

WHITEHALL COURT
ST. LOUIS COUNTY, MISSOURI
TRUSTEES AGREEMENT & PROTECTIVE COVENANTS
AMENDED

Helen S. Alt, owner
and Quentin P. Alt, her husband

to

Quentin P. Alt, Jackson F. Adams, and Winifred L. Seeman,
Trustees.

This indenture is made this 28th day of January, 1948, by
and between Helen S. Alt of the County of St. Louis, State of Missouri,
referred to as the "owner" and Quentin P. Alt, Jackson F. Adams, and
Winifred L. Seeman, referred to as the "trustees",

Witnesseth: that whereas, the owner is the owner of a tract of land
situated in the City of Brentwood, State of Missouri, described as
follows:

Part of lots 1 and 3 of the Subdivision in Partition
of the Estate of James Wilgus, Deceased, in Sections
20 and 21, Township 45 North, Range 6 East, in the
County of St. Louis, Missouri, bounded North by
Quarter Section line, South by property now or
formerly of Henry Pfaff, East by property now or
formerly of John Goebels, and West by the Center line
of Lay Road, containing 11.13 acres, more or less.

AND WHEREAS, the owner has caused the above described tract of land to
be laid out as a subdivision under the name of "WHITEHALL COURT" and a
plat thereof has been made and recorded in the office of the Recorder of
Deeds of the County of St. Louis, State of Missouri, in page 9 of
Plat book 42.

AND WHEREAS, it is the purpose of the grantor to improve the above
described tract of land by laying out and making private parks, streets
and sewers therein, by planting trees and shrubbery and other useful works
designed to fit the lots of said subdivision for the purpose of residence
and to render it desirable therefore and to have said streets, parks and
sewers improved, maintained, protected and so managed in the future as to

carry out the purpose of making and continuing said tract of land as a desirable place for private residence and secure to the purchasers, their heirs, successors and assigns, the exclusive use of the parks, streets, sewers, walks and easements hereinafter by this instrument created and established.

WHEREAS, all reservations, limitations, conditions, easements, and covenants, any and all of which are hereinafter termed "restrictions" are made jointly and severally for the mutual benefit of all persons, their heirs, successors and assigns, 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 the sum of \$1.00 to them in hand paid by the "Trustees", the receipt of which is hereby acknowledged and with the agreement and consent of the Trustees to act under this indenture, the owners hereby impose the restrictions hereinafter set out on the property herein described, and do hereby create and grant unto said Trustees and to their successors in trust, duly chosen and qualified, the rights, powers, duties and authorities hereinafter set forth; and said Trustees and their successors duly chosen, elected or appointed and qualified, accept the trusts upon conditions only that each of said trustees shall be responsible only for his or her own wrongful acts or willful default and not one for the other or others, and upon the further conditions that no trustee hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or acts omitted to be done by such trustees respectively, individually or collectively.

1. The first trustee named above shall serve for a term of 3 years; the second for a term of 2 years, and the third for a term of 1 year and until his or her successors shall respectively be elected and take office. Upon the expiration of said respective terms, each trustee shall be elected in the manner hereinafter provided, for a term of 3 years or should any of said trustees, or any successor or successors, die or cease to reside in the County of St. Louis, or decline to act, or become incompetent, by reason of sickness or expiration of term or by other cause, to discharge the duties or avail of or exercise the rights or powers granted or bestowed upon them as trustees under this indenture, then and

thereupon it shall be the duty of the survivor or remaining trustees, as soon as reasonably may be, to call a meeting of all the then owners of said lots, to be held at a convenient place in the County of St. Louis, first having given at least ten days written or printed notice of the time and place of such meetings, and of the business to be thereat transacted; the said notices shall be served by any of the methods provided hereinafter in Paragraph 2 (G); the owners who attend said meeting shall elect a chairman and proceed by vote or ballot to elect a successor or successors to fill such vacancy or vacancies, the owner or owners of said lots being entitled to one vote for each single dwelling plot (See Section 3 E), which vote may be cast in person or by proxy. And the person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, subject to all the duties and restriction by this indenture imposed, succeed to, be vested with and possess and enjoy as a joint tenant but not as a tenant in common with the remaining trustee or trustees, all the estate, rights, interest, privileges and powers by this indenture granted to his or their predecessor and such a selection (at a meeting to be called, organized and conducted in the manner aforesaid) shall be made as often as a vacancy, from any cause, occurs, until the expiration of this agreement; should such survivor or remaining trustee or trustees refuse or neglect to call such meeting within 60 days after the occurrence of such vacancy or should all the trusteeships be vacant at the time, then such meeting may be called by the owner or owners of any five of said lots, who shall give a like notice thereof, served as aforesaid.

