

#700

DECLARATION OF RESTRICTIONS
INDENTURE CREATING OWNER'S ASSOCIATION

and

ESTABLISHING RESTRICTIONS

WESTRIDGE ESTATES

ST. LOUIS COUNTY, STATE OF MISSOURI

STATE OF MISSOURI
COUNTY OF ST. LOUIS
FILED FOR RECORD

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223 *Wm E. Faulk*
NUMBER OF DEEDS

This Indenture, made and entered into this 28TH day of October, 1972 by and between Edwin C. Ryder, Jr., Lawrence P. Behymer Sr., Russell A. Grantham, William J. Riley, Ray LaBrayere and ^{Donald} ~~Don~~ LaBrayere, a partnership doing business as Westridge Estates Joint Venture of the County of St. Louis, State of Missouri, Owners of Parcel A. and Thomas H. Biggs, Adolph P. Hanser, of the County of St. Louis, State of Missouri, Owners of Parcel B. Parties of the First Part, and Lawrence P. Behymer Sr., Russell A. Grantham, William J. Riley, Thomas H. Biggs and Adolph P. Hanser, all of the County of St. Louis, State of Missouri, Parties of the Second Part, and such other persons who shall hereafter be elected as Trustees hereunder, herein referred to as Trustees,

WITNESSETH THAT:

Whereas, the Parties of the First Part are the owners of land situated in the County of St. Louis, State of Missouri and described as:

PARCEL "A"

PARCEL NO. 1: A tract of land in U. S. Survey 1978, Township 45 North, Range 4 East, St. Louis County, Missouri, and being described as follows: Beginning at a concrete monument in the Northwestern line of tract conveyed to Eugene T. Eberwein by deed recorded in Book 733 Page 144 of the St. Louis County records, distant South 58 degrees 20 minutes West, 632.34 feet from the center line of Schoettler Road; thence South 58 degrees 20 minutes West, 1839.66 feet to the most Western corner of above described tract; thence South 32

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degrees 5 minutes East, 1908.0 feet to a stake; thence South 11 degrees 36 minutes West, 403.57 feet to an old stone; thence South 50 degrees 55 minutes East, 852.85 feet to an iron pipe; thence North 14 degrees 38 minutes East, 801.89 feet to the Southeast corner of a 1.00 acre cemetery tract; thence along the lines of said cemetery tract, North 80 degrees 51 minutes West, 200.0 feet, North 5 degrees 27 minutes East, 280.34 feet and South 80 degrees 51 minutes East, 85.0 feet to the Eastern line of tract conveyed to said Eugene T. Eberwein, as aforesaid; thence North 21 degrees 56 minutes West, 677.01 feet to an old stone; thence North 73 degrees 37 minutes West, 681.57 feet to an old stone; thence North 31 degrees 37 minutes West, 575.0 feet to an old stone; thence North 58 degrees 22 minutes East, 1504.85 feet to an iron pipe and thence North 32 degrees 04 minutes West, 404.77 feet to the place of beginning, according to Survey by Elbring Surveying Company made during June and July, 1956.

PARCEL NO. 2: A tract of land in U.S. Survey 1978, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as follows: Beginning at an old stone at the most Northern corner of tract conveyed to Walter Eberwein by deed recorded in Book 678 page 446 of the St. Louis County records; thence along the boundary line of tract so conveyed, South 31 degrees 38 minutes East, 575.0 feet to a concrete monument; thence South 10 degrees 02 minutes West, 964.68 feet to a point; thence South 73 degrees 37 minutes East, 676.62 feet to an old stone; thence South 5 degrees 54 minutes West, 757.05 feet to an old stone; thence South 32 degrees 51 minutes East, 628.16 feet to an old stone in the line dividing U.S. Surveys 1978 and 1890; thence along said Survey line, South 58 degrees 41 minutes West, 825.23 feet to an old stone; thence North 50 degrees 55 minutes West, 446.10 feet to an iron pipe; thence North 14 degrees 38 minutes East, 853.0 feet to an old stone; thence North 21 degrees 56 minutes West, 944.25 feet to an old stone; thence North 73 degrees 37 minutes West, 681.57 feet to an old stone; thence North 31 degrees 37 minutes West, 575.0 feet to an old stone and thence North 58 degrees 22 minutes East, 1290.60 feet to the place of beginning, according to Survey by Elbring Surveying Company, made during June and July of 1956, EXCEPTING THEREFROM a tract of land in U.S. Survey 1978, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as: Beginning at a point distant South 31 degrees 38 minutes East, 25 feet from the most Northern corner of a tract of land conveyed to Walter Eberwein, as described in deed recorded in Book 678 page 446 of the St. Louis County records: thence along the boundary lines of said Eberwein tract, South 31 degrees 38 minutes East, 550 feet and South 10 degrees 02 minutes West, 221.90 feet to a point; thence South 83 degrees

