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INDENTURE OF RESTRICTIONS
OF RIES MEADOWS

THIS INDENTURE, made and entered into this 29TH day of June, 1976, by and between SUBURBAN BUILDING COMPANY, INC., a corporation, organized and existing under the laws of the State of Missouri, with its principal office and place of business situated in the County of St. Louis, State of Missouri, Parties of the First Part, and DALE F. DUNTON, DARLENE C. DUNTON and EDWARD R. DABLER, all of the County of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as "Trustees",

WITNESSETH THAT:

WHEREAS, The Party of the First Part is the owner in fee of a tract of land situated in St. Louis County, Missouri, being more particularly described as follows, to-wit:

A tract of land in the Southwest 1/4 of Section 2, Township 44 North, Range 4 East, St. Louis County, Missouri and described as follows: Beginning at an old stone at the Northwest corner of said Southwest 1/4 of Section 2; thence North 88° 48' 42" East, along the East and West centerline of said Section 2; 1166.04 feet to an old iron pipe at the Northwest corner of a tract of land conveyed to Fred W. E. Best and wife by deed recorded in Book 1893, Page 386 of the St. Louis County Records; thence South 28° 06' West, along the West line of said Best property, 259.56 feet to the Southwest corner of said Best property; thence North 88° 59' 42" East, along the South line of said Best property, 381.72 feet to a point; thence South 28° 05' 25" West, 245.09 feet to a point; thence South 89° 17' 35" East, 11.93 feet to its intersection with the North and South centerline of said Southwest 1/4 of Section 2, which centerline is also the West line of Ries Road Extension, 40 feet wide; thence South 0° 06' 55" West along said centerline, 67.20 feet to a point; thence North 65° 31' 34" West, along a line parallel with and 15.00 feet Southwest of, measured perpendicular to, the Northeast line of Parcel 1 of two tracts of land conveyed to Genevieve Cull and Charles R. Foulds and Barbara Foulds, his wife, by deed recorded in Book 5134, Page 54 of the St. Louis County Records, 412.35 feet to a point on the North line of said Parcel 1; thence North 89° 35' 14" West, along the North line of said Parcel 1 to the Northeast corner of Parcel 2 of two tracts of land conveyed to Genevieve Cull and Charles R. Foulds and Barbara Foulds, his wife, by

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STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss
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Tom G. Foulds
RECORDED DEEDS

deed recorded in Book 5134, Page 54 of the St. Louis County Records; thence South 0° 03' 40" West, along the East line of said Parcel 2, 374.01 feet to the Southeast corner of said Parcel 2; thence North 89° 56' 34" West, along the South line of said Parcel 2, 727.55 feet to the Southwest corner of said Parcel 2, said point being a point on the West line of said Section 2; thence North 0° 37' 40" East, along the West line of said Parcel 2, and along the West line of said Section 2; thence North 0° 37' 40" East, along the West line of said Parcel 2, and along the West line of said Section 2, 682.52 feet to the point of beginning and containing 15.883 acres.

WHEREAS, SUBURBAN BUILDING COMPANY, INC. has caused the aforescribed land to be laid out as a subdivision designated as "RIES MEADOWS", which plat was heretofore recorded in the offices of the Recorder of Deeds for St. Louis County, Missouri, in Plat Book 167, Page 57, and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions and to apply that plan and restriction to all of said land and every parcel thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety, and morals of all who own or reside in said area; and,

WHEREAS, all reservations, limitations, conditions, assessments, and covenants herein contained, 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.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements, made by the Parties hereto each to the other, the Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs and assigns and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in RIES MEADOWS, and in such further plats of RIES MEADOWS from the afore-described property, all as described herein as follows, to-wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

--MEETINGS OF LOT OWNERS--

The Trustees shall be three (3) in number and the initial Trustees shall be DALE F. DUNTON, DARLENE C. DUNTON, and EDWARD R. DABLER, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. If any Trustee resigns, refuses to act, becomes disabled or dies prior to the sale of 50% of the developed lots in RIES MEADOWS, the remaining Trustees shall have the power to appoint a successor or successors.

