

**RESTATED INDENTURE OF TRUST  
AND RESTRICTIONS  
OF CLARKSON WOODS  
SUBDIVISION  
PLAT NOS. 1, 2, 3, 4 AND 5**

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This Restated Indenture of Trust and Restrictions is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Lot Owners of Plats 1, 2, 3, 4 and 5 of CLARKSON WOODS SUBDIVISION, as follows:

WITNESSETH:

WHEREAS, the County Council of St. Louis County, Missouri, by its Order dated December 5, 1974, approved a Density Development Procedure and a preliminary development plan for a parcel of land containing 124.257 acres, more or less, to be known as CLARKSON WOODS SUBDIVISION, along with an additional parcel of land of thirteen (13) acres which is to be part of said Subdivision's common ground, which parcels of land are described in Exhibit "A" annexed hereto and by reference made a part hereof, and

WHEREAS, The St. Louis County Planning Commission, in accordance with the provisions of Section 1003.183 of the SLCRO has approved the Development Plan of CLARKSON WOODS SUBDIVISION: and

WHEREAS, the land described in Exhibit "A", attached hereto, has been subdivided and plats thereof designated CLARKSON WOODS PLAT NO. 1, CLARKSON WOODS PLAT NO. 2, CLARKSON WOODS PLAT NO. 3, CLARKSON WOODS PLAT NO. 4 and CLARKSON WOODS PLAT NO. 5 are recorded in the St. Louis County Recorder's Office pursuant to and in conformity with Ordinance Section 1003.183 SLCRO, as follows:

Plat No. 1 is recorded in Plat Book 161, Pages 80-83

Plat No. 2 is recorded in Plat Book 167, Page(s) 66

Plat No. 3 is recorded in Plat Book 167, Pages 74-75

Plat No. 4 is recorded in Plat Book 173, Pages 94-95

Plat No. 5 is recorded in Plat Book 173, Pages 96-97; and

WHEREAS, all "Common Ground" for parks and recreation areas or other purposes shown on any plat subdividing any part of the land described in Exhibit "A" shall be for the joint and common use of the present and future Owners of any Lot platted of record established by subdivision of any land described in Exhibit "A"; and

WHEREAS, there have been designated, established and recited on the recorded plats of CLARKSON WOODS SUBDIVISION certain streets and certain easements which are for the exclusive use and benefit of the Owner or Owners of the Lots shown on said subdivision plats (except those streets or easements which are now or may hereafter be dedicated to public agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks, and other facilities and public utilities for the use and benefit of the Owner of the Lots shown and to be shown on said plats of the above-described tract; and

WHEREAS, each of Plat Nos. 1, 2, 3, 4 and 5 of CLARKSON WOODS SUBDIVISION have been subjected to a separate, but nearly identical, Indenture of Trust and Restrictions of Clarkson Woods which are recorded in the St. Louis County Recorder's Office, as follows:

Indenture of Trust and Restrictions for Plat No. 1 is recorded in Book 6795, Page 1889

Indenture of Trust and Restrictions for Plat No. 2 is recorded in Book 6879, Page 1416

Indenture of Trust and Restrictions for Plat No. 3 is recorded in Book 6880, Page 754

Indenture of Trust and Restrictions for Plat No. 4 is recorded in Book 6958, Page 106

Indenture of Trust and Restrictions for Plat No. 5 is recorded in Book 6958, Page 217; and

WHEREAS, the Indentures of Trust and Restrictions for Plat Nos. 1, 2, 3, 4 and 5 have been amended from time to time; and

WHEREAS, by Amendment, Modification and Change of Indentures of Trust and Restrictions of Clarkson Woods Plats 1, 2, 3, 4, 5, St. Louis County, Missouri recorded in Book 7250, Page 927 of the St. Louis County Recorder's Office ("Consolidation Amendment"), the respective Directorships of Plats 1, 2, 3, 4 and 5 were consolidated into a single Directorship for the common governance of all five plats; and,

WHEREAS, it is the purpose and intention of this Restated Indenture: to consolidate into a single instrument and thereby replace in their entirety the Indentures of Trust and Restrictions for Plats Nos. 1, 2, 3, 4 and 5, as amended; to revise, update and generally improve the original Indentures; and, to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adopting of a common neighborhood plat and scheme of restrictions for Plat Nos. 1, 2, 3, 4 and 5 and to apply that plan and restriction not only to all of said land and every parcel, and all "Common Ground" but also in favor of or against said parcel as against or in favor of all other parcels within said areas in the hands of the present or subsequent Owners thereof, and mutually to benefit, guard, and restrict present or future title holders of any or all of said parcels and to foster the health, welfare, safety, and morals or all who own or reside in said areas; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein, any and all of which are hereafter termed "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several Lots covered by this instrument; and,

NOW, THEREFORE, in consideration of the recitals hereto and of the mutual promises, covenants, and agreements made by the Lot Owners to each other, the parties hereto covenant and agree to and with each other, for themselves, and their successors and assigns, and for and upon behalf of all Persons who may hereafter derive title to or otherwise hold through them, their successors or assigns, any of the Lots and parcels of land in PLAT NOS. 1, 2, 3, 4 and 5 of CLARKSON WOODS SUBDIVISION, as follows:

## **ARTICLE I:** **DEFINITIONS**

1. **“Association”** means the Clarkson Woods Subdivision Association, Inc. and its successors and assigns, which may be organized as a Missouri nonprofit corporation by virtue of filing Articles of Incorporation (“Articles”) with the Missouri Secretary of State.
2. **Board of Directors” or “Board”** means the body designated to act on behalf of the Association comprised of duly elected or appointed Directors.
3. **“Common Expenses”** means expenses or financial liabilities of the Association, including reasonable reserves as may be established by the Association.
4. **“Common Ground” or “Common Property” or “Common Areas”** means all the common areas depicted on the Plats as being Common Ground of the Subdivision and easements or other property rights held and operated by the Association for the common use, enjoyment and benefit of Owners and residents of the Subdivision. These three terms may be used interchangeably and are not intended to have separate meanings.
5. **“Directors”** shall mean the duly elected or appointed directors of the Association whose duties and powers are proscribed in this Indenture and the By-laws.
6. **“Effective Date”** means the effective date of this Restated Indenture of Trust and Restrictions which shall be the date of recordation by the St. Louis County Recorder’s Office.
7. **“Family”** means one or more individuals living together and subsisting in common as a single non-profit housekeeping unit related by blood, marriage, or living as domestic partners. However, in no case shall the total number of persons residing in a dwelling exceed two individuals per bedroom.
8. **“Governing Documents”** means this Indenture, the Plats, Articles of Incorporation, By-Laws, and Rules, as may be amended from time to time.
9. **“Indenture”** means this Restated Indenture of Trust and Restrictions of Clarkson Woods Subdivision Plat Nos. 1, 2, 3, 4 and 5, as may be amended from time to time.
10. **“Lot”** means and refers to the subdivided parcels of land shown on the record Plats of the Clarkson Woods subdivision, presently 283 in total, excepting the Common Property.
11. **“Lot Owner or Owner”** means and refers to the owner or owners of record, whether one or more Persons or entities of the fee simple title to a Lot but shall not mean or refer to a Mortgagee unless and until such Mortgagee acquires fee simple title to a Lot.

**12. Member**" means a Lot Owner or the duly designated representative of a Lot Owner.

**13. "Member in Good Standing"** means and refers to a Member that is neither delinquent in the payment of assessments, fines, fees or other charges due the Association nor the subject of an unresolved violation notice. An Owner who is not a Member in Good Standing may not vote on any Association matter nor serve as a Director or Officer of the Association. An Owner not a Member in Good Standing shall not be counted for the purposes of a quorum at any meeting of the Members.

**14. "Mortgagee"** means and refers to the holder or servicer of a mortgage, or the trustee and beneficiary of a deed of trust, encumbering a Lot.

**15. "Nonprofit Corporation Act or NCA"** refers to the Missouri Nonprofit Corporation Act, Chapter 355, Revised Statutes of Missouri.

**16. "Person(s)"** means an individual, corporation, limited liability company, partnership, trust or other legal entity capable of holding title to a Lot.

