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AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS OF
BAINBRIDGE SUBDIVISION

THIS AMENDMENT made and entered into this 15th day of March, 1976, by Andrew Cassimatis, Robert E. Trame, and Robert Girard, as trustees of Bainbridge Subdivision, a subdivision in St. Louis County, Missouri, as per plat filed as daily ~~144~~ 144 on March 24, 1969, and WHEREAS, a majority or 51% of the lot owners of said subdivision have ratified and confirmed this amendment and the said lot owners confirmation of said amendment are on file with the Trustees of this subdivision, and, WHEREAS, there has heretofore been executed a Declaration of Restrictive Covenants of Bainbridge Subdivision in St. Louis County, Missouri, which has been recorded as 9745-Book 6384-PAGE 1394 daily ~~144~~ on 24th day of March, 1969, in the Recorder of Deeds office, St. Louis County, Missouri and, WHEREAS, said Declaration of Restrictive Covenants provides that they may be amended by a majority vote of the Trustees and the approval of a majority of the lot owners in said subdivision, and, WHEREAS, it is the desire of the Trustees and the lot owners of said subdivision to amend said Declaration of Restrictive Covenants by an addition to Section 7, K, of a paragraph 4 to read as follows:

Any assessments properly determined as herein

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STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss
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Wm E. Franke
RECORDER OF DEEDS

provided shall be considered delinquent forty-five (45) days after the date provided as due and payable by the Trustees. Any delinquent assessments shall be subject to the addition of a penalty of 10% of the amount of the assessment for each month, or fraction thereof, that the assessment shall remain delinquent and unpaid.

NOW THEREFORE, it is agreed as follows:

1. That the aforementioned Trustees of Bainbridge Subdivision are hereby authorized to do all the acts necessary to amend said Declaration of Restrictive Covenants and to incur the necessary expenses in obtaining the legal assistance in accomplishing this purpose.
2. That the Trustees are authorized to record this instrument and any other instruments necessary to amend the said Declaration of Restrictive Covenants as set out above.
3. That the undersigned are the present Trustees of Bainbridge Subdivision who consent and approve this agreement along with the lot owners of a majority of ninety-one (91) lots in said subdivision who also ratify and confirm this agreement, which confirmations are on record with the Trustees of Bainbridge Subdivision.

TRUSTEES

Andrew Cassimatis

Andrew Cassimatis, President

Robert E. Trame

Robert E. Trame, Treasurer

Robert Girard

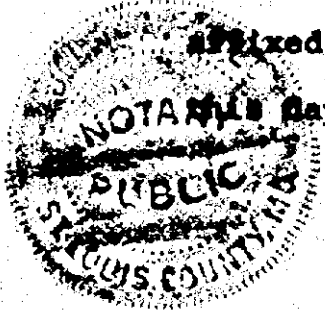
Robert Girard, Secretary

STATE OF MISSOURI)
)
 County of St. Louis)

On this 15 day of March, 1976 before me personally

appeared Andrew Cassimatis, Robert E. Trame, and Robert Girard, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this 1st day and year first above written.



John A. Kilo
Notary Public
JOHN A. KILO.

My Commission Expires:

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STATE OF MISSOURI)
COUNTY OF ST. LOUIS)
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Wm E. Franke
RECORDER OF DEEDS

AFFIDAVIT

We, Andrew Cassimatis, Robert E. Trame and Robert Girard, Trustees of Bainbridge Subdivision, in St. Louis County, Missouri, hereby state that a majority of the lot owners in said subdivision have ratified and approved the attached amendment to the Declaration of Restrictive Covenants of Bainbridge Subdivision, recorded as daily ~~# 145~~ *145-BOOK 6384-PAGE 1394* on March 24, 1969 of the St. Louis County Records at Book 6384, Pages 1394 through 1403, inclusive.

The aforesaid amendment was ratified and confirmed by forty-eight (48) out of ninety-one (91) property owners of the aforementioned subdivision. Further, the aforementioned property owners of those lots are property owners in that subdivision, and they have further agreed to amend the Declaration of Restrictive Covenants of Bainbridge Subdivision, which amendment is being attached hereto and made a part hereof.

