

DECLARATION OF RESTRICTIONS
INDENTURE CREATING HOME OWNER'S ASSOCIATION
AND
ESTABLISHING RESTRICTIONS

TOWNE SOUTH ESTATES ADDITION
ST. LOUIS COUNTY, STATE OF MISSOURI

THIS INDENTURE, made and entered into this 1st day of January, 1972, by and between CONCORD HOMES, INCORPORATED, a Delaware corporation with offices in the County of St. Louis, State of Missouri, Party of the First Part, and JOHN J. FISCHER, LAWRENCE H. FRICHTEL and JAMES R. GREEN, 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 members of the Board of Governors hereunder, herein referred to as the Board of Governors.

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner of a tract of land situated in the County of St. Louis, State of Missouri and described as:

A tract of land in U.S. Survey 2022, TOWNSHIP 43 NORTH, RANGE 6 EAST, in St. Louis County, Missouri described as follows, to-wit:

Beginning at the Northeast corner of U.S. Survey 2022 thence along the East line of U.S. Survey 2022, being also the West line of TOWNE SOUTH ESTATES PLAT 3, a Subdivision, the plat of which is recorded in Plat Book 134, Pages 68 and 69 of the St. Louis County Records, South 23 degrees 34-1/2 minutes West, 1,748.80 feet to the intersection of said East line of U.S. Survey 2022 with the common line between Fractional Sections 7 and 8; thence continuing along said East line of U.S. Survey 2022, South 23 degrees 22-1/2 minutes West, 46.64 feet to a point; thence along the North line of a tract of

land now or formerly of Theodore H. C. Dauernheim and wife by deed recorded in Deed Book 632, Page 502 of the St. Louis County Records North 66 degrees 14-1/3 minutes West, 1,144.06 feet to a point; thence North 23 degrees 28 minutes 05 seconds East, 1,300.00 feet to a point; thence South 66 degrees 17 minutes East 607.19 feet to a point; thence North 23 degrees 43 minutes East, 494.19 feet to a point on the North line of U.S. Survey 2022; thence along said North line South 66 degrees 17 minutes East 538.05 feet to the point of beginning containing 40.3109 acres, according to a survey thereof executed by Rapp & Rapp, Surveyors, during month of December, 1970.

WHEREAS, the Party of the First Part intends to cause the above tract of land to be subdivided and the subdivision thus created to be known as "Towne South Estates Addition," which may be in the form of plats of portions of said property, separately numbered; and

WHEREAS, there have been or may be designated, established and recited on said subdivision plat or plats certain easements and certain common areas which are for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage facilities, street lights, open space, recreational areas, and other facilities and public utilities for the benefit of the owner or owners of the lots 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 lands, all in the interest of fostering and enhancing their health, safety and welfare and for the

establishment of a harmonious atmosphere and common interests, facilities and recreational activities directed to making for a wholesome spirit of neighborly understanding and cooperation; to preserve said tract of land and possible adjacent and adjoining land as a restricted neighborhood and to protect same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restriction not only to all of said land and possible adjacent and adjoining land and every parcel 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 residential 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 Party 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 Party 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 Party 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 "Board of Governors" hereunder, the Party of the First Part hereby grants, bargains, sells, conveys, and confirms unto the Parties of the Second Part as "Board of Governors"; and as joint tenants and not as tenants in common, and to the successor or successors of them:

A. All community centers, paths, parks, playgrounds, common property, streets, drives, rights-of-way, public utility easements, storm water sewers and drainage facilities, if any, contained in said land covered by this Declaration, and not otherwise dedicated or conveyed on the plat or plats of the aforesaid property;

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, streets, drives, rights-of-way, public utility easements, storm 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 telephone and electric wires and suitable pipes, conduits or

other means of conducting steam, electricity, gas, water, sewage or other useful agencies.

