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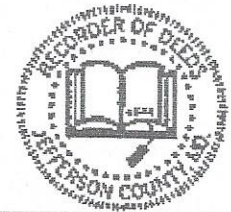


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2019R-016550

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DEBBIE DUNNEGAN, RECORDER

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JUN 10 2019

Law Solution LLC  
1017 N. Truman Blvd  
Capital City, MO 63019

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## DOCUMENT COVER SHEET

FIRST AMENDMENT TO THE AMENDMENT AND  
THIRD COMPLETE RESTATEMENT OF THE  
INDENTURE OF TRUST AND RESTRICTIONS  
FOR BAILEY STATION SUBDIVISION

06/04/19

**GRANTOR(S):**  
MAILING ADDRESS:

Bailey Station Subdivision Trustees  
PO Box 783  
Festus, MO 63028

**GRANTEE(S):**  
MAILING ADDRESS

Bailey Station Subdivision Trustees  
PO Box 783  
Festus, MO 63028

**LEGAL DESCRIPTION:**

See Exhibit A, attached

**DOCUMENT REFERENCE**

Amendment and Third Complete Restatement of the  
Indenture of Trust and Restrictions for Bailey Station  
Subdivision - Document number 2016R-014573

**FIRST AMENDMENT TO THE AMENDMENT AND THIRD COMPLETE RESTATEMENT OF  
THE INDENTURE OF TRUST AND RESTRICTIONS  
FOR BAILEY STATION SUBDIVISION**

This Amendment, executed on this 4<sup>th</sup> day of June, 2019, shall be effective immediately upon being duly recorded in the office of the Recorder of Deeds of Jefferson County, Missouri.

**WHEREAS**, a document entitled "Amendment and Third Complete Restatement of the Indenture of Trust and Restrictions for Bailey Station Subdivision" dated May 13, 2016 was recorded the office of the Recorder of Deeds, Jefferson County, MO as document number 2016R-014573 (the "Third Restatement") and established certain restrictive covenants affecting the plats of Bailey Station subdivision as recorded in Jefferson County, MO as described in Exhibit A, attached (the "Subdivision"); and

**WHEREAS**, the amendments set forth below, in accordance with Section 14.5.2 of the Third Restatement, have been executed and approved by the Owners of more than a majority of the Lots in the Subdivision;

**NOW THEREFORE**, the Third Restatement of Bailey Station is hereby amended as follows:

Section 9.6.6 of the Third Restatement is deleted in its entirety and replaced with the following:

"9.6.6        Playground equipment located in the rear yard of the Lot, provided that all playground equipment must be properly maintained in good order and repair and free of substantial rust and decay and used only by residents and guests of residents. Playground equipment may not be maintained on a Lot if there is not a residential building on such Lot. Temporary basketball goals that are not permanently affixed in the ground may be used on a Lot Owner's driveway and must be positioned with the basket facing toward the driveway. Swimming pools are not playground equipment for purposes of this restriction and are subject to Section 9.6.2. Basketball goals are playground equipment for purposes of this restriction and must be maintained as provided in the section."

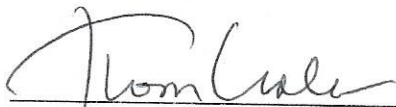
The following amendment is added to Article 9 of the Third Restatement:

"9.26        As of the date of recording of this amendment, no Lot or Lot Improvement or any portion thereof may be leased, rented, or licensed for use to any Third Party. Provided, however, any Lot Owner engaged in rental or leasing activities as of the date of recording of this amendment shall be allowed to continue such rental or leasing activities until such leased or rented Lot is sold or conveyed to a third party. Within 20 days of the recording of this amendment and within 20 days of the execution of any new lease or renewed lease, any Lot Owner engaged in rental or leasing activities permitted under this section must provide a tenant registration form, in a form provided by the Trustees, along with a copy of any lease/rental agreements for each leased or rented Lot to the Trustees. Any violation of this section is subject to the provisions of Section 9.25. "Third Party" as used in this section means any Person other than the Lot Owner or Owners.



A Lot Owner may request a temporary waiver of the rental restrictions in this section 9.26 based upon extraordinary financial hardship. Any Lot Owner requesting such a waiver shall provide evidence of such hardship as requested by the Trustees. Any such waiver shall be granted at, and the terms thereof determined by, the sole discretion of the Trustees."

**IN WITNESS WHEREOF**, on behalf of the Lot Owners of Bailey Station, the below signed Trustee of the Subdivision hereby submits this amendment for recording as of the date first written above.



Thomas Nolen, Trustee

STATE OF MISSOURI

)


) SS.

COUNTY OF Jefferson

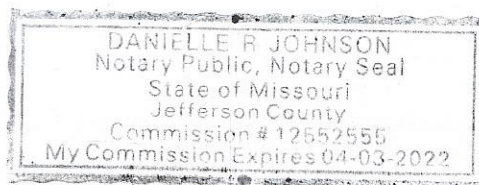
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On this 7<sup>th</sup> day of June, 2019, before me personally appeared Thomas Nolen, Trustee of Bailey Station Subdivision, to me known to be the person described therein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

  
Notary Public

My Commission Expires:



**EXHIBIT A**

**Property That Is Subject to Indenture**

All the real property that is platted in Bailey Station Plat 1 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 178 at Page 10.

All the real property that is platted in Bailey Station Plat 2 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 186 at Page 11.

All the real property that is platted in Bailey Station Plat 3 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 189 at Page 26.

All the real property that is platted in Bailey Station Plat 4 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 202 at Pages 25 and 26.