30 minutes West, 465.88 feet to a point; thence North 29 degrees 30 minutes West, 518.25 feet to a point; thence North 58 degrees 22 minutes East, 550 feet to the point of beginning.

PARCEL NO. 3: A tract of land in Fractional Sections 10 and 13, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as: Beginning at an old iron rod in the Northwest line of U.S. Survey 1978 at the Southeast corner of property conveyed to Louis H. Schwenck and wife, by deed recorded in Book 1193 page 96 of the St. Louis County records; thence North 4 degrees 35 minutes West, 602.75 feet along the East line of said property to an old iron rod being the Northwest corner of the tract of land conveyed to Oscar Edgar Schwenck by deed recorded in Book 1193 page 98; thence along the North line of the last mentioned tract of land, North 58 degrees 02 minutes East, 1173.86 feet to a spike in the center line of Schoettler Road, 40 feet wide; thence along the center line of Schoettler Road, North 17 degrees 06 minutes East, 80.57 feet to an old iron rod and continuing along said center line, North 30 degrees 06 minutes West, 59.46 feet to a point in the South line of Highway 40, T.R., 200 feet wide; thence Westwardly along the South line of Highway 40 T.R., and being along a curve to the right, having a radius of 5829.60 feet, a distance of 368.43 feet to an iron pipe at the point of tangent (the chord of said curve bearing North 71 degrees 57.6 minutes West); thence continuing along the South line of said Highway, North 70 degrees 09 minutes West, 463.21 feet to an iron pipe; thence South 0 degrees 03.3 minutes East, 300.95 feet to an iron pipe; thence South 72 degrees 22 minutes West, 267.83 feet to an old iron pipe at the Northeast corner of the tract of land conveyed to Norman H. Schwenck and wife, by deed recorded in Book 2511 page 623; thence along the North line of said last mentioned tract of land and the North line of the tract of land conveyed to John H. Stieger and wife, by deed recorded in Book 2611, page 219, South 85 degrees 25 minutes West, 378.29 feet to the Northwest corner of the last mentioned tract; thence along the West line of the last mentioned tract, South 4 degrees 35 minutes East, 1440.05 feet to an old iron pipe at the Southwest corner thereof and being in the Northwest line of U.S. Survey 1978 and thence North 58 degrees 02 minutes East, 426.03 feet along the Northwest line of U.S. Survey 1978 to the point of beginning, EXCEPT that part now subdivided and is now known as NORMAN ACRES PLAT NO. 1, recorded in Plat Book 55 page 85 of the St. Louis County records, EXCEPTING THEREFROM that part conveyed to the State of Missouri acting by and through the State Highway Commission of Missouri by deed recorded in Book 6243, page 565 of the St. Louis County records, also EXCEPTING THEREFROM that part conveyed to Thomas Biggs and Adolph F. Hanser, according to deed recorded in Book 6598 page 1898 of the St. Louis County records.

PARCEL NO. 4: A tract of land in Fractional Sections 10 and 15, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as: Beginning at a point in the South line of U.S. Highway 40 and 61, 200 feet wide, at its intersection with the East line of U.S. Survey 2002; thence along the East line of Survey 2002, South 0 degrees 18 minutes West, 1098.33 feet to an old stone and South 0 degrees 38 minutes West, 1502.37 feet to an old stone in the Northwest line of U.S. Survey 1978; thence along the Northwest line of said Survey 1978, North 57 degrees 59 minutes East, 686.96 feet to an old iron pipe, being the Southwest corner of property conveyed to Norman H. Schwenck and wife, by deed recorded in Book 1780 page 223 and thence along the West line of property conveyed to Norman H. Schwenck as aforesaid, and along the West line of property conveyed to Norman H. Schwenck and wife, by deed recorded in Book 1665 page 125, North 4 degrees 37 minutes West, 2101.85 feet to an old stone in the South line of Highway 40 and 61 and thence along the South line of said Highway, North 70 degrees 8 minutes West, 415.66 feet to the point of beginning, according to Survey thereof executed by Elbring Surveying Company on August 12, and 13, 1959, EXCEPTING THEREFROM that part conveyed to State of Missouri, acting by and through the State Highway Commission of Missouri, by deed recorded in Book 6120 page 329, EXCEPTING THEREFROM that part conveyed to Thomas Biggs and Adolph F. Hanser, according to deed recorded in Book 6598 page 1898 of the St. Louis County records.

