

RESTRICTION INDENTURE AND TRUST AGREEMENT FOR

PARTRIDGE FARM ESTATES

AL 12.04

This indenture, dated this 14th day of February, 1973 by and between Crest Development Co., a Missouri Corporation, hereinafter referred to as First Party and E. Essman, H. M. Boegeman and P. M. Dumajcik hereinafter referred to as the Second Parties:

WITNESSETH:

WHEREAS, the First Party owns a tract of land situated in St. Louis County, Missouri and described as follows to-wit:

All of the lots in Partridge Farm Estates, being a subdivision in St. Louis County, Missouri, recorded at the St. Louis County Recorder's Office on February 14, 1973, as Daily Number 130, and,

WHEREAS, the First Party intends to develop the said tract into a residential subdivision to be known as Partridge Farm Estates,

WHEREAS, the First Party desires to impose certain restrictions, limitations, reservations and conditions upon said tract of land as referred to on the Plat of Partridge Farm Estates for the purpose of enhancing the value of said property and maintaining the property value therein.

NOW THEREFORE, in consideration of the aforementioned and other mutual advantages to accrue to the First Party as well as to future owners of lots within said tract, it is hereby declared and provided that said tract and lots thereof, shall be subject to the restrictions, limitations, reservations and conditions hereinafter set forth, to-wit:

1. There is hereby created an initial board of three trustees for the land covered by this indenture: H. M. Boegeman, E. Essman and P. M. Dumajcik are hereby appointed and agree to serve as the initial Trustees. Their respective terms shall commence with the sale of the first lot to be sold and closed in the tract covered hereunder and shall end as soon as their respective successors have been appointed or elected as hereinafter set forth. If any member of the initial board of Trustees or their appointed (not elected) successors would resign, refuse to act, no longer be affiliated with the Party of the First Part, become disabled or die; Party of the First Part shall appoint successor trustee(s) to serve for the remainder of original trustee(s) term as set forth herein. Successor trustee shall be elected as provided for in St. Louis County Ordinance No. 5947 in that: one third of the trustees shall be chosen by purchasers of developed lots after 50% of the lots have been sold; two thirds of the trustees shall be chosen by purchasers of developed lots after 95% of the lots have been sold; all of the trustees shall be chosen by purchasers of developed lots after all the lots have been sold. A lot shall not be considered sold until after the house has been built and the sale has been closed. The board of trustees shall designate

the nomination and election procedure for the elections and cause notice thereof to be given. When the successor trustees are elected as above provided, each lot shall have one vote. The trustee to be elected when 50% of the developed lots have been sold and closed or as soon thereafter as the same can be accomplished shall be elected by simple majority of the vote of those present at the meeting and shall replace either E. Essman or P. H. Dmajcik to be decided by vote among the three original trustees or their appointed successor(s). The trustee to be elected when 95% of the developed lots have been sold or as soon thereafter as the same can be accomplished shall be elected by simple majority of the vote present at the meeting, shall replace E. Essman or P. H. Dmajcik or their appointed successor(s) whichever one remained trustee after the first election when 50% of the developed lots were sold and closed. Until such time as all lots in Partridge Farm Estates have been sold and closed, should H. H. Boegeman resign, become disabled or die, then Party of the First Part or its successor or assign shall at its option appoint a successor Trustee and the same First Party privilege would then apply to the successor trustee(s) until all of said lots have been sold. The trustee selected by a vote of the lot owners as hereinbefore provided shall serve until all of the lots have been sold and closed at which time, or as soon thereafter as the same can be accomplished, an election will be held for the election of three trustees, two of which will replace the first two elected trustees and the third will replace H. H. Boegeman or his appointed successor(s). The trustee receiving the greatest number of votes shall serve until the third succeeding annual election, the trustee receiving the second greatest number of votes shall serve until the second succeeding annual election and the trustee receiving the third greatest number of votes shall serve until the first succeeding annual election and thereafter, on the First Tuesday of said month of each year there shall be held an annual election at which one trustee shall be selected for a term of three years. Any vacancy among the elected, not appointed, trustees shall be filled by appointment of a lot owner resident in Partridge Farm Estates by the remaining trustees which appointment shall be for the unexpired term of the vacancy. If no appointee can be agreed upon by the remaining trustees, a special election can be called to fill the vacancy for the unexpired term of the vacancy. No trustee shall be entitled to receive compensation for services rendered in carrying out the duties of trustee, except as provided for in Ordinance No. 5947.

2. It is hereby agreed that the Trustees and their successors are to be held harmless against any claim or claims which may arise against them out of the performance or non-performance of their duties. It is, hereby, agreed that the lot owners at the time the claim actually arises shall hold harmless, protect and indemnify the Trustees and their successors against loss, damage or expense which they or any of them may sustain or become liable for in

consequence of any act, error or omission, negligent or otherwise, in the performance or non-performance of the provisions of this indenture.