All the real property that is platted in Bailey Station Plat 5 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 211 at Page 10 and 11.

All the real property that is platted in Bailey Station Plat 6 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 229 at Page 17 and 18.

All the real property that is platted in Bailey Station Plat 7 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 423 at Pages 2 and 3.

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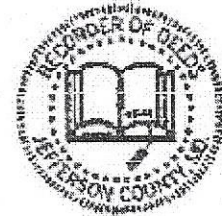
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PAGES 14

REC FEE: 63.00

NS FEE:



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DOCUMENT COVER SHEET

TITLE OF DOCUMENT:

AMENDMENT AND THIRD COMPLETE RESTATEMENT OF THE  
INDENTURE OF TRUST AND RESTRICTIONS FOR BAILEY STATION  
SUBDIVISION)

DATE OF DOCUMENT:

May 13, 2016

GRANTOR(S):

MAILING ADDRESS:

Hanover 2000, L.C.  
400 Jasper Road  
Festus, Mo. 63028

GRANTEE(S):

MAILING ADDRESS:

Hanover 2000, L.C.  
400 Jasper Road  
Festus, Mo. 63028

LEGAL DESCRIPTION:

Property described on attached Exhibit A

REF. BOOK AND PAGE:

Amendment and Second Restatement of the Indenture of Trust and  
Restrictions for Bailey Station Subdivision originally executed as of the  
November 4, 2013, by Hanover 2000, L.C. and recorded on November 4,  
2016, as document number 2013R-042706 in the Jefferson County,  
Missouri, land records

RETURN TO:

Hanover 2000, L.C.  
400 Jasper Road  
Festus, Mo. 63028



**AMENDMENT AND THIRD COMPLETE RESTATEMENT  
OF THE  
INDENTURE OF TRUST AND RESTRICTIONS  
FOR  
BAILEY STATION SUBDIVISION**

This Amendment and Third Complete Restatement (this "Third Restatement") is executed effective as of the May 13, 2016, by Hanover 2000, L.C., a manager managed Missouri limited liability company ("Hanover 2000").

This Third Restatement amends and restates in its entirety all of the Articles of the Amendment and Second Restatement of the Indenture of Trust and Restrictions for Bailey Station Subdivision originally executed by Hanover 2000, L.C. as of November 4, 2013, by Hanover 2000, L.C. and recorded on November 4, 2013, as document number 2013R-042706 in the Jefferson County, Missouri, land records (the "Second Restatement"). The Second Restatement amended and restated all the Articles of the Amendment and Restatement of the Indenture of Trust and Restrictions for Bailey Station Subdivision originally executed as of the 16<sup>th</sup> day of August, 2010, by Hanover 2000, L.C. and recorded on August 18, 2010, as document number 2010R-027555 in the Jefferson County, Missouri, land records, (the "First Restatement"). The First Restatement amended and restated all the Articles of the Indenture of Trust and Restrictions for Bailey Station Subdivision originally executed as of the 8<sup>th</sup> day of May, 2000, by and between Hanover 2000, L.C. and the then trustees of Bailey Station Subdivision named therein and recorded in Book 178 beginning at Page 10 of the Jefferson County, Missouri, land records, as amended prior to the date of execution of the First Restatement (the "Original Indenture"). Hanover 2000, L.C. was and remains the "Developer" as defined in the Original Indenture as amended and restated by the First Restatement and the Second Restatement.

Hanover 2000, L.C., as the "Developer", has the right and power to amend and restate the Second Restatement because the Control Transfer Date as defined therein has not yet occurred. Hanover 2000, L.C., after consultation with the current trustees of Bailey Station Subdivision, desires to amend and restate the Second Restatement so as to clarify and simplify certain of its provisions.

Therefore, the Articles in the Original Indenture as amended and restated by the First Restatement and the Second Restatement are further amended and completely restated so as to read in their entirety as follows:

**ARTICLE I  
DEFINITIONS**

The following terms when used in this Indenture have the following meanings.

**1.1** "Developer" means Hanover 2000, L.C. and any other Person to whom the rights and powers of Hanover 2000, L.C. are assigned or transferred as provided in ARTICLE XIII.

**1.2** "Common Areas" means areas within the Property designated as Common Area or Common Ground on the Final Plats and the areas located in easements shown on the Final Plats where monuments identifying the Subdivision are located.

**1.3** "Common Facilities" means (i) Private Storm Water Improvements, (ii) Private Street Improvements, (iii) Private Utility Improvements, (iv) any facilities constructed by the Trustees within Common Areas as provided in this Indenture, and (v) monuments identifying the Subdivision.

**1.4** "Control Transfer Date" means July 1, 2016.

**1.6** "Final Plats" means the plats listed in Exhibit A attached hereto.

**1.7** "Indenture" means the Indenture of Trust and Restrictions as amended and restated by this document, as it may from time to time be further amended.

**1.8** "Lot" means any one of the numbered lots shown on the Final Plats.

**1.9** "Lot Improvements" means (i) any buildings or structures (including outbuildings and accessory buildings), driveways, gates, fences, swimming pools, tennis courts, antennae, and any other structures proposed for construction or erection within any Lot, and (ii) any proposed additions or alterations to any of the foregoing that would alter the external appearance of buildings or structures already constructed.

**1.10** "Owner" means the record owner, whether one or more Persons, of fee simple title to any Lot.

**1.11** "Person" means an individual, partnership, limited liability company, trust, or unincorporated association, or a corporation or other organization that has the legal capacity to sue or be sued.

