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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND INDENTURE OF TRUST FOR WILSON FARM ESTATES

THIS INDENTURE, made and entered into this 7<sup>th</sup> day of MARCH, 1983, by and between DeSHETLER HOMES, INC., a Missouri corporation, with offices in the County of St. Louis, State of Missouri, party of the first part, and ARTHUR J. DeSHETLER, GLENN ARNOLD, and MARTHALOU DeSHETLER, and their successors, all of the County of St. Louis, State of Missouri, parties of the second part, hereinafter referred to as "Trustees."

WITNESSETH THAT:

WHEREAS, the Planning and Zoning Commission of St. Louis County, Missouri, has approved the development plan for WILSON FARM ESTATES, the out boundaries of which are described on Exhibit A attached hereto, in accordance with the Planned Environment Unit Ordinance of St. Louis County, Ordinance Number 9983, Section 1003.187 SLCRD, 1964 as amended, so that plats of portions of said tract may now be recorded; and

WHEREAS, the party of the first part has recorded the plat of WILSON FARM ESTATES on the 23<sup>RD</sup> day of MARCH, 1983, as Daily No. 245 in the St. Louis County Recorder's Office; and

WHEREAS, "common land" for open space, tree cover, recreational areas, scenic vista, and other authorized land use areas have been reserved in the said above described tract as indicated on said plat and to be indicated on the subsequent plats of the said above described tract to be submitted to and approved by the Planning Commission of the County of St. Louis, which plats, including the said "common land" of said subdivision shall be recorded in the office of the Recorder of Deeds of St. Louis County at such time as they are approved by the ST. LOUIS COUNTY COUNCIL or proper officials of the said County, and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of WILSON FARM ESTATES, certain streets, common ground and easements which are for the exclusive use and benefit of the owner or owners of the lots shown and to be shown on said subdivision plats, except those streets and easements which are now or hereafter may be dedicated to public bodies and agencies, and which have been provided for the purposes of construction, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks, lakes, and other facilities and public utilities for the use and benefit of the owner or owners of the lots shown and to be shown on said plats of the above-described tract; 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 sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of the said land, including all common land, and mutually to benefit, guard and restrict future residents of WILSON FARM ESTATES and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, all of which are sometimes 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; and

WHEREAS, party of the first part has, by a separate instrument, simultaneously herewith, conveyed fee simple title to the Trustees herein designated and has established as common ground, the property designated as "common ground" in the aforesaid WILSON FARM ESTATES:

NOW, THEREFORE, party of the first part hereby declares that all the properties included in the plat of WILSON FARM ESTATES Plat #1, and in all subsequently recorded plats in said WILSON FARM ESTATES

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE ONE

### DEFINITIONS

Section 1. "Trustees" shall refer to the Trustees herein named and their successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 3. "WILSON FARM ESTATES" shall mean and refer to that certain real property within the tract described as Exhibit A and subdivided as WILSON FARM ESTATES as herein referred to.

Section 4. "Common ground" shall mean all real property owned by the Trustees for the common use and enjoyment of the owners. The common ground to be owned by the Trustees is set forth and shown on the recorded plat of WILSON FARM ESTATES and any subsequently recorded plat of WILSON FARM ESTATES for which this Indenture of trust and restrictions is adopted.

Section 5. "Lot" shall mean and refer to any plat of land shown on the recorded subdivision plat of WILSON FARM ESTATES unless otherwise designated, with the exception of the common ground, each such lot in the plat of WILSON FARM ESTATES to be developed with one residential unit together with appurtenances thereto.

Section 6. "Party of the first part" shall mean and refer to DASHETLER HOMES, INC., a Missouri corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from party of the first part for the purpose of development

ARTICLE TWO

DESIGNATION AND SELECTION OF TRUSTEES

AND MEETINGS OF LOT OWNERS

The Trustees shall be MARTHALOU DeSHETLER, ARTHUR J. DeSHETLER, and GLENN ARNOLD, designated herein as Trustees, who, by their signatures to this Instrument, do hereby consent to serve in such capacity until their successors are elected as hereinafter provided. Should an original Trustee resign (except pursuant to the provisions hereinafter contained), refuse to act, become disabled or die, First Party shall have the power to appoint a successor or successors for the unexpired portions of their terms by duly written, recorded Instrument.

