

*When OFE was developed, it was divided into 15 plats. Originally, each plat had its own Indenture of Restrictions and Trustees. On March 16, 1979, a St. Louis County Circuit Court consolidated these separate Indentures into one Restated Indenture of Restrictions for the entire subdivision (all 15 plats) that was to be administered by one set of Trustees. See "Old Farm Estates, Trustees v. Mike Kodner and Martin Kodner, Statutory for Kodner Development Company" (Cause No. 408841 in St. Louis County Circuit Court) for more detail. What follows is a compilation of the Restated Indenture of Restrictions for Old Farm Estates Subdivision with all of its amendments. It is transcribed from the original documents and intended for reference purposes only. There could be errors and omissions. For legal purposes, reader is cautioned to obtain the original, Restated Indenture and its subsequent amendments as recorded with the St. Louis County Recorder of Deeds.*

## **COMPILED INDENTURE OF RESTRICTIONS**

This Restated Indenture of Restrictions shall apply to all of Old Farm Estates Subdivision including Old Farm Estates Additions and Second Additions all being consecutively numbered as Plats 1 through 15, inclusive on record in the Office of the Recorder of Deeds as follows:

<u>Subdivision Name</u>	<u>Plat Book and Page</u>
Old Farm Estates Plat #1	Plat Book 114 Page 47
Old Farm Estates Plat #2	Plat Book 116 Page 24,25
Old Farm Estates Addn Plat #3	Plat Book 117 Page 10,11
Old Farm Estates Plat #4	Plat Book 118 Page 42
Old Farm Estates Addn Plat #5	Plat Book 120 Page 24,25
Old Farm Estates Addn Plat #6	Plat Book 121 Page 2
Old Farm Estates Plat #7	Plat Book 124 Page 63
Old Farm Estates Addn Plat #8	Plat Book 121 Pages 82,83,84,85
Old Farm Estates Addn Plat #9	Plat Book 122 Page 70,71
Old Farm Estates Addn Plat #10	Plat Book 124 Pages 48,49,50
Old Farm Estates Addn Plat #11	Plat Book 125 Page 52,53
Old Farm Estates 2nd Addn Plat #12	Plat Book 127 Page 8,9
Old Farm Estates 2nd Addn Plat #13	Plat Book 128 Pages 64,65,66
Old Farm Estates Plat #14	Plat Book 145 Page 70
Old Farm Estates Addn Plat #15	Plat Book 145 Pages 91,92,93

Said restated and reformed Indenture of Restrictions supersede and replace in their entirety previously recorded Indentures of Restrictions for Old Farm Estates Subdivision Plats 1 through 15 inclusive.

Grantor (Kodner Development Corporation) hereby grants, bargains, sells, conveys and confirms unto the Trustees, as joint tenants and not as tenants in common, and to the successor or successors of them:

A. All streets, roads, driveways, paths, sidewalks, walkways, common property, public utility easements, storm water sewers and drainage facilities, sanitary sewer trunk and lateral lines (but not including house sewer lines and pipes) contained in said tract;

B. Easements in, over, upon and across such portions of said tract as may be now or hereinafter designated as streets, roads, driveways and paths, walkways, sidewalks, parkways and common property and public utilities;

C. The rights, benefits and advantages of having ingress and egress from time to time over, along and across such streets, roads, lanes, paths, parkways, walkways, sidewalks, common property and public utility easements and easements for storm water and sanitary sewers, drainage facilities and appropriately beautifying and maintaining same, and constructing, maintaining and operating over, along and across any of said land used for any residential purposes, either above or underground, suitable supports or conduits or other means of conducting sewerage, stream, electricity, hot water, gas or other useful agencies provided that none of the supports, conduits, pipes, devices or appliances shall interfere with the lawful construction of any building constructed on said property.