**1.12** "Property" means all of the real property encompassed by the Final Plats.

**1.13** "Private Storm Water Improvements" means storm water drainage and retention facilities within the Property that have not been transferred to and accepted for maintenance by any public or private utility or any governmental authority or district having jurisdiction.

**1.14** "Private Street Improvements" means streets and roads, including the base and pavement thereof, and entrances and exits thereto and therefrom or gates or other barriers at such entrances or exits, within the Property which have not been accepted for maintenance by any governmental authority having jurisdiction.

**1.15** "Private Utility Improvements" means (i) storm sewers within the Property that have not been accepted for maintenance by any public or private utility or any governmental authority or district having jurisdiction, (ii) sanitary sewers within the Property that have not been accepted for maintenance by a public or private utility or any governmental authority or district having jurisdiction, and (iii) lights, wires, conduits, poles, and other electrical equipment and fixtures within the Property that have not been accepted for maintenance by any electric utility or any governmental authority having jurisdiction.

**1.16** "Subdivision" means Bailey Station Subdivision as delineated in the Final Plats.

**1.17** "Trustees" means those individuals appointed or elected as such in accordance with the provisions of ARTICLE IV.

## **ARTICLE II DURATION OF TRUST**

This Indenture shall continue in effect until terminated as provided in Section 14.5 of ARTICLE XIV. Every conveyance or change of ownership of any Lot made or occurring while this Indenture is in effect shall be subject to the terms of this Indenture.

## **ARTICLE III [THIS ARTICLE IS INTENTIONALLY BLANK.]**

## **ARTICLE IV APPOINTMENT AND ELECTION OF TRUSTEES; OWNERS MEETINGS**

**4.1 Original Trustees.** Until their successors are elected or appointed after the Control Transfer Date as provided in this Indenture, the Trustees are the individuals appointed as such by the Developer. If a Trustee appointed by Developer resigns, refuses to act, becomes disabled, or dies, or should Developer remove any such



Trustee as provided in the next sentence, Developer has the power to appoint a successor Trustee who shall serve until his or her successor is elected or appointed as provided in this Indenture. Until the Control Transfer Date, Developer may remove any Trustee or successor Trustee appointed by Developer by providing written notice of removal to the Trustee to be removed. Any such removal shall be effective upon Developer's appointment of a successor Trustee as provided in this Section.

**4.2 Election, Removal and Appointment of Trustees After Control Transfer Date.** Before the first day of January following the Control Transfer Date, the Owners, at a meeting called and held as provided in Section 4.3 of this ARTICLE IV, shall elect two successor Trustees, and the Trustees appointed by the Developer who are then serving shall appoint one of their number as a successor Trustee. When the two successor Trustees are so elected by the Owners, the then serving Trustees previously appointed by Developer who have not been elected or appointed as provided above as successor Trustees shall be deemed to have resigned. Each of the three successor Trustees elected or appointed as provided above shall serve for three years from the date of the election and until his or her successor is elected and qualified. Thereafter, all Trustees, not exceeding three in number, shall be elected or appointed for terms of three years each at meetings of the Owners called and held as provided in Section 4.3 of this ARTICLE IV. Subject to Developer's rights under Section 1 of this Article IV, a Trustee elected by the Owners may be removed, and a replacement elected to serve out the unexpired term of such removed Trustee, at any time by the Owners at a meeting called and held as provided in Section 4.3 of this ARTICLE IV. Trustees shall be deemed elected or removed at a meeting only upon a majority vote therefor of the Owners attending the meeting in person or by proxy. Subject to Developer's rights under Section 4.1 of this ARTICLE IV, if a Trustee ceases to be qualified as required by Section 4.4 of this ARTICLE IV, resigns, refuses to act, becomes disabled or dies before such Trustee's term expires, the remaining Trustees may appoint a qualified individual as to serve out the unexpired term of such removed Trustee. If for any reason Trustees cannot be elected or appointed as provided above in this Section and there are no serving Trustees, any Owner may petition in equity any court of competent jurisdiction to appoint one or more Trustees to fill the vacancies until Trustees are elected as provided above. Only an individual qualified as provided in Section 4.4 of this ARTICLE IV may be elected or appointed as a Trustee, except that anyone appointed by a court need not be so qualified.

**4.3 Meetings of Owners.** Meetings of Owners may be called at any time, and shall be called at least every three years. At each triennial meeting two Trustees shall be elected to succeed the Trustees previously elected by the Owners whose terms are expiring and the Trustees previously elected by the Owners who are then serving shall appoint one of their number as a Trustee to succeed the Trustee previously appointed by the Trustees whose term is expiring. Each meeting of Owners shall be called by notice to the Owners provided by the Trustees then in office, or should there be no Trustees, then by three Owners, as provided in this Section 4.3. Such notice shall be provided either (i) by posting clearly visible signs at the entrances to the Subdivision, or (ii) by mail sent to all Owners, or (iii) by electronic mail sent to all Owners, or (iv) by some combination of the foregoing that is reasonably intended to provide notice to all Owners, at least ten days before the date fixed for the meeting. Such notice shall specify the time, place and purposes of the meeting. All meetings shall be held in Jefferson County, Missouri. At any meeting of Owners, Trustees to be elected by the Owners shall be deemed elected, and matters concerning the Property shall be deemed approved or authorized, only upon receiving a majority vote of Owners attending the meeting who are entitled to vote. Each Owner attending a meeting in person or by proxy and who is not delinquent in the payment of any assessment by the Trustees as provided in ARTICLE VIII shall be entitled to cast one vote for each Lot such Owner owns of record. If more than one Person constitutes the Owner of a Lot, then the vote with respect to such Lot shall be cast as such Persons among themselves determine; but in any case where such Persons cannot agree how to cast a vote, then no such Person may cast the vote with respect to such Lot.