At such time as Fifty Percent (50%) of the lots in WILSON FARM ESTATES have been sold, First Party shall cause the resignation of one (1) of the original Trustees, and a new Trustee shall be chosen by the then lot owners, who shall serve until such time as Ninety-five Percent (95%) of the lots in WILSON FARM ESTATES have been sold, when First Party shall cause the resignation of all of the Trustees then serving hereunder, whether original Trustees or elected as hereinabove provided, and the then lot owners shall select three (3) Trustees to serve for one (1), two (2) and three (3) years respectively, in order to obtain continuity of trusteeship. Thereafter, all Trustees shall be elected for terms of three (3) years each.

All such elections shall be by lot and parcel owners, upon notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) such lot or parcel owners, sent by mail to or personally served upon all record lot owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and

place of meeting which 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 power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each lot owner, whether attending in person or by proxy, shall be entitled to one (1) vote for each full lot owned by him. The result of such election shall be certified by the persons elected as chairman and secretary 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 for the purpose of electing Trustees or for the purpose of any other business coming before a meeting. Any Trustee elected under the provisions of this section shall be a lot or parcel owner in WILSON FARM ESTATES, or officer or agent of a corporate owner, and if such lot or parcel owner sells his or her lot or parcel or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint a lot or parcel owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting.

### ARTICLE THREE

#### PROPERTY RIGHTS

##### Section 1. Owners Easements of Enjoyment:

Every owner of a lot in the plat of WILSON FARM ESTATES shall have a right and easement of enjoyment in and to the common ground

which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

A. The right of the Trustees to charge reasonable fees for the use of any recreational facility situated upon the common ground, but this provision shall not be construed as a requirement that any such fees be charged.

B. The right of the Trustees to suspend the voting rights and right to use of the recreational facilities by any owner for any period during which any assessment under this instrument against his or her lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of their published rules and regulations.

C. The right of the Trustees to dedicate or transfer all or any part of the common ground to any public agency, authority or utility for such purposes and subject to such conditions as they may determine.

Section 2. Delegation of Use.

Any owner may delegate his or her right of enjoyment in the common ground and facilities to members of his or her family, his or her tenants, or contract purchasers who reside on the property.

ARTICLE FOUR

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments:

The Party of the First Part, for each lot owner with the properties, hereby covenants, except for special provisions hereinafter contained with respect to exempt lots, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Trustees:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

C. Special assessments for maintenance of stormwater control improvements, and easements and access easements to such areas until such time as METROPOLITAN ST. LOUIS SEWER DISTRICT accepts the easements.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessment.

The assessments levied by the Trustees shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the plats of WILSON FARM ESTATES and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common ground and of the dwellings situated in the plat of WILSON FARM ESTATES, including, but not limited to, the payment of taxes and insurance on the common ground and facilities thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Annual Assessments.

The Trustees of WILSON FARM ESTATES shall establish the annual assessment after considering current maintenance and other expenses and future needs of WILSON FARM ESTATES, on a calendar year basis; provided, however, that the annual assessment shall not be more than One Hundred Fifty Dollars (\$150.00) so long as Party of the First Part retains more than Fifty Percent (50%) of the voting rights.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized by Section 3 hereof, the Trustees may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common ground of WILSON FARM ESTATES including the necessary fixtures and personal property related thereto, provided, however, that any such assessment shall have the assent of the Party of the First Part if more than ten percent (10%) of the lots of the subdivision are then owned by Party of the First Part, and of one-half (1/2) of all other owners voting in person or by proxy at a meeting duly called for this purpose, with written notice setting forth the purpose, time and place of the meeting to be given to all owners at least thirty (30) days in advance of such meeting.

Section 5. Special Assessments for Maintenance of Stormwater Control Improvements and Easements

In addition to the annual and special assessments authorized by Sections 3 and 4 hereof, the Trustees may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost and expense of maintaining stormwater control improvements and easements and access easements to such areas, until such time as METROPOLITAN ST. LOUIS SEWER DISTRICT accepts the improvements and easements; provided, however, that such special assessment shall not be more than One Hundred Dollars (\$100.00) in any assessment year.

Section 6. Date of Commencement of Annual Assessments-Due Dates:

The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Trustees to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable in one (1) annual



installment to be paid in advance as the Trustees designate, unless the Trustees designate another form of periodic payment. The assessment for any year, after the first year, shall become due and payable in single annual installments to be paid in advance on or before the first day of February of said year unless the Trustees designate another form of periodic payment.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any lot which is hereafter added to the lots then subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of Trustees.