PARCEL NO. 5: A tract of land in Fractional Section 15, Township 45 North, Range 4 East, St. Louis County, Missouri, described as follows: Beginning at the intersection of the West line of property conveyed to Frank A. Dauster and wife, by deed recorded in Book 3734 page 58 (being also the East line of property, now or formerly, of Louis H. Schwenk and Wife) and the North line of U.S. Survey 1978; thence along said West line, North 4 degrees 34 minutes West, 602.75 feet to the Northwest corner of property conveyed to Frank A. Dauster and wife by instrument recorded in Book 2653 page 591; thence along the North line of said Dauster property, North 58 degrees 02 minutes East, 340 feet, more or less, to a point; thence South parallel to and distant perpendicularly 300 feet East from Dauster's West line, 603 feet, more or less, to the North line of U.S. Survey 1978; thence West along said North line, 340 feet, more or less, to the beginning. Property is bounded on the North, West and South by property conveyed to Schoettler Estates Company by Book 5950 page 130 of the St. Louis County records.

PARCEL "B"

A tract of land in SECTIONS 10 and 15, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as: Beginning at the Southwest corner of a parcel conveyed to the State of Missouri for widening State Highway 40 T.R. as described in Book 6120 page 329 of the St. Louis County Records; said point being also a point in the East line of U.S. Survey 2002; thence Eastwardly along the South line of said parcel conveyed to the State of Missouri South 67 degrees 16 minutes 59 seconds East 126.11 feet, South 73 degrees 00 minutes 29 seconds East 200.25 feet and South 84 degrees 10 minutes 54 seconds East 96.13 feet to a point in the West line of property now or formerly of Andrew Bartolotta and wife as described in Book 6510 page 352 of the St. Louis County Records; thence Southwardly along said West line South 4 degrees 35 minutes East 629.75 feet to the Southwest corner thereof; thence Eastwardly along the South line of said Bartolotta property North 85 degrees 24 minutes 25 seconds East 255 feet to a point; thence South 6 degrees 14 minutes 10 seconds East 1150.50 feet to a point; thence South 47 degrees 49 minutes 31 seconds West 326.61 feet to a point; thence South 86 degrees 38 minutes 39 seconds West 600 feet to a point in aforesaid East line of U.S. Survey 2002; said point being also a point in the East line of property now or formerly of Edwin H. Martz and wife as described in Book 6388 page 673 of the St. Louis County records; thence Northwardly along said East line of U. S. Survey 2002 being also along said East line of Martz property and along the East line of property now or formerly of Howdershell Development Company North 0 degrees 39 minutes 39 seconds East 1030 feet to the Southeast corner of property conveyed to Harry J. Lawrence and wife by deed recorded in Book 2280 page 234 of the St. Louis County records; thence continuing Northwardly along said East line of U.S. Survey 2002 being also along the East line of said Lawrence property North 0 degrees 18 minutes 24 seconds East 1041.45 feet to the point of beginning and containing 30.274 acres, more or less, according to the Survey thereof executed by Volz Engineering and Surveying Inc. during the month of July, 1972.

WHEREAS, the above tract of land has been approved as a planned environment unit under the zoning ordinances of St. Louis County, and

WHEREAS, parties of the first part shall cause the above tract of land to be subdivided and the subdivision thus created, to be known as "WESTRIDGE ESTATES", and

WHEREAS, there have been or may be designated, established and recited on said subdivision plat, certain easements which have been provided for the purpose of constructing, maintaining

and operating sewers, pipes, poles, wire, storm water drainage, street lights, and other facilities and public utilities for the benefit of the owner or owners of the lots and properties shown on said plat; and