**4.4 Qualification of Trustees.** An individual shall be deemed qualified to serve as a Trustee only if he or she is an Owner or, in the case of an Owner that is not an individual, an officer, director, partner, member, trustee, or authorized agent of such Owner, and only if the Owner is not delinquent in the payment of assessments due under this Indenture and is not in violation of any the restrictions in Article IX of this Indenture.



**ARTICLE V**  
**TRUSTEES' RIGHTS AND POWERS**

The Trustees have the powers described elsewhere in this Indenture and the following powers:

**5.1 Maintenance and Repair of Common Facilities.** The Trustees shall have the power to maintain and repair all Common Facilities and to remove snow and ice from Private Street Improvements, or to employ others to do so.

**5.2 Construction and Reconstruction of Common Facilities.** The Trustees shall have the power to construct or reconstruct any Common Facilities determined by the Trustees to be appropriate and whose construction or reconstruction is approved by the affirmative vote of two-thirds of all votes entitled to be cast by Owners at a meeting duly called and held as provided in Section 4.3 of ARTICLE IV. Any work that involves the substantial replacement of a Common Facility shall not be deemed maintenance or repair thereof but instead shall be deemed reconstruction thereof for purposes of this Indenture.

**5.3 Dedication of Private Street Improvements; Transfer of Private Utility Improvements.** The Trustees shall have the power to dedicate to public use any Private Street Improvements whenever such dedication is deemed proper by the Trustees and whenever such Private Street Improvements would be accepted for maintenance by a public authority. The Trustees shall have the power to transfer to a public utility any Private Utility Improvements whenever such dedication is deemed proper by the Trustees and whenever such Private Utility Improvements would be accepted for maintenance by the utility to whom transferred. The Owner of any Lot on which a Street Improvement or Utility Improvement is located is obligated under this Indenture to cooperate fully with the Trustees to affect any such dedication and to execute all documents and instruments necessary to effect such dedication.

**5.4 Vacant and Neglected Lots.** The Trustees shall have the power to remove rubbish and debris, mow grass, and trim or remove other vegetation within any vacant or neglected Lots, without any liability for trespass.

**5.5 Insurance.** The Trustees shall have the power to purchase and maintain in force such insurance as they may deem appropriate, including but not limited to errors and omissions insurance protecting the Trustees, fidelity or other bonds, workers' compensation insurance covering employees of the Trustees who perform work benefitting the Property or the Owners, and property and liability insurance protecting the Trustees and the Owners from claims for death, personal injury or property damage.

**5.6 Employment.** The Trustees shall have the power to enter into contracts and to engage and employ agents, contractors and employees as they deem appropriate in connection with the exercise of their powers or the discharging of their duties under this Indenture.

**5.7 Defense of Actions.** The Trustees shall have the power to defend against actions against them individually or collectively in their capacity as Trustees.

The powers granted to the Trustees in this Indenture are intended to be discretionary and not mandatory, and may be exercised by a representative of the Trustees if authorized by the Trustees. No action by the Trustees shall be valid, however, unless agreed upon by at least a majority of their number.

**ARTICLE VI**  
**RULES AND REGULATIONS**

The Trustees may from time to time adopt and amend or repeal rules and regulations governing the use of the Common Facilities and the Common Areas, including but not limited to traffic rules and regulations for the use of Private Street Improvements, but any such rules and regulations adopted or any amendment or repeal thereof after the Control Transfer Date shall not become effective unless and until approved at a meeting of

Owners duly called and held as provided in Section 4.3 of ARTICLE IV by the affirmative vote of Owners entitled to vote who own at least 50% of all of the Lots owned by Owners entitled to vote.

## **ARTICLE VII ARCHITECTURAL CONTROL**

**7.1 Submission and Approval of Plans and Specifications.** No Lot Improvement shall be made unless and until plans and specifications showing the size, shape, height, materials, colors and location thereof has been submitted to and approved in writing by the Trustees as being in compliance with the restrictions in ARTICLE IX. In the event the Trustees fail to approve or disapprove any such plans and specifications, within 45 days after all required plans and specifications have been submitted to them (and fees and deposits, if required, have been paid), then approval will not be required and these provisions will be deemed to have been fully complied with. The Trustees may collect a reasonable fee for reviewing any submission to defray the costs of their review and may require a reasonable deposit in order to assure that, upon completion of the Lot Improvement, all construction debris is removed and any damage to Common Facilities is repaired.

**7.2 Not Applicable to Developer.** The provisions of this ARTICLE VII shall not apply to or govern any original construction work, or any maintenance or repair thereof, performed by Developer or its agents or contractors.

## **ARTICLE VIII ASSESSMENTS**

**8.1 Owner's Personal Obligation for Assessments.** Each Owner of a Lot other than Developer shall, as provided in this Indenture, pay to the Trustees all regular and special assessments that are levied upon such Lot by the Trustees. Developer has no obligation to pay any regular or special assessments.