Except as specifically otherwise herein provided, any action authorized by the Trustees under this Article may be taken by the Trustees without vote of the members. The Trustees shall fix the date of commencement, and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Trustees and shall be open to inspection by owners. The Trustees may also, in their discretion, designate and retain a collecting agent or agencies for the Trustees to whom assessment payments shall be made.

Written notice of each assessment shall thereupon be sent to every owner subject thereto.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: and Remedies of Trustees:

If an assessment is not paid on the date when due (being the dates established pursuant to Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the assessed lot which shall bind such lot in the hands of the then owner, his heir or heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of Nine Percent (9%) per annum, and the Trustees, or their collection agent designated by the Trustees, may bring any action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the Petition in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action. In addition thereto, the Trustees may deny to the owner the use and enjoyment of any of the common ground facilities thereon, except ingress and egress to and from the owner's lot, until the delinquent assessment is paid along with any interest, costs and other sums set forth above which the Trustees are entitled to receive. If the collecting agent designated by the Trustees is the mortgagee (or its servicing agent) of such lot subject to delinquent assessment, said mortgage may be declared in default in the event such assessment shall become delinquent and is not paid within thirty (30) days after the delinquency date, it being understood and agreed that the non-payment of such assessment materially affects and jeopardizes the value and security of such mortgage.

The recording of this declaration shall be notice of the lien for unpaid assessments hereunder, but the Trustees may cause a specific notice of any delinquent assessment to be recorded if they deem such to be advantageous for the collection thereof.

Section 9. Subordination of the Lien to Mortgages:

The lien of any assessments provided for herein levied subsequent to any mortgage shall be subordinate to the lien of such mortgage (which term also includes a deed or trust), provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of any such lot by a Trustee under a deed of Trust pursuant to a decree of foreclosure on any such mortgage or prior to a deed of conveyance of such lot given by the mortgagor in lieu of foreclosure. Such sale, or deed of conveyance in lieu of foreclosure, shall not relieve such lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment, nor from the lien of any such assessment becoming due before the granting of such mortgage.

Section 10. Exempt Lots.

All undeveloped lots in WILSON FARM ESTATES and all lots on which residences are in the process of construction or are completed and unoccupied pending initial sale by Party of the First Part shall be exempt from all assessments, charges and liens created pursuant to this covenant and Indenture.

It is understood that upon the conveyance by the Party of the First Part of a lot following completion of the dwelling thereon or upon the occupancy of any dwelling on a lot owned by the Party of the First Part which was theretofore entitled to the above exemption, such lot shall have no further exemption and shall be subject to the full amount of the assessments as elsewhere set forth in this Article Four.

ARTICLE FIVE

POWERS AND DUTIES OF THE TRUSTEES

The Trustees shall have the following rights, powers, duties and obligations for the duration of this Subdivision:

1. To acquire and hold the common ground hereinabove described for the period herein provided, which said common ground is set forth and shown on the plat of WILSON FARM ESTATES, and in accordance with and subject to the provisions of this instrument, and to deal with any common ground acquired under the provisions hereinafter set forth.

2. To exercise control over the easements, streets and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, street lights, gates, common ground, park areas, shrubbery, grassed and shrubbed areas within cul-du-sacs, islands, lakes and entrance markers, storm water detention basins, storm water control swales and sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities as may be shown on the plat of WILSON FARM ESTATES, 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 permission) to construct, operate and maintain on, under and over said easements and streets, sewers, street lights, pipes, poles, wires, and other facilities and public utilities for services to the lots shown on said plats, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in WILSON FARM ESTATES.

3. To exercise control over the common ground shown on the plat of WILSON FARM ESTATES, to pay real estate taxes and assessments on said common ground out of the general assessment herein provided, to maintain and improve the same with shrubbery, vegetation, decorations, buildings, other structures and recreational facilities

of any kind or description and any and all other types of facilities in the interests of health, welfare, safety, morale, recreation, entertainment, education and for the general use of the owners of lots in WILSON FARM ESTATES, all in conformity with applicable laws, to prescribe by reasonable rules and regulations the terms and conditions for the use of common ground, all for the benefit and use of the owners of the lots in WILSON FARM ESTATES.

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 purpose, the Trustees, during the period of Trust as well as thereafter during 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.