WHEREAS, it is the purpose and intention of this Indenture to create a means of cooperation between present and future lot owners and home owners in said subdivision among themselves and under certain circumstances with lot owners and home owners in adjacent and adjoining land, all in the interest of fostering and enhancing their health, safety and welfare and for the establishing of a harmonious atmosphere and common interest, facilities and recreational activities directed to making for a wholesome spirit of neighborly understanding and cooperation; to preserve said tract of land as a restricted neighborhood and to protect same against certain uses by the adoption of a common plan and scheme of restrictions; to apply that plan and restrictions to certain parcels of said land thereof as it may be sold from time to time, but also in favor of or against each said parcel as against or in favor of any and all other parcels within said area in the hands of the present or future title holders or occupants of any or all said parcels and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions", are jointly and severally for the benefit of the Parties of the First Part and of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to Parties of the First part in hand paid by the Parties of the Second Part, the receipt of which is hereby acknowledged, and further in consideration of the advantages to accrue to the Parties of the First Part as well as to future owners of said lots, and with the agreement and consent of the Parties of the Second Part to act as "Trustees" hereunder, the Parties of the First Part hereby grant, bargain, sell, convey and confirm unto the Parties of the Second Part as "Trustees"; and as joint tenants and not tenants in common, and to the successor or successors of them, and to such other members of the Trustees as shall be elected hereunder under the provisions hereof;

A. All common property, public utility easements, storm water sewers and drainage facilities, if any, contained in said land covered by this Declaration;

B. Easements in, over, upon and across such portions of said land as may be now or hereinafter designated, as follows;

The rights, benefits, and advantages within said subdivision of having Ingress and Egress to and from, over, along and across such common property, public utility easements, storm water sewers and drainage facilities and appropriately beautifying, maintaining, improving, rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on same; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of said subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for telegraph and telephone wires and suitable pipes, conduits or other means of conducting electricity or other useful agencies;

TO HAVE AND TO HOLD the same to said Trustees and their successors forever IN TRUST for the Grantors and the present or future owners of each of the said lots or property, and said lots or property and all of them shall remain subject to the burdens and entitled to the liens involved in said easements and the said Grantors for themselves, their executors, administrators and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantors, its executors, administrators or assigns, to any part of the said property hereinabove described, hereby provides that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels as may be purchased in said subdivision provided, however, that said easements are created and granted subject to the powers and rights granted to the Trustees by this Indenture and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Trustees and their successors may make and prescribe or as may be made or prescribed under and by authority of the provisions of this Indenture.

Notwithstanding any other provision of this Indenture, in the event that the trust with respect to common property is in effect at the end of 20 years from the date of this Indenture or, if earlier terminated, at the time of such termination, the then members of the Trustees shall convey, by deed all of the common property, if any, to the then owners of lots or property in this WESTRIDGE ESTATES SUBDIVISION as joint tenants; but the rights of said joint tenants, shall be only appurtenant to and in conjunction with their ownership of lots or property in Westridge Estates Subdivision, and any conveyance or change of ownership of any lot, lots or property in Westridge Estates Subdivision shall carry with it ownership in common lands so that none of the owners of common property shall have such rights of ownership as to permit them to convey their interests

in the common property, except as an incident to the ownership of a regularly platted lot or property and any sale of any lot or property in Westridge Estates Subdivision shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided however, that all of their rights, powers and authorities confer upon the Trustees of Westridge Estates Subdivision shall continue to be possessed by the said Trustees.

I.

CREATION OF WESTRIDGE ESTATES
"OWNERS ASSOCIATION"

All of the present and future lot owners or home owners or owners of multi-family property, as are now or shall be in the future subject to this Indenture, shall, as a group, hereby be established and hereby be known as "Westridge Estates Owners Association" and as such lots owners or home owners, or owners of multi-family property, shall have all of the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

II.

SELECTION OF TRUSTEES
MEETING OF PROPERTY OWNERS

There shall be five (5) members of the Trustees hereunder, the same being at the date of the execution of this Instrument the Second Parties hereto. Of the five (5) members of the Trustees selected either by appointment by Parties of the First Part or by election as provided for herein, three (3) members shall be appointed or elected from Parcel A (single family lots) and Two (2) members shall be appointed or elected from Parcel B (multi-family property). During the period of service of said Second Parties as Trustees as provided for herein, one or more of same shall be subject to removal by Parties of the First Part owner of Parcel A (single family) as to Trustees from Parcel A (single family) and Parties of the First Part owners of Parcel B as to Trustees from Parcel B (multi family) with or without cause, and the Parties of the First Part shall have the exclusive right to designate the respective successor to such removed member for his unexpired period of service as provided for herein. Should any of the Second Parties, or their appointed successors as described above, die, resign, or cease to hold the office as above set out or decline to act or become incompetent or unable for any reason to discharge the duties or avail of or exercise the rights and powers hereby granted or bestowed upon them as members of the Trustees under this Indenture, then and

thereupon, the Parties of the First Part shall have the exclusive right to designate the respective successor thereto for his unexpired period of service as provided herein.