TO HAVE AND TO HOLD the same to said Trustees and to their successor trustees forever IN TRUST for the Grantor and the present and future owners of each of the said lots into which said tract shall be subdivided, and said lots, and all of them shall forever remain subject to the burdens and entitled to liens involved in said easements and the said Grantor for itself and its successors and assigns and for in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its successors and assigns, to any part of the said property hereinabove described, hereby provide that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels or lots as may be purchased in said tract hereinabove described or the subdivision thereof; provided, however, that said easements are created and granted to the said Trustees by this Indenture and shall be available of and enjoyed only under and subject to such reasonable rules and regulations as said Trustees and their successors may make and prescribe or as may be made and prescribed under and by virtue of the provisions of this Indenture.

## I.

### **THE TRUSTEES AND THEIR SUCCESSORS**

The Trustees herein named, Mike Kodner, Martin Kodner and John Kodner shall serve as Trustees for the terms as enumerated in instrument recorded in St. Louis County Deed Record Book 5716 at Page 498 - their first successor trustees to serve terms of one, two and three years respectively. Upon the death, refusal to act or incapacity of any Trustee, the surviving Trustee or Trustees shall appoint a successor or successors to them who shall continue the term of said Trustee whom he or they succeed. At the termination of the terms of said Trustees their successors shall be elected as hereinafter provided. The owners of the lots in the above-described property shall cause an election to be held to fill the vacancy caused by the expiration of the terms of office of the Trustees and the newly elected Trustees shall hold their offices for the term of 3 years. After said first initial election the office of Trustee on becoming vacant for any reason whatsoever shall be filled by an election of the lot owners within the subdivision. Notice of meeting for the holding of any such election shall be mailed, first class to the last know mailing address of each lot owner at least 10 days prior to any such meeting, The owner or owners of property shall be entitled to one vote for each lot owned by him or them which may be cast in person or by proxy and the person or persons receiving a majority of the votes cast shall be declared elected.

*(Remainder of Article I was added by the 1st Amendment, January 5, 1980, recorded Book 7244 Page 1295)*

However, effective January 1, 1980, and thereafter, the procedures for electing and replacing Trustees shall be as set forth in this paragraph. Effective after the elections held in May, 1980, there shall be a total of up to fifteen (15) Trustees; eight (8) Trustees shall be elected "at large," and each of the other seven (7) Trustees shall be elected from each of seven districts and shall be a resident of said district. The districts are defined in the attached list describing by street addresses the homes contained in each district. The term of office of each Trustee shall be for three (3) years, except that the terms of office of the "district" Trustees who are elected in May of 1980 shall end in November of 1981. The owner or owners of each lot shall be entitled to one vote per lot for each vacant Trustee position and the person receiving the largest number of votes for a given position shall be declared elected. In the event of a tie, a run-off election shall be held between the tied candidates. A Trustee must be both a homeowner and a resident of the subdivision. Any Trustee who ceases to qualify concerning either of these requirements shall immediately forfeit his or her Trusteeship. There shall not be more than one Trustee from any one residence at the same time. Trustee elections for Trustees "at large" shall be held in May of 1980, and in May of every third year thereafter (1983, 1986, etc.). Trustee elections for "district" Trustees shall be held in May of 1980, November 1981, and in November of every third year thereafter ( 1984, 1987, etc.). All Trustee elections shall be held on the last Tuesday of the month when Trustee terms expire. At least ninety (90) days before the election date, the Trustees shall notify by mail all lot owners of the scheduled election and that nominations containing the nominee's signed statement of his or her willingness to serve will be accepted by the Board of Trustees up until sixty (60) days before the election. All voting shall be by mail, using the City and Village Tax Office or a similar disinterested agency. Such agency shall mail the ballots, after all qualified nominees have been listed, at least forty-five (45) days before the election to the last known mailing address of each lot owner, and said ballots are to be returned to the agency by mail for certification and tabulation. Ballots will be accepted and the valid ones counted if received by the designated agency at least six (6) days prior to the election date. Elected Trustees shall assume their offices immediately upon certification of the election results by such agency. The term of office of the Trustee appointed by the Developer shall remain unchanged, and it shall be one of the eight (8) "at large" positions. However, when such term shall expire in January, 1981, there shall be a vacancy to be filled in the same manner as a position vacated by forfeiture. In the May, 1980 election, only seven (7) "at large" positions will be open, unless the Trustee appointed by the Developer is not serving as Trustee at the time of the election, in which event eight (8) "at large" positions will be open for election. Any other Trustees serving prior to the election will have their terms of office terminated at the time the newly elected Trustees assume their offices. Upon death, refusal to act, or incapacity of any Trustee, or vacancy of a position through forfeiture, the remaining Trustees, by majority vote, may appoint a replacement or replacements, whose term or terms shall expire at the next regularly scheduled Trustee election for the category of Trustee being replaced. However, the remaining Trustees do not have to appoint to fill all vacancies, as long as there is a minimum of four (4) "at large" Trustees and a minimum of four (4) "district" Trustees. A quorum shall consist of a majority of the Trustees then acting, and all decisions are made, unless stated otherwise in this document, by a majority vote of those Trustees present at