TRUSTEES:

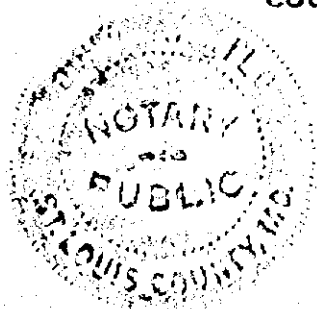
Andrew Cassimatis
Andrew Cassimatis, President

Robert E. Trame
Robert E. Trame, Treasurer

Robert Girard
Robert Girard, Secretary

STATE OF MISSOURI)
) SS
County of St. Louis)

On this 15th day of March, 1976 before me personally



appeared Andrew Cassimatis, Robert E. Trame, and Robert Girard, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act.

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

John P. Kilo
Notary Public
JOHN P. KILLO

My Commission Expires:

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DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, SHELDAN DEVELOPMENT CO., INC., a Missouri Corporation is the owner of a tract of land described as follows:

A tract of land in the West $\frac{1}{2}$ of Section 6, Township 44 North, Range 5 East in St. Louis County, Missouri and described as; Beginning at a point in the East line of Hanna Road, 50 feet wide, being distant North 0 degrees 24 minutes West 364.81 feet North of the South line of tract of land conveyed to Edward J. Cassilly, Jr., Inc. by deed recorded in Book 4776 page 165 of the St. Louis County records being also the Northwest corner of tract of land conveyed to Parkway School District by deed recorded as Daily No. 142 on May 6, 1968; thence continuing along the East line of Hanna Road, North 0 degrees 24 minutes West 835.19 feet to a point; thence North 89 degrees 36 minutes East 968.44 feet to a point; Thence North 10 degrees 20 minutes East 563.92 feet to a point in the South line of Highway 141, 60 feet wide; thence Southeastwardly along the South line of said Highway 141 along a curve to the right a distance of 222 feet to a point in the West line of Union Electric Company right-of-way, 100 feet wide; thence South 10 degrees 20 minutes West along the West line of said Union Electric Company right-of-way 1,278.34 feet to a point in the North line of tract of land conveyed to Parkway School District, as aforesaid; thence South 89 degrees 36 minutes West along said North line 1,013.69 feet to the point of beginning. <

WHEREAS, SHELDAN DEVELOPMENT CO., INC., as such owner has caused the firm of Lapin, Ellis, Dabler, Inc., Surveyor and Engineer, to plat and lay out a part of the above tract in Blocks and Lots as a subdivision under the name of BAINBRIDGE FLAT NO. 1, being recorded as daily #144 on March 24, 1969 of the St. Louis County Records, together with future plats to be recorded, which said plats and the land shown thereon shall become and be part of this instrument with the same force and effect and is made a part thereof, and

WHEREAS, the said owner desires to impose certain conditions and restrictions on said property for the mutual advantage of all the present and future owners thereof,

NOW THEREFORE, it is hereby declared that said property shall be subject to the following uses, conditions and restrictions, to wit:

(1) BUILDINGS LINES: Building lines are hereby established as shown on said plat. No building or structure or any part thereof may be erected or maintained between any building line as shown on said plat and the adjacent street, except that chimneys, roof cornices, gutters, downspouts and the window bays may extend not

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more than three (3) feet into said space, and except further, that unenclosed porches, verandas, platforms, terraces, and steps (but not including enclosed porches or sunrooms) may extend not more than six (6) feet to the line of any adjacent lot.

(2) **EASEMENTS:** all easements as shown on said plat shall be and the same are hereby set aside and reserved for wires, poles, water and gas mains, covers and other subdivision utilities, essentials and facilities. No building or structure or any part thereof, or walk or retaining wall, or other interfering obstruction may be erected, constructed or maintained, within, or on or over any easements, as shown on said plat, or which may hereafter be established. Such establishment or the elimination of this or other easements, or any part or parts thereof, shall become effective upon the execution by the makers of this covenant, or other covenants which shall be duly acknowledged and filed for record in the St. Louis County Recorder's office. A driveway may be constructed across any easement in the subdivision.