**17. "Plat or Plats"** means and refers to one or more of Clarkson Woods Plat Nos. 1, 2, 3, 4 and 5 as filed for record with the St. Louis County Recorder's office.

**18. "Property"** means and refers to the entire Clarkson Woods subdivision property, including all Lots and Common Property as depicted and legally described on the Plats and on Exhibit A attached to this Indenture.

**19. Single-Family Dwelling**" means and refers to a residential building constructed on a Lot intended for use as a single dwelling unit and inhabited by one Family.

**20. "Subdivision"** means the Clarkson Woods Subdivision as established by the Plats, including without limitation all Lots, Common Property, Easements and Dedications.

## **ARTICLE II:** **ASSOCIATION OF LOT OWNERS**

- 1. Creation, Name.** There shall be a homeowners' association, the name of which shall be "Clarkson Woods Subdivision Association, Inc." ("Association"). The Association may be organized as a Missouri nonprofit corporation under the NCA. In the event the Association is not organized as a nonprofit corporation, it nevertheless shall have full authority to exercise its rights and responsibilities under the Governing Documents.
- 2. Ratification of Incorporation of Association.** The Clarkson Woods Subdivision Association, Inc. was created as a Missouri nonprofit corporation under the NCA by the filing of articles of incorporation with the Missouri Secretary of State on April 30, 2013. The corporate charter

number is N01311414. No vote of Lot Owners to approve incorporation was taken preceding the filing of the articles of incorporation. By approval of this Restated Indenture the Lot Owners hereby ratify the decision to incorporate the Association in 2013 as a Missouri nonprofit corporation and all subsequent actions taken by, or in the name of, Clarkson Woods Subdivision Association, Inc. on behalf of the subdivision and Lot Owners from April 30, 2013 to the Effective Date of this Restated Indenture. The Lot Owners further hereby approve conveyance of all Clarkson Woods Subdivision Common Ground from the Directors to the Association and continued operation of the Association as a Missouri nonprofit corporation from the Effective Date of this Restated Indenture forward.

- 3. Membership.** Each Lot Owner is automatically a Member of the Association by virtue of record Ownership of a Lot. Membership at all times shall consist exclusively of all of the Lot Owners.
- 4. Authority.** No Lot Owner, except an Officer of the Board, shall have authority to act for the Association, unless expressly authorized in writing by the Board.
- 5. Board of Directors.** There shall be a Board of Directors (“Board”) which shall act on behalf of the Association in all matters except as expressly limited by the Governing Documents. The Board of Directors shall replace in all respects the Trustees and Trusteeships established by the original Indentures of Trust and Restrictions for Plat Nos. 1, 2, 3, 4 and 5, respectively, and as consolidated by the Consolidation Amendment. The Board of Directors shall be deemed to be the board of directors under the NCA so long as the Association is incorporated as a nonprofit corporation.

### **ARTICLE III:** **EASEMENTS AND PROPERTY RIGHTS**

1. Every Owner and resident of the Property subject to this Indenture shall have a right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
  - 1.1.** The right of the Directors to take such steps as are reasonably necessary to protect the Common Property; and
  - 1.2.** The right of the Directors to adopt rules and regulations governing the use of Common Property; and
  - 1.3.** The right of the Directors to suspend the voting rights and the right to use of the recreational facilities by any Member who is not in Good Standing or the occupants of such Member’s Lot; and

- 1.4.** The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Property and require licenses and license fees where it is deemed necessary by the Directors; and
- 1.5.** The right of the Directors to dedicate or transfer all or part of the Common Property, or grant such easements and rights of way in and to the Common Property, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the Subdivision; provided that, subject to the foregoing exception, no conveyance or transfer of all or any of the Common Property shall be effective unless an instrument agreeing to such conveyance or transfer has been approved by sixty percent (60%) of the Owners at a meeting of the Members or consented to in writing and signed by at least sixty percent (60%) of the Members; and
- 1.6.** The right of Owners to perpetual easements over any part of the Common Property for such portion of their dwelling unit that may overhang any Common Property, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Property, then the right of said Owner of ingress and egress over such particular portion of the Common Property; and
- 1.7.** The right of the Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Property; and
- 1.8.** The right of the Directors to acquire additional Common Property for the Association.

- 2.** The Common Property or Common Areas as described and depicted on the Plats are hereby conveyed to the Association and shall be held for the benefit, use, and enjoyment of the present and future Owners of Lots of the Subdivision and their guests. Owners must accompany their guests and shall be responsible for their activities, including any damages to persons or property. The Directors may by proper instrument, record, and evidence the Association's legal title to the Common Properties or Common Areas.
- 3.** Every sewer and utility easement on each Lot shall constitute an easement for sewer and utility purposes to serve any other Lot or Common Property.
- 4.** If any sewer or other utilities or connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such sewer and utilities or connections, the sewer or utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the sewer or utility line or connection is located for the repair, maintenance, and replacement of such line or connection.
- 5.** There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot to make reasonable repairs, perform maintenance or replace improvements on the Owner's adjoining Lot. The owner seeking entry shall provide reasonable notice to the owner of an adjoining lot of intent to enter and the reason

for the entry. Any damage caused by the entry shall be repaired at the cost of the owner causing the damage.

6. Should any portion of any Single Family Dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such Single Family Dwelling or other improvement, planting or tree shall have a license to enter upon such adjacent Lot for necessary repair and maintenance of such overhanging or encroaching portion of such Single Family Dwelling or other improvement or to trim such overhanging or encroaching planting or tree, provided, however, no such encroachment or overhang shall ever constitute an adverse use against the adjoining Owner(s).
7. The Directors and their agents shall have the right of entry over and upon the Lot of any Owner to inspect, maintain or repair the Common Property. Any damage caused by such entry and activity to the Owner's Lot shall be repaired at the cost of the Association or its agent(s).
8. Anything to the contrary in this Indenture notwithstanding:
  - 8.1. Perpetual cross easements for utilities and sewers are hereby established over such utility and sewer easements as may be established of record in any subdivision of land described in Exhibit "A", to the end that the present and future Owners of any Lot in any such subdivision, and any utility shall have access to all such easements in all such subdivisions for utility and sewer purposes.
  - 8.2. Perpetual cross easements are hereby established over all streets as may be shown on any plat subdividing the land described in Exhibit "A", to the end that the present and future Owners of any Lots subdivided from said land, their guests and invitees, may use such streets for ingress to and egress from said Lots from and to a public right of way and to the Common Ground shown on the plat of any subdivision plat.
  - 8.3. Perpetual cross easements in favor of the present and future Owners of all Lots as may be shown on any future record plat of land described in Exhibit "A", are hereby established over the Common Ground (and facilities thereon) for the use and enjoyment of such Common Ground and facilities thereon, jointly and in common with the Lot Owners of Lots encumbered by these restrictions. All rules and regulations promulgated by the Directors governing the use of Common Ground shall be applied in a uniform, non-discriminatory manner at to all persons entitled to use such Common Ground.

## **ARTICLE IV:** **ASSOCIATION DUTIES AND POWERS**

The Association, acting by and through the Board, except where otherwise expressly required or limited, shall have the following rights, powers, and authorities:

1. **Common Ground.** To acquire and to hold all "Common Ground" hereinabove referred to and hereafter conveyed to the Association for the purposes described in this Indenture.

2. **Easements and Infrastructure.** To exercise such control over the easements, streets, drives and roads (except for those easements, streets, and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, sidewalks, gates, common land, trail systems, walkways, rights of way, park areas, pipes, and disposal and treatment facilities as may be shown on the recorded plats of the subdivision encumbered by this Indenture, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, drives, roads, common ground, trail systems, walkways, rights of way, etc., by the necessary public utilities and other, including the right to them and others to whom they may grant permission to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and dwellings shown on the Plats. To abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when the Board of Directors determines that it is in the best interest of the Subdivision that same be abandoned.
3. **Common Land Maintenance and Improvement.** To exercise control over, transfer or sell the Common Land as shown on the Plats; to pay real estate taxes and assessments on said Common Land, if any, out of the general assessment hereinafter provided for; to maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, recreation, entertainment, education and general use of the Lot Owners of said subdivision all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions including reasonable fees and charges for the use of said Common Land and all improvements thereon, all for the benefit and use of the Lot Owners of Clarkson Woods Subdivision.
4. **Street Dedication.** Publicly to dedicate any private streets constructed or to be constructed on said Common Land and, whenever such dedication would be accepted by a public agency, in the event the recorded plats do not provide for public use and maintenance.
5. **Eminent Domain.** In the event that it shall become necessary for any public agency to acquire all, or any part of the property herein conveyed to the Association for any public purpose, the Board is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Association need be named a party, and in any event the proceeds received shall be held by the Association for the benefit of those entitled to the use of the Common Property, roads, or easements.
6. **Enforcement of Restrictions and Rules.** To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any

rules and regulations issued by the Board covering the use of the Common Land or Lots, or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed in his or her own behalf, but the power and authority herein granted to the Board is intended to be discretionary and not mandatory.