4. To establish rules and regulations for the operation of recreational facilities and swimming pools when and if the same have been provided in the common ground and to employ personnel to supervise and operate the same. Such regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for such guests.

5. To purchase and maintain in force liability insurance, protecting the Trustees and lot owners from any and all claims, for personal injuries and property damage arising from use of common ground and facilities and to purchase and maintain in force fire and other casualty insurance and any other insurance deemed necessary or appropriate to protect against damage to the common ground and improvements thereto.

6. To provide and maintain street lights, including the cost of utility services therefor.

7. To provide water service as required for the common ground and to include the cost thereof and any assessments herein provided.

8. To provide by annual assessments sufficient sums in reserve accounts to pay the cost of major maintenance and repairs so that as much as possible of such major maintenance and repairs can be undertaken without any special increase in annual assessments.

9. The Trustees may provide for security services for the property included within the plat of WILSON FARM ESTATES, including individual lots and improvements thereto, and common ground, the exact nature and scope of such services and the time of commencement thereof to be determined by the Trustees.

10. Notwithstanding any other conditions herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the County of St. Louis and for such purposes shall not be limited to any maximum assessment.

11. In exercising the rights, powers and privileges granted to them and in discharging their duties imposed upon them by the provisions of this instrument, from time to time to enter into contracts, including contracts or agreements with the Trustees or property owners associations of other subdivisions, for undertakings beneficial to the area, to employ agents, servants and labor as they may deem necessary, to employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them.

12. Any action authorized by the Trustees hereunder may be undertaken by the Trustees' agents as authorized and directed by the Trustees, except for those matters specifically calling for a vote of the owners.

13. The Trustees are authorized and empowered to cooperate and contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of inhabitants of the entire area.

14. The Trustees are authorized to act through a representative, provided, however, that all the acts of the Trustees shall be agreed upon by at least two (2) of the said Trustees; provided, further, that a Trustee shall only be responsible for his wrongful acts and shall not be responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. Neither the Trustees or successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant and Trust Indenture.

#### ARTICLE SIX

#### RESTRICTIONS

The use of lots and common ground is restricted as follows:

##### Section 1. Use of Lots.

No lot shall be used except for residential purposes and no dwelling building shall be erected, placed or permitted to remain on any lot other than a single family dwelling and a private garage for not less than two (2) cars.

No residence may be erected on any lot unless authorized and permitted by the ordinances of the County of St. Louis.

Section 2. Obstructions.

No lot owner shall place or cause any obstruction on any portions of the common ground nor any storage in the common ground. No clothes, laundry, bicycles or other articles shall be hung, exposed or stored in any portion of the exterior or yard area of any lot or upon or about the exteriors of any buildings or in the common ground. No trucks, boats, trailers or recreational vehicles shall be stored or parked about the exterior of any building or on any common ground.

Section 3. Maintenance of Dwellings.

Each owner shall maintain and keep his or her lot and the building and improvements thereon in good order and repair, except for such repair and maintenance as shall be assigned to the Trustees herein, and shall do nothing which will increase the rate of insurance on the building on his or her lot or any other building in the plat of WILSON FARM ESTATES, or which would be in violation of law.

Section 4. Awning, Antennas, Etc.

No awning, canopy, birdhouse, or antenna shall be affixed to or placed upon an exterior wall or roof of any building on any lot without prior written consent of the Trustees, it being understood that such permission shall not normally be granted unless the specific lot location or the item requested will result in no possible adverse effect to other lot owners.



Section 5. Animals.

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. No dog kennel or dog run, or similar facility for any other type of animal shall be kept or maintained on any lot in WILSON FARM ESTATES.

Section 6. Nuisances.

No noxious or offensive activity shall be carried on in any dwelling or on the common ground nor shall anything be done which will become an annoyance or nuisance to the other owners or occupants in WILSON FARM ESTATES. No car repair or car maintenance shall be done on the common ground, public streets or in private drives.

Section 7. Signs and Commercial Activities.

No signs, including "For Rent" signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed or permitted to remain on any lot, nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of WILSON FARM ESTATES. No commercial activities of any kind, whatever shall be conducted in any building or on any portion of WILSON FARM ESTATES except activities intended primarily to serve the residents thereof. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Party of the First Part during the construction and sales period, or to "For Sale" signs for the purpose of advertising the resale of residences in the subdivision provided that such signs be no larger than nine square feet in size and be limited to one per residence, or by the Trustees in furtherance of the powers and purposes set forth herein.