TO HAVE AND TO HOLD the same to said Board of Governors and their successors forever in trust for the Grantor and the present or future owners of each of the said lots, and said lots and all of them shall forever remain subject to the burdens and entitled to the liens involved in said easements and the said Grantor for itself, its successors and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its successors 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 and any other lands which may hereafter become subject and subservient to this Indenture and as appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the said Board of Governors by this Indenture and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Board of Governors and their successors may make and prescribe or as may be made and 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 twenty (20) years from the date of this Indenture or, if earlier terminated, at the time of such termi-

nation, the then members of the Board of Governors shall convey by deed all the common property, if any, to the then owners of lots in this Subdivision as joint tenants; provided however, that all the rights, powers and authority conferred upon the Board of Governors shall continue to be possessed by the Board of Governors. It is the intention of this instrument that such conveyance shall constitute a change in ownership of title but shall not alter, abridge or change the powers, duties or function of the Board of Governors.

I

CREATION OF "TOWNE SOUTH ESTATES ADDITION
HOME OWNER'S ASSOCIATION"

All of the present and future lot owners or home owners in all lands 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 "TOWNE SOUTH ESTATES ADDITION HOME OWNER'S ASSOCIATION," and as such lot owners or home owners, shall have all the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

II

SELECTION OF BOARD OF GOVERNORS;
MEETINGS OF LOT OWNERS

There shall be three (3) members of the Board of Governors hereunder, same being at the date of execution of this instrument the Second Parties hereto. During the period of service

of said Second Parties as members of the Board of Governors as provided for herein, one or more of same shall be subject to removal by Party of the First Part with or without cause, and Party of the First Part shall have the exclusive right to designate the successor to such removed member for his unexpired period of service as provided for hereunder. Should any of the Second Parties, or their appointed successors as described above, die, resign or cease to hold 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 Board of Governors under this Indenture, then and thereupon, the Party of the First Part shall have the exclusive right to designate the successor thereto for his unexpired period of service as provided for hereunder.

After the Party of the First Part has sold and conveyed fifty percent (50%) of all of the lots within the tract of land subject to this Indenture, at the next following annual meeting of the lot owners to be held thereafter, Lawrence H. Frichtel or his appointed successor shall resign and his successor shall be elected by the lot owners under the procedures described herein for a term of one (1) year, such successor being the nominee receiving the majority of the votes cast.

After Party of the First Part has sold and conveyed ninety-five percent (95%) of all of the lots within the tract of land subject to this Indenture, at the next following annual meeting of the lot owners to be held thereafter, James R. Green

or his appointed successor shall resign and his successor shall be elected by the lot owners under the procedures described herein for a term of one (1) year, such successor being the nominee receiving a majority of the votes cast.

After Party of the First Part has sold and conveyed all of the lots within the tract of land subject to this Indenture, at the next following annual meeting of the lot owners to be held thereafter, the remaining Second Party or his respective appointed successor shall resign and his successor shall be elected by the lot owners under the procedures described herein for such term which shall be of such duration that when considered with the terms of the other two members of the Board of Governors, the term of one, and only one, of said members shall expire each year. It is the intention of this instrument that after the expiration of the terms of office of the members of the Board of Governors first elected hereunder, each member of the Board of Governors shall serve for a term of three (3) years and that said terms shall be staggered to the end that thereafter one member of said Board shall be elected at each annual meeting of the lot owners.

Following the annual meeting of the lot owners as provided for herein, the Board of Governors shall designate one of its members to serve as Chairman of the Board and one member to serve as Secretary of the Board until the time of the next following said annual meeting. There shall be an annual meeting of said lot owners to be held on the first Saturday of March 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 may be special meetings of said lot owners as may be called by any one member of the aforementioned Board of Governors, 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 of the time and place of any annual or special meeting shall be given by the Board of Governors or by the member of the Board calling said meeting, by depositing same in the United States mail, properly addressed and with postage prepaid. The successor to the elected member of the Board whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the majority of votes or ballots cast shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Governors, all of the estate, rights, interest, privileges and powers by this Indenture granted to his or their predecessor. Any lot owner who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. In the event that any one of the three elected members of the Board of Governors duly elected hereunder, shall die or cease to reside in the land subject to this instrument, 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 or them as a member of the Board of Governors under this Indenture, then and thereupon, it shall be the duty of the remaining members of said Board to select a successor to fill the unexpired term of such deceased or incompetent member. Any 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 Board of Governors, except Second Parties and their appointed successors as described above, shall be residents of the land subject to this instrument.