7. **Lot Maintenance.** 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, to maintain and repair any improvements on neglected Lots, as reasonably determined in the discretion of the Board. In such cases the Board shall provide the Lot Owner written request for corrective action commencing within not less than thirty days and completed within a reasonable period of time after commencement. If the Lot Owner fails to comply with the request within a reasonable time, the Board may perform the corrective action and the Owner may be charged with the reasonable expenses so incurred which shall also constitute a lien upon the Lot in favor of the Association, enforceable in the same manner as an assessment lien hereunder. The Board or its agents or employees shall not be deemed guilty or liable for any manner of trespass or any other act for any such injury, abatement, removal, or planting.
8. **Architectural Control and Approval.** To consider, approve or reject any and all plans and specifications or any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, hot tubs, swim spas or tennis courts proposed for construction and erection on a Lot, or proposed additions to such buildings, or alterations in the external appearance of buildings already constructed. It being provided that no structure listed in the prior sentence may be erected or structurally altered on any Lot without prior written approval of the Directors of the plans and specifications and the grade proposed. In the event the Directors fail to approve or disapprove a Lot Owner's written proposal within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings and other outbuildings have been submitted to and received by them, approval will not be required, and the applicable restrictions shall be deemed to have been fully complied with.
9. **Construction Deposits.** To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached buildings, outbuilding, swimming pool, tennis court or other structure on any Lot in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots, and that any and all damages to subdivision improvements shall be repaired. The deposit amount required by the Board shall be discretionary and shall not be a maximum limit on the liability of a Lot Owner for debris removal and repair of damages to improvements.
10. **Building Standards.** To establish and fix minimum costs which shall apply to buildings and structures which may be erected on a Lot as the Directors deem necessary and desirable in order to maintain a high character of the buildings and structures which may be erected on a Lot. Minimum costs so established shall at all times be subject to revision or

abandonment at the discretion of the Directors in order to provide that the buildings and structures which may be erected on a Lot shall be fairly uniform in character irrespective of cost or other circumstances.

11. **Public Health and Safety Services.** The Directors may, but shall not be required to, provide the Subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage, and may otherwise provide for the public health, safety, welfare and morals of property and assume contracts for such purposes covering such periods of time as the Directors may consider advisable.
12. **Administration of Property.** The Directors may receive, hold, convey, dispose of and administer IN TRUST for any purpose mentioned in this Indenture, any gift, grant, conveyance or donation of money or real or personal property.
13. **Contracts, Hiring and Litigation.** The Directors 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, attorneys, accountants, servants, clerks, other employees and labor as they deem necessary or advisable, and may institute and prosecute such suits as the Directors deem necessary or advisable, and defend suits brought against the Association or the Board Members in their capacity as Directors, or against the Association's agents and employees.
14. **Public Benefit Lighting and Maintenance.** At the discretion of the Board, in the interest of the health, welfare, safety and morals of the Lot Owners and residents now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, or County or Municipal Regulation, the Board shall have the right and power:
  - 14.1. To provide lights on streets, parks, gateways, entrances, common property and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes, and pedestrian ways and to clear streets, gutters, sidewalks and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim, and protect trees, shrubbery, and vegetation on streets, public property, common property and elsewhere in the interest of health, welfare, safety, and morals within the Property subject to this Indenture.
  - 14.2. To exercise control over easements, drives, trail systems, walkways and rights-of-way (except those dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and ensure their proper use by the necessary public utilities and others, including the right to construct, operate and maintain on, under and over said easements, drives, trail systems, walkways and rights-of-ways, street lights sewers,

pipes, poles, wires, and other facilities and public utilities for service to the Lots, and to establish traffic regulations for use of streets, drives and walkways.

**14.3.** To operate and maintain storm water control easements and facilities serving any portion of the Property which have not been accepted for maintenance by a Lot Owner or appropriate public body, agency or utility company.

**14.4.** To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery, and vegetation within any right-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or sign or in such other manner as the Board deems appropriate.

**15. Operation and Maintenance of Common Property.** The right and power to establish, operate, conduct, regulate, maintain and repair such Common Property, buildings, and facilities as may exist or be established on the Property subject to this Indenture; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation of the Common Property and in every and all respects govern the operation, functioning, and government of the Common Property.

**16. Finances.** The Board shall deposit all Association funds in an account protected and insured by the Federal Deposit Insurance Corporation. The Board shall prepare and publish to the Owners, as soon as reasonably practicable, an accurate statement of financial condition of the Association including a reconciliation report of all income and expenses for the preceding fiscal year.

**17. Liabilities, Insurance and Loans.** The Board shall have the full and unqualified right, power, and authority concerning all of the property, real, personal or mixed, owned by the Association to:

**17.1.** Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Board's powers and duties hereunder including the construction of improvements;

**17.2.** Purchase insurance against all risks, casualties and liabilities of every nature and description including, but not limited to, general liability, property damage, officers and director's liability and fidelity coverages;

**17.3.** To borrow money against, encumber or hypothecate, make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on against the Association's property, real or personal;

**17.4.** To make all types of permanent, temporary, construction or other loans;

- 17.5. To use, handle, manage, control, operate, hold, deal in the Association's real and personal property, limited only as provided in this Indenture or by law.
18. **Nonprofit Corporations Act.** The Board shall have all powers and duties authorized under the NCA.
19. **Action of Board of Directors.** All rights, powers, duties, privileges and acts of every nature and description conferred upon the Board of Directors by this Indenture or the By-laws may be exercised and executed by a majority of the Directors unless otherwise provided herein.
20. **Hire Agents, Accountants, Attorneys and Litigate.** The Board may employ agents, accountants and other professionals and employees as deemed necessary or advisable, employ legal counsel to advise the Board or to institute and prosecute suits and to defend suits brought against the Association or the Board Members individually.
21. **Indemnification of Board Members.** Directors shall not be personally liable for acts in the performance of their duties, except for intentional acts, acts of dishonesty or criminal act. The Association shall indemnify and hold Directors harmless, including legal fees and costs of defense, from all such included acts to the extent permitted by law.
22. **Compliance with Local Laws.** Notwithstanding any other provisions of this Indenture, the Board shall comply with all subdivision and other ordinances, rules and regulations of St. Louis County and the City of Chesterfield, Missouri. The Board shall make provision for maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public entity or utility.
23. **Licensing.** The Board may enter licensing agreements with commercial entities for management and operation of any portion of the Common Properties, including without limitation, recreational facilities and related concessions, all for the benefit of the Owners and residents of the Subdivision.
24. **Entrance Monuments.** The Board, upon required governmental approval, may erect ornamental entrance monuments to the Subdivision. Such monuments shall be located on the street corners and/or median within the street right of way and adjacent easements as may be shown on the Plats. The Board shall maintain and repair such monuments together with related equipment, utility services and landscaping.
25. **Common Ground Conveyance Upon Termination of Association.** In the event the Association is terminated and the Subdivision Plats are vacated, the Association, prior to termination, by and through the Directors shall convey, by Warranty Deed, all of the Common Ground, if any, to the then Lot Owners of Clarkson Woods Subdivision (created out of land described in Exhibit "A", and regardless of Plat number) as joint tenants, but

the rights of said joint tenants shall be only appurtenant to and in conjunction with their respective ownership of Lots in the Subdivision and any conveyance or change in ownership of any Lot shall carry with it an undivided ownership interest in Common Property so that ownership of a Lot shall carry with it, without specifically mentioning it in the title, all the incidents of ownership of the Common Property as a joint tenant in common with all other Lot Owners.