Section 8. Storage.

All equipment, including garbage cans, shall be kept or stored in courtyards or garages so as to conceal them from view of neighboring dwellings. No bicycles, toys or similar objects shall be stored or regularly permitted to be left outside so as to be visible from the front street.

Section 9. Basketball Courts, Playgrounds, Swimming Pools and other Recreational Areas and Equipment.

No basketball courts or similar areas for play or recreation shall be maintained in front of residences in WILSON FARM ESTATES. All such facilities shall be maintained only in rear or side yard areas. No above-ground swimming pools shall be maintained or permitted in WILSON FARM ESTATES.

Section 10. Lot Lines.

No dwelling shall be erected on any lot nearer to the front line, (or side lot line if the lot is a corner lot), than the building line shown on the recorded plat, no nearer than 12 feet to any other side lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, except, that no portion of any building including its eaves, steps or porches shall encroach on any adjoining lot.

Section 11. No Temporary Structures or Residences.

No trailer, tent, shack, barn or other outbuilding except garages shall be permitted on any lot, nor shall any basement or garage in the subdivision be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 12. No Dumping.

No lot or parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 13. Basements.

Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements. The easement area of each lot or parcel and all improvements in it shall be maintained continuously by the owner of the lot or parcel except for those improvements for which a public authority or utility company is responsible.

Section 14. Fences.

No fences of any kind shall be constructed or maintained without first obtaining approval as provided in Article Seven hereof. No fence over 6 feet in height shall be erected on any residential lot in WILSON FARM ESTATES, and no chain link fences will be permitted. The Trustees will encourage the use of split rail, smooth rail, picket, reverse board, and similar types of fencing.

Section 15. Streets.

No above grade structures other than required street lights may be erected within cul-de-sacs, divided street entry islands, or median strips, without written approval of St. Louis County Department of Highways and Traffic.

ARTICLE SEVEN

ARCHITECTURAL CONTROL

Section 1. Buildings and Other Structures.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the plat of WILSON FARM ESTATES, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to

harmony of external design and location in relation to surrounding structures and topography by the Trustees, or by an architectural committee composed of three or more representatives appointed by the Trustees. In the event the said Trustees, or their designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Landscaping.

The landscaping of each lot shall be at the cost of the individual lot owner. Such landscaping shall be installed in accordance with a landscaping plan provided by the lot owner at his or her own expense. The landscaping plan for each lot shall be subject to approval by the Trustees or their architectural committee, which shall give due consideration to harmony with and any possible adverse effect on adjacent properties and the entire subdivision.

The developer shall install street trees and other landscaping as required by the County and shall maintain the same until the lot they abut or serve is sold.

The Trustees shall maintain lawns, shrubberies, trees and privacy fences in or adjacent to any areas specified as street right-of-way on the subdivision plat where such areas do not abut platted lots in the subdivision.

ARTICLE EIGHT

GENERAL PROVISIONS

Section 1. Enforcement.

The Trustees, or any owner, shall have the right to enforce by any proceeding at law or in the equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Trustees or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this declaration shall run with the land and bind the land for the duration of the Subdivision. Provisions herein may be amended, modified or changed from time to time by Party of the First Part so long as it owns a lot in the Subdivision, by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided that such amendment, modification or change is approved by the Planning Director of St. Louis County, Missouri, and so long as such amendment does not impose an additional charge or burden on any lots theretofore conveyed by Party of the First Part. Thereafter, this Indenture may be amended, modified or changed by the written consent of a majority of all the owners of lots within the Subdivision, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. No amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of common land and recreational facilities and the power to levy assessments thereof or to eliminate the requirement that there be Trustees unless some persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

Section 4. Annexation.

So long as the party of the first part owns any lots in the plat of WILSON FARM ESTATES, property described on Exhibit A attached hereto may be annexed to the plat of WILSON FARM ESTATES at any time prior to December 31, 1999, by Party of the First Part without the consent of

the Trustees or other owners and in conjunction with any such annexation, Party of the First Part may convey to the Trustees real property to be added to the common ground. If the common ground to be annexed includes any dwellings, said dwelling units shall be subject to the same rules and assessments as set forth herein.

Any such annexation shall be evidenced by a supplementary declaration of covenants and restrictions, executed by Party of the First Part, which supplementary declaration shall extend the scheme of the covenants and restrictions of this declaration to such annexed property. Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this declaration as may be necessary to reflect the different character, if any of the added properties and as are not inconsistent with the scheme of this declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this declaration within the existing property.