All actions of the lot owners at annual or special meetings shall be by a majority of votes cast at such meetings. All actions of the Board of Governors shall be by majority vote.

III

RESERVATION OF EXPENDITURES

The party of the First Part reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, electrical service, roads, streets, recording fees, subdivision fees, engineering fees, consultation fees, or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Party of the First Part further reserves the right to receive and re-

tain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or common property within the land subject hereto.

IV

THE BOARD OF GOVERNORS

The Party of the First Part hereby vests the Board of Governors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with 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:

A. To exercise such control over the easements, streets, drives or rights-of-way until same are dedicated to public bodies and agencies, public utilities or others furnishing common services to occupants of the land subject hereto, as is necessary to maintain, repair, supervise, and insure the proper use of said easements, streets, drives or rights-of-way 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, streets, drives or rights-of-way, sewers, pipes, poles, wires and other facilities and public utilities for service to the lots within the land subject hereto.

B. To dedicate the private streets, drives or rights-of-way, or any portion or portions thereof whenever the majority of the lot owners shall consent thereto and when such dedications would be accepted by an appropriate public agency, and to abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds, St. Louis County, I

but such easement or portion thereof may be abandoned only when all members of the Board of Governors 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 Board of Governors, 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 Board of Governors is intended to be discretionary and not mandatory.

D. To clear rubbish and debris and remove grass and weeds from and 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 with the reasonable expense so incurred. The Board of Governors or their officers, 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 buildings or out-buildings proposed for erection on said lots, proposed additions to such buildings or alterations in the external appearance of the buildings already constructed, it being provided that no building, fence, detached building, out-building or other structure may be erected or structurally altered on any of said lots unless there shall

first be written approval of a majority of the Board of Governors of the plans and specifications therefor and to the grade proposed therefor. In approving or rejecting such plans or specifications, the Board of Governors shall consider their compliance with applicable laws and with the terms and provisions of this Indenture, together with the consistency and suitability of same in light of existing structures in the subdivision and the impact of same upon the lots in the subdivision, the value thereof and the health, welfare and safety of the lot owners.

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 buildings and structures which may be erected on said lots as the Board of Governors deem necessary and desirable in order to maintain a high character of buildings and structures which may be erected on said lots. Minimum costs so established and effected shall at all times be subject to revision or abandonment at the discretion of the Board of Governors 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. To provide said subdivision with adequate fire and

police protection and for the collection of trash, rubbish or garbage, and otherwise to provide for the public health, safety and welfare of the property owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.

I. To 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 Board of Governors 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; employ counsel to advise the Board or to institute and prosecute such suit as they deem necessary or advisable, and defend suits brought against them individually or collectively in their capacity as Board of Governors.

K. At the discretion of the Board of Governors, in the interest of the health, welfare and safety of the lot owners and home 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 Municipal regulation, 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 pedes-

trian 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 within the land subject hereto; to provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.

L. To establish, operate, conduct, regulate, improve, maintain, repair, add to or reduce common property and any buildings and facilities as may exist or be established thereon; 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 Board of Governors 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 rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. To make a uniform assessment of a sum not to exceed One Hundred Dollars (\$100.00) per lot in any one year (except as hereinafter provided) upon and against the several lots or parcels of land subject to this instrument on which there is situated a residence ready for occupancy (a residence

is ready for occupancy if it is sufficiently completed to provide normal and comfortable occupancy). Said assessment shall be for the purpose of providing funds to carry out the general duties and powers of the Board of Governors as herein described and for the further purpose of enabling the Board of Governors to defend and enforce restrictions, adequately to maintain and operate the common property, parks, paths, easements, sewers, utilities, parking spaces, trees and other facilities 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.