After Parties of the First Part have sold and conveyed Fifty percent (50%) of all of the developed single family lots in Westridge Estates, two (2) of the Parties of the First Part appointed from Parcel A (single family) or their successors shall resign and two (2) successors shall be elected from the owners of developed single family lots, after ninety five percent (95%) of the developed single family lots have been sold the remaining member of Parties of the Second Part appointed from Parcel A (single family) shall resign and his successor shall be elected from owners of the developed single family lots and the two (2) Parties of the Second Part appointed from Parcel B (multi family) shall resign and their successors shall be elected from owners of Parcel B (multi family).

The election of Trustees as successors shall occur at the first annual meeting of the Owners Association following the resignation of Parties of the Second Part as provided above with the nominee receiving the greatest number of votes being elected or in the event of an election of two or more Trustees, the nominees receiving the next greater amount of votes being elected. Each Trustee elected as successors to Parties of the Second Part shall serve for a one year term until all Parties of the Second Part have resigned. At the next annual meeting of the owners following the resignation of all of the Parties of the Second Part as provided above, all of the Trustees shall be elected with the nominees from Parcel A (single family) receiving the three (3) greatest amounts of votes serving for terms of three (3), two (2), and one (1) year respectively and the two (2) nominees from Parcel B receiving the greatest number of votes serving for a term of two (2), and one (1) years respectively so that in each succeeding year there shall be elected one (1) Trustee from Parcel A (single family) and one (1) Trustee from Parcel B (multi family).

Following the annual meeting of the owners as provided for herein, the Trustees shall designate one of its members to serve as chairman and one member to serve as secretary until the time of the next following said annual meeting. There shall be an annual meeting of the owners to be held on the third Saturday of January of each year during the term of this instrument, said meeting to be held at a convenient place in the City or County of St. Louis and there maybe special meetings of said owners as may be called by any three members of the aforementioned Trustees, also to be held at a convenient place in the City or County of St. Louis. Ten (10) days notice in writing to the owner of each lot or multi-family property of the time and place of any annual or special meeting shall be given by the Trustees or by the members of the Trustees calling said meeting, by depositing same in the

United States mail, properly addressed and with postage prepaid. The successor or successors to the elected members of the Trustees whose term has expired shall be elected by the lot owners as to Parcel A (single family) and by the multi-family owners as to Parcel B (multi-family) at the annual meeting each year and the owners of each single family lot shall be entitled to one (1) vote for each lot owned and the owners of each multi family unit shall have one (1) vote for each multi family unit owned.

In the event that any of the elected members of the Trustees, shall die or become incompetent for whatever reason to discharge the duties or avail himself of or exercise the rights and powers herein granted or bestowed upon him as a member of the Trustees under this Indenture, then and thereupon it shall be the duty of the remaining members of the Trustees elected from Parcel A (single family) to select a Trustee if the member to be replaced is from Parcel A (single family) or the remaining member from Parcel B (multi family) to select a Trustee if the member to be replaced is from Parcel B (multi family), and business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting described above.

All members of the Trustees, except Second Parties and their appointed successors as described above, shall be owners of the land subject to this instrument, or officers of corporate owners.

III.

RESERVATION OF EXPENDITURES

The Parties of the First Part reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, engineering fees, and consultation fees with respect to any subdivision or land which is now or may in the future be made subject hereto. Refunds shall be returned to the owner of the Parcel which has expended said funds.

IV.

COMMON PROPERTY

It is the intent of Parties of the First Part that owners of Parcel A shall construct appropriate recreational facilities for residents of the single family lots on common property within Parcel A and the owners of Parcel B shall construct appropriate recreational facilities for the residents of multi family buildings within Parcel B and that these facilities and the common property contained within each separate Parcel shall be used only by residents and guests of owners or tenants within the separate parcels. It is also the intent of Parties of the First Part that assessments collected by the Trustees shall be kept in separate

accounts and used only for maintenance of common property or recreational facilities within the parcel from which the assessments are collected.