## **ARTICLE V** **ARCHITECTURAL CONTROL**

1. No building, structure, fence, wall, detached building, swimming pool, spa, swim spa, hot tub, tennis court, antenna tower, flagpole, satellite dish, driveway exceeding 18 feet wide or another improvement of any sort shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration including, but not limited to, changes in paint color, siding roofing, front door, windows, fences, decks, driveways, in-ground pools, spas, hot tubs, outbuildings, additions, solar panels or generators, in any improvement thereon be made, nor shall any change in grade or slope of any Lot be made, until all plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, location of entrances and driveways, and configuration of all improvements upon said Lot shall have been submitted to and approved by the Directors in writing. The Lot Owner requesting approval shall request written confirmation of the Director's receipt of the Lot Owner's required submissions. All requests for approval submitted to and received by the Directors shall be deemed approved if no written response is given within thirty (30) days of the Director's confirmation they received the required submissions (including all information and documents required by board policy).
2. All decisions rendered by the Directors shall be deemed final. Concerning architectural approvals, the Directors, at their option, may appoint an architectural review committee comprised of not less than three nor more than five Lot Owners to review all proposed construction and submit recommendations of approval or disapproval of the same to the Directors. A majority of any Architectural Review Committee appointed by the Directors shall be sufficient to make a recommendation to the Directors and a majority of the Directors shall be sufficient to grant or deny such approval.
3. The Directors or their designated Architectural Review Committee shall undertake such review using as its standard the existing architectural styles, colors, designs, size, cost, quality and construction materials currently within the Subdivision to preserve the aesthetic and architectural consistency of the improvements lying within the Subdivision.
4. When any such plans and specifications have been approved, they must be strictly followed and adhered to. No structure shall be erected on any Lot nearer to any roadway right-of-way line than is permitted by local governmental ordinances, codes, and regulations then in effect.

5. All additions, alterations, and improvements to the Lots and Common Properties shall not, except according to prior approval of the Board of Directors, cause an increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.
6. No Lot Owner may change the appearance of the improvements within or upon the Common Properties.
7. Neither the Directors nor their designated Architectural Review Committee shall approve the construction or erection of any transmission antennae of any kind.

## **ARTICLE VI:** **COVENANT FOR MAINTENANCE ASSESSMENTS AND RESERVES**

1. **Purpose of Assessments.** The assessment(s) and/or charge(s) levied under this Section shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties or for maintaining the market value of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto, the establishment of reasonable reserves and for the cost of labor, equipment, materials, management, and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.
2. **Covenant to Pay Assessments.** Each Owner, regardless of the manner of title acquisition to a Lot, covenants to pay and shall be personally liable for all assessments including special assessments and other charges coming due while a Lot Owner. The Owner at the time an assessment is due shall be personally liable for the assessment together with such charges as may be imposed pursuant to the Indenture. Personal liability for an assessment or other charges shall not pass to a successor in title unless the successor agrees to assume the obligation. Such personal obligation for assessments may be enforced by the Association by lawsuit.
3. **No Waiver of Liability.** Liability for assessments is an independent and affirmative covenant that may not be avoided by waiver of the use of the Common Property, services rendered by the Association, by abandonment of the Lot, or by reliance upon any claims against the Association, Board, another Owner, or any third party.
4. **Budget Preparation and Ratification.** The Association's fiscal year shall be the calendar year, commencing January 1. Not later than November 1<sup>st</sup> of each year the Board shall adopt an estimated budget for the following fiscal year, including an estimate of the income and expenses of the Association and a reasonable sum for reserves, and each Owner's assessment amount to provide for the Common Expenses for the forthcoming fiscal year. The budget shall include a schedule of late fees and interest to be charged against delinquent assessment accounts. By or before December 1<sup>st</sup> of each year the Board shall notify in writing all Lot

Owners the amount of, and the due date for, the annual assessment for the next fiscal year together with a copy of the estimated budget.

5. **Payment Schedule and Acceleration.** Unless otherwise indicated by the Board in writing to the Lot Owners, payment in full of the annual assessment shall be due on January 31<sup>st</sup> each year. Payment of the annual assessment shall be deemed delinquent if not received by the Association or its designated agent by March 1<sup>st</sup> of that same year. In its discretion the Board may, in the notice of the annual assessment, declare an annual assessment due in quarterly or monthly installments. Any assessment due in installments shall be deemed delinquent if not paid within thirty days of the installment's due date. In the event an installment payment is sixty days or more delinquent, the full amount of such assessment may be accelerated and collected as specified in this Article.
6. **Supplemental Annual Assessments.** If at any time during an assessment year, the Board determines in its discretion that the annual assessment will not provide sufficient funds during the fiscal year to cover the expense of items in the proposed budget and/or the expense of any items not indicated on the proposed budget which may occur and are reasonably necessary to the general operation of the Association and/or the Common Properties, then the Board may levy an additional supplemental assessment for the remainder of the fiscal year in the amount necessary to cover the anticipated revenue deficit for that year. Written notice of a levy of a supplemental assessment shall be given to each Lot Owner and payment shall be made as directed by the Board in such notice. The Association may retain any funds not spent in a fiscal year as reserves for future expenses.
7. **Special Assessments.** In addition to the annual assessment herein authorized, there may be levied at any time special assessments to defray, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or another right-of-way provided for the benefit of the Lots and Lot Owner subject hereto, the acquisition of Common Ground adjacent to the Property or any other non-routine expense recommended by the Directors, including the provision, in the Board's discretion, of necessary fixtures or personal property related thereto. A special assessment adopted pursuant to this section shall require either: (1) the approving vote of a majority of Members voting, in person or by proxy, at a meeting duly called for such purpose per the Bylaws at which a quorum is present; or, (2) the written consent of two-thirds of the Members in Good Standing. The provisions of this Article for the establishment of due dates, the effect of nonpayment and remedies for enforcement shall apply to any special assessment levied.
8. **Special Assessments for Lot Maintenance or Repairs.** After written notice to a Lot Owner and opportunity to be heard and/or to cure, the Board may levy a special assessment against a Lot Owner and Lot for all costs and expenses incurred by the Association for the purpose of making repairs or performing maintenance, deemed necessary in the Board's discretion, to a Lot or improvements thereon which the Owner, after written notice and reasonable opportunity to act, has failed or refused to make. If a Lot Owner or his/her relative, employee, agent, invitee, guest or tenant shall cause damage to the Common Properties the Board, after written notice to the Lot Owner and reasonable opportunity to be heard may levy a special assessment

against a Lot Owner and Lot for all costs and expenses incurred by the Association for the purpose of making repairs or performing maintenance to the Common Properties damaged.

**9. Reserves.** In order to determine a reasonable sum to be set aside annually for reserves as part of the annual budget estimate, the Board shall commission a reserve study by an engineer, architect or other suitable professional for the purpose of identifying all Common Property components subject to wear and tear and periodic repair or replacement, estimating the future costs of repair or replacement of such components and calculating over a twenty to thirty year span the appropriate amount of reserves to accumulate each fiscal year in order to pay for such repairs or replacements. Following creation and acceptance of an initial reserve study, the study should be updated not less than every five years.

**10. Lien for Assessments.** In addition to each Owner's personal liability under Section 2 of this Article, the Association has a lien against a Lot for any assessment (annual, special or otherwise) from the time the assessment becomes due.

**10.1.** A lien under this Section is prior to all other liens and encumbrances on a Lot except for:

**10.1.1.** Liens for real estate taxes and other governmental assessments or charges against the Lot; and,

**10.1.2.** Any mortgage or deed of trust recorded before any assessments are delinquent. However, any mortgage or deed of trust recorded on or after the Effective Date of this Indenture shall be junior to the Association's lien for assessments.

**10.2.** The Association's lien shall be deemed perfected upon recording of this Indenture. A notice of the Association's lien, in the Board's discretion, may be recorded in the office of the St. Louis County Recorder of Deeds.

**10.3.** If an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until sixty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

**10.4.** The Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate by power of sale under Mo. Rev. Stat. Sections 443.290 to 443.440 (2000). This remedy is independent of the Association's rights and remedies to recover against an Owner's personal obligation.