3. No action shall ever be taken by the Board of Trustees unless by a simple majority concurring provided however that if a majority of such Trustees are not available, by reason of absence from the St. Louis-St. Louis County area or sickness, to consider any action which by the terms of this Indenture is required to be acted upon within a certain period of time, such period shall automatically be extended thirty days.

4. 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, consultation fee or fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

5. This Indenture and sewerage agreement are to be considered the only "instruments of conditions and restrictions" referred to on the Plat of Partridge Farm Estates as recorded at the St. Louis County Recorder's Office.

6. All lots in said tract of land covered hereunder shall be used exclusively for single family dwellings and not more than one main building shall be erected on any lot in said tract of land covered hereunder, except construction of storage vans or building owned by First Party or the contractor or agent for First Party for its or their own use in connection with the construction and/or sale of residences in the heretofore described tract.

7. The property herein described shall not be resubdivided except with the permission in writing of the Board of Trustees.

8. No animals of any kind or species shall be kept or maintained within the tract of land covered by this Indenture, except that any home may keep not more than two (2) dogs, two (2) cats and two (2) caged birds unless the written permission of the Trustees to keep more than said number of such animals be first obtained. The word "animal" as used in this paragraph, shall be construed to mean all living creatures, not human, including by way of illustration, but not limited to, horses, cattle, hogs, sheep, rabbits, monkeys, reptiles, poultry, fowl and insects. In any disputes involving the interpretation or application of this paragraph, the determination of the Trustees shall be final.

9. No boarding or nursing home, club or roadhouse, trade or business shall be carried on or conducted or permitted to be conducted or carried on within said tract of land covered hereunder or upon any lot therein, with the sole exception, however, of "home occupations". For this purpose, a home occupation is any occupation in connection with which there is used no sign, display or outside storage that will indicate from the exterior of the building that the building or grounds is being utilized in any way for any purpose other than that of a residential dwelling and in connection with which there is no commodity

said on the premises and in which no mechanical equipment other than domestic or household equipment such as are usually and customarily found in respectable single family households is used that would in any way be considered a nuisance in the opinion of the Trustees. No commercial or industrial stock, unsightly automobiles or automobiles under repair, equipment, machinery, scaffolding, tools or other similar apparatus shall be permitted, erected or suffered to remain on said tract of land covered hereunder unless the same may be stored or kept within the confines of the building, in which case they shall be so confined. No tracks or other commercial or industrial rolling stock or equipment may be stored or suffered to remain upon said tract of land covered hereunder except such as may be conveniently garaged within the buildings upon the premises and save and except a truck used by the owner or resident of the premises for his personal transportation and in that event such vehicle may not be permitted to remain outside of the building overnight. The expression "overnight" shall be construed to mean the period from and after dusk and until daylight. No boats, campers, or trailers shall be stored or suffered to remain outside of a building upon said tract of land covered hereunder unless approved for outside storage by written approval of the Board of Trustees. No nuisance and no gas or oil derrick, ~~and~~ apparatus, shall be permitted or erected or suffered to remain upon said tract. No sign of any kind shall be permitted or erected or suffered to remain anywhere, on anything, in anything or in any way exposed to the public view in Partridge Farm Estates, except one single or double faced "for sale" or "for rent" sign to be professionally painted in a normal good workmanship manner with nothing on said sign other than either "for sale" or "for rent" in addition to the name, address, and/or telephone number of the person offering said property for sale or for rent. Said sign shall not exceed five (5) square feet in size. The heretofore described sign restriction shall not apply to larger signs either illuminated or otherwise, erected and maintained by the First Party. The premises as described herein shall not be used in any way for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of land within the said tract, or which shall be unsightly, nor shall any part of said tract of land covered hereunder be used for any other purpose except for single family residential purposes. Any and all violations of this declaration shall be deemed a nuisance, and the Board of Trustees is hereby empowered to abate, restrain or remove same summarily.

10. No metal storage shed, accessory building or structures, except a private garage for the exclusive use of the owner or occupant (subject to approval of plans under Paragraph 11 hereof) shall be erected, placed or suffered to remain upon said tract of land covered hereunder without written consent of the Board of Trustees.

