

AMENDMENT TO RESTRICTIONS APPLYING TO VILLAGE OF JEFFERSON

WHEREAS, Jefferson Savings & Loan Association, grantor and developer of Village of Jefferson, has recorded in Book 487 at Page 501 in the Recorder's Office of Jefferson County, Missouri, a Deed of Indenture, Covenants, Conditions And Restrictions, and

WHEREAS, Article X, Section 3 of said Restrictions provides that said Indentures, Covenants, Conditions And Restrictions may be amended by developer without joinder by any other lot owner, and

WHEREAS, the developer desires to amend the Indenture, Covenants, Conditions And Restrictions for the common benefit of developer and all lot owners,

NOW THEREFORE, in consideration of the mutual benefits to be derived by the present and future lot owners of the lots in said subdivision, the undersigned by these presents, does hereby amend said Indentures, Covenants, Conditions and Restrictions as follows:

1. The preamble to said Indenture, Covenants, Conditions And Restrictions, being all that part of said Restrictions which proceeds Article I of said Restrictions, is amended to read as follows:

"WITNESSETH THAT:

WHEREAS, the said developer has caused a parcel of land in Jefferson County, Missouri, to be surveyed and platted, the out-boundaries of which are described on Exhibit A hereto attached, in accordance with guidelines and principles of a Planned Unit Development Project, and that the said developer has authorized plats of portions of said tract prepared which may now be recorded; and

WHEREAS, developer has recorded the plat of the Village of Jefferson Plat I on the 21st day of August, 1972, in the Jefferson County Recorder's Office and contemplates that the remainder of said property will also be subdivided, and that plats thereof will be recorded in Jefferson County Records pursuant to and in conformity with the laws of the State of Missouri, and the development of a Planned Unit Development Project; and

WHEREAS, common land for park and recreational areas has been reserved in the Village of Jefferson Plat I and common land for similar purposes will be reserved in the subsequent plats of the Village of Jefferson; and

WHEREAS, as each of the subsequent plats of the Village of Jefferson is recorded, developer intends to adopt this Indenture of Trust, Covenants And Restrictions and all the provisions thereof for each of said plats; and

WHEREAS, there may be designated, established and recited on the recorded plats of the Village of Jefferson certain streets, common lands and easements which are for the exclusive use and benefit of the residents of the Village of Jefferson, and there may be land dedicated to public bodies, utilities and agencies for the purpose of constructing, maintaining and operating streets, water, sewers, pipes, poles, wires, storm water drainage, street lighting, parks and other facilities for the use and benefit of the residents of the Village of Jefferson; and

WHEREAS, it is the purpose and intention of this Indenture to preserve Village of Jefferson Plat I and each subsequently recorded plat of a portion of Village of Jefferson for the neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to Village of Jefferson Plat I and each subsequently recorded plat of a portion of the Village of Jefferson, including all common lands, and mutually to benefit, guard and restrict future residents of the Village of Jefferson and to foster their health, welfare, safety and morals; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, all of which are sometimes hereafter termed "Restrictions", are jointly and severally for the benefit of all persons who may purchase, hold, own or reside upon any of the several lots and parcels covered by this instrument; and

WHEREAS, developer by deed simultaneously herewith has conveyed to Association and has established as "Common Land" the property described in Exhibit B, see Plat Book 59 page 20 for Exhibit B, hereto attached; "excepting therefrom all numbered lots, all numbered car port lots and lettered lots "A" and "B"; and

WHEREAS, said deed conveys the property described therein to Association for a period to fifty (50) years, after which fee simple title to said property will vest in all of the then record owners of the Lots in all recorded Plats of the Village of Jefferson, as tenants in common, but the rights of such tenants in common will only be appurtenant to and in conjunction with their ownership of Lots in Plats of the Village of Jefferson, and any conveyance or change of ownership of a Lot in a Plat of the Village of Jefferson will carry with it ownership in common property so that none of the owners of Lots in any Plat of the Village of Jefferson and none of the owners of the common property will have such rights of ownership as will permit them to convey their interest in the common property except as an incident to the ownership of such Lots, and any sale of any Lot in any Plat of the Village of Jefferson will carry with it, without specifically mentioning it, all the incidents of ownership of the common property; PROVIDED, HOWEVER, that all of the rights, powers and authority conferred upon Association shall continue to be exercised by Association.

NOW, THEREFORE, developer declares Village of Jefferson Plat I and each subsequently recorded subdivision plat of a portion of Village of Jefferson shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof."

2. Article X, Section 1 is amended to read as follows:

"Enforcement. Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Indenture. Failure by Association or by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If Association or any owner employs an attorney to enforce these restrictions or to bring a proceeding at law or in equity to enforce these Indentures, Covenants, Conditions And Restrictions, then the Association or the owner enforcing the restrictions or bringing the proceeding shall be entitled to recover from any person who shall be in violation of these Indentures, Covenants, Conditions And Restrictions a reasonable attorney's fee for the enforcement of these restrictions and prosecution of any action, including all Court costs."

IN WITNESS WHEREOF, the undersigned has executed these presents the 14th day of DECEMBER, 1977.



JEFFERSON SAVINGS & LOAN ASSOCIATION
By: Lloyd Doerflinger, Jr.
Lloyd Doerflinger, Jr., Vice-President

STATE OF MISSOURI)
COUNTY OF JEFFERSON) SS.

On this 14th day of December, 1977, before me appeared Lloyd Doerflinger, Jr., to me personally known, who being duly sworn, did say that he is the Vice-President of Jefferson Savings & Loan Association, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and acknowledged said instrument to be the free act and deed of said corporation.

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



William J. Schattgen
Notary Public
William J. Schattgen

My Commission Expires: March 2, 1980

FILED FOR RECORD
AT 11 O'CLOCK 56 MIN. A. M.

JAN 16 1978

RICHARD KING, RECORDER