**10.5.** In the case of any foreclosure of the Association's lien, the Association may give notice of its action to each lien holder of record whose interest would be affected.

**10.6.** A lien in favor of the Association is not subject to the provisions of Mo. Rev. Stat. Section 513.475 (2000) (homestead exemption).

**10.7.** Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure.

**11. Interest and Late Fees.** Assessments (and any installments thereof, if any) shall bear interest from the due date until payment is received at the rate of twelve percent (12%) per annum, or any other legal rate (not exceeding 18%). If any annual assessment is not received by December 31<sup>st</sup> of the year in which it was levied, the Board shall charge a late fee of \$100.00. The rate of interest and amount of late fee may be changed by the Board, from year to year, in its discretion at the time of adoption of the annual budget estimate.

**12. Costs and Attorney's Fees.** The Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent assessments. A judgment or decree in any action brought to recover unpaid assessments shall include costs and reasonable attorney's fees for the prevailing party. The Association may use the services of a collection agency and/or attorney to recover unpaid assessments, late fees, interest, costs or other charges due the Association. The Member shall be responsible for reasonable attorney's fees incurred by the Association, whether or not a lawsuit or lien foreclosure action is commenced.

**13. Exemptions.** The Common Properties and any Lot exempt from taxation under the laws of the State of Missouri shall be exempt from assessments, except for parsonages or tax-exempt property used as a residence which shall be subject to all assessments contemplated and authorized in this Indenture.

## **ARTICLE VII** **RESTRICTIONS**

The following restrictions and conditions are imposed upon all the Lots and Common Ground in the Subdivision:

- 1. Compliance with Ordinances and Zoning.** Each Lot shall be used only for such purposes as shall be permitted by the applicable zoning ordinances of the City of Chesterfield and St. Louis County, Missouri. Any building erected, placed or permitted to remain on any Lot shall meet all applicable building and zoning codes of the City of Chesterfield and St. Louis County, Missouri.
- 2. Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the direction of flow of drainage channels in the easements. The easement area of each Lot, and all improvements in it, shall be maintained continuously by the owner of

the Lot, except for those improvements for which a public authority or utility company is responsible.

## **2.1. Water Flow in Lot Easements and Swales**

**2.1.1.** No water course or finished grade which is once approved and established shall be altered or changed without the express written approval of the Directors. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on this recorded plat of said Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard 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 Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**2.1.2.** In the event of water flow diversion and/or accumulation caused by the placing of a structure, planting or other material in an easement or swale by one or more Homeowners, water flow must be restored based on a Board approved plan at Lot Owner's expense. Said situations are not eligible to be "grandfathered".

**2.1.3.** A St. Louis County building permit is required for retaining and landscape walls three feet or more in height. For such walls less than three feet in height, to avoid interference with drainage flow, the wall location must be approved by the Board before construction.

**2.1.4.** Sump pumps must discharge into a swale or easement, or just to the inside of a property line, and may not drain onto the surface of a city sidewalk, or directly into an adjoining common ground or neighbor's Lot, or into any sanitary sewer system. Violations are not eligible to be "grandfathered" and must be rectified based on a Board approved plan.

**3. No Drilling or Mining.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

## **4. Buildings and Structures.**

**4.1.** Only single-family dwellings may be constructed on a Lot. The term "single-family dwelling" shall mean a building occupied as a residence by an individual or a group of persons living together and subsisting in common as a single non-profit housekeeping unit

related by blood, marriage, or living as domestic partners. However, in no case shall the total number of persons residing in the dwelling exceed two persons per bedroom.

- 4.2.** No building lines shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded Plats of the Subdivision. For the purposes of this covenant, eaves, steps and open porches shall not be constructed to permit any portion of a building to encroach upon another Lot.
- 4.3.** No structure of a temporary character, trailer, tent, shack, barn, storage structure or other outbuilding shall be erected and used on any Lot at any time as a residence, temporarily or permanently.
- 4.4.** All garages and carports must be attached to the main dwelling unless otherwise approved by the Directors. Bath houses or other detached outbuildings shall be permitted if approved by the Directors, except that no trailer, tent, shack, or barn shall be permitted.
- 4.5.** Storage structures must be integrated with the existing dwelling and situated on a concrete foundation. Such storage structures must be approved by the Directors and comply with local ordinances and codes and shall not be visible from the street fronting the Lot.
- 4.6.** Space beneath decks may be used for storage so long as items stored are hidden from view by lattice-work attached to the deck support structure and/or by plantings.
- 4.7.** No above-ground structure of any kind shall be erected within a cul-de-sac, divided street entry island or median strip without express written approval of the Directors and the City of Chesterfield.
- 4.8.** All structures and buildings must be approved by the Directors pursuant to Article 5 "Architectural Control". No building or structure shall be used for a purpose other than that for which it was originally designed, without the approval of the Directors.
- 4.9.** All driveways serving single family dwellings shall be concrete, brick or asphalt. Lot Owners shall keep driveways in good repair and condition. If an Owner fails to maintain a driveway, the Directors may require a driveway to be repaired or repaved at the Lot Owner's expense.
- 4.10.** No outbuilding (one not attached to and/or not integrated with the residence/dwelling), nor any vehicle/trailer, shall be constructed, placed or used on any Lot at any time as a residence and/or for storage, temporarily or permanently; bath houses or other outbuildings shall be permitted only if approved by the Directors. Permitted outbuildings, and storage structures referenced in Section 4.5 above, are defined as permanent structures that may be unattached to the residence structure yet are designed to meet community aesthetic standards and to complement the appearance of the Lot and

residence structure. The Board is authorized to adopt and enforce reasonable rules and standards to achieve such goals, including but not limited to the following:

- 4.10.1.** Temporary outbuildings are not permitted.
- 4.10.2.** Horizontal deck storage boxes that are not more than three feet in height and are specifically designed for deck or patio use, shall be permitted.
- 4.10.3.** Size and Placement. Maximum outbuilding size shall be 200 square feet in area. The size of an outbuilding shall be subject to Board review and approval based upon Lot size and proximity to adjacent Lots.
- 4.10.4.** Maximum Height. Maximum outbuilding height shall be the lesser of the height of the residence structure or fourteen feet in height.
- 4.10.5.** Minimum Setback. The minimum setback for an outbuilding shall be five feet from a Lot line. The outbuilding shall be located in the rear yard behind the residence structure and shall not be visible from the street fronting the Lot. Location of the outbuilding is subject to Board review and approval.
- 4.10.6.** Concrete Pad. Outbuildings, including storage structures referenced in Section 4.5, must sit on poured concrete pads.
- 4.10.7.** Materials. Outbuildings shall be constructed of wood or shall be steel framed with roof and siding materials consistent with the residential structure. Outbuildings shall be maintained by the Lot Owner to the same standards as the residential structure. All materials and colors used for an outbuilding or storage structure are subject to Board review and approval.

**4.11.** Extremely bright, non-neutral or "electric" exterior home features, including but not limited to siding, paint, roofing, garage doors and shutters, shall be prohibited at Board discretion.

- 5. Fences.** No fences, pens, enclosures or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Directors as to location, material, design and dimensions. All fences must be approved in writing by the Directors before installation. The decision of the Directors to approve or reject a fence, pen, enclosure or screening shall be conclusive. Non-yard enclosure fencing, less than 3 feet in height, for landscaping purposes does not require Director approval. Nothing in this Section shall: (i) prevent the placement of fences by the Association on Common Ground; or, (ii) impair the right of a Lot Owner to satisfy the fencing requirements of local governmental authorities surrounding an in-ground swimming pool. The Directors may require an application be submitted by a Lot Owner setting forth the proposed location, material, design and height of a proposed fence, pen, enclosure or screening. The Directors' review of all fences, pens, enclosures or screening for approval shall assure that such designs adhere to the following standards and requirements, unless the applicant can demonstrate to the satisfaction of the Directors that strict adherence to such standards and requirements would: (a) create an undue hardship on applicant; and, (b) approval would be in the best interests of the subdivision.

**5.1. Fence Standards.** Fences shall have a maximum height of 54" for full yard enclosure fencing and shall have no less than a two (2) inch nor more than a four (4) inch spacing between pickets and have pickets no wider than six (6) inches.