the meeting of the Trustees. A Trustee who fails to attend three (3) consecutive regular Trustee meetings shall forfeit his or her Trusteeship. The Trustees shall hold regular Trustee meetings at 7:30 P.M. on the second Tuesday of each month, which meetings shall be open to all lot owners, and the location of such meetings shall be adequately publicized in advance. Special meetings may be called, but there must be a minimum of 72 hours notice, unless waived by all Trustees then acting. At the first Trustees' meeting following each election, the Trustees shall elect from among themselves a President, a Vice.-President, a Secretary, and a Treasurer. The Trustees shall hold a minimum of two (2) general meetings each year, which meetings shall be open to all lot owners, and the location and time of such meetings shall be adequately publicized in advance.

## **OLD FARM ESTATES SUBDIVISION**

### **DESCRIPTION OF DISTRICTS FOR THE PURPOSE OF REPRESENTATION OF THE BOARD OF TRUSTEES**

<u>District</u>	<u>Street</u>	<u>From #</u>	<u>Thru #</u>
ONE	Old Farm Drive	13005	13166
	Musket CT	it's entirety	
	Camphill Court	it's entirety	
	Old Bridge Drive	it's entirety	
TWO	Old Farm Drive	1221	1452
	Old Farm Drive	13174	
	Benbush Drive	it's entirety	
	Damask Court	it's entirety	
	Delft	it's entirety	
	Creve Coeur Mill Rd	1226	1322
	Heirloom	13200	13238
THREE	Bookbinder Drive	1509	1702
	Hobnail Drive	it's entirety	
	Hobnail Court	it's entirety	
	Shoemaker	it's entirety	
	Heirloom	1500	1547
	Creve Coeur Mill Rd	1604	1678
FOUR	Strawberry Way	it's entirety	
	Fourposter Court	it's entirety	
	Parquet Court	it's entirety	
	Walnut Way	it's entirety	
	Greenbough Drive	13076	13135
FIVE	Burlewood Drive	it's entirety	
	Gatehouse Court	it's entirety	
	Pickfair Drive	it's entirety	

SIX	Amiot Dr. (East Side)	13570	13668
	Bookbinder Drive	1810	1956
	Copper Kettle Court	it's entirety	
	Tandem Drive	it's entirety	
	Andiron Court	it's entirety	
	Greenbough	13140	13282
SEVEN	Amiot Dr. (East Side)	13432	13522
	Weatherfield Drive	13009	13193
	Barnhill Court	it's entirety	
	Beacongrove Drive	it's entirety	
	Pepperrell Drive	it's entirety	
	Roundstone Court	it's entirety	

## **II.**

### **RESERVATION OF EXPENDITURES**

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, walkways, sidewalks, recording fees, subdivision fees and consultation or any other fee, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

## **III.**

### **TRUSTEES' DUTIES AND POWERS**

The Grantor hereby invests the Trustees with the rights, powers and authorities described in this instrument, and with the following rights, power and authorities:

A. To exercise such control over the easements, streets, roads and lanes, sidewalks, walkways, entrances, lights, gates, common property, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines in the subdivision except those streets, roads and easements which are now dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, roads and lanes, etc., 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 and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on the plat of this subdivision.