**8.2 Regular Annual Assessments; Common Fund.** In December of each calendar year, the Trustees shall levy an amount on every Lot as a regular annual assessment of the Trustees. The amount established by the Trustees as a regular annual assessment shall not, however, be greater than that necessary to provide for payment of all debts incurred by the Trustees for the construction, reconstruction, or repair of Common Facilities as they become due, and all anticipated expenses of the Trustees, in the ensuing year and shall not exceed \$200 for any year unless approved by the affirmative vote of at least 51% of all votes entitled to be cast by Owners at a meeting duly called and held as provided in Section 4.3 of ARTICLE IV. All regular annual assessments paid to the Trustees shall be used exclusively for the management, maintenance, and repair of the Common Areas and Common Facilities, payment of taxes and insurance thereon, providing for the protection and enforcement of the mutual rights and interests of the Owners with respect to the Common Areas and Common Facilities, and for enforcing compliance by the Owners with the terms of this Indenture.

**8.3 Special Assessments for Construction or Reconstruction of Common Facilities.** Provided the construction or reconstruction is approved by the affirmative vote of two-thirds of all votes entitled to be cast by Owners at a meeting duly called and held as provided in Section 4.3 of ARTICLE IV, the Trustees may at any time levy special assessments for the purpose of defraying, in whole or in part, the costs of construction or reconstruction of any Common Facilities the Trustees undertake to construct or reconstruct.

**8.4 Special Assessments for Unanticipated Costs not Involving Reconstruction.** The Trustees may at any time when necessary levy special assessments on every Lot for the purpose of defraying, in whole or in part, the cost of any required repair or maintenance of the Common Areas or Common Facilities that does not involve reconstruction thereof, or the protection or enforcement of the mutual rights and interests of the Owners with respect to the Common Areas and Common Facilities, for which the Trustees lacks sufficient funds from collected regular annual assessments.

**8.5 Special Assessments for Correction of Violations of Restrictive Covenants and Abatement of Nuisances.** The Trustees may levy special assessments for the purpose of defraying, in whole or in part, the costs incurred or



paid, or reasonably anticipated to be incurred or paid, by the Trustees in remedying any violation of a restrictive covenant in ARTICLE IX or securing the abatement of any activity or condition which the Trustees have reasonably determined to be a nuisance under the law. Such assessments shall, however, only be levied against the Lot or Lots owned by the Owner who has violated the restrictive covenant or created the nuisance or permitted the nuisance to exist.

**8.6 Special Assessments to Reimburse a Trustee.** The Trustees may levy special assessments for the purpose of reimbursing a Trustee to the fullest extent required by Section 14.3 of ARTICLE XIV.

**8.7 Date of Commence of Assessments; Due Dates.** Regular annual assessments shall be paid in full on the 15<sup>th</sup> day of April of each year. Special assessments shall be paid in equal installments, either annually or semi-annually as determined by the Trustees, on the 15<sup>th</sup> day of April or the 15<sup>th</sup> day of each April and October, as applicable.

**8.8 Effect of Non-Payment of Assessments; Personal Obligation of Owner; Assessment Lien; Remedies of the Trustees.** All regular and special assessments shall be the personal obligation of the Owner of the Lot against which it is levied. If an assessment is not paid when due, the Trustees have a continuing lien for the amount of the assessment on the Lot against which the assessment was levied. The personal obligation of the Owner to pay an assessment, however, shall remain his or her personal obligation and shall not become a personal obligation of his or her successors in title unless expressly assumed by them. If an assessment is not paid when due, the unpaid assessment shall automatically increase by \$25.00 for each year elapsed from the original due date to the date when it is fully paid, and there shall be added to the amount of the assessment all costs of collection, including a reasonable attorney's fee and court costs. To collect a delinquent assessment, interest and collection costs, the Trustees may sue the Owner personally obligated to pay it or, whether or not the Trustees have sued the Owner, may foreclose the lien on the Lot against which the assessment was levied and sell the Lot to collect it, all in the same manner as provided for foreclosure of mortgages in Chapter 443 of the Revised Statutes of Missouri, as amended from time to time.

**8.9 Subordination of Assessment Lien to Mortgages.** The lien for assessments provided for above shall be subordinate to the lien of all mortgages and deeds of trust now existing or hereafter placed upon any Lot subject to assessment voluntarily by its Owner; provided, however, that a sale or transfer of a Lot subject to assessment pursuant to a decree of foreclosure, or in any other proceeding in lieu of foreclosure, including a sale in lieu of foreclosure of a mortgage or deed of trust, shall not relieve such Lot from liability or from the lien for any assessment thereafter becoming due.

## **ARTICLE IX RESTRICTIONS**

The following restrictions shall apply to every Lot and every Owner, except Developer and all Lots owned by Developer (which shall immediately become subject to the following restrictions when conveyed by Developer):

**9.1** No structures other than yard ornaments, sidewalks, walkways, and driveways may be built or maintained on any Lot so as to encroach upon any setback line shown on the Final Plats, or if not shown on the Final Plats, as prescribed by ordinance by the local governing jurisdiction.

**9.2** The principal building on any Lot shall be so located on the Lot so that the long dimension of the building and the main entrance of the building face a street shown on the Final Plats.

**9.3** There shall be no more than one entrance to any streets shown on the Final Plats from any Lot that has less than 100 feet of total frontage on any such street, and no more than two entrances to any streets shown on the Final Plats from any Lot in any event.

**9.4** Lots shall be used for single-family residential purposes only. No commercial or industrial activity of any kind shall be conducted at or from any Lot, except the providing of personal services entirely within a structure on the Lot that does not involve any significant delivery, transfer or storage at the Lot of tangible property to or from others and does not cause or result in the storage or release of any solid, liquid or a gaseous substance.