**5.2.** Privacy fences that otherwise meet the criteria for material, style and design specifications may be permitted under special circumstances, including, but not limited to, Lots backing to high traffic volume streets, but shall in all instances require Director approval. No privacy fence shall exceed 72 inches in height.

**5.3.** Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street to which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Concerning corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to the street than four inches (4") off the building line limit established by the Subdivision Plats.

**5.4.** The materials and design of any fence or wall must be approved by the Directors and must be constructed of masonry, brick, wrought iron, painted aluminum, vinyl, wood or other material approved by the Directors and must comply with all applicable governmental requirements and ordinances and all provisions of this Indenture. Wood fences may be stained to preserve the natural wood finish or may be painted white if approved by the Directors. Wood fences shall be erected with the finished (good side) facing outward. No cyclone or chain-link type fences shall be approved. Any existing nonconforming fences are hereby "grandfathered" but if they are removed, destroyed or require replacement, a replacement fence shall comply with restrictions in this Section.

**5.5.** Swimming pool and patio privacy fencing will be evaluated by the Directors on a case-by-case basis. The request shall be made in writing as stated above and must be compliant with applicable governmental regulations for swimming pool enclosures.

**5.6.** Underground electric pet fencing shall be permitted but shall be subject to a six (6) foot setback from sidewalks and property lines. The Board of Directors must approve the placement of all electric fences before installation.

**5.7.** No Enclosure Fence(s) or Screening of any kind shall be erected on any Lot without the prior written consent of the Directors as to location, style and material. Non-enclosure fencing, to hide trash cans or air conditioning units, also requires Board approval. No fence or hedge on a side yard can be erected or placed in front of the lines of the rear building wall.

**5.7.1.** The Board may require a survey to assure the proper location of any fence, the exterior of which is to be approximately four (4) inches inside the Lot/property lines.

**5.7.2.** Fence materials will be either wrought iron, aluminum simulated wrought iron, vinyl, cedar, treated wood, composite or future materials as approved by the Board. Fence styles/types specifically excluded from all Lots include chain link, split rails, stockade and woven board.

**5.7.3.** Landscaping fences (non-enclosure) less than three feet in height are permitted without Board approval.

**5.7.4.** After installation, all fences are to be maintained such that all materials and posts are firmly in place as installed and all materials cleaned, treated, and reasonably free of mold/mildew.

**5.8.** Notwithstanding the above, no fences or hedges shall be erected or placed on any Lot nearer to any street than the minimum building set back lines shown on the recorded plats of said Subdivision. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended.

**5.9.** The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**6. Gas Tanks.** No above-ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property. Provided, this section shall not prohibit permanent or portable gas grills or similar gas-powered devices.

**7. Lot and Property Maintenance.** Each Lot Owner shall maintain and keep the Lot and improvements thereon in good order and repair. This obligation shall include maintenance of areas within easements on a Lot and shall require a Lot be kept free from accumulation of weeds, debris and other waste.

**8. Nuisance Activity.** No nuisances or noxious or offensive activity, as determined in the sole and reasonable discretion of the Board of Directors, shall be carried on upon any Lot or the Common Ground, nor shall anything be done thereon which may be or may become an annoyance or nuisance, as determined in the sole and reasonable discretion of the Board of Directors, to the neighborhood. No building or Lot shall be used for purposes prohibited by law or ordinances.

**9. Unkempt Lots and/or Improvements Thereon.** Lot Owners shall maintain their Lots and all improvements thereon in good condition, said good condition to be determined by the Board of Directors, and furthermore in accordance with ordinances of the City of Chesterfield and St. Louis County. No Lot, lawn, grass, yard, etc. shall be unkempt, as determined by the Board of Directors.

**9.1.** All siding, windows, doors and roofs shall be in good repair and be compatible with the architectural and aesthetic standards of the subdivision.

**9.2.** All driveways, fences, personal property and walkways shall be in good repair. All dead trees, dead tree limbs and dead shrubs shall be removed from the Lot. Tree stumps shall be level with the surrounding ground or be removed entirely. In all other respects the Directors shall have at their sole discretion the right and duty to assure that the Lots and homes thereon are maintained in good, safe and habitable condition.

**9.3.** In the event that a Lot Owner shall partake in or permit nuisance or unlawful activities on said Lot, and/or fail to maintain said Lot and improvements in a neat and attractive manner and/or comply with restrictions set forth herein, the following actions may be taken by the Board of Directors:

**9.3.1.** If applicable, violations of said ordinances may be reported by the Board directly to the City or County for resolution and enforcement.

**9.3.2.** In the absence of correction or execution of a plan for correction of the deficiency and after proper notice (registered letter) to the home Owner by the Board of Directors, the following actions may be taken as deemed appropriate by the Board or their agents:

**9.3.2.1.** Levy a special assessment against said property, the value of which is to be based on a professional estimate to correct the violation(s). This assessment must be cancelled if the said violation is corrected within said schedule, otherwise it may be added as a permanent lien against said property;

**9.3.2.2.** Initiate civil action in Circuit Court obtaining a court judgement causing the said violation(s) to be remedied;

**9.3.2.3.** Seek additional escalating judgments, including garnishment, to enforce all said liens against said property;

**9.3.2.4.** Enter said Lot to abate any such nuisance, noxious or offensive activity, and/or to correct/repair specified unkempt improvements on the said Lot.

**9.3.2.5.** Impose periodic fines, pursuant to a fine schedule established and published by the Directors under authority granted in the By-Laws, against a Lot Owner until the offending or violating condition or activity is abated.

**9.3.3.** Any and all fines imposed, and costs, including attorneys' fees and court costs, of said abatement of a Subdivision nuisance, noxious or offensive activity or for said maintenance of a Lot or the improvements thereon shall be specially assessed against a Lot Owner and may be collected in the identical manner as a Clarkson Woods assessment. In all events, these remedies shall not be the sole and exclusive remedy available to the Directors, who shall have available to them all remedies provided for in the Indenture as well as those that are available at law or in equity.

## **10. Tree Care and Maintenance.**

**10.1.** For trees located on individual Lots, proper tree maintenance, including the removal of dead or dying trees or limbs, is an integral part of keeping a homeowner's property "in good order and repair."

**10.2.** The City of Chesterfield provides for the removal of dying or dead trees within City right of way along public residential streets. For safety reasons, Lot Owners shall report dying or dead trees or limbs located in the easement/right-of-way to the City of Chesterfield.

**10.3.** Replacement of trees removed by the City from their rights-of-way, while strongly encouraged by your Board, is at the discretion of individual homeowners. Any replacement of trees planted within the City right-of-way will be in accordance with City of Chesterfield ordinance governing the location and the approved species of said trees.

## **11. Swimming Pools**

**11.1.** Swimming pools, pool and privacy fencing, swim spas and hot tubs must meet the requirements set out in the ordinances of the City of Chesterfield and St. Louis County. All new pools, fencing, swim spas and hot tubs require written approval by the Board, including but not limited as to location on the Lot, prior to construction or installation.

**11.2.** Draining of pool water shall be done according to the City of Chesterfield ordinance, including no draining of pool water directly into a common ground; hoses may not encroach upon any neighbor's Lot.

**11.3.** No above-ground swimming pools shall be permitted upon any Lot in the Subdivision. An "above-ground pool" is defined as any pool resting on or near the surface of the ground, having metal or re-enforced sides, a capacity for water depth greater than twelve inches (12") and/or a diameter greater than eight (8) feet.

**11.4.** Seasonal children's play pools up to thirty (30) inches in height and up to eight (8) feet in diameter are permitted in backyards behind the rear building line. All seasonal children's play pools must be stored out of sight between October 1st and April 1st.

**11.5.** Pool privacy fences associated with an in-ground pool require Board of Director approval.

**12. Trash, Dumping and Construction and Landscaping Materials.** No Lot shall be used or maintained as a dumping ground for rubbish and trash, garbage and any other waste.

**12.1.** All trash, garbage and waste shall be kept in sanitary containers at the rear of a dwelling or in a garage, except that garbage containers may be placed at the street curbing for pickup after 5 p.m. on the day prior to the designated trash pickup day(s) and until midnight (11:59 P.M.) on the day of collection.