2. If at any time the Board of Governors shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the lot owners for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated, be approved, either at a meeting of the lot owners duly called and held in the manner provided with reference to the election of members of the Board of Governors, by a majority vote of all the lot owners, voting by written ballot, in person or by proxy, or by the written consent of the owners of a majority of the lots, the Board of Governors shall notify all lot owners of the additional assessment and the limit of One Hundred Dollars (\$100.00) per lot per year for general purposes shall not apply to any assessment

made under the provisions of this paragraph. Said special assessment shall be made only against those lots on which there is situated a residence ready for occupancy.

3. All assessments, either general or special, made by the Board of Governors 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 percent (8%) per annum until paid and such payment and interest shall constitute a lien upon said lot 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 Board of Governors may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Board of Governors 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 expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Board of Governors shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

(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, and the Board of Governors shall have the right to employ any procedure described therein to effectuate collection of any assessment hereunder.

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

(e) The lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri, and to any other bona fide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors and of evading the assessments provided for herein; provided, however, that the terms and provisions hereof shall be and remain fully applicable to all of the land sub-

ject hereto after foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequent to such foreclosures.

N. The Board of Governors shall have the full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Board to:

1. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Board's powers and duties hereunder including the construction of improvements.

2. Purchase insurance against all risks, casualties and liabilities of every nature and description.

3. Borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same.

4. Make all types of permanent, temporary, construction or other loans.

5. Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

O. The Board of Governors shall deposit the funds coming into their hands, as the Board of Governors, in a State or National Bank, protected by the Federal Deposit Insurance Corporation, or in a State or Federal Savings and Loan Association, protected by the Federal Savings and Loan Insurance Corporation,

at the best rate of interest obtainable. The Board of Governors shall designate one of their number 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 Board of Governors.

P. All rights, duties, powers, privileges and acts of every nature and description which said Board of Governors might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Board of Governors unless otherwise provided in this Indenture. Members of the Board of Governors shall not be personally liable for their acts in the performance of their duties save for dishonesty or acts criminal in nature.

Notwithstanding any other condition herein, the Board of Governors shall make suitable provision for compliance with all subdivision 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 shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Board of Governors shall make provision for the maintenance and operation of all street lights, roadways and easements not otherwise accepted by a political subdivision or utility.

RESTRICTIONS

The Party of the First Part herewith covenants with the Board of Governors, their successor or successors in trust, and all owners of lots 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, outbuilding, trailer or other structure not designed as permanent or stationary, nor may any person use any of said lots or any building or structure thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That the height of buildings, the minimum dimensions of yards and the minimum lot area for families shall be as follows:

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

2. Every building shall observe all yard, setback and lot area requirements prescribed by the ordinances of St. Louis County.

3. There shall be a minimum distance between principal buildings on adjoining lots of ten (10) feet.

C. That all platted lots in this subdivision shall be restricted to one family residence usage only and that not more than one main building shall be erected on any one lot in the subdivision.

D. That no pigeons, poultry, cattle, hogs, rabbits, or other animals (except dogs, cats or other household pets may be kept if not bred or maintained for commercial purposes) may be kept in or on any part of said property unless written permission be obtained from the Board of Governors, and such permission, if granted, shall be revocable at the pleasure of the Board of Governors.

E. That no residence, accessory building or any portion of any lot shall be used as a boarding house, nursing home, rooming house, 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 judgment of the Board of Governors, to the owners or inhabitants of lots in the land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

F. No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Board of Governors. This provision shall not, however, require the consent of the Board of Governors for the sale of an entire lot as shown on the recorded plat.

G. No trash, rubbish or garbage receptacle or can shall be placed on the premises outside of the buildings thereon except upon the day of the week or month upon which the regularly scheduled collections of same are to take place. Such receptacle, however, may be employed if same is completely recessed and sunk into the ground and equipped with a permanent cover.

H. No one story main building shall be erected with a foundation area of less than one thousand (1,000) square feet excluding garage and porches, said measurement to be made at the outside wall and provided that no building having two finished levels, one above the other, shall be erected with a foundation area of less than eight hundred (800) square feet excluding garage and porches, said measurement to be made at the outside wall.