(3) **FENCES:** No fence may be placed or extended between any building line, as shown on said plat, and the adjacent street, except of hedge which shall not have had the prior express approval in writing from the Board of Trustees, and which shall not exceed three (3) feet in height nor be nearer than two (2) feet to the line of any sidewalk adjacent to any street. Fences of wire (which may be supported by wood) wood of lattice fifty percent (50%) open, or other open design, none of which shall exceed four (4) feet in height may be placed or extended between any building line as shown on said plat and the rear lot line; or such fences as may be approved by the Board of Trustees of **RAINBRIDGE** Subdivision. It is provided further that the placing or extending of any such fence of wood, wire or other semi-permanent construction within, on, or over any easement shall not prevent the use of the easement for any utility. The placing of any fence within, on or over any easement as shown on said plat, or which may hereafter be established, shall be at the sole risk of the owner of such fence, and subject at all times to removal and damage for which the owner thereof shall not be entitled to recover any indemnity in case of the removal or damage of any such fence in the making of installations or repairs or incidental to any use of any easement for any purpose for which it was established.

(4) **SEWERS:** No storm water drainage shall be put into the sanitary sewer system under any condition.

(5) **NUISANCES:** No person may dwell in, or occupy on any of said lots, any garage, outbuilding or tent or other structure not designed as permanent and stationary, nor may any person use any of said lots or any building or structure at any time situated thereon for any purpose prohibited by law or ordinance, or for the commission or maintenance of any nuisance. All future owners of said lots shall be obligated to care for properly the appearance of and keep free from unsightly

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accumulation, weeds, debris and other waste matter, not only on that parcel of property owned by them but also that property which is covered by the easement or easements, lying within the lots owned by them respectively, and any failure to comply with this provision shall constitute a nuisance within the meaning of this covenant.

(6) No animals or birds of any description, except a reasonable number of household pets may be maintained or kept on any one lot or improvement thereon. Said animal or animals shall have received all shots, inoculations, etc., as required by the St. Louis County Health Department and shall be restrained and kept on their owner's lot by some adequate means at all times. Any property owner or Trustee shall have the right and authority to obtain an injunction or institute suit to see that this clause shall be effective if such procedure should become necessary. It shall be the duty of the Board of Trustees to establish what is a reasonable number of pets. Any lot owner shall be entitled to recover damages for inconvenience caused by any pet.

(7) BOARD OF TRUSTEES, BAINBRIDGE SUBDIVISION: The makers of this covenant hereby name, constitute and appoint: Louis G. Monnig, 1314 Kendon, Des Peres, Mo.
Cecile H. Monnig, 1314 Kendon, Des Peres, Mo.
Lester Grotpeter, 139 Peeke, Kirkwood, Mo.
as members of the Board of Trustees who shall have the following rights and authority to-wit:

(a) To maintain any future lights, gates and shrubbery at subdivision approaches and make, levy and collect such assessments as may be necessary to pay for these services without profit.

(b) To consider, approve or reject any and all plans and specifications for any and all buildings and structures proposed for erection on said lots and improvements or additions after original construction, it being hereby provided that no building or structure may be erected on any of said lots unless there shall first be had the written approval, after a majority vote in favor by the Board of Trustees, to the plans and specifications therefor. All plans, specifications and grades shall, after approval thereof by the Board of Trustees as aforesaid, be strictly followed and adhered to in the erection of buildings and structures on said lots and no building or structure may be changed or altered so as to violate any provision of this covenant.

(c) To establish and fix minimum costs based upon cost levels consistent with cost levels prevailing on the date these covenants are recorded which shall apply to building and structures which may be erected on said lots as the Trustees deem necessary and desirable in order to maintain an appropriately high character of the

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buildings and structures which may be erected on said lots. Minimum costs so established and effected shall at all times be subject to revisions or abandonment at the discretion of the Trustees in order to provide that any buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

(d) To require a reasonable deposit in connection with the proposed erection of any building or structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to subdivision improvements shall be repaired.

(e) To exercise such control over the easements shown on the record plat except those easements which are now dedicated to public bodies and agencies as is necessary to maintain, supervise and insure the proper use of said easements by the necessary public utilities, including the right (to themselves and to others to whom they may grant permission) to construct, operate, and maintain on, under and over said easements and streets, sewers, pipes, wires and other facilities and public utilities for service to the lots shown on said plat.