11. Except for the construction of the main building on each lot and accessory building thereto, if any, built at the same time as main building and except for installation by Utility Companies, Poe Poe Trunk Sewer, Inc., St. Louis County, and/or any other Public Agency, the Board of Trustees shall have the power to approve or reject ~~in~~ writing all plans and specifications for building or exterior alterations of building, walls, swimming pools, fences, hedge fences, sidewalks, poles, wires, or any type of installation or structure. In order to obtain approval or rejection of any of the items as heretofore mentioned, the plans and specifications for such, showing type of construction, nature, kind, shapes, height, exterior color scheme and material thereof, together with such information as the plot plan indicating location of such structure or structures on the building site and also lot grading and landscape plan, the Board of Trustees shall require any part or all of the heretofore mentioned plans, specifications, and exhibits to be submitted for approval or rejection, and said Board of Trustees shall either accept or reject said plans and specifications within a period of 35 days after the filing of said plans and specifications with the Board of Trustees. Should the Board of Trustees fail to act within said time, the plans and specifications shall be considered as approved. The provision providing for trustee approval shall not apply to the construction of the initial improvements erected upon each lot.

12. The Board of Trustees may at their discretion require a reasonable deposit or bond in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to guaranty completion within a fixed period of time and to provide that upon completion of the project, all debris shall be removed from the site and from adjacent areas, and that any and all damages to subdivision improvements shall be repaired.

13. 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 and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

14. All ashes, rubbish, garbage or debris and the like is to be placed in sightly containers at all times and no container or containers for the collection or disposal of same shall be placed between the rear building line of the residence and the street line in front of the residence at any time or for any purpose other than on day collection is made.

15. First Party hereby specifically reserves such easements upon the tract of land covered hereunder and the lots contained therein as are convenient to the building,

rebuilding, repairing and maintenance of such fences, gateways, walks, entranceways, pillars, monuments or other structures or objects as First Party may desire to place at such places and on such lots within and around the tract covered hereunder, for the purpose of attraction, demarcation of the boundaries of said tract, of separating, setting apart or distinguishing any area or areas of said tract from any other area or areas thereof, or for designation of particular streets and places thereof.

15. It is further agreed that the Board of Trustees shall have powers as follows:

(a) to build, rebuild, repair and maintain by contract or otherwise, courts, parkways, street and cul-de-sac planting areas, all street lights and standards, entrance and/or lights, if any, and any other such improvements for the use and benefit of the subdivision and, specifically, but not by way of limitation of any of the foregoing enumerated powers, to place fences, standards, gateways, walks, entranceways, pillars, or other such structures as the Trustees may desire at such places and on such lots within and around the tract covered hereunder, for the purpose of demarcation of the boundaries of said tract, or separating, setting apart or distinguishing any area or areas of said tract from other areas of said tract or for designation of streets, and for such purposes the Trustees shall have such easements and rights-of-way as are convenient for the building, placement, repair and maintenance of such structures. (b) To do any and all lawful things which the Board of Trustees may deem advisable to be done under or by virtue of this declaration, and to do and perform any and all lawful acts which may be necessary for, or incidental to the peace, health, comfort, safety or general welfare of the inhabitants and the owners thereof. (c) The Trustees may arrange to clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged for the reasonable expenses so incurred and the trustees may recover the costs of so doing by special individual assessment against said lot which shall be assessed and be a lien against said lot in the same manner as liens provided for elsewhere in this indenture in the case of general assessments. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting. (d) To provide for the lighting of streets and/or entranceways. (e) To levy general assessments and create and enforce liens upon any and all lots covered hereunder for the payment of costs and expenses as provided immediately above and which costs and expenses shall be apportioned by the Board of Trustees, provided, however, that there shall be a maximum total charge of thirty six dollars (\$36.00) per lot per calendar year unless any one or more of the following conditions

apply: I) Notwithstanding any other condition herein, the trustees should make suitable provision for compliance with all subdivisions and other ordinances, rules and regulations of St. Louis County or any municipality of which the subdivision may become a part and for such purposes should 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 and cul-de-sac islands and maintenance of walkways, if any, where applicable. II) If needed for the maintenance of items specified in preceding item I, a subsequent declaration or instrument increasing such maximum assessment shall be duly signed by at least two-thirds of all the lot owners and property owners of said tract of land covered hereunder and filed for record with the Recorder of Deeds for St. Louis County, Missouri. III) Special general assessments may be levied without limitations as to amount upon prior approval of two-thirds of all lot owners, such special assessments to be levied and constitute a lien in the manner aforesaid for general assessments.

