

AGREEMENTS AND RESTRICTIONS  
GOVERNING FOX BROOK ESTATES  
AND FOX BROOK ESTATES PLAT #2

WHEREAS, W. L. Kroeger & Son Investment Company, a corporation duly organized and existing under the laws of the State of Missouri, is the fee simple owner of the following described property located in the County of St. Louis and State of Missouri, to wit:

"A tract of land in the Southeast Quarter of the Southwest Quarter of Section 1 Township 45 North, Range 5 East in St. Louis County, Missouri, and being more particularly described as follows: Beginning at the intersection of the West line of Lindbergh Boulevard 100 feet wide and the South line of Section 1 aforesaid, thence West along the South line of said Section 1 a distance of 300 feet to the point of beginning of the tract of land hereby described, thence continuing Westwardly along the South line of said Section 1, 764.758 feet to a point, which point is 50 feet East of the intersection of the Section line with the East line of parcel conveyed to the City of Creve Coeur by deed recorded in book 4521 page 159 of the St. Louis County Records, thence Northwardly in a straight line parallel with the East line of parcel so conveyed to the City of Creve Coeur 696.366 feet more or less to the North line of property conveyed to Gene Wiley by deed recorded in book 4276 page 184 of the St. Louis County Records, thence East along the North line of property so conveyed to Gene Wiley to a point distant 300 feet West of the West line of Lindbergh Boulevard 100 feet wide, thence South in a direct line a distance of 691.99 feet more or less to the point of beginning. Containing 12.2 acres more or less."

AND, WHEREAS, IT IS THE PURPOSE AND INTENTION OF W. L. Kroeger and Son Investment Company, a Missouri Corporation, that above said tract of ground be subdivided into 21 Lots, to be recorded in two plats, (1. Fox Brook Estates consisting of ten (10) lots and 2. Fox Brook Estates Plat #2 consisting of eleven (11) lots), and that all said lots in both plats are to be covered and governed by this instrument, and that said lots shall be and remain a Single Family Residential Area and said Corporation is desirous of offering the lots in said subdivision for sale subject to the reservations, restrictions and conditions hereinafter set forth for the benefit and protection of future owners of said lots, or anyone of them;

NOW, THEREFORE, In consideration of the premises and of the purchases which may hereafter be made of said lots, or any of them, W. L. Kroeger & Son Investment Company, a Missouri Corporation, does hereby declare and provide that the lots in said subdivision hereinabove described, and each of them, are and shall be subject to the following reservations, restrictions, and conditions:

SECTION 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private attached garage for not more than four (4) cars. The living floor space area of the main structure exclusive of open, unheated porches or breezeways and garages shall not be less than 1400 square feet. Basements shall be optional. The main portion of the roof structure shall not be a flat roof.

SECTION 2. No building shall be erected, placed, or altered on any of said lots in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to location of the buildings with respect to topography and finished ground elevation by a majority of the Board of Trustees.

continued

SECTION 2. No fence or wall shall be erected or placed beyond the front building line of any lot or along any right of way without approval of the Board of Trustees as to the material, location and design thereof. In the event a majority of the Board of Trustees fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall not be required of any plans or specifications thereof, & compliance with this condition will be deemed to have been made.

SECTION 3. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

SECTION 4. No trailer, boat, or any type of commercial vehicle may be kept, stored or parked (between 6 P.M. & 6 A.M.) on any street of this subdivision nor on any lot except in an enclosed garage, attached to a part of above single family dwellings.

SECTION 5. It shall be the duty of every lot owner to keep his lawn mowed and free from debris, cans, garbage, and filth. In the event a lawn is neglected, and a grass cutting or removal of said rubbish is deemed necessary by the Trustees, they shall give the lot owner five (5) days notice by United States Registered Mail. If not then cut or removed, trustees shall order it cut or removed and assess the lot owner for its cost. Such assessment shall be a lien upon said property, and its collection enforceable by legal action by Trustees.

SECTION 6. No soft coal shall be used in Fox Brook Estates or Fox Brook Estates Plat #2 for any purpose.

SECTION 7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

SECTION 8. W. L. Kroeger, H. W. Penning, and C. E. Westbrook are hereby appointed trustees and shall constitute the Board of Trustees of Fox Brook Estates and Fox Brook Estates Plat #2 and shall serve as trustees until W. L. Kroeger & Son Investment Company has disposed of all its lots in said Fox Brook Estates and Fox Brook Estates Plat #2 and it has notified the Board of Trustees that it intends no further additions. In no case shall their terms expire later than December 1, 1966, unless they still own lots within said Subdivisions, in which case two of them shall be elected two of three trustees elected in the first election. On December 1, 1966, or sooner upon resignation of W. L. Kroeger, H. W. Penning, and/or C. E. Westbrook, each lot owner shall cast one vote in electing three trustees, to serve terms of one, two, and three years respectively, adopting such rules of procedure as they may desire.