**12.2.** All containers placed at the curb for pickup must be enclosed or sealed and/or contain only bagged content.

**12.3.** Trash, garbage, rubbish, refuse, debris, recyclable containers, trash cans or trash receptacles of any type shall be utilized as per the City of Chesterfield ordinance. All equipment for the storage or disposal of trash, garbage and waste shall be kept in a clean and sanitary condition.

**12.4.** Dumping or disposing of yard waste, rocks, branches, trash or other debris on to Common Ground or into storm sewers of the Subdivision is strictly prohibited.

**12.5.** Roll-off containers, trash dumpsters and moving/storage pods may be placed on a driveway without prior written approval of the Directors for up to thirty days in any ninety-day period.

**12.6.** Lot or driveway storage of construction or landscaping materials shall be permitted without the Director's written approval for up to thirty days.

**13. Lot Subdivision, Residence Demolition and Reconstruction.**

**13.1.** No Lot shall be re-subdivided, nor shall a fractional part of any Lot be sold without the consent of the Directors which shall not to be unreasonably withheld. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a recorded plat.

**13.2.** In the event that a builder, contractor or Owner intends to acquire and demolish one or more residences upon one or more Lots and build one or more new residences on said Lot(s): Demolitions and new construction are subject to review and approval by the City of Chesterfield, St. Louis County, and Monarch Fire District; the Directors

require that said party submits the construction/redevelopment plans to the Directors for approval.

**13.3.** Any such home to be newly constructed in the Clarkson Woods subdivision shall have at least 2000 square feet of living space (excluding garage and basement), but not more than 4000 square feet of living space (excluding garage and basement), have an attached garage, consist of no more than two (2) stories and be architecturally compatible with existing homes in the neighborhood. Carports are not permitted.

**13.4. Cul-de-sac Structures** – No structures other than required streetlights may be erected within a cul-de-sac, divided street entry, island, or median strip, without the written approval of the City of Chesterfield and the Board of Directors.

**14. Commercial Activity.** No commercial activity of any kind shall be conducted on a Lot that has a detrimental impact on residents in the subdivision or results in offensive or excessive noise, odor or nuisance beyond what is typical for the Subdivision. Any commercial activity conducted on a Lot shall comply with local ordinances and Subdivision vehicle parking restrictions.

**15. Personal Property and Vehicle Storage and Parking.**

**15.1.** Personal property, including but not limited to boats, trailers, campers, recreational vehicles, buses, commercial vehicles (including those with commercial lettering or signage or tool storage containers) and derelict vehicles shall not be placed or stored in the open or in unenclosed carports on any Lot. This shall not prohibit the parking of passenger automobiles licensed and in operating condition.

**15.2.** No street parking of boats, trailers, recreation vehicles and campers is permitted.

**15.3.** No vehicles shall be parked on a driveway such that the vehicle obstructs pedestrian use of a sidewalk.

**15.4.** “Commercial Vehicles” as defined by Chesterfield City ordinances, shall be restricted or prohibited from parking on streets, driveways or a Lot in accordance with Chesterfield City ordinances, as may be amended from time to time.

**15.5.** No unlicensed vehicle or partially dismantled, wrecked or disabled or inoperable vehicle or mechanical equipment is permitted to remain on a driveway or street for more than a total of twenty-four hours.

**15.6.** Notwithstanding the foregoing restrictions in this Section 15, recreational vehicles may be parked on a driveway for cleaning and loading purposes for up to seventy-two hours not more than twice in a calendar month or, on the street for up to twenty-four hours not more than twice in a calendar month.

**15.7.** Notwithstanding the above, prohibited vehicles may be parked on driveways for servicing, loading and unloading for not more than ten (10) consecutive hours during a twenty-four (24) consecutive hour period up to two (2) 10-hour periods per month. Any requests for extensions to the above limitations must be submitted in writing, with justification, to the Board.

**15.8.** The Directors may use any remedies at law or in equity in order to enforce the provisions of this Article including but not limited to the right to establish procedure to tow vehicles and items in violation regardless of whether or not the vehicles and items are located on the Lots or on the road. The Lot Owner shall be given proper written notice, delivered by hand, regular mail, registered mail or visibly posted on the property, prior to any of the above actions being taken and shall have forty-eight (48) hours from receipt of this notice to remove the offending vehicle and/or personal property.

**15.9.** The cost for any tow and storage shall be the responsibility of the Lot Owner from which the offending vehicle or personal property has been removed. Any and all costs incurred, including attorney fees and court costs, will be assessed against the homeowner.

**15.10.** Violations of this section may be remedied by the Directors in any manner allowed by law, including, where permitted, the towing of vehicles that remain in violation after forty-eight hours written notice delivered to the Lot Owner by the Directors. The expenses of remedial action and the cost of enforcing these restrictions, including reasonable attorney's fees incurred by the Directors and court costs shall be assessed to the Lot Owner.

## **16. Personal Property.**

**16.1.** Exterior personal property such as swing sets, playhouses, trampolines, basketball standards and other activity equipment must be maintained in good order and repair and stored and or located in the rear of the residence and within property lines.

**16.2.** There shall be no permanent basketball hoops that are attached to the front of any residence.

**16.3.** Front and side yard sculptures or other art installations, visible from the street fronting a Lot shall be permitted subject to prior written approval of the Directors who shall evaluate a request for approval based upon size, shape, color, location, electrification, lighting, materials, movement, sound or other impact on aesthetics and neighboring Lots. Design and construction drawings shall be submitted to the Directors for review and approval prior to installation.

**16.4.** No window-mounted heating or air conditioning units or other mechanical appliances shall be mounted on the front of a dwelling nor visible from a street fronting the Lot.

**16.5.** Package and portable emergency generators require Board approval and must be installed at the rear of a residence. Acceptable noise level is the major consideration. Gasoline and diesel-powered generators may only be operated during power outages and/or in an emergency situation.

**16.6.** Permanent clothes lines and supporting structures are not permitted.

**17. Signs.** No sign, advertisement, billboard or advertising structure of any kind shall be erected, maintained or displayed to the public view on a Lot, Common Property, cul-de-sac, or right of way in the Subdivision except: (i) political signs required by law to be permitted during election seasons not to exceed four signs in accordance with rules promulgated by the Directors and displayed no more than thirty days prior to and three days after an election; (ii) one sign not to exceed two feet by four feet in size advertising a Lot for sale or rent; (iii) a single sign promoting goods or services of a contractor while the contractor is performing work on the Lot, for a period not to exceed two weeks; and (iv) a temporary garage or estate sale sign displayed for no more than seventy-two hours prior to the sale and removed at the end of the sale.

**18. Pets and Animals.** No animals, domestic or wild, reptiles, cattle or livestock of any kind are permitted on a Lot or the Common Property, except that a Lot resident may keep up to four domestic household pets, including by way of example, dogs, cats, caged birds, small reptiles and aquarium animals. Animals with vicious propensities are prohibited from being kept on a Lot. Local ordinances pertaining to pets and animals, including animal behavior, must be complied with by all residents and their guests. Animal owners are responsible for their animal's behavior and actions and for cleaning up after them.

**18.1.** Each Lot Owner shall comply with the ordinances and laws of the City of Chesterfield, St. Louis County, and the state of Missouri, relating to the type, number, supervision, control, responsibility and maintenance of animals/pets in residential areas.

**18.2.** No wild animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that which is required by law to be permitted and except dogs, cats, or other household pets which may be kept, provided they are not bred or maintained for any commercial purposes. Any exterior structure used for keeping or housing a permitted animal must be approved by the Directors and comply with local ordinances and codes and shall not be visible from the street fronting the Lot.

**18.3.** Nothing shall be done which, in the opinion of the Directors, may be or hereafter become a nuisance with respect to such permitted pets.

**18.4.** Each pet owner must diligently remove all pet feces deposited by their pet(s) while walking in the subdivision. Such pet waste shall only be disposed of in the pet owner's own trash receptacles.