B. To prevent in their own names as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law and relating thereto. This provision is intended to be cumulative and not to restrict the right of

any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

C. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, agents or employees shall not be deemed guilty or liable for any manner of trespass or any other tort for any such injury, abatement, removal or planting.

D. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts, proposed for construction and erection on the said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no building or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures, may be erected or structurally altered on any of the said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor.

E. To require a reasonable deposit in connection with the proposed erection of any building, or structure, fence, detached building, outbuilding, accessory building, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to subdivision improvements shall be repaired.

F. To establish and fix minimum costs which shall apply to buildings and structures which may be erected on said lots as the Trustees deem necessary and advisable in order to maintain an appropriate high character of the buildings and structures which may be erected on said lots. Minimum costs so established and effected shall at all times be subject to revision or abandonment at the discretion of the Trustees in order to provide that the buildings and structures which may be erected on said lots shall be reasonably uniform in character irrespective of cost or other circumstances.

G. The Trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them individually, or collectively, in their capacity as Trustees.

*(Section H. modified by the 2<sup>nd</sup> Amendment, November 29, 1983, recorded Book 7572 Page 2278)*

*(Section H. replaced by the 3<sup>rd</sup> Amendment, November 26, 1996, recorded Book 11041 Page 302)*

*(Section H. replaced by the 6<sup>th</sup> Amendment, October xx, 2017, recorded Book ##### Page ###)*

H. In order to pay necessary expenses of the Trustees in performing their functions hereunder, said Trustees shall from year to year determine the total amount required for general operating costs of the

subdivision including the pool and recreational facilities owned by the subdivision and any reserve funds set aside for future repair and replacement of common grounds and facilities. The total amount required shall be apportioned equally to all of the lots in the subdivision and shall be paid by the owners of such lots. The new annual lot assessment shall replace any and all prior annual amounts apportioned to each lot, which were previously capped at \$100,00 per lot. Beginning with the assessment year 2018, this amount shall be \$220.00 per lot. The annual lot assessment may be divided into two installments. The first installment shall be due on the December 31 which precedes the assessment year and the second installment if needed shall be due on March 31 of the assessment year. Beginning with the assessment year 2019, the Trustees are authorized to increase the annual lot assessment, in any one year, by an amount less than or equal to 5% of the prior year assessment amount but the assessment amount shall not exceed the sum of \$280.00 in any one year.

Prior to this amendment the annual lot assessment for assessment year 2017 was set at \$100.00 per lot and was due and payable December 31, 2016. This amount due December 31, 2017 therefore shall represent the first installment for the assessment year 2018. The second installment for assessment year 2018 shall be \$120.00 due and payable March 31, 2018.

The Trustees shall notify each lot owner of the amount due and shall demand payment within 30 days from the date of said notice. Said Trustees are empowered to file notice of assessment in the Office of the Recorder of Deeds of St Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice, a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust, and, if said amount not be paid within the time stated in said notice, it shall bear interest at a rate of 8% per annum from the date payment becomes due. Such lien shall be prior to and paramount to the lien of any deed of trust or other secured indebtedness or lien filed (recorded) after said notice has been filed against the property described in said notice, excepting only general and state taxes of the County of St Louis and State of Missouri, and any municipal subdivision thereof. Said Trustees are fully authorized and empowered to initiate suit in law or 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 reasonable attorney fees, in each and every case.