After 50% of the lots in the entire subdivision (RIES MEADOWS) have been developed and sold the developer shall cause not less than 1/3 of the initial Trustees or successors thereto to resign and the resident lot owners of RIES MEADOWS shall elect a Trustee who is a resident of RIES MEADOWS in his place and stead.

After 95% of the lots in the entire subdivision (RIES MEADOWS) have been developed and sold the developer shall cause one of the remaining initial Trustees or Successors thereto to resign and the resident lot owners of RIES MEADOWS shall elect a Trustee who is a resident lot owner of RIES MEADOWS in his place and stead.

After 100% of the lots in the entire subdivision (RIES MEADOWS) have been developed and sold the remaining initial Trustee shall resign and the resident lot owners of the RIES MEADOWS shall elect a Trustee who is a resident lot owner of RIES MEADOWS in his place and stead.

The first three Trustees elected after the sale of 50% of the developed lots in RIES MEADOWS shall be for a tenure of one, two and three years respectively in order to obtain continuity of trusteeship. Thereafter, the tenure will be for a period of three years each. In the event of a vacancy in the Board of Trustees or upon the expiration of a Trustee's term of office after 50% of the developed lots in the subdivision have been sold, the remaining Trustees shall call a meeting of the record owners of the fee simple title of all of the lots according to the recorded plats of RIES MEADOWS. The notice of said meeting shall be in writing, sent by mail to or personally served upon, all of such record lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of electing a new Trustee or Trustees. The said Notice shall specify the time and place of meeting and the place of meeting shall be in St. Louis County. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the powers to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The result of such election shall be certified by the persons elected as chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. A majority of the lot owners shall constitute a quorum at the respective meeting of each.

II

RESERVATION OF EXPENDITURES

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

III

TRUSTEES' DUTIES AND POWERS

The Parties of the First Part hereby invest the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities.

1) To exercise such control over the easements, streets and roads, entrances, lights, gates, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded Plat or Plats of said above described tract of land, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc. by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permissions) 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 shown on said plat.

2) To prevent as Trustees of any express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

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

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

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

IV

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

1) All payments provided herein shall be payable in advance and shall be payable quarterly on or before January 1, April 1, July 1, and October 1, of each year. If payment is not made within ten (10) days after said payment shall become due and payable, Party of the Second Part may file with the Recorder of Deeds of St. Louis County, Missouri, the names of the parties holding legal title to the premises on which the payment is delinquent, the address of said persons, the legal description of the property, the amount due at the date of filing; and the delinquent owners shall pay all costs of filing, recording, attorney fees, principal and interest at the rate of 8% per annum from due date to date of payment and cost of releasing. Upon filing of above notice of delinquency by Party of the Second Part, the amount due and costs thereon shall become a first lien upon said property. In addition to a lien upon the property as above set out by reason of nonpayment of charges as provided, Party of the Second Part may discontinue service if payment is overdue for a period of six (6) months or more, including all costs incurred in disconnecting and reconnecting said service.

2) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of not to exceed Fifty (\$50.00) Dollars per lot in each year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and power of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately, lighting expenses, mowing, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owners.

3) All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

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(b) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, grassed and shrubbed areas of the cul-de-sacs, median strips and other non-public areas such as entrance markers, roadways and easements, "if any", ~~no~~ otherwise accepted by a public agency or utility.

(c) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of 8% per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and causes same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

4) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when feasible.

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

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

6) Trustees shall also have the power by way of exampled and not by way of limitation to construct, reconstruct, maintain, repair, and operate entrance easements and gates or walls of any type, character or descriptions, at such locations which the Trustees may deem necessary.

V

RESTRICTIONS

1) These covenants shall be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, shall run with the land and shall be binding upon the Parties hereto and future owners of the property hereinabove described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change these covenants in whole or in part.

2) LAND USE AND BUILDING TYPE: 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 or attached single family dwelling and a private attached or detached garage.

EMINENT DOMAIN CLAUSE

In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as the times fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event, the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads, or easements.

9A.



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3) ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In the event the Trustees fail to approve or disapprove within 30 days after plans and specifications have been submitted to them, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and related covenants shall be deemed to have been fully complied with.