**19. Residence Leasing.** Each Lot Owner shall have the right to lease the Lot and dwelling for single-family, residential use only, but only after the Lot Owner, except a Lot Owner leasing his Lot as of the effective date of this Indenture, has resided in the dwelling on the Lot for at least one year, and subject to the following requirements:

**19.1.** Each lease shall be in writing and shall contain the following statement:

*"This Lease is subject to all provisions of the Indenture of Trust and Restrictions of Clarkson Woods, St. Louis County, Missouri and any amendments thereto and the rules and regulations of the Subdivision which are hereby incorporated by reference. Any violation of the Indenture of Trust and Restrictions of Clarkson Woods or any rules and regulations as established by the Board of Directors may be enforced by the Board against the Lot Owner and tenant upon reasonable written notice to the Lot Owner and the tenant of said violation. The costs to enforce the Indenture of Trust and rules and regulations of Clarkson Woods, including attorney's fees reasonably incurred, as well as the costs of any remedial action may be assessed against the Lot Owner and collected in the same manner as an assessment. The Association, by and through the Board of Directors, is granted power of attorney by the Lot Owner/landlord to enforce any provisions of the Indenture and Association rules and regulations and any provisions of the lease, except for payment of rents, against the tenant(s) including the right to evict such tenant(s) pursuant to Missouri landlord tenant law"*

Each lease shall have a minimum term of one (1) year unless a meritorious hardship reason for a shorter lease term is presented in writing and agreed to by a majority of Directors in their collective discretion.

**19.2.** Each lease, prior to commencement of the lease term, shall be approved by the Board. Such approval shall be based upon verification that the Lot Owner is eligible to lease the Lot pursuant to Section 19 and that the written lease conforms to Sections 19 thru 19.3, includes the provisions contained in Section 19.1 above and is acknowledged and executed by both the landlord and tenant(s). Each lease shall be subject to this Indenture and the Rules and Regulations promulgated by the Board of Directors from time to time.

**19.3.** No residence shall be used for hotel purposes, transient residency or short-term rental such as Airbnb and VRBO.

**20. Solar and Wind Energy Systems.** Lot Owners may install on a Lot or dwelling a solar energy system, a wind energy system or similar energy collection systems which are compliant with

state law, Chesterfield City Code and any rules and regulations promulgated by the Directors. A Lot Owner must submit a written request, including design diagrams and specifications, and receive written approval of the Directors prior to installation of any such energy collection system.

21. **Over Air Reception Devices.** No exterior, radio, antenna receiving dish or satellite dish or any other device for the transmission or reception of radio, television, data, or other electronic signals shall be erected or maintained on any Lot or upon the exterior of a dwelling or on Common Property without prior written approval of the Directors. Receiving antennas, satellite dishes or MMDS (wireless antennae) (collectively referred to as "Satellite Dishes") may be installed on a Lot per The Telecommunications Act of 1996 and the Regulations promulgated thereunder from time to time by the Federal Communications Commission (FCC).
22. **Assembly on Common Ground.** No activity shall be conducted or permitted on Common Ground that would create a nuisance, disturbance or excessive noise or commotion. The Directors shall have the authority to prohibit, restrict or prevent gatherings or assemblies of individuals on Common Properties under such reasonable rules as the Directors, in their discretion, may from time to time promulgate.
23. **"Grandfathering" Indenture Exceptions** – Existing, well maintained personal property or structures not meeting Indenture guidelines as of the Effective Date of this Indenture, which were previously approved as an exception to Subdivision Indentures, will be "grandfathered," i.e. permitted to remain in place unless or until the condition of such personal property or structure is, or becomes such that replacement is deemed necessary by the Lot Owner, or by the Directors, or by ordinance of the City of Chesterfield.
  - 23.1. In the case of a residence sale, said "grandfathered" status, as well as all maintenance requirements, transfer to the newly acquired Lot, personal property or structure.
  - 23.2. The Board reserves the right to deny or withdraw "grandfathered" status whenever standing water, sight-line limitations, Chesterfield City Ordinances, safety, environmental concerns, an obvious restriction violation or poor maintenance is associated with the personal property.

## **ARTICLE VIII** **REMEDIES AND ENFORCEMENT**

1. The Directors, or the Owner of any Lot subject to this Indenture, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages.
2. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action to enforce any covenant or restriction herein contained or adopted according to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Association's reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner then the fees and costs shall thereafter bear interest at the rate provided in Article VI hereof and the debt shall be a continuing lien on the Owner's Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns.
4. The Board of Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. The lien shall be enforceable and governed by Article VI of this Indenture.
5. The Board is authorized to adopt a written schedule of fines, which shall be effective only upon ratification by a majority of Lot Owners voting at a duly called meeting where a quorum is present in person or by proxy, and, upon ratification, to distribute the schedule to all Lot Owners. The Board of Directors is authorized to impose fines pursuant to said written schedule of fines for violation of or failure to comply with the terms of this Indenture, the By-Laws and polices, rules and regulations promulgated by the Board. Prior to the imposition of an initial fine, the Board shall provide written notice to the Lot Owner of the right to cure said violation within thirty (30) days of the notice. If the violation is not cured within thirty (30) days of the notice, the Board shall impose fines according to the written schedule of fines. Fines imposed pursuant to this section shall be enforceable in the same manner as assessments as provided in this Indenture.

## **ARTICLE IX** **GENERAL PROVISIONS**

1. This Indenture and the covenants and restrictions contained herein shall be binding on all Lots and Lot Owners for a period of fifty years from the date of recordation of this Indenture, after which the Indenture shall be automatically extended for continuing successive periods of ten years. This Indenture may be amended, modified, and changed from time to time in accordance with the following provisions:
  - 1.1. This Indenture may be amended, modified, or changed by the written consent of sixty percent of the Owners of the Lots subject hereto. Any such amendment, modification, or change shall be recorded with the Recorder of Deeds of St. Louis County, Missouri.
  - 1.2. The Directors shall have the right, in their sole judgement, to convey property and execute plats necessary to perform boundary adjustments between Common Ground and Lots to

cure encroachments of driveways, whereby reason of engineering or survey error or omission, such encroachment shall have occurred.

- 1.3.** Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Directors hereunder to maintain the Common Ground and the improvements thereon referred to herein shall not cease nor may this Indenture be amended, modified, or changed to reduce or eliminate any of the duties, obligations, and rights in such connection granted to and imposed on the Directors under any subparagraphs of Article IV herein, nor may this Indenture be amended to eliminate the Directorship herein created.
- 1.4.** The Directors are authorized and empowered to cooperate and to contract with the Directors of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.
- 1.5.** The Directors are authorized to act through a representative provided, however, that the Directors shall only be responsible for their wrongful acts and shall not be responsible for wrongful acts of others. Neither the Directors nor their agents shall be held liable for injury or damage to persons or property by reason of any act or failure to act of the Directors or their agents. The Directors shall not be entitled to any compensation for services performed pursuant to this covenant.
- 1.6.** All covenants and agreements herein are expressly declared to be independent and not interdependent; no laches, waiver, estoppel, condemnation or failure of title as to any Common Ground or Lot be of any effect or modify, invalidate or annul any grant, covenants or agreements herein, saving always the right to amendment, modification or repeal as hereinabove expressly provided.
- 1.7.** If a Lot Owner or their heirs, executors, administrators, successors in interest, grantees or assigns, or occupants of a Lot shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and performed, it shall be lawful for Lot Owner, or the Directors on behalf of or for the Lot Owners, 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 the Lot Owner or occupant from doing so or to recover damages, including reasonable attorneys' fees and Court costs for such infringement or omission. Each of the covenants and restrictions herein contained shall attach to and remain with each Lot as if expressly contained in proper and obligatory covenants and conditions in each deed to a Lot.
- 1.8.** Notwithstanding any other condition herein, the Directors shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality in which the Subdivision may become a part, including but not limited to, streetlights and sidewalks and for such purposes shall not be limited to a maximum assessment provided for herein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, on this \_\_\_\_ day of \_\_\_\_\_, 2025, the Board of Directors of Clarkson Woods Subdivision Association, Inc. attest that the requisite number of Lot Owners consent in writing to the adoption of this Indenture in its entirety and this Indenture shall be become effective on the date of its recording.

CLARKSON WOODS SUBDIVISION ASSOCIATION, INC., a Missouri nonprofit corporation.

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Director