V.

THE TRUSTEES

The Parties of the First Part hereby vests the Trustees with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with the respect to all of the land which is now or which may in the future be made subject hereto under the terms and provisions hereof. Said right, powers and authorities shall only apply to Parcel A and shall not apply to Parcel B (multi family) unless expressly stated.

A. To exercise such control over the easements which are now or in the future to be dedicated to public bodies and agencies,

(Continued on Page -12-)

public utilities or others furnishing common services to occupants of the land subject hereto, 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, sewers, pipes, poles, wires and other facilities and public utilities for service to the lots shown on said plat.

B. Abandon 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 only when all members of the Trustees unanimously agree that it is in the best interest of the subdivision that same be abandoned.

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

D. To clear rubbish and debris and remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expense so incurred. The Trustees or their officer, agents or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting.

E. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached building or out-buildings or alterations, in the external appearance of the buildings already constructed, it being provided that no buildings, fence, detached building, out-building or other structure may be erected or structurally altered on any of said lots or properties unless there be first the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor.

F. To require a reasonable deposit in connection with the proposed erection of any building, fence, detached building, out-building or other 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 damage to subdivision improvements shall be repaired.

G. To establish and fix minimum costs 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 a high character of the buildings and structures which may be erected on said lot. Minimum costs so established and affected shall at all times be subject to revision or abandonment at the discretion of the Trustees in order to provide that the buildings and

structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

H. The Trustees may provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage and may otherwise provide for the public health, safety, welfare and morals of property and assume contracts for such purposes covering such periods of time as they may consider advisable.

I. 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.

J. 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, employ agents, servants, clerks, other employees and labor as they deem necessary or advisable; and 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.

K. At the discretion of the Trustees, in the interest of the health, welfare, safety and morals of the lot owners and multi-family owners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or Municipality regulation, said Trustees shall have the right and power;

(1) To provide lights on streets, parks, gateways, entrances, common property and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes and pedestrian ways and to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere in the interest of health, welfare, safety and morals within the land subject hereto;

(2) To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as it is collected, and for the collection and disposal of garbage;

L. The right and power to establish, operate, conduct, regulate, maintain, repair, add to or reduce such common property, buildings and facilities as may exist or be established on the land subject hereto; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

M. The Trustees shall have the full and unqualified right, power and authority concerning all of the property, real,

personal or mixed, owned or held by said Trustees to:

- (1) Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Trustees powers and duties hereunder, including the construction of improvements.
- (2) Purchase insurance against all risks, casualties, liabilities of every nature and description.
- (3) To borrow money same; encumber and hypothecate same; make and execute promissary notes or incur liabilities and obligations secured by Deed of Trust, Mortgage, Lien or Encumbrance on same;
- (4) To make all types of permanent, temporary, consruction or other loans;
- (5) To enter into leases as lessor on portions of the common property for the purposes of construction and maintenance of recreational facilities with a rental for said common property to be determined at the discretion of the Trustees.
- (6) To use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

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

- (1) To make assessments of a sum not to exceed \$50.00 per single family lot and \$12.50 per individual multi-family unit in any one year for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain and operate street lights, parks, paths, cements, sewers, utilities, parking spaces and trees on common property and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners and to perform any of their duties or rights hereunder, except as expressly limited hereunder. Said assessment and limitation of annual amount shall not include any charges for the use of swimming pools and other recreational facilities, either maintained by the Trustees or leased to other parties on common property. Land assessments shall not be levied against the multi family units except to maintain street lights, trash and rubbish removal or maintenance of the grounds surrounding the buildings or of common property in the event the owners of said units fail to perform these duties to the detriment of the entire subdivision, which assessments shall be deposited into a separate account to be used expediently only for the benefit of Parcel B (Multi-family).

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

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

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

(c) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist, are hereby referred to and made a part of this instrument.

(d) Except as otherwise provided, no assessment shall be made except upon resolution duly adopted by a majority of the Trustees at a meeting of the Trustees, which resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Trustees meetings.