If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the annual lot assessment above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total additional assessment required. If such project and the assessment so stated shall be approved by affirmative vote of a 60% majority of the votes cast by mail-in ballots, each lot being entitled to one vote, the Trustees shall notify each lot owner of the additional assessment. All voting shall be by mail and use the City and Village Tax Office and/or similar disinterested agency. Such outline of the plan and estimated amount required shall be mailed to the last known address of each lot owner 45 days prior to the election date. The election date therefore shall become the date 45 days subsequent to the completion of such mailing. The limits to the annual lot assessment referenced above shall not apply to any special assessment made under the provisions of this paragraph.

I. The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank, protected by the Federal Insurance Deposit Corporation, at the best rate of

interest available. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

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

*(Section K. added by the 1<sup>st</sup> Amendment, January 5, 1980, recorded Book 7244 Page 1295)*

K. The Trustees shall be empowered to intervene in any and all matters that, in their judgment could reasonably be expected to have an effect on property values in the subdivision, including but not limited to, zoning, variances from zoning, special use permits, road developments and traffic matters.

*(Section L. added by the 1<sup>st</sup> Amendment, January 5, 1980, recorded Book 7244 Page 1295)*

L. Any project involving a total expenditure equal to more than fifteen percent (15%) of the total annual subdivision assessment shall require the affirmative vote of two thirds (2/3) of all the Trustees. All disbursements of Trustee funds shall be by check, and all the checks shall be signed by both the treasurer and one other Trustee Officer, and if the Treasurer is **not** available, then by two other Trustee officers. The Treasurer and the other three officers who are authorized to sign checks shall be bonded, and the bonding costs shall be borne by the Trustee funds. Income and expenditures shall be audited once a year by three Trustees other than officers, selected at random, and their report shall be mailed to each residence.

*(Section M. modified by the 2<sup>nd</sup> Amendment, November 29, 1983, recorded Book 7572 Page 2278)*

*(Section H. replaced by the 6<sup>th</sup> Amendment, October xx, 2017, recorded Book ##### Page ###)*

M. The Trustees are authorized to purchase and incorporate into the common property of the subdivision the five acre tract of land which contains the swimming pool and related recreational facilities and is located on Bookbinder Drive and surrounded by common property of the subdivision. The Trustees are authorized to operate such pool and facilities or cause another entity to operate such pool and facilities. The Trustees are authorized to borrow money and pledge such five acre tract as security. The Trustees are authorized to levy assessments upon the subdivision lot owners over and above all restrictions and limitations set forth in paragraph H of this article III to acquire such pool property and pay for all principal and interest payments but not for the operation of the pool and facilities, which operation is to be paid for the users thereof. However, such pool property acquisition assessments shall not exceed \$65.00 for the first year and \$26.00 each for the next four years, and there shall be no such assessment thereafter.

The Trustees are authorized effective January 1, 2018 to extend to all lot owners and members of their households residing in the subdivision use of the pool and recreational facilities during normal operating hours. The Trustees are authorized to fund all operating expenses of the pool and related recreational facilities. The Trustees are also authorized at their discretion to determine an appropriate guest fee policy and an appropriate policy for membership of non lot owners living inside the subdivision or living outside the subdivision. Access to the pool may be



restricted at the Trustees discretion for all lot owners with assessments delinquent in excess of 30 days and/or for members in gross violation of pool rules.

*(Section N. added by the 5<sup>th</sup> Amendment, January 29, 2013, recorded Book 20441 Page 934)*

N. The Trustees are authorized to incorporate a nonprofit corporation, under §355 of the Revised Statutes of Missouri, said nonprofit corporation shall be known as *Old Farm Estates Homeowners Association of St. Louis County* (“Association”), to conduct the affairs and business of the Subdivision, including the ownership and management of the real and personal property owned by the Subdivision, and to conduct all powers and restrictions as set forth in the Indenture, as amended, in the name of the Association. The duly elected Board of Trustees of the Subdivision shall be the directors of the Association, and shall elect among themselves the Officers of the Association, which shall be the same four Officers as are authorized under the provisions of the Restated Indenture, Article I.

