the unexpired term of such Trustee (s) or, of his successor, but subject always to paragraph (b) below.

(b) If for any reason there are no eligible Trustees in office and if at any one time two (2) or more Trustees shall resign, refuse to act, no longer own property covered by this Agreement, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to all of the then recorded plats of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 shall be called, upon notice signed by at least two-thirds (2/3) of such lot owners sent by mail to all of such record lot owners, or personally served upon them, at least ten (10) days before the date fixed for the meeting for the purpose of electing new Trustees. The said notice shall specify the time and place of the meeting and be held in St. Louis County, Missouri. At such meeting, or at any adjournment thereof, the majority of the record lot owners attending such meeting or meetings in person or by witnessed proxy, shall be entitled to one (1) vote for each full lot owned by him. When any lot is owned by husband and wife as tenants by the entirety or by two or more persons as joint tenants, notice as herein required to either or any one of said parties shall suffice, and either or representing full ownership of said lot, but not more than one (1) vote for each lot shall be permitted. The result of such election shall be certified by the persons elected as chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded.

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

17. TRUSTEES DUTIES AND POWERS. The parties hereby invest the Trustees and their successors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities:

(a) To exercise control over the roadway, any easement, and future easements to be established, and any other non-public items, if any, for the purpose of maintaining, repairing, rebuilding, snow removal, salting, repairing street signs, cutting grass and weeds along easements, street lights, common grounds, trimming trees along

easements and insuring the proper use of the roadway easement, subject to the rights of public authority and the holders of the easements thereon.

(b) To enforce the provisions of this Indenture and the rules and regulations promulgated by the Trustees for the purpose hereinbefore provided. This power in the trustees is discretionary and not mandatory and does not restrict the rights of any lot owner to proceed on his or her own behalf.

(c) The Trustees in exercising the rights, powers and authorities granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contract, employ agents, servants and labor as they deem necessary or advisable to prevent in their own name as Trustee, any infringement on the provisions of this agreement, and have the power to compel the performance of any restrictions set out in this agreement or established by law and to defend suits brought against them individually or collectively in their capacities as Trustees and to employ counsel as needed to carry out the powers and duties. This power granted the Trustees is discretionary and not mandatory.

(d) To call, during the second quarter of each calendar year, an annual meeting of all lot owners subject to this agreement, to be held at a time and place suitable to a majority of the lot owners. Notice of this meeting must be mailed to lot owners at least ten (10) days prior to the date of the meeting.

18) MAJORITY OF TRUSTEES TO ACT: LIABILITY OF TRUSTEES.

All trusts created by this Restrictive Agreement shall vest in and inure to the benefit of and may be fully exercised by the majority of the Trustees, provided that any successor chosen or appointed to fill a vacancy as provided in this restrictive agreement shall from and after the date of his or her acceptance of the position of Trustee be included in determining who constitutes a majority of the Trustees. Wherever the word "Trustees" occurs in this restrictive agreement it shall be held and taken to include their successors. Each of the Trustees and their successors duly elected or appointed hereby accepts the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful acts or willful default and not for those of the other or others, and upon the further condition that no Trustee hereunder shall ever be held personally liable for acts of commission or of omission by such Trustees respectively or collectively. Any Trustee may at any time resign as such Trustee by instrument in writing signed and acknowledged by him and filed for record in the Recorder's office of the County of St. Louis. Thereupon his successor shall be elected or appointed as herein provided.

ASSESSMENTS

19. (a) The trustees and their successors are authorized to make uniform general assessments, except as hereinafter provided, of an amount not to exceed One Hundred Dollars (\$100.00) per lot in each year upon and against the several lots or parcels of land in said plats for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further pupose of enabling the Trustees to defend and enforce these covenants to repair, rebuild and maintain the roadway easements, and to perform and execute any powers or duties provided in this instrument or otherwise to protect the health, safety and general welfare of the property owners.

(b) All assessments, either general or special, made by the Trustees for the purpose herin enumerated shall be made in the maner and subject to the following procedures:

(i) Notice of all assessments may be given by mail addressed to the last or usual post office address of the record owner or owners of the lots and deposited in the United States mail with postage prepaid.

(ii) Every such assesment shall become due and payable within 30 days after notice is given as herein above provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid, and such assessments and interest thereon shall constitute a lien at the expense of the lot owner affected upon said lot and said lien shall continue in full force and effect until fully paid. Anytime after an assesment remains unpaid for a period of thirty days, the Trustees or their representatives may execute and acknowledge in an instrument reciting the assessment with respect to any one or more lots and cause the same to be recorded in the office of the recorder of Deeds of St. Louis County, Missouri, and the Trustees or their representative may upon payment, cancel or release any one or more lots from the liens and liability of such assessments, (as shown by recorded instruments), by executing, acknowledging and recording (at the expense of the lot owner affected) a release of such assessment.

(c) The Trustees shall deposit the funds coming into their hands as Trustees in a bank or savings and loan the accounts of which are insured by the Federal Deposit Insurance Corporation or FSLIC. The Trustees shall designate one of their number as Treasurer of the funds collected under the terms of this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall make available an Annual Report to all lot owners present at the annual meeting.