2. The Trustees are hereby vested with full power and authority by the owner to perform the acts listed herewith, including the following but not by way of limitation:
 - a. To grant easements up to 5' (five feet) in width on each side of the rear of any lot for public utility purposes;
 - b. To dedicate any street, sewer, park walk or easement for public use and maintenance; if approved in writing by a majority of the owners of lots as plotted;
 - c. To repair, maintain and improve the streets, sewers, parks, walks and easements and to construct sidewalks;

- d. To require before the commencement of any excavation or the erection, placement or alteration of any building upon any lot, that the complete floor plans, elevations and detailed specifications, together with a plot plan, showing the location of all buildings to be located thereon, including all garages, porches and fences, shall be submitted to the trustees for approval. The trustees have the right to approve or reject any plan in whole or in part. The approval shall be indicated by two trustees signing the plans, specification and plot plan. If the plans are not approved within Thirty days from the date of submission, and if thereafter written request for approval, directed to any one of the trustees by registered mail be unanswered by the trustees, failing to approve or reject said plans within 8 days, then such plans submitted shall be deemed approved by the trustees.
- e. To enable the trustees, without cost to themselves, to exercise the duties and powers devolved upon them, they are granted the right and power to make uniform assessments upon and against the several lots or parcels of land in said subdivision, not to exceed for general purposes, however \$15.00 per lot in any one year. The trustees may receive, hold, convey, dispose of and administer in trust, for any purpose mentioned in this indenture, any gift, grant, conveyance or donation of money, real or personal property. The trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time, enter into contracts, including contracts for insurance, employ agents, servants and labor as they deem necessary and employ counsel and institute and prosecute such suits as they may deem necessary or advisable and defend suits brought against them, or either of them, in their character of trustees; nothing herein contained shall be taken to compel the trustees to make any payment or incur any liability in excess of the amount which shall, for the time being, be in their hands as the result of assessments made against lot owners as herein provided.

f. The assessments so levied shall include such amount as may be deemed necessary by the trustees to defend and enforce restrictions and for the proper improvement or maintenance of a street, entrance ways, sewers, parking spaces and trees in the streets, crosswalks and parks or lots within or about the subdivision. In the event of failure on the part of Public authorities to adequately maintain, clean, light, or sprinkle the streets, remove snow from the streets, remove weeds, flush sewers, furnish fire protection, remove street obstructions, police the subdivision, collect, remove and dispose of garbage, cinders or rubbish, or otherwise fail to provide for the public health, welfare or safety of the property owners, the trustees may, at their discretion, make assessments or employ funds at their disposal for such purposes, and may make and assume proper contracts therefor, covering such periods of time as they may deem best. In no event shall the total assessment for any and all purposes be more than \$15.00 per lot in any one year, except that after 60% of the total number of lots have been sold, the trustees may, if they deem it necessary, submit in writing to the owners of the lots any plan calling for an additional expenditure and the amount of assessment required. If such project and the assessment so stated shall be approved by the written consent of owners of more than two-thirds of the total number of lots as plotted, the trustees shall, in the manner above prescribed, notify all owners of lots in this subdivision of the additional assessment which shall be apportioned in equal amounts for each lot and collected as above set forth and shall likewise become a lien as herein provided. Every assessment hereby authorized shall constitute, from and after passage of a resolution levying the same and the recording thereof in the minutes of the proceedings of the trustees, the personal debt and obligation of the holders respectively, of the legal titles of the several lots of said subdivision to which such assessment refers or is made

applicable; said assessment shall bear interest as herein provided. In addition every assessment from and after the time just aforesaid shall be and constitute a lien or charge against any lot to which it relates prior to any other lien or encumbrances, and shall be enforceable by the trustees against such lot in like manner as is, or may be provided by law for the enforcement of equitable liens generally or the manner in which the general taxes are collected or enforced by the County of St. Louis, State of Missouri.