(f) The Board of Trustees shall not be liable in any respect for the performance or omission to perform any act or provision hereunder or failure in such performance in any act or provision in this covenant.

(g) The members of the Board of Trustees, BAINBRIDGE Subdivision, shall not be entitled to any compensation for services performed pursuant to this covenant.

(h) Abandon or add to or amend an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned, added to or amended only when all the Trustees unanimously agree.

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

(j) To prevent in their own name as Trustees of an express trust, any infringement and to compel the performance of any restrictions 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 holder to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and mandatory.

(k) The Trustees and their successors are hereby authorized, empowered and

granted the right to make assessments upon and against the said lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided.

(1) To make and collect annual uniform assessments of not to exceed twenty-five dollars (25.00) per lot in any one year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, sewers, utilities, parking spaces, gates, lights and trees in the crosswalks and to dispose of garbage or rubbish or otherwise properly to protect the health, safety and general welfare of the property owner.

(2) The total annual amount of money so required and to be paid by the said owners shall be ascertained and determined from year to year by said Trustees, and the obligation to pay the same shall be apportioned equally among the said respective owners of lots. The amount of money required of each lot shall be payable to the said Trustees upon written notice mailed to each of said lot owners not less than ten (10) days before any payment demanded in said notice is required to be made and from and after the date of payment the said amount of money required of each of said lot owners shall become and be a charge and lien upon his lot and said lien shall continue in full force and effect until the said amount is fully paid, and if said amount is not paid when due and payable, as above provided, the said Trustees may institute and prosecute proceedings at law or in equity, or both, against the owners of said lots so making default and to compel such payment.

(3) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessment above provided, they shall submit in writing to the owners of lots for approval an outline of the plan, in detail, for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners duly called and held in the manner provided with reference to the election of Trustees by a majority vote of all lot owners in said Subdivision, the Trustees shall notify all owners of said tracts of the additional assessment and limit of twenty-five dollars (25.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

(1) 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 or real or personal property.

(m) 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, purchase insurance, employ agents, servants and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they deem necessary or advisable and defend suits brought against them individually or collectively in their capacity as Trustees.

(n) Nothing herein contained shall be construed to compel the Trustees to make any payment or incur any liability in excess of the amount which shall be in their hands as a result of assessments made against lot owners as herein provided.

(o) 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.

(p) Said Board of Trustees consisting of the three above named persons, or such other person or persons as the maker of this covenant may at any time at will appoint in their place and stead, shall continue to have the aforementioned rights and authority so long as the maker of this covenant shall not have sold and conveyed eighty-five per cent (85%) or more in number of said lots, but not to exceed a period of five years; the owner resident of the first home to be occupied in RAINBRIDGE Subdivision shall become a member of the Board of Trustees to replace the first above-named Trustee for a term to end at the time of the annual election of the Trustees to be held as described below during January of the fifth year following the date of his appointment. The term of the second above-named trustee shall end upon the date of the annual election of Trustees to be held the first year following the date of the appointment of the first owner resident trustee, at which time the successor to the second above-named trustee shall be elected. Thereafter, the term of the third above-named trustee shall expire at the time of the annual election of Trustees to be held during the second year following the date of the appointment of the first owner resident trustee, at which time the successor to the third above-named trustee shall be elected.

(q) Thereafter, the terms of all Trustees shall be for a period of three years, and said Trustees will be elected by a majority of the votes cast at the annual election of the trustees to be held at 3 o'clock P.M. on the 1st Saturday in January, at a place within the said subdivision, to be designated by the Board of Trustees, through the posting of a notice of said meeting, at or near the subdivision entrance not less than two weeks before each said election meeting. The owners of each lot in said subdivision shall be entitled to one vote at each annual election of Trustees. In the event that any Trustee either named above or elected as described above shall because of death, incapacity, or for any other reason be unable to complete his term as said Trustee, the

remaining Trustees shall name a successor Trustee to fill and complete the unexpired term of such Trustee.