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE: The initial Architectural Control Committee shall be DALE F. DUNTON, DARLENE C. DUNTON and EDWARD R. DABLER, who by their signatures to this instrument have consented to act in such capacity. The initial members of the committee and their successors shall serve at the pleasure of the Trustees. In the event of any vacancy on the Committee caused by resignation or otherwise, such vacancy shall be filled by a vote of the majority of the Trustees of the Subdivision.

4) BUILDING LOCATIONS: No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over each lot. 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 flow of water through drainage channels in the easements, or which may

change 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.

6) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in streets, yards, or driveways of Subdivision. No fence, patio, tool shed, dog house or other outbuilding, clothes line, clothes pole, or clothes drying structure may be erected, and no derelict automobiles, boats, trailers, debris or materials may be placed or stored on or parked in front, beside or behind any house or on any lot, either temporarily or permanently, without specific approval of the Architectural Control Committee.

7) TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, provided, however, that Grantor herein reserves the right to use and occupy one or more lots for display houses to be built by the Grantor in this Subdivision as display houses, as its sales and construction office during the development of this Subdivision, and until the last lot in said Subdivision is improved and sold; and provided further, that Grantor reserves unto itself the right to amend the building lines on any lot in said plat or plats to correct minor violations of said building lines which may have occurred during the construction of improvements on any such lot in said Subdivision.

8) LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained for any commercial purposes.

9) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10) SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot.

VI

GENERAL PROVISIONS

1) ENFORCEMENT: Enforcement of any of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore.

2) LIABILITY OF TRUSTEES: TRUSTEES NOT TO BE COMPENSATED: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their discretion, deem necessary. Neither the Trustees nor Successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

3) SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

4) AMENDMENT: This Indenture of Trust and Restrictions and any part thereof may be modified, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of one-third (1/3) of the lots in the subdivision then included

under the terms of this Indenture, subject to the following: So long as SUBURBAN BUILDING COMPANY, INC., or their successors are the owners of any lot in RIES MEADOWS, they may modify, amend, or change the side yard line and building lines as established herein, and may modify and amend any or all of the terms, conditions and provisions including the jurisdiction of the instrument beyond its original boundaries hereof, any such amendment, alterations, change, additions or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of Recorder of Deeds for the County of St. Louis, Missouri, shall become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of SUBURBAN BUILDING COMPANY, INC., so long as they are owners of more than two lots in said subdivision, and the approval of the Director of Planning of St. Louis County.

IN WITNESS WHEREOF, the said Parties of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

Secretary *Dale F. Dunton*

SUBURBAN BUILDING COMPANY, INC.

By: *Dale F. Dunton*
DALE F. DUNTON President

PARTIES OF THE FIRST PART

ARCHITECTURAL CONTROL COMMITTEE:

Dale F. Dunton
DALE F. DUNTON

Dale F. Dunton
DALE F. DUNTON

Darlene C. Dunton
DARLENE C. DUNTON

Darlene C. Dunton
DARLENE C. DUNTON

Edward R. Dabler
EDWARD R. DABLER

Edward R. Dabler
EDWARD R. DABLER

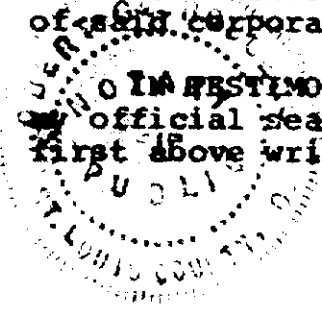
PARTIES OF THE SECOND PART - TRUSTEES

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 27th day of June, 1976, before me appeared DALE F. DUNTON to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of SUBURBAN BUILDING COMPANY, INC., 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 DALE F. DUNTON 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 official seal in the County and State aforesaid, the day and year first above written.



Robert G. Rodgers

NOTARY PUBLIC

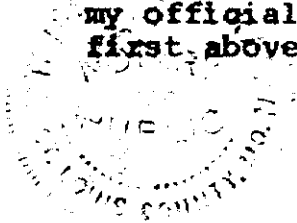
My commission expires:

ROBERT G. RODGERS
My Commission Expires March 20, 1977

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this _____ day of June, 1976, before me personally appeared DALE F. DUNTON, DARLENE C. DUNTON and EDWARD R. DABLER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



Patricia M. Flanagan

NOTARY PUBLIC PATRICIA M. FLANAGAN

My commission expires:

5/14/79