0. The Trustees shall deposit the funds coming into their hands, as Trustees, in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at the best rate of interest obtainable. The Trustees shall designate one of their members as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such "Treasurer". The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

P. 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. Members of the Trustees shall not be personally liable for their acts in the performance of their duties save for dishonesty or acts criminal in nature.

Q. Notwithstanding any other provisions or conditions herein the Trustees shall make suitable provisions for compliance with all subdivision and other ordinance, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically, and not by way of limitations, the Trustees shall make provisions for the maintenance and operation of all street lights.

VI.

RESTRICTIONS

The Parties of the First Part herein covenants with the Trustees, their successors or successor in trust, and all owners of lots and properties in this subdivision, their grantees, lessees, assignees and heirs, that the following general restrictions shall apply to all land subject hereto and each owner or owners of such land, their grantees, lessees, assignees and heirs covenant;

A. That no person may dwell in or occupy on any of said lots, any garage, out-building, trailer or other structure not designated as permanent or stationary, nor may any person use any of said lots or any building or structure thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. The following restrictions hereby apply to single family residences on single family lots only;

(i) That the height of the buildings, the minimum dimensions of yards and the minimum lot area for families shall be as follows:

(a) No building hereafter erected or structurally altered shall exceed Twenty-five (25) feet in height.

(b) Every building other than accessory buildings that are hereafter erected or structurally altered shall provide a front yard of at least twenty (20) feet in depth; a rear yard of not less than fifteen (15) feet in depth, said front yard to be established in accordance with the building lines as set out by the property county regulatory body. Accessory buildings hereafter erected or structurally altered shall not be located within ten (10) feet of the rear line of said lot nor within three (3) feet of any side line of said lot.

(c) There shall be a side yard on each side of the principal building having a width of not less than three (3) feet, and further that there shall be at least ten (10) feet between the principal buildings on adjoining lots.

2. That no livestock, excepting household pets, may be kept in or on any part of said property unless written permission be obtained from the Trustees and if granted, shall be revokable at the pleasure of the Trustees. Such household pets shall be limited in number as not to constitute a nuisance in the opinion of the Trustees.

3. That no residence, accessory building or any portion of any lot shall be used as a boarding house, nursing home, rooming, club house or road house, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgement of the Trustees, to the owners or inhabitants of lots in land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

4. No one will be permitted to live on any lot in a temporary building, a trailer or a tent erected or placed thereon.

5. No fence may be erected without the consent in writing of a majority of the Trustees. Said Trustees may approve, unless good cause of the contrary exists, fences located behind the front building line if such fence is less than four (4) feet in height and is at least fifty per cent (50%) open and except also that a privacy fence may be erected if such privacy fence is less than six (6) feet in height; not more than forty-five (45) feet in length. In the event that any fence shall be permitted to deteriorate and fall into disrepair, the Trustees may in their

discretion, repair or restore such fence and charge the cost of same to the then owner of such lot.

(6) With respect to any corner lot, there shall be no shrubbery, trees, flowers, vegetation, walls and fences greater than two (2) feet in height within an area which would obstruct the vision of vehicles entering the intersection. In the event of violation of this restriction, the Trustees, their agents, servants and employees shall have the absolute right to enter upon the lot involved and remove, trim, cut or destroy any shrubbery, trees, other vegetation or other structures or obstacles in violation of this restriction.

(7) No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the single family lots on the land subject nor or in the future except for the erection and maintenance of not more than four square feet in size and used for the sole and exclusive purpose of advertising for sale or lease the lot or tract on which it is erected.

VII

ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees, or assigns, or any one of them hereafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenants or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), for the said Trustees, in behalf of or for the benefit of themselves aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of such parcels of land, or any part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Parties of the First Part or against its heirs, executors, administrators and assigns, unless they, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant embracing such parcel or part thereof. It is and is hereby declared to be that each of the covenants and restrictions herein contained shall attach to and remain with

each parcel of land in said area and with all titles, interest and estates in same, and be binding upon every owner or owners, lessees and their occupants, or any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

The restrictions herein contained and the provisions of this Indenture are to be considered independently and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions of this Indenture shall not be thereby impaired or affected.

VIII

DURATION, AMENDMENTS, MODIFICATIONS

All of the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for fifty (50) years from the date of the Indenture and shall, as then in force, be continued automatically without further notice, for successive periods of then ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, notice is given to the Trustees by the owners of single-family lots and multi-family units then subject hereto having at least twenty-five percent (25%) of the votes in the subdivision entitled to be voted herein on the basis of one (1) vote per single-family residence and one (1) vote per multi-family unit, of their intention to terminate this Indenture, in which event same shall be terminated and ended at the end of such period.