(8) **BUILDING CODES AND ZONING REGULATIONS:** No building, structure, garage or other outbuilding shall be erected on any of said lots except in conformity with the provisions of the building codes and the zoning regulations which, by law or ordinance, may at the time apply thereto.

(9) **RESIDENCES:** The lots shown on the plan of **BAINBRIDGE** Subdivision, shall be devoted to single family residences, one-story in height, not to exceed twenty (20) feet in height and having not less than 850 square feet ground floor area in the main structure, exclusive of one-story open porches and garages, or single family residences of a split foyer, split level or two-story design not to exceed thirty-five (35) feet in height and having not less than 700 square feet in ground floor area in the main structures exclusive of open porches and garages. Each residence shall be situated on a lot area of not less than 7500 square feet, but no building or structure or any part thereof, which may be erected or maintained on any lot in this paragraph described, may be designed, used or occupied for any commercial or business purpose, or for any purpose other than that of a private residence for one (1) family or for some recreational facility available to the residents of said subdivision.

(10) **SIGNS:** No signs are permitted within the subdivision, except to advertise property in **BAINBRIDGE** Subdivision for sale, which shall not be larger than two (2) feet by three (3) feet.

(11) **PROFESSIONAL PRIVILEGES:** No provisions of this covenant shall be construed so as to prohibit any duly licensed professional persons from maintaining in his residence on any of said lots, a consultation room for patients or clients, or from displaying upon the exterior wall of such residence a modest and appropriate sign not exceeding eight (8) by twenty-four (24) inches in size.

(12) **GARAGES AND OUTBUILDINGS:** A garage (whether integral with, contiguous to or detached from the main building) may be erected or maintained on any of said lots, but shall not exceed 26 by 24 feet inside dimensions or be larger than an accommodation for two (2) automobiles. No outbuildings allowed.

(13) **CONTRACTORS' AND SALES RIGHTS:** It is expressly declared and provided that during the period not to exceed four (4) years unless approved by the Board of Trustees for a longer period, that the subdivision is under construction, said contractors, sales agents, or owners may maintain an office, buildings for storage, stores of building materials, advertising signs in excess of 2 feet by 3 feet, or any other building or storage of any machinery or equipment necessary for the construction of said subdivision, or any improvements therein, or on any unimproved

property, easement, or street within the subdivision.

Easement in, over, upon and across such portions of said land as may be now or hereinafter designated as streets, roads, driveways and paths, as follows:

The rights, benefits and advantages of having ingress and egress from and to, over, along, and across such streets, roads, drives and paths, and appropriately beautifying and maintaining the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on said roads, driveways, and paths, also of using the same for highway purposes of every kind; and of laying, constructing, maintaining and operating in said streets, roads, driveways and paths, either above or under ground, suitable pipes, conduits for telephone and telegraph wires, and suitable pipes, conduits or other means of conducting steam, electricity, hot water, or other useful agencies.

(14) **TERM, MODIFICATION, AMENDMENT, CHANGE, ELIMINATION:** It is declared and provided that all of the restrictions and provisions of this covenant shall become effective simultaneously with the recording of this instrument in the St. Louis County Recorder's Office and shall be and remain in force for thirty years, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed as herein provided by the then owners of the lots has been recorded agreeing to change such covenants in whole or in part. Any time after the recording of this instrument that part of these restrictions pertaining to side lines and building lines or set-back lines may be added to or amended by the written consent of the Board of Trustees, so as to rectify any inadvertent violations of said side lines, building lines, or set-back lines occurring during the original construction period.

(15) **BINDS ALL OWNERS AND LOTS:** Each and every grantee, by accepting any conveyance of or interest in any of said lots or any part or parts thereof, thereby binds himself, herself or itself (as the case may be) and all heirs, assigns, successors and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions and provisions of this covenant, and if any violation or attempted violation thereof or failure of observance thereof or failure of compliance therewith be not cured or corrected within ten (10) days after notice thereof by the Board of Trustees mailed or delivered to the offending owner or owners or the person or persons in possession, then, in order that such violation or attempted violation or failure of compliance or failure of observance may be cured and corrected, or to recover damages therefor, it shall be lawful for the owner or owners of any one or more of said lots or any part or parts thereof, or the Board of Trustees, or both, to institute and prosecute any proceedings at law or

in equity against any and all parties involved in such violation or attempted violation or failure of observance or failure of compliance as aforesaid including the owner or owners of the involved lot or lots or part or parts thereof. It is expressly declared and provided, however, that the makers of this covenant shall under no circumstances be held responsible or liable for the enforcement of the restrictions and provisions of this covenant as against any person or persons who may hereafter own or control any one or more of said lots or any part or parts thereof, which the makers of this covenant shall not at the time own and fully control.