(d) All rights, duties, powers, privileges and acts of every nature and description which said Trustee might execute or exercise under the terms of this Restrictive Agreement may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

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

(f) The Trustees are authorized and empowered to use general and/or special assessments as necessary, to perform their functions hereunder and to defend suits brought against them individually or collectively in their capacities as Trustees.

(g) Whenever the general assessments herein authorized are insufficient to defray the costs of construction and reconstructing roads, places, avenues, circles, walks, parking areas, common areas and common grounds and of operating and maintaining any common area, common ground, roads, places, avenues, circles, walks, parking areas or such other need as the Trustees may determine, the Trustees may levy a special assessment to defray such excess costs, provided, first, however, that no special assessment shall become effective until approved by a majority vote of the record owners attending, in person or by witnessed absentee ballot, at a meeting called for this specific purpose. Said vote shall be taken either in writing or pursuant to a meeting called by the Trustees in accordance with the procedure as established in Section 15(a) for the calling of meetings. Such special assessments shall be made, if at all, in the same manner as herein provided for the making of general assessments and the enforcements of the collection thereof effective in the same manner herein provided for the enforcement of general assessments and shall act as a lien against the said property.

(h) Uniform general assessments shall begin on the date the Trustees of this Agreement mail a letter to all lot owners, as stated in Section 19 (b) (1), notifying them that the assessments are to begin.

(i) Uniform special assessments can begin any time after the first uniform general assessment has been mailed to owners, upon notice given under Section 19 (b) (1).

CLOSING PROVISIONS

20. ENFORCEMENT: Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore. Said damages shall include the costs incurred by the Trustees in pursuing their remedies on behalf of the subdivision which shall also include but are not limited to reasonable attorney fees and costs of legal proceedings if any, all of which shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid.

Each residence, building and lot, in respect of which there is a failure to have paid any assessment when due, shall carry with it personal liability of the owner of said building, property or lot which shall obligate said owner at the time that the said assessment, whether general or special, shall be made and shall include the payment thereof with interest, costs and attorney's fees.

21. **LIABILITY OF TRUSTEES; TRUSTEES NOT COMPENSATED:** The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion and shall only be held accountable for their willful misconduct. They shall not be required to spend any money for maintenance and/or any improvement in excess of the assessments collected by them. The Trustees shall not be entitled to any compensation for services performed, except for those Trustees appointed by the City Council as provided above.

22. **SEVERABILITY:** Invalidation of any one of these covenants by judgement or Court Order shall in no way affect any of the provisions which shall remain in full force and effect.

23. The Restrictive Agreement as recorded in Book 4417, Page 515; Book 4846, Page 88; Book 5032, Page 583; Book 5889, Page 577; Book 6114, Page 341; Book 6361, Page 1132; Book 6800, Page 1128; Book 6928, Page 411 respectively of the St. Louis County Records as altered or amended are hereby replaced by this Amendment and New Agreement and is hereby ratified, approved and confirmed.

24. Each of the covenants and restrictions in this agreement shall run with the land, and shall attach to and run with all land made subject to and encumbered by these restrictions and shall be binding upon every owner or occupant of any part of the land encumbered hereby as fully as if expressly contained in proper and obligatory covenants or conditions in each contract or conveyance of or concerning said land or any part thereof, including any improvements thereon. The Trustees shall have the rights to recover from any person violating any such covenants all costs and expenses incurred in procuring the enforcement thereof.

TRUSTEES CERTIFICATE

Be it resolved that the Trustees of the subdivision known as River Bend Estates Additions 1, 2, 3, 4, 5, and 6 pursuant to the Restrictive Agreements as recorded in Book 4417, Page 515; Book 4846, Page 88; Book 5032, Page 583; Book 5889, Page 577; Book 6114, Page 341; Book 6361, Page 1132; Book 6800, Page 1128 and Book 6928, Page 411 respectively do hereby certify and acknowledge that the attached amendments have been approved by a majority of those called of the lots in River Bend Estates Additions 1, 2, 3, 4, 5, and 6 and further that said Amended Restrictive Agreement was prepared for the purpose of filing said Amendments in the Recorder's Office of St. Louis County so that the same may become effective immediately upon the recording of these Amendments in the office of Recorder of Deeds of St. Louis County, Missouri.

IN WITNESS WHEREOF, the undersigned have approved this Amended and Restated Restrictive Agreement for River Bend Estates Additions 1, 2, 3, 4, 5, and 6 on the 29 day of March, 2005

William T. Ware
Trustee

Steven Flynn
Trustee

Robert McAllister
Trustee

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

I, Abdul R. Adlbi, a Notary Public, in and for the County and State aforesaid, do hereby certify that on the 29 day of March, 2005, personally appeared before me William Ware, Steven Flynn and Robert McAllister to me personally known to be the same person who executed the foregoing instrument and acknowledge that he executed it for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the year and day above.

ABDUL R. ADLABI
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires June 3, 2007

Abdul R. Adlbi
Notary Public

My Commission Expires: Jun 3, 2007