- g. Notice of assessments may be given by mail addressed to the last known or usual post office address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the lot itself. Service in any one of said methods shall be sufficient. If any assessment be not paid within 30 days after notice is given, as provided, it shall bear interest at the rate of 8% per annum from the date of service of notice until paid, and such interest shall also constitute a lien, together with the principal against the lot in question. All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri are hereby referred to and made a part of this instrument. In case of any assessment or assessments not being paid when due, the owner of said lot, as well as the lot itself shall be liable for the payment of same, also for all costs and expenses of whatsoever kind, including attorney's fees, incident to enforcing the collection of said assessment or assessments. At any time after the passage of the resolution levying an assessment and the entry thereof 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 cause 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 for said assessments upon proper payment by executing, acknowledging and recording, at the expense of the owner of the property

Lots Nos. 9 through 22 inclusive shall not be divided except in a manner as to create smaller dwelling plots than shown on the recorded plat for said lots 9 through 22. Provided, however, that the trustees shall be empowered to allow encroachments, if in the opinion of the trustees such encroachments would not be harmful to any other lot owners in the subdivision and would be reasonably necessary for the best utilization of the building plots in the erection of a dwelling thereon.

- d. No gutters and down spouts shall connect with the sanitary sewers.
- e. A dwelling may be built on more than one lot or on adjoining parts of two or more lots; in either of such cases said plots so aggregated, shall, for all of the purposes of this instrument, be considered and treated as a single dwelling plot. When an owner has purchased a homesite of, or a home has been constructed on, any combination of one or more lots or parts thereof, thereafter for all purposes of the provisions of the protective covenants instrument recorded in Book 2408, Page 109, of the St. Louis County Records and all amendments thereto, said combination of one or more lots or parts thereof shall be considered as one lot or plot.
- f. No dwelling shall be built where the contract price is less than 70 times the wholesale building material price as published monthly by the United States Bureau of Labor Statistics.
- g. The ground floor area of the main structure, exclusive of open porches, garages, terraces shall be not less than:
 - 1150 square feet in case of a one-story structure,
 - 900 square feet in case of a one-and-a-half-story structure, 800 square feet in case of a two-story structure. No ceiling height shall be less than 8' on the first floor and 7'6" on the second floor.
- h. No noxious or offensive activity or trade of any kind shall be carried on in the subdivision.

- i. No lot in this subdivision nor any interest therein shall be sold, resold, conveyed, leased, rented to or in any way acquired, used or occupied by others than those wholly of the caucasian race; provided, however, that this restriction and conditions shall not apply to bona fide servants employed by and living with a family of the caucasian race residing in this subdivision.
- j. No pigeons or poultry, rabbits, or other animals, excepting a reasonable number of dogs and cats kept as pets, may be kept in or on any part of said property unless written permission be obtained from the trustees, and such permission, if granted, shall be revocable at the pleasure of said trustees.
- k. All garages must be joined to the main part of the house or to a porch or breezeway which joins to the main part of the house. No garage, porches, breezeway, terraces or patios shall be built less than the six feet from the side lot line
- l. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this subdivision shall be at any time used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence. No property shall be used as a rooming or boarding house.
- m. The street, "Whitehall Court", all of the dimensions shown on the recorded plat together with the areas designated as "Park", and the 10' wide walkway, shall be for the exclusive use and benefit of the owners of lots in this subdivision and the title thereof shall be vested in the trustees. The 10 feet wide easements along the sides of lots 10 and 35, are hereby granted to said trustees and the lot owners forever for storm water channel purposes. The 10 feet wide easement along the front of Lot 1 as shown on the recorded plat is hereby granted to said trustees and the lot owners forever for landscape and entrance construction and maintenance. Easements, 5' wide, along the rear and sides of certain lots as shown on the recorded plat are hereby granted to the City of Brentwood, forever, for sewers and other utilities.