Parties of the First Part and their successors (defined to include successors to substantially the same interests in either Parcel A or Parcel B as the Parties of the First Part presently have, but excluding purchasers of residential lots sold pursuant to development of Parcel A) herein reserve the right and shall have the right to amend this Indenture in any manner whatsoever including by way of example and not by way

of limitation, the right to relocate building lines established by any recorded plat and the right to subdivide or relocate any platted lot line (without notice, at any time) so long as one or more of the Parties of the First Part, or their successors as defined above, retain legal ownership of one or more lots or of any part of the project, provided said Parties of the First Part shall first cause the notice of said amendments to be filed in the Office of the Recorder of Deeds by the County of St. Louis. Said amendment shall only be by unanimous agreement of all members of Parties of the First Part or their successors as defined above.

At anytime during the existence of this Indenture, but after the Parties of the First Part have no further right to amend the Indenture, the Indenture may be amended by a vote of four (4) of the five (5) Trustees herein, or by a vote of seventy-five percent (75%) of the votes entitled to be voted herein with each single-family lot owner having one (1) vote and the owner of the multi-family property having one (1) vote for each multi-family unit owned.

IX

ACQUISITION OF COMMON PROPERTY BY PUBLIC AGENCY

In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees during the period of Trust as well as the times fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition 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.

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

WESTRIDGE ESTATES JOINT VENTURE

Edwin C. Ryder, Jr. Lawrence F. Behymer, Sr.
Edwin C. Ryder, Jr. Lawrence F. Behymer, Sr.

Russell A. Grantham William J. Riley
Russell A. Grantham William J. Riley

Ray LaBrayere Donald LaBrayere
Ray LaBrayere Donald LaBrayere

OWNERS OF PARCEL "A"

Thomas H. Biggs Adolph F. Hanser
Thomas H. Biggs Adolph F. Hanser

OWNERS OF PARCEL "B"

PARTIES OF THE FIRST PART

Lawrence F. Behymer, Sr. Thomas H. Biggs
Lawrence F. Behymer, Sr. Thomas H. Biggs

Russell A. Grantham Adolph F. Hanser
Russell A. Grantham Adolph F. Hanser

William J. Riley
William J. Riley

PARTIES OF THE SECOND PART

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

On this 28th day of October, 1972, before me personally appeared Edwin C. Ryder, Jr., Lawrence F. Behymer, Sr., Russell A. Grantham, William J. Riley, Ray LaBrayere and Donald LaBrayere to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid, the day and year last above written.

Dorothy Bowman
Notary Public
DOROTHY BOWMAN



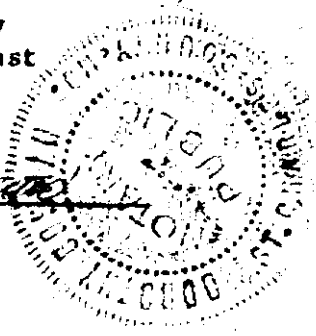
My Commission Expires: ~~NOT '72~~ My Commission Expires March 28, 1974

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

On this 28th day of October, 1972, before me personally appeared Thomas H. Biggs and Adolph F. Hanser to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid the day and year last above written.

Dorothy Bowman
Notary Public
DOROTHY BOWMAN



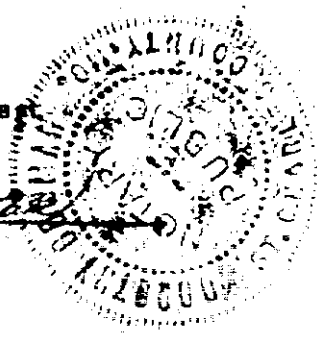
My Commission Expires: ~~My Commission Expires~~ My Commission Expires March 28, 1974

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

On this 28th day of October, 1972, before me personally appeared Lawrence F. Behymer Sr., Russell A. Grantham, William J. Riley, Thomas H. Biggs and Adolph F. Hanser, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid, the day and year last above written.

Dorothy Bowman
Notary Public
DOROTHY BOWMAN



My Commission Expires: ~~My Commission Expires~~ My Commission Expires March 28, 1974