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

J. No fence may be erected without the consent in writing of a majority of the Board of Governors. Said Board of Governors may approve, unless good cause to 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 percent (50%) open and except also that a privacy fence may be erected if such privacy fence is less than six (6) feet in height and not more than forty-five (45) feet in length. In the event that any fence deteriorates or falls into disrepair, the Board of Governors may, in their discretion, repair or restore such fence and charge the

cost of same to the then owner of such lot.

K. No lot owner shall park a truck on any lot other than in a garage or carport, for a period in excess of one hour per day. No motor vehicle shall be displayed as being for sale in said subdivision and no vehicle shall be parked or displayed therein bearing a "For Sale" sign or other sign, indicating that said vehicle is being offered for sale.

L. 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 a triangular area bounded by the property lines on each street and a line connecting said property lines forty (40) feet from the intersection thereof or in a case where the intersection is rounded, forty (40) feet from the point where a straight projection of property lines would intersect; provided, however, that tree boughs or branches may overhang such area so long as they do not extend lower than seven (7) feet from the ground. In the event of violation of this restriction, the Board of Governors, 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.

M. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot, except for the erection and maintenance of not more than one sign on each lot, not exceeding five (5) 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; provided that Party of the First Part reserves the right to erect signs and displays in connection with its subdivision development and the sale of lots without restriction.

N. No lot owner shall park a boat, camper, trailer or part thereof on any lot other than in a garage or carport.

VI

ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of any lot or portion thereof in this subdivision, their heirs, executors, administrators, grantees or assigns, or any one of them, hereinafter owning any of said lots or part thereof shall infringe or attempt to infringe or omit to perform any covenant 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 lot or parcel of land subject hereto, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase) or for the said Board of Governors in behalf of or for the benefit of themselves or any of said owners, 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 any parcel of land, or any part thereof subject to said covenants, yet they are not to be enforced personally against the Party of the First Part, or its successors and assigns, unless said Party of the First Part while owning or controlling some parcel of land or part thereof subject to such covenants, shall have violated or failed to perform the covenant or covenants embracing such parcel or part thereof. It is, and is hereby declared to be, the intention that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land within the tract subject hereto and to and with all titles, interests and estates in same, and be binding upon every owner, lessee or occupant of 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 parcel 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.

VII

DURATION, AMENDMENTS, MODIFICATIONS, ADDITIONAL PROPERTY

All 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 this Indenture and shall, as then in force, be continued automatically without further notice, for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, notice is given to the Board of Governors by at least twenty-five percent (25%) of the owners of lots platted on the land then subject hereto of their intention to terminate this Indenture, in which event same shall be terminated and ended at the end of such period.

It is further agreed expressly and understood that any modification, amendment or change in the terms of this Indenture or elimination of any one or more lots or part or parts thereof from the coverage of this Indenture may be made at any time by the written consent of two-thirds ($2/3$) of the owners of the lots in the land subject hereto, subject to the approval of a majority of the then Board of Governors.

Party of the First Part reserves the right and shall have the right to amend this trust agreement and Indenture in any manner whatsoever (including by way of example and not by way of limitation, amendments calculated to permit qualification of the lots in said subdivision and improvements thereon so as to meet requirements of the Federal Housing Administration, or the Veterans Administration, or of any mortgagee or lender, in order that said improved lots will qualify for financing and loans to prospective purchasers of said improved lots insured by either of said federal agencies, or for conventional financing or loans from any mortgagee or lender, the right to relocate

building lines established by any recorded plat, and the right to resubdivide or relocate any platted lot lines), without notice, at any time, so long as Party of the First part retains legal ownership of one or more lots or any part of the property subject thereto, providing the said Party of the First Part shall record any such amendment in the office of Recorder of Deeds of the County of St. Louis.

Party of the First Part reserves the right to make adjacent land or lands subject to the terms and conditions of this Indenture by appropriate plat legend on any plat of record subdividing said adjacent land.

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

CONCORD HOMES, INCORPORATED

BY *John J. Fischer*
JOHN J. FISCHER, President

Party of the First Part

ATTEST:

Betty Blondon
Asst. Secretary

John J. Fischer
JOHN J. FISCHER

Lawrence H. Frichtel
LAWRENCE H. FRICHTEL

James R. Green
JAMES R. GREEN

Parties of the Second Part