#### ARTICLE NINE

##### INDEMNIFICATION OF TRUSTEES AND TRUSTEES'

##### AGENTS AGAINST LIABILITIES AND EXPENSES IN ACTIONS

Each Trustee, or former Trustee and his legal representatives, and each agent of the Trustees, shall be indemnified by this Trusteeship against liabilities, expenses, counsel fees and costs reasonably incurred by such person or his Estate in connection with or arising out of any action, suit, proceeding or claim in which such person is made a party by reason of his

being or having been a Trustee or an agent of the Trustees; provided that the Trusteeship shall not indemnify such Trustee or agent with respect to any matters to which he shall be finally adjudged in any such action, suit or proceeding to have been liable for wilful misconduct in the performance of his duties as such Trustee or agent. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Trustee or agent (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided that the Trustees shall have first approved such proposed compromise settlement and determined that the Trustee or agent involved was not guilty of wilful misconduct; but in taking such action any Trustee involved shall not be qualified to vote thereon, and if for this reason a quorum of the Trustees cannot be obtained to vote on such matter, it shall be determined by a committee of three (3) persons appointed by the lot owners at a duly called special meeting. In determining whether or not a Trustee or agent was guilty of wilful misconduct in relation to any such matters, the Trustees or committee appointed by the lot owners, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by the Trustees or such committee. The right to indemnification herein provided shall not be exclusive of any other rights to which such Trust or agent may be lawfully entitled.

ARTICLE TEN

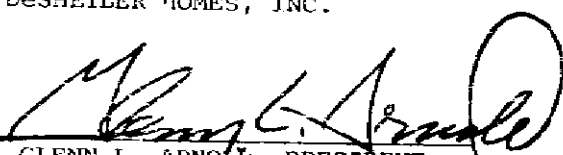
COMPLIANCE WITH THE ORDINANCES, RULES AND  
STATUTES OF THE COUNTY OF ST. LOUIS  
AND THE STATE OF MISSOURI

Section 1.

Notwithstanding any other condition of this Indenture or Trust and restrictions, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the County of St. Louis, Missouri, including but not limited to street lights, roadways and easements, and for all such purposes of compliance with laws, statutes and ordinances, the Trustees shall not be limited to the maximum assessment provided for in this Indenture.

IN WITNESS WHEREOF, the undersigned, being the party of the first part herein, has hereunto set its hand and seal this 7th day of March, 1983.

DeSHETLER HOMES, INC.

By:   
GLENN L. ARNOLD, PRESIDENT




ATTEST:

  
MARTHALOU DeSHETLER, Secretary

  
TRUSTEE MARTHALOU DeSHETLER

  
TRUSTEE ARTHUR J. DeSHETLER

  
TRUSTEE GLENN ARNOLD



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

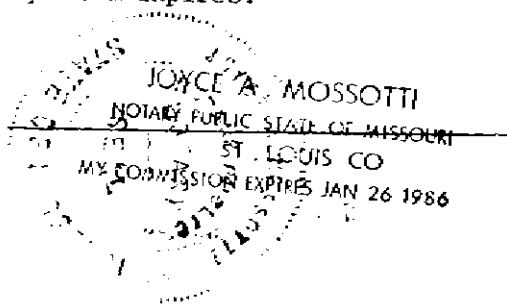
On this   7th   day of March, 1983, before me appeared GLENN ARNOLD, to me personally known, who, being by me duly sworn, did say that he is the President of DESHETLER HOMES, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and the said GLENN ARNOLD acknowledged said instrument to be the free act and deed of the said corporation.

Also on the above date, before me personally appeared ARTHUR J. DesHETLER, MARTHALOU DesHETLER AND GLENN ARNOLD, to me known to be the persons described in and who executed the foregoing instrument as Trustees, and who executed the foregoing instrument and acknowledged that they execute it 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.