- n. Only gas, oil or electricity may be used to heat any home in the subdivision. All dwellings must be equipped with an automatic garbage disposal unit or an underground garbage container located near the back entrance of the dwelling.
 - o. Fences and walls may not be constructed in front of the front building line as shown on the plat and any wall or fence constructed in the subdivision shall not exceed 3 feet in height. The trustees have the right to determine the material and structure of the walls or fences so that the harmony of the subdivision shall be maintained.
 - p. The main exterior part of any building and attached garage shall be constructed only of brick or stone, except that subject to Village, City or County law and the approval of the trustees, the garage is not to exceed 25 per cent of the main exterior walls of the main building may be built of wood. No metal canopies or awnings shall be erected or maintained on any building in the subdivision.
 - q. No sign shall be erected on any lot in the subdivision where the sign is over 3 square feet in area.
 - r. No manufacturing, commercial or storage enterprise shall be carried on and no commercial signs shall be erected on any house or lot; this prohibition includes doctors' signs, and professional signs.
 - s. The roof of the residence shall have a roof pitch of at least 4 feet in elevation for each 12 feet of horizontal construction.
4. All of the lots and parcels of ground in said subdivision are hereby subjected to all the restrictions herein set out, directing and limiting the use and occupation of said lots and every part thereof, and said restrictions shall operate as covenants running with the land unto whomsoever's hands it or any part of it shall come, and the said rights and easements are hereby made and declared to be easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of the said lots, and said lots and each of them are to forever remain subject to the burdens and entitled to the benefits involved in said easements, and shall be enforceable at the suit of any and every owner of

any lot or parcel of ground in said tract or of the trustees by injunction or other proceeding either at law or in equity.

5. The right is hereby conferred upon said trustees to sue in their own names for the protection and benefit of the lot owners in said subdivision, to compel the observance by any owner of a lot or lots in said subdivision, of the restrictions which, by these presents, are imposed, placed, burdened and encumbered on the lots aforesaid. The restrictions are to be construed independently and in the event that any of them should be declared void, or for any reason unenforceable, the validity and binding effect of the remaining restrictions shall not be thereby impaired or affected, the waiver or failure to enjoin a breach, of any restrictions shall not be a waiver of any subsequent breach of restrictions set forth herein.

6. All covenants and restrictions contained in this instrument shall be and remain in full force and effect until January 1, 1973 and at that date shall be extended for a period of ten years and thereafter for successive periods of ten years unless they are removed, modified or altered. On January 1, 1973 and on the date of expiration of each extension, the restrictions and covenants may be removed, modified, or altered, if one year prior to January 1, 1973 and one year prior to the expiration of each succession, appropriate declarations in writing concerning the removal, modification or alteration of the covenants and restrictions shall be executed and acknowledged by the owners, of not less than two-thirds of the lots in the subdivision and provided that such instruments shall be recorded in the office of the Recorder of Deeds of St. Louis County at least one year prior to the expiration of any period provided herein above. All or any of the provisions hereof may be modified, altered or extinguished at any time by written instruments executed acknowledged and duly recorded in the office of the Recorder of Deeds of St. Louis County by the owners of three-fourths of the lots of the subdivision

IN WITNESS WHEREOF the said owner and the said trustees have set their several hands in the City of St. Louis, Missouri, this 28th day of January, 1948.

Helen S. Alt
Owner

Quentin P. Alt
Owner's husband

Quentin P. Alt
Trustee

STATE OF MISSOURI,)
) SS:
CITY OF ST. LOUIS)

On this 28th day of January, 1948, before me personally appear
Helen S. Alt, Quentin P. Alt, Jackson F. Adams and Winifred L.
Seeman,

to me known to be the persons described in and who executed t.
instrument, and acknowledged that they executed the same as t
act and deed, as trustees and as owners aforesaid.

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

L. C. Waters

Notary Public in and for said State and City

My Term Expires: June 20, 1948