**9.5** No signs shall be erected or maintained on any Lot except (i) a single "For Sale" sign maintained only while the Lot is actually listed or available for sale and (ii) signs meeting applicable ordinances of the City of Festus, Missouri, and not larger than two feet by three feet which support or oppose a political candidate or a ballot measure that will be voted on at an election scheduled to be held within no more than one month after the sign is first installed. All such signs shall be removed by midnight of the day after the sale is closed or the election is held, as applicable.

**9.6** No structure, any part of which is at or above the surface of the ground, shall be built or maintained on any Lot except structures permitted in Sections 9.6.1 through 9.6.6 below that are not prohibited under any other provision of this Indenture:

**9.6.1** One building intended as the permanent residence of one family and having an attached garage that is at least 20 feet wide and 20 feet deep in exterior dimensions; and if the building has one above-ground floor, the building has a minimum total floor area (exclusive of basement and attached garage) of 1300 square feet, or if the building has more than one above-ground floor, the building has a minimum total floor area (exclusive of basement and attached garage) of 1600 square feet.

**9.6.2** Swimming pools whose normal water level when in use is at or below the surface of the ground. Temporary above ground swimming pools that do not exceed 1200 gallons of total designed water capacity, are not taller than two feet, are not larger than ten feet in diameter, and do not have a permanent filtration system are also permitted, but only during the period beginning on the day before Memorial Day and ending on the day after Labor Day each year, and only if located in the rear yard of the Lot. All such temporary swimming pools must be removed before the second day after Labor Day each year and cannot be installed sooner than the day before Memorial Day each year.

**9.6.3** Fences at least three feet but not more than six feet in height from the level of the ground that are composed of wood, wrought iron, stone, masonry, or man-made materials that have the external appearance of any of the foregoing. Wire mesh and so-called "cyclone" fences are not permitted. No fence may be built or maintained on any Lot that is closer to the fronting street than a line that is an extension of the front line of the residence building on the Lot (exclusive of any front porches or attached garage).

**9.6.4** Gazebos in the rear yard of the Lot whose floor area does not exceed 15% of the main above-ground floor of the residence building on the Lot.

**9.6.5** Mailboxes that are permanently affixed to wood or masonry posts or columns.

**9.6.6** Playground equipment located in the rear yard of the Lot, provided that such playground equipment is maintained free of substantial rust and decay and is used only by residents and guests of residents of such residence building. Playground equipment may not be maintained on a Lot if there is no residence building on the Lot. Temporary basketball goals that are not permanently affixed in the ground may be used on driveways, but must be removed and stored away whenever not in use except when Daylight Saving Time is in effect. Swimming pools are not playground equipment for purposes of this restriction and are subject to Section 9.6.2. Basketball goals are playground equipment for purposes of this restriction.

**9.6.7** One storage shed, not exceeding 144 square feet of floor area, that is located in the rear yard of the Lot so as not to be easily visible from the street. A storage shed may not be built or maintained on a



Lot if there is no residence building on the Lot. Any storage shed must have a shingled gable roof with a minimum 6/12 pitch unless the Trustees approved a different roof configuration. Metal or plastic storage sheds and storage sheds that are taller than nine feet from the ground to the lowest part of the roof are not permitted.

Driveways, decks attached to a residence building, patios, retaining walls, yard ornaments and sculptures shall not be deemed ground level or above-ground structures subject to the restrictions in Sections 9.6.1 through 9.6.6 above.

**9.7** All Lot Improvements, including but not limited to permitted storage sheds, shall be constructed of exterior materials of high quality, shall be architecturally consistent in design, colors, construction and materials with other improvements on the Lot, and shall be constructed in accordance with all applicable building codes.

**9.8** No carports, log homes or log constructed improvements, and no earth homes or similar underground or partially below ground structures intended for habitation shall be built or maintained on any Lot.

**9.9** The main roof of every building on a Lot shall have a rise of not less than six inches for every twelve inches of run and all soffits on buildings on Lots shall be enclosed.

**9.10** Every building on a Lot that has running water shall connect to the available public water system. No wells may be drilled on any Lot.

**9.11** Every building on a Lot that has any wastewater outflow shall connect to the public sewer system and discharge such wastewater into the public sewer system.

**9.12** Every residence building on a Lot shall have a gas meter installed and connected to the available gas utility and shall have a gas furnace and gas water heater. No vessels for the storage or dispensing of oil, gasoline, kerosene, propane, or any other fuel (whether solid, liquid or gas) shall be installed or maintained on any Lot except small portable tanks that dispense fuel only to outdoor barbecue grills.

**9.13** No building on any Lot may be occupied as a residence until it complies with the requirements in this Article and all requirements for obtaining any required occupancy permit from the City of Festus.

**9.14** No living tree having a diameter over six inches shall be cut down or removed from any portion of a Lot unless it is diseased or interferes with the construction of an improvement that is not prohibited under the terms of this Indenture, or because of its species, condition or location it presents a manifest risk of harm to persons or property; provided, however, that trees over six inches in diameter may be removed so that the remaining trees are at least ten feet apart.

**9.15** All utility service lines and connections to improvements on Lots shall be installed and maintained below the surface of the ground.

**9.16** No house trailer, mobile home, manufactured home or other similar structure may be located, constructed, or maintained on any Lot.

**9.17** Powered vehicles may be operated within the Property only on streets designated on the Final Plats and driveways on the Lots; provided, however, that the foregoing restriction shall not apply to riding mowers and lawn tractors not exceeding 25 horsepower or to motor vehicles being used in the construction, reconstruction, maintenance, or repair of structures on Lots or of Common Facilities. Three-wheel and four-wheel recreational vehicles may not be operated anywhere within the Property.