*Joyce A. Mossotti*  
Notary Public

My Term Expires:



## PARCEL 1:

A tract of land in SECTION 16, 17, 20 and 21, TOWNSHIP 45 NORTH, RANGE 4 EAST, in St. Louis County, Missouri and being more particularly described as follows, to-wit: Beginning at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 17; thence along the East line of said Section 17, South 0 degrees 04 minutes 20 seconds East, 460.00 feet to a point; thence South 29 degrees East, 307.64 feet, more or less, to a point; thence South 37 degrees West, 246.84 feet to a point on the East line of Section 17; thence along said East line, South 0 degrees 04 minutes 20 seconds East, 329.58 feet to a point; thence South 37 degrees West, 56.88 feet to a point; thence South 41 degrees East, 52.26 feet to a point on the East line of Section 20; thence along said East line South 0 degrees 35 minutes West, 107.37 feet to a point; thence South 89 degrees 24 minutes 40 seconds East, 310.31 feet to a point; thence North 65 degrees 53 minutes 25 seconds East, 108.09 feet to a point; thence North 88 degrees East, 237.22 feet to a point; thence North 82 degrees 26 minutes 58 seconds East, 261.68 feet to a point; thence South 0 degrees 15 minutes West, 400.00 feet to a point on the North line of a tract of land now or formerly of Shands, et-al by deed recorded in Deed Book 4700 Page 301 of the St. Louis County Records; thence along said North line, South 89 degrees 45 minutes East, 218.74 feet to a point; thence South 0 degrees 15 minutes West, 40.00 feet to a point; thence along the North line of a tract of land now or formerly of Albert A. Michenfelder, Jr., by deed recorded in Deed Book 4427 Page 142 of the St. Louis County Records, North 89 degrees 45 minutes West, 1125.85 feet to the common line between Section 20 and 21; thence along said common line, South 0 degrees 34 minutes West, 225.00 feet to a point; thence South 89 degrees 04 minutes West, 1,333.08 feet to a point; thence North 0 degrees 16 minutes East, 37.39 feet to a point; thence South 89 degrees 14 minutes 20 seconds West, 1,334.59 feet to a point; thence North 0 degrees 09 minutes 20 seconds East, 648.26 feet to a point on the common line between Sections 17 and 20; thence along said common line, South 88 degrees 32 minutes West, 469.50 feet to a point; thence along the East line of a tract of land formerly of Richard Purdy by deed recorded in Deed Book 537 Page 358 of the City, former County Records; North 0 degrees 28 minutes 20 seconds East, 1,882.81 feet to a point on the South line of U. S. Survey 886; thence along said South line South 89 degrees 40 minutes 10 seconds East, 220.50 feet to a point; thence South 0 degrees 10 minutes 30 seconds East, 596.60 feet to a point; thence North 89 degrees 37 minutes 50 seconds East, 1,583.44 feet to a point; thence North 0 degrees 07 minutes 40 seconds East, 87.03 feet to a point; thence North 89 degrees 36 minutes 40 seconds East, 1,319.42 feet to the point of beginning and containing 146.05 acres, more or less.

## PARCEL 2:

A tract of land in SECTION 21, TOWNSHIP 45 NORTH, RANGE 4 EAST, in St. Louis County, Missouri and being more particularly described as follows, to-wit: Beginning at the intersection on the South line of a tract conveyed to Elizabeth Jones Shands, et al, by deed recorded in Deed Book 4700 Page 301 of the St. Louis County Records, with the West line of Wilson Road, 40.00 feet wide; thence along said South line of Shands, North 89 degrees 45 minutes West, 15.00 feet to a point; thence along the West line of a 15.00 foot wide strip for road widening conveyed to St. Louis County, Missouri, by deed recorded in Deed Book 7369 Page 751 of the St. Louis County Records, North 0 degrees 15 minutes East, 266.67 feet to the point of beginning of the tract of land herein described; thence Westwardly along an arc of a curve to the left, having a radius of 32.00 feet, a distance of 32.14 feet to a point of tangent; thence along the North line of a tract of land conveyed to Thomas and Sammie May Caffray by deed recorded in Deed Book 7040 Page 2478 of the St. Louis County Records, North 89 degrees 45 minutes West, 139.26 feet to the Northwest corner of Caffray; thence along the West line of Caffray, South 0 degrees 15 minutes West, 241.50 feet to a point; thence North 89 degrees 45 minutes West, 218.74 feet to a point; thence North 0 degrees 15 minutes East, 400.00 feet to a point; thence South 89 degrees 45 minutes East, 385.00 feet to a point in the West line of aforementioned 15.00 foot wide strip to St. Louis County; thence along said West line, South 0 degrees 15 minutes West, 173.33 feet to the point of beginning and containing 2.61 acres, more or less.