SECTION 9. The trustees are hereby authorized to obtain any liability or other insurance as they deem necessary for the protection of the lot owners or the trustees in the performance of their duties, the premium for which shall be paid out of the assessment fund.

SECTION 10. The trustees shall serve without pay.

SECTION 11. Should a trustee die, resign, become incapacitated or disqualified from acting, the then surviving trustee or trustees shall ~~call~~ within 60 days a special election giving ten (10) days notice to fill said vacancy or vacancies. *appoint a lot owner to serve out the balance of that term*

SECTION 12. In the event that there should occur complete vacancy in the office of all trustees, then any two (2) or more lot owners in Fox Brook Estates and Fox Brook Estate Plat #2 may call a special meeting to elect successor trustees to fill the unexpired terms.

SECTION 13. Each of the trustees shall be responsible only for his act of willful default or malfeasance and shall not be responsible for any of the acts or deeds of his co-trustees.

SECTION 14. Each lot owner of Fox Brook Estates and Fox Brook Estate Plat #2 shall pay proportionately, that is 1/21 each of 21/39th's of the total cost of annual maintenance of the portion of Quailways Drive (part of which is a private drive) as relocated and widened running eastwardly from its intersection with Lot 1 of Quailways Subdivision to Lindbergh Boulevard, three hundred feet more or less, as set forth on the plat of Fox Brook Estates recorded as Daily No. 2 on February 2, 1962 in the office of St. Louis County, Missouri, Recorder of Deeds. This shall continue until such time as that portion of Quailways Drive, as above described which is now private, may be dedicated to the City of Creve Coeur as a public street and accepted by said city as a public street. In the same proportion above mentioned (1/21st each of 21/39th's) each lot owner shall pay for the operation and maintenance of any gates, lights, and plantings at the Subdivision entrance at the intersection of Quailways Drive and Lindbergh Boulevard. Also each lot owner shall each pay 1/21 share of the operation and maintenance of the streets, street lights and park-bridge, if any, in Fox Brook Estates and Fox Brook Estates Plat #2.

SECTION 15. To enable the Board of Trustees to perform their duties, exercise their rights and powers, administer their trust, defray the costs, charges, expenses, assessments, fees and other disbursements and payments herein mentioned, or incidental to the performance of any duty or execution of any right, power or authority herein mentioned, they shall have the power to make assessments upon or against the lots and against the owners of the lots in Fox Brook Estates and Fox Brook Estate Plat #2, apportioned to and against each lot equally, of not more than ~~thirty-five (\$35.00)~~ <sup>see. by. fin.</sup> ~~575.60~~ <sup>575.60</sup> Dollars per year per lot. All such assessments shall be apportioned to and against each owner or group of joint owners in accordance with the number of lots owned by him or them.

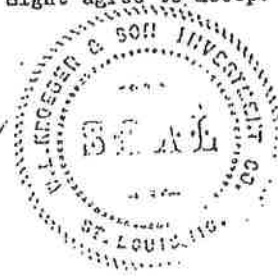
SECTION 16. Every assessment authorized hereunder shall be a lien upon any lot or parcel of ground to which it relates. Immediately upon ascertaining the amount due by each property owner of the expenses to incurred said Board of Trustees shall notify such property holder of the amount due, the property upon which said assessment is made, and demanding that payment be made promptly, within thirty (30) days from the date of said notice. Said notice shall be in writing and may be served either in person upon said party or parties, or upon his, her, or their representatives, or by mailing a copy of said notice to his, her, or their last known post office address. The amount of said assessment as given in said notice and demand for the payment of same having therein been made, shall be and become, from the date of such notice or demand, a lien upon or against the property named in said notice or demand as fully and completely as if secured by a Deed of Trust on said property, and if said amount be not fully paid within the time stated in said notice or demand, it shall bear interest at the rate of eight per cent (8%) per annum, from the date of said notice or demand to date of payment. Whenever any assessment is delinquent for a period of ninety (90) days, the Board of Trustees may take any legal steps for the collection thereof, including the institution and prosecution of suit, and the delinquent lot owner shall be liable for reasonable attorney's fees in the collection thereof, which said fee and interest above provided shall constitute a lien on his, her, or their lot or lots.

SECTION 17. These covenants shall be filed in the office of the Recorder of Deeds of St. Louis County, Missouri, and shall be binding upon the parties hereto, and the future owners of the property hereinabove described, and upon all persons or corporations claiming under the parties hereto, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

SECTION 18. Any restrictions, covenants and conditions imposed by this indenture may be rescinded or modified, or new restrictions, covenants and conditions added if approved in writing by owners of eleven (11) of the twenty-one (21) lots, among whom W. L. Kroeger, H. U. Penning, and C. E. Westbrook shall be necessarily approving parties if still trustees.