**9.18** Hunting and the discharge of firearms or detonation of fireworks or explosives anywhere within the Property is prohibited.

**9.19** Except for vehicles left by workmen or material suppliers while an improvement is under construction:

(i) boats, trailers, and motor homes shall not be left unattended anywhere within the Property for more than 48 hours except (a) those which are entirely enclosed within a garage attached to a residence building or Common Facility and (b) those which do not exceed 24 feet in length and are licensed, in operable condition and regularly used;

(ii) commercial vehicles shall not be left unattended anywhere within the Property for more than 48 hours except

(a) operable commercial vehicles rated at 2.5 ton net weight or less with single rear axles that are parked on the driveway of a residence building occupied by the respective owners of the vehicles, and

(b) commercial vehicles entirely enclosed within a garage attached to a residence building or Common Facility.

For purposes of this restriction, any van (other than a passenger van) or any truck or other vehicle rated at greater than ½ ton net weight, or which has more than two wheels on the rear axle, or which has more than one rear axle shall be deemed and treated as being a commercial vehicle.

**9.20** Horses, hogs, poultry, goats, cattle or other animals, excluding usual and customary household pets, shall not be kept at any Lot. Household pets shall be restrained from running at large or constituting a nuisance. No dog runs or compounds shall be built or maintained on any Lot.

**9.21** The Owner of a Lot shall at all times keep it free from brush, weeds, trash, and junk, and shall keep it free of all nuisances and dangerous or unhealthy conditions. All garbage, rubbish, bottles, cans and other waste materials shall be kept in sealed and portable containers that are inconspicuously stored.

**9.22** No antenna (which includes any device designed to receive or collect electromagnetic radiation) may be installed or maintained on any Lot except dish or panel form antennae which do not exceed two feet in width at the widest dimension or with their supporting components are not taller than four feet. All connecting cables for such devices shall be installed and maintained underground.

**9.23** Vegetable gardens shall not be planted or maintained on a Lot unless a fully constructed residence building exists on such Lot, and as to Lots on which a fully constructed residence building exists, vegetable gardens shall be planted and maintained only in the yard that is the furthest away from the front building line of such Lot.

**9.24** Every Owner of a Lot shall comply with all applicable ordinances and regulations of any governmental authority having jurisdiction over the Lot, but if any such ordinance or regulation is less restrictive than a provision of this Article covering the same subject matter, the more restrictive provision of this Article shall be complied with.

**9.25** If a violation of any of the restrictions in this Article IX, the Trustees may impose a fine of \$10.00 per day for the violation, provided that the Trustees have given written notice of the violation to the owner of the Lot and such violation has not been remedied within ten days thereafter. The fine will automatically commence on the day after such ten days has elapsed, unless the Trustees specify in such notice a later date for commencement of the fine, and shall be assessed for each day until the day when the violation has ceased. If the violation re-occurs within twelve months after the original notice of violation is given, the original violation shall be treated as never having ceased for purposes of imposition of the fine. Such notice shall be deemed given (i) if mailed, two days after it is deposited in the U.S. mail, addressed to the owner at the address of the Lot where the violation exists, or (ii) if hand delivered, on the same day when it is hand delivered to the owner of the Lot where the violation exists.



The Trustees have a continuing lien for such fines on the Lot against which such fines were levied, and such fines may be collected in the same manner as is provided in Section 8.8 for assessments.

#### **ARTICLE X USE AND ENJOYMENT OF COMMON AREAS AND COMMON FACILITIES**

Every Owner, spouse and child of an Owner, and every guest of an Owner or a spouse or child of an Owner, has the nonexclusive right and easement to use and enjoy all of the Common Areas and Common Facilities according to such rules and regulations as the Owners may adopt at a meeting duly called and held as provided in Section 4.3 of ARTICLE IV. Such rights and easements shall be appurtenant to and shall pass with the title to every Lot. Every Owner, spouse and child of an Owner, and guest of an Owner has the right to use all Private Street Improvements for vehicular and pedestrian ingress and egress to and from public rights-of-way and the Property.

#### **ARTICLE XI SPECIAL EASEMENTS AND RIGHTS OF THE TRUSTEES**

The Trustees and their agents, employees, and contractors are granted and have a perpetual and nonexclusive right and easement of ingress and egress over and across all areas within the Property designated as easements or rights of way, including easements for utilities, for the purpose of maintaining Common Areas and Common Facilities and maintaining, repairing and constructing and reconstructing Common Facilities, and for the purpose of remedying violations of the restrictive covenants in ARTICLE IX and securing the abatement of any activity or condition which the Trustees has reasonably determined to be a nuisance under the law. Any damage to property caused from use of the foregoing easements and rights of ingress and egress shall be repaired by the Trustees within 45 days after such use ceases, unless such repair is impracticable under the circumstances, in which case such repair shall be completed as soon as is practicable.

#### **ARTICLE XII RECORD OWNERSHIP OF COMMON AREAS**

**12.1** The Developer may cause to be incorporated in the State of Missouri a not-for-profit corporation whose sole purpose is to hold record title to the Common Areas for the benefit of the Owners as provided in the Final Plats and this Indenture (the "Common Corporation"). The Articles of Incorporation and Bylaws of the Common Corporation shall provide in effect that the Owners are its sole members and its directors are the serving Trustees.