(16) **ENFORCEABILITY AND VALIDITY:** In case any one of the restrictions and provisions of this covenant shall prove to be unenforceable or invalid, the enforceability, validity or binding effect of the other restrictions and provisions of this covenant shall in no wise be affected thereby, but they shall nevertheless remain in full force and effect.

(17) **DEFINITIONS:** A lot, as the term is used in this covenant, shall be construed as meaning any full lot as shown on said plat or any part or parts of a residence, lot or lots having an area of not less than 7500 square feet. A street, as the term is used in this covenant shall be construed to mean solely the thoroughfares, as shown on record plats. Whenever in this agreement reference is made to Sheldan Development Co., Inc., or to the maker of this agreement, each such reference shall be construed as meaning to include the successors, assigns, and legal representatives of Sheldan Development Co., Inc., the developers of said Subdivision

(18) **ADDITIONAL LAND MAY BE MADE SUBJECT HERETO:**

Sheldan Development Co., Inc., from time to time, shall have the right at any time before it has conveyed all of the land then subject hereto to render other land also subject and subservient to this Indenture in all respects if such land is contiguous, adjoining or adjacent to land or some point thereof, then subject to this Instrument by executing, delivering to the Board of Trustees and recording a supplement to this Indenture stating:

- (a) A description of the land to be added to that subject and subservient to this Indenture.
- (b) A statement that Sheldan Development Co., Inc., is the owner in fee simple of such land; or, in lieu thereof, all other persons, firms or corporations having an interest in such land to be added may join in such supplement.
- (c) A statement of any additional restrictions or burdens to which the land to be added shall be subjected, if any,

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(c) and a statement of any restrictions, burdens or provisions of this Indenture which shall in whole or in part not be applicable as to such land to be added or shall be applicable in modified form, if any.

Following the execution, delivery and recording of such supplement, but subject to its terms, such land to be added and the then or future lot owners thereof shall in all respects be fully subject to this Indenture and all rights privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions, including but not limited to the right to serve as and elect members of the Board of Trustees and to the payment of assessments as though said land had originally been included in and subject to this Indenture, without exception or qualification of any nature or description.

IN WITNESS WHEREOF, the undersigned Sheldon Development Co., Inc., has executed this covenant this 21st, MARCH 1969



Sheldon Development Co.

Louis G. Monnig
Louis G. Monnig, Pres.

State of Missouri

County of St. Louis

On this 21st day of MARCH, 1969, before me appeared
Louis G. Monnig

to me personally known, who, being by me duly sworn, did say that he is the President of Sheldon Development 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 Louis G. Monnig 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

My term expires ~~My~~ Commission Expires Sept. 21, 1971

Anita Strubmeier
Notary Public



The undersigned, being the holders of a certain Deed of Trust recorded in Book 6356 page 246, do hereby consent to and subordinate the lien of said Deed of Trust to the Restrictions above set forth.



HAMILTONIAN FEDERAL SAVINGS & LOAN ASSOCIATION OF FERGUSON

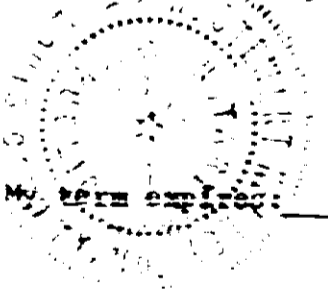
James J. Devereux

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

On this 21 day of March, 1969, before me appeared James J. Devereux

to me personally known, who, being by me duly sworn, did say that he is the Wce-President of Hamiltonian Federal Savings and Loan Association of Ferguson, 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 James J. Devereux 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.



Exts 3, 1970

W. Stewart Kemmer
Notary Public