A written or printed notice, issued by the Board of Trustees, or a Majority of them, stating the amount of money required for general maintenance or reconstruction purposes hereinabove recited and the date or dates when payment thereof must be made under the said notice, shall be served upon each of said owners, not less than ten days before any payment under said notice shall be required to be made. Said notice shall be delivered to each owner personally or to his agent or any member of the household over the age of fifteen years found on the respective lot of said owner, or shall be deposited in the United States mail properly stamped and addressed to the last known Post Office address of the owner or record or owners of record, or posted upon any conspicuous place on said lot, at least ten (10) days prior to date said assessment becomes due. Service in any one of the above mentioned methods shall be sufficient, and the said annual amount thereof, as soon as filed for record with the Recorder of Deeds for St. Louis County, Missouri and as soon as said notice be served, shall become to the extent of and for the amount payable by each owner as above provided, a charge or lien upon his lot or lots and said lien shall continue in full force until said amounts are fully paid, the same shall constitute a first lien against the property superior to any lien or encumbrances which the owner may have theretofore created or may thereafter create against said lot or any improvements thereon. In case said annual assessment is not promptly paid when due, it shall thereafter bear interest at the rate of eight (8) per cent per annum, and if after default the same shall have been placed in the hands of an attorney for collection, the fee of such attorney shall be due by the lot owner or owners in default against whom such action to enforce

collections has been taken and shall likewise be a first lien on the lot or lots of such owner or owners.

17. Party of the First Part hereby reserves the right to make minor changes in building or set back lines during the construction period in order to correct inadvertent violations of front and side building lines.

18. The hereinabove described property is hereby made subject to all of the terms and conditions of that certain Sanitary Sewer Connection Agreement and that certain Sanitary Sewer Maintenance Agreement recorded in Book 6616 Pages 745, 746, 747 and 748.

19. All the terms and provisions set forth in this Indenture and amendments thereto shall continue and remain in full force and effect at all times against said property until February 1, 1983 and shall as then in force be continued thereafter for successive periods of five (5) years each without limitation unless within six months prior to February 1, 1983, or within six months prior to the expiration of any successive five year period thereafter, a written agreement to amend or cancel any or all of the provisions of this declaration is executed and acknowledged by the then record owners of two-thirds or more of the lots in said tract of land covered hereunder, and is placed on file in the Office of the Recorder of Deeds of St. Louis County, Missouri.

20. The provisions contained in this Indenture shall bind and inure to the benefit of the owner or owners of any property in said tract of land covered hereunder, and each of their legal representatives, heirs, successors and assigns, and shall be enforceable by them or any of them, and failure by the Corporation, the Board of Trustees, or any property owner to enforce any of such restrictions, conditions, covenants, liens, reservations or charges shall in no event be deemed a waiver of the right so to enforce.

21. Inasmuch as the enforcement of the restrictions, conditions and covenants herein provided is deemed essential for the effectuation of the general plan of improvements hereby contemplated and for the protection of the parties hereto and all future property owners of land within the tract of land covered hereunder, it is hereby declared that any breach of the provisions of this declaration shall entitle the owning Corporation, the Board of Trustees, any lot owner or any future property owner to the remedy by injunction to restrain any such breach in addition to all other remedies.

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

23. This Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of two-thirds (2/3) of the lots in the subdivision then included under the



terms of this Instrument, except as provided for in Paragraph 1 (b) of this Section. Any such amendment, alteration, change or discontinuance of these restrictions when duly certified and acknowledged by the Trustees shall become part of the provisions and restrictions of this Instrument, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of the Party of the First Part, so long as it is the owner of more than one lot in said Subdivision.

24. If any provision of this restriction, or the application thereof to any person or circumstances is held invalid, the remainder of the restrictions and the application of such provisions to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the First Party hereto has caused this instrument to be executed by its President and attested by its Secretary and its seal affixed thereto, all of which is done by authority of the Board of Directors of said Corporation and the Second Parties have hereunto affixed their signatures, all of which being done the day and year first



By: R. H. Gerber  
Secretary

CREST DEVELOPMENT CO.

By: H. H. Boegeman  
President

SECOND PARTIES:

E. Keenan  
E. Keenan

H. H. Boegeman  
H. H. Boegeman

P. M. Dunajcik  
P. M. Dunajcik

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

On this 14th day of February, 1973, before me personally appeared H. H. Boegeman to me personally known, who, being by me duly sworn did say that he is the President of Crest Development Co., a Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said H. H. Boegeman acknowledged said instrument to be the free act and deed of said Corporation.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal at my office in the County of St. Louis, Missouri, the day and year first above written.

My Commission Expires: April 27, 1976

R. H. Gerber  
R. H. Gerber, Notary Public

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

On this 14th day of February, 1973, before us personally appeared E. Eason, H. H. Beegman and P. H. Danjalk to us known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



A handwritten signature in cursive script, appearing to read "R. H. Gember".

R. H. Gember, Notary Public

Witness: April 27, 1976

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STATE OF MISSOURI ) ss.  
COUNTY OF ST. LOUIS )  
FILED FOR RECORD

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*Wm E. Faulkner*  
RECORDER OF DEEDS