#### **ARTICLE XIII ASSIGNMENT OF DEVELOPER RIGHTS**

**13.1** The rights, powers, and obligations of Developer under this Indenture may be assigned or transferred by Developer, in whole or in part, to any other Person to whom Developer sells, transfers or assigns all of the unsold Lots within the Property or the entire Property (including in either case all adjacent property that has been subjected to the terms and conditions of this Indenture as provided herein) and whose primary intention is to hold such Lots for sale to others, with or without constructing residence buildings thereon.

#### **ARTICLE XIV GENERAL PROVISIONS**

**14.1 No Fees for Trustees.** Any Person appointed as a Trustee by a court as provided in Section 4.2 of ARTICLE IV who is not an Owner or other resident in the Property shall be allowed a reasonable fee for his services by the order of appointment. Such fee shall be levied as a special assessment against the Lots and shall not be subject to any limitations on special assessments contained in this Indenture. Except for such Persons so appointed the Trustees shall not be entitled to any compensation or fee for their services as Trustees hereunder. Each Trustee shall, however, be reimbursed for all reasonable expenses that are paid or incurred by such Trustee in the performance of such Trustee's duties and functions as a Trustee under this Indenture.

**14.2 Trustees' Liability.** A Trustee shall not be personally liable for any loss, damage, or injury sustained by any Person or the property of any Person or for the death of any Person that results from the exercise or failure to exercise any right or power of the Trustees hereunder except where such loss, damage, injury or death is the direct result of willful misconduct by the Trustee. A Trustee shall not be personally liable for any loss, damage, or injury sustained by any Person or the property of any Person or for the death of any Person that results from mistakes or errors of judgment made by the Trustees in good faith.

**14.3 Indemnification of Trustees.** A Trustee shall be reimbursed for the amount of all losses, costs, expenses, settlements, or judgments (including but not limited to post- and pre-judgment interest, court costs, attorney's fees and other costs of defending such action) paid or incurred by such Trustee in connection with any claim or action made or brought against such Trustee for any loss, damage, or injury sustained by any Person or the property of any Person or for the death of any Person as a result of the exercise or failure to exercise any right or power of the Trustees hereunder, other than to the extent such losses, costs, expenses, settlements, or judgments are the direct result of willful misconduct by such Trustee.

**14.4 Name of Development.** The name of the Development governed by this Indenture shall at all times remain "Bailey Station".

**14.5 Duration; Amendments.** Until terminated as provided below, the covenants, restrictions, easements, charges, and liens existing under and created by this Indenture, as originally recorded or as thereafter amended as provided below, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer and the Trustees and by the various Owners of the Lots and their respective heirs, personal representatives, administrators, executors, successors, and assigns, forever, subject only to the terms of this Indenture. This Indenture may be amended from time to time or terminated at any time by the recording of a written instrument executed as follows:

**14.5.1** At any time before the Control Transfer Date, such instrument must be executed only by the Developer or its successor or assignee.

**14.5.2** If Section 14.5.1 above does not apply, such instrument must be executed by the Owners of record, on the date of the recording of such instrument, of at least a majority of all the Lots.

**14.6 Enforcement of Indenture.** The covenants, restrictions, easements, charges, or liens provided for in this Indenture may be enforced by Developer, any Owner or the Trustees by any proceeding at law or in equity, either against a Person to enforce compliance, to restrain violation, or to recover damages, or all or some of the foregoing, or against property to enforce any lien created or existing under this Indenture. The prevailing party in any court proceeding shall be entitled to recover such party's reasonable attorney's fees incurred in connection with such proceeding.

**14.7 No Waiver by Inaction.** The failure to enforce strictly in any instance any of the covenants, restrictions, easements, charges, or liens provided for in this Declaration shall not be construed or presumed to be a waiver of the right to enforce the same in another instance.

**14.8 Severability.** The invalidation of any provision of this Declaration by judgment or court order shall not affect in any way any other provisions of this Declaration, which shall remain in full force and effect.

**14.9 Governing Law.** This Indenture shall be governed and construed under the laws of the State of Missouri.

[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]



IN WITNESS WHEREOF, Developer has executed this Third Restatement as of the effective date stated above.

HANOVER 2000, L.C.

by its duly authorized Manager

Michael R. Turley  
Michael R. Turley

STATE OF MISSOURI )

) SS

COUNTY OF JEFFERSON )

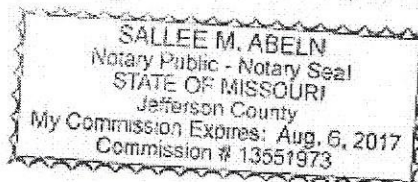
On this 13<sup>th</sup> day of May, 2016, before me appeared Michael R. Turley, to me personally known, who, being by me duly sworn, did say that he is a Manager of Hanover 2000, L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said company by authority of its Managers, and said Michael R. Turley acknowledged said instrument to be the free act and deed of said company.

Sallee M. Abeln

SALLEE M. ABELN

Notary Public

My commission expires: 8/6/2017



## **EXHIBIT A**

### **Property That Is Subject to Indenture**

All the real property that is platted in Bailey Station Plat 1 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 178 at Page 10.

All the real property that is platted in Bailey Station Plat 2 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 186 at Page 11.

All the real property that is platted in Bailey Station Plat 3 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 189 at Page 26.

All the real property that is platted in Bailey Station Plat 4 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 202 at Pages 25 and 26.

All the real property that is platted in Bailey Station Plat 5 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 211 at Page 10 and 11.

All the real property that is platted in Bailey Station Plat 6 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 229 at Page 17 and 18.

All the real property that is platted in Bailey Station Plat 7 as recorded in the plat records of Jefferson County, Missouri, in Plat Book 423 at Pages 2 and 3.