#### **IV.**

### **RESTRICTIONS**

The Grantor herewith covenants with the Trustees, their successor or successors in trust, and all owners of lots in this subdivision, their grantees, lessees, assignees and heirs, that the following general restrictions shall apply to all lots in this subdivision except as otherwise provided, and each owner or owners of lots in this subdivision, their grantees, lessees, assignees and heirs covenants:

A. That no person may dwell in or occupy on any of said lots, any garage, outbuilding, trailer or other structures not designed as permanent or stationary, nor may any person use any of said lots or any building or structure thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That all lots in said subdivision shall be restricted to one (1) family residences only and not more than one (1) main building shall be erected on any one lot in the subdivision, nor shall any dwelling house be constructed or erected on any lot in this subdivision which does not comply with the requirements of the ordinances of St. Louis County, Missouri, provided, however, that nothing in these restrictions shall be construed to prevent Grantor, Trustees or the residents of the Subdivision from erecting and building, operating and maintaining a private bath and tennis club or swimming club for the benefit of the lot owners in the Subdivision.

C. That no livestock, poultry or other animals (except dogs or cats and those only as household pets to a limit of two) may be kept in or on any part of any lot in this Subdivision.

D. That no residence, accessory building or any portion of any lots shall be used as a boarding house, rooming house, club house or road house (except as provided hereinabove in the case of a private bath or tennis club or swimming club as set forth in paragraph 2 B.) or for any purpose other than that of a single family residential dwelling, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity

whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance, nor shall anything be done in or on any premises which may be or become a nuisance; in the judgment of the Trustees, to the owners or inhabitants of lots in said subdivision, provided however, that Grantor herein reserves the right to use and occupy one or more lots or display houses to be built by the Grantor in this subdivision as display houses, as its sales and construction office during the development of this subdivision, and until the last lot of said subdivision is improved and sold.

E. No temporary building, trailer, tent, garage or outbuilding shall be at any time used as a residence temporarily or permanently, nor shall any lot owner be permitted to house or park a trailer on any lot.

F. No fence of any kind may be erected on said lots without the prior written consent of the Trustees.

G. *(Section G. deleted by the 1st Amendment, January 5, 1980, recorded Book 7244 Page 1295)*

**V.**  
**ENFORCEMENT**

It is further provide, declared and agreed that if the owner or owners of said parcel of land or any lot or portion thereof, their heirs, executors, administrators, grantees, successors or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or omit to perform any covenant or restriction aforesaid, or rule or regulation of the Board of Trustees provided for here which by its provisions to be kept and be performed by it, or him, or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or for said Trustees in behalf of or for the benefit of themselves or any of said owners of lots or for any agent or agents chosen by the property owners aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission.

**VI.**  
**DURATION. AMENDMENTS. MODIFICATIONS**

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for twenty-five (25) years from the date of the Indenture (May 12, 1965) and shall, as then in force, be continued automatically, without further notice, for successive periods often (10) years each, provided, however, that nothing in this clause shall authorize any amendment to this agreement to the provisions respecting the terms of the first Board of Trustees which shall be fixed as stated and which shall not be subject to amendment, it being the intention of the parties hereto that the first name Board of Trustees shall hold office for the terms set forth hereinabove.

*(Remainder of Article VI. replaced by the 4<sup>th</sup> Amendment, November 23, 2004, recorded Book 17180 Page 2960)*

The provisions of this Indenture may be amended at an election by an affirmative vote of a 60% majority of the votes cast by mail-in ballot, each lot being entitled to one vote. The said election is to be called upon at least ten (10) days advance written notice addressed to the last known mailing address of each lot owner of Old Farm Estates Subdivision, In the event of an affirmative vote of a 60% majority of the ballots cast approving an amendment thereupon, the Trustees shall execute an affidavit stating the approval of the amendment, the portion of the Indenture of Restrictions to be deleted and any new language to be added thereto and cause same to be recorded in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri.

**VII.**

This Restricted Agreement shall be applicable to additional property to be developed as Old Farm Estates Subdivision which may be subjected to this Restriction Agreement by appropriate reference to it.