SECTION 19. Those covenants, conditions, restrictions and easements, as contained in this deed, shall and are to be construed as independent, and should any one of them be declared void, or for any reason unenforceable, the validity and binding effect of the remainder shall not be impaired or affected thereby.

SECTION 20. W. L. Kroeger & Son Investment Company reserves the right and power to the Board of Trustees to dedicate the streets in Fox Brook Estates and Fox Brook Estate Plat #2 to the City of Creve Coeur for public maintenance at such time the City of Creve Coeur might agree to accept said streets for public maintenance.



W. L. KROEGER & SON INVESTMENT CO.

*Clyde E. Westbrook*

State of Missouri) ss. On this 2nd day of July 1962,

County of St. Louis) before me appeared CLYDE E. WESTBROOK to me personally known, who, being by me duly sworn, did say that he is the Vice-President of W. L. Kroeger & Son Investment Co. 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 said Clyde E. Westbrook acknowledges said instrument to be the free act and deed of said corporation.

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.



*Gladys Skrabby*  
Notary Public

State of Missouri )  
County of St. Louis) ss  
FILED FOR RECORD  
JUL 24 1962  
At 2:30 o'clock P.M.  
*John L. Koob*  
Recorder of Deeds

Laclode Bond & Mortgage Company, a corporation, owner and holder of notes secured by Deed of Trust filed in Book 4820 Page 76 of the St. Louis County Records, in consideration of the sum of one dollar (\$1.00) the receipt of which is hereby acknowledged, the undersigned does join in and approve the above agreements and restrictions.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of July, 1962.



Laclode Bond & Mortgage Company

*Carl Harris*

Exec. Vice President

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State of Missouri) S.S. On this 15th day of July, 1962, County of St. Louis) before me appeared CARL HARRIS to me known personally, who being by me duly sworn did say that he is the <sup>Exec</sup> Vice President of Laclode Bond & Mortgage Company, 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 said CARL HARRIS acknowledged said instrument to be the <sup>Exec</sup> act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County of St. Louis, Missouri, the day and year last above written.



Commission expires June 29, 1964.

*F. J. Scherer*  
Notary Public

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AMENDMENT TO AGREEMENT AND RESTRICTIONS GOVERNING  
FOX BROOK ESTATES AND FOX BROOK ESTATES PLAT #2

WHEREAS, the original Agreement and Restrictions Governing Fox Brook Estates and Fox Brook Estates Plat #2, as recorded in Book 4870, Page 41, provides in Section 18 for the amendment of said Agreement and Restrictions and,

WHEREAS, the Trustees of said subdivision have followed the required provisions and have obtained the approval of at least eleven (11) of the twenty-one (21) lot owners to the hereinafter set forth amendments to the Agreement and Restrictions,

NOW, THEREFORE, Section 11 and Section 15 are hereby amended as follows:

1) Section 11 to read:


"Section 11. Should a trustee die, resign, become incapacitated or disqualified from acting, the then surviving trustee or trustees shall within sixty (60) days appoint a lot owner to serve out the balance of that term."


2) Section 15 by deleting from the ninth line thereof the words and numbers "thirty-five (\$35.00)" and inserting in lieu thereof the words and numbers "seventy-five (\$75.00)".

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Trustees of Fox Brook Estates  
and Fox Brook Estate Plat #2

  
June Bartley, Trustee

  
Lori Ostapowicz, Trustee

  
Martin Satz, Trustee

STATE OF MISSOURI) SS  
COUNTY OF ST. LOUIS) FILED FOR RECORD

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RECORDER OF DEEDS  
ST. LOUIS COUNTY, MO.

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS )

SS

On this 15TH day of MARCH, 1988, before me appeared June Bartley, Lori Ostapowicz and Martin Satz, to me personally known, who, being by me duly sworn, did say that they are the Trustees of Fox Brook Estates and Fox Brook Estates Plat #2, a subdivision in St. Louis County, State of Missouri and that the instrument was signed on behalf of said Subdivision Owners by authority of the original Agreement and said parties acknowledge said instrument to be the free act and deed of said Trustees.

IN WITNESS 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.



*J. Leonard Wauther*  
Notary Public J. LEONARD WAUTHER

END OF DOCUMENT

BOOK 8282 PAGE 1096

AD ...

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RECORDED OF DEEDS  
ST. LOUIS COUNTY, MO.  
FILED FOR RECORD

000392 MAR 15 88



STATE OF MISSOURI }  
County of St. Louis } ss.

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears on the face hereof, and is truly recorded in the Book; and at the page or pages indicated thereon.

*David P. ...*

Recorder of Deeds

By *[Signature]*  
Deputy Recorder