



* 2010080900860 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
RESTR

GRANTOR
PLEASANT VALLEY SUB

TO

GRANTEE

PROPERTY
DESCRIPTION:

PLEASANT VALLEY SUB

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number 00860

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 10 pages, (this page inclusive), was filed for record in my office on the 9 day of August 2010 at 01:08PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

MLM
Deputy Recorder



Janice M. Hammonds
St. Louis County, Missouri

Mail to:

ANDREW KUENNEKE
628 FOREST LEAF DRIVE
ST LOUIS, MO 63011

Destination code: VC M

RECORDING FEE 48.00
(Paid at the time of Recording)

**INDENTURE OF TRUST AND RESTRICTIONS
OF
PLEASANT VALLEY SUBDIVISION**

This Indenture of Trust and Restrictions is made this 4th day of April, 2004 by and between Kuenneke Properties, Inc., a Missouri corporation, (hereinafter referred to as "Grantor") and Andrew W. Kuenneke, and Andrew J. Kuenneke (hereinafter referred to as "Trustees").

WHEREAS, Grantor is the fee simple owner of eleven (11) lots being lots 1, 2, 3, 4, 5, 42, 43, 44, 45, 46 and 1120 as identified on the Pleasant Valley Subdivision plat as recorded on May 9, 1949 in the Office of the Recorder of Deeds for St. Louis County, Missouri, in Book 46 and Page 10, a copy of which is attached hereto as Exhibit A. (hereinafter referred to as "Plat"); and

WHEREAS, the above eleven (11) lots in Pleasant Valley Subdivision are zoned for one residence on each lot and therefore Grantor wishes to restrict all eleven (11) lots consistent with such use;

WHEREAS, Grantor wishes to establish in the Trustees' sufficient rights, title and interest in the lots to carry out the purposes of this Agreement; and

NOW, THEREFORE, in consideration of the terms contained herein, Grantor, for itself and its successors, successors in trust and assigns, and all persons who may hereafter claim or derive title to or otherwise hold through the Grantor, its successors, successors in trust and assigns, any of the Lots in said Subdivision, covenant and agree with the Trustees as follows:

DEFINITIONS

1. **Definitions.** Unless otherwise clearly indicated by the context herein, the following words shall have the following definitions:

(a) **"Improvements"** shall include, but not be limited to all structures, signs, driveways, fences, walls, swimming pools, tool sheds, garages, landscaping, and radio and television aerials and antennas;

(b) **"Lot"** shall mean any of the eleven (11) Lots shown on the Plat subject to this Agreement, now or hereafter;

(c) **"Owner"** shall mean the record owner in fee simple of any lot covered by this Agreement, now or hereafter, including Grantor;

(d) **"Trustees"** shall mean any original or successor trustees; and

(e) **"Common Ground"** shall mean the area designated as Common Ground on Exhibit A.

PROTECTIVE COVENANTS.

2. **Land Use and Building Type.** No Lot shall be used except for single family

residential purposes. No building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling, garage, single family attached dwelling garage and single family residence. No manufacturing, industrial or commercial activity is permitted. Any incidental home office which does not include use or visitation by outside employees, customers, delivery, storage or distribution of productions or materials is permitted.

3. **Architectural Control.** No improvements shall be erected, placed or altered on any Lot until a complete submission of the construction plans and specifications have been approved by the Trustees in writing as to quality of design and materials, harmony of external design and landscaping with existing structures and landscaping, and location of Improvements relevant to the topography and finish grade elevations. A complete submission must include: in-field staking, three (3) site plans showing exact location of all Improvements (garage, swimming pool, fence, sidewalks, etc.) and there relative elevations shown as compared to the road elevation (at driveway), three (3) sets of landscape plans showing all plantings, fencing, statuary, lighting, etc., to be approved. Any items not presented for approval shall be deemed as specifically excluded. Trustees shall retain one (1) copy of all such plans. Trustees shall review any such plans and specifications within a thirty (30) day period following receipt thereof in proper form. If the Trustees fail to reject such plans in writing within such period, the plans shall be deemed approved. All approved plans and specifications must be strictly followed and may not be changed or altered without written approval by Trustees.

4. **Improvement, Quality and Size.** Only Improvements meeting quality standards established by Trustees shall be erected in the Subdivision. All Improvements on any given Lot shall be designed with all elements and details to be consistent to a single style of architecture with the following restrictions:

(a) No sign shall be place on any Lot, other than a customary real estate "For Sale" sign not exceeding five (5) square feet, and no "For Sale" signs shall be placed on any lot until Grantor has transferred title to all eleven (11) Lots as shown on the Plat to Owners.

(b) All driveways shall be paved asphaltic concrete, and regularly maintained and repaired;

(c) No television or radio antennas or aerials or satellite dishes shall be erected or placed on any Lot unless approved by the Trustees as provided for in Section 3 hereof, and further, in the event of approval of satellite dishes, the satellite dish shall be a maximum of eighteen (18) inches in diameter; and

(d) The grade and slope of any Lot may not be changed without the consent of the Trustees, and further, the Trustees does reserve the right to change the grade and slope of any Lot for the benefit of all adjoining property Owners and the Subdivision.

5. **Easements.** Easements for installation and maintenancce of utilities, drainage facilities and private roads, if any, for the Subdivision are indicated on the Plat. Within any existing easements, no Improvement shall be placed or permitted to remain which may, in the sole judgment of Trustees, damage or interfere with installation and maintenance of utilities, sewers and roads, change the direction or flow of drainage channels, or obstruct or retard the flow of water through drainage channels:

(a) Private roads and utility easements are shown on the Plat, except for Dogwood Lane, which has been dedicated to St. Louis County;

(b) No additional easements for utilities, roads, or any other purpose running from any Lot may be granted by an Owner;

(c) Owners for all Lots hereby grant and convey to Trustees and their agents and contractors an easement to enter upon their Lot for the purpose of maintaining and repairing all drainage areas; and

(d) Grantors, its heirs, successors, successors in trust and assigns hereby reserve the sole and perpetual right to extend any and all road and utility easements to all adjoining properties and to include those properties so long as they adhere to the same restrictive covenants as the original development; and

6. Maintenance.

(a) Each Lot Owner shall be solely responsible for and maintain their Lot and keep the Lot free from debris and waste matter. Each Lot Owner shall be responsible for and maintain any landscaping installed on any Lot by the Owner, and shall be responsible for and pay: electric, gas, water, sewer and trash with respect to each Lot.

(b) The owners of Lots 4, 5 and 42 shall equally share in the cost of maintaining the roadway located in front of the three (3) lots, including the cost of snow removal.

7. Nuisance and interference with the Property and Activities of Others. No nuisance (as determined in the sole judgment of the Trustees, whether or not such activity shall constitute a nuisance of law), noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any other Owner. No Lot shall be used for purposes prohibited by law or ordinances. In no event will any hunting or discharge of firearms be permitted in the Subdivision.

Trustees or any of their agents may go on any Lot where a nuisance, or a noxious or offensive activity exists or may exist for the purpose of removing or abating hereby consented to by each Owner and no person entering upon such Lot pursuant to the Section shall be deemed to have trespassed thereon.

8. Animals. No animals, except for domestic pets (not horses), other than a reasonable number of household pets, may be kept by any Owner. Trustees may determine from time to time:

(a) The number of pets considered reasonable;

(b) Those pets which are permitted;

(c) Dog shall not be permitted to run free and any dog house or dog run requires approval pursuant to paragraph 3.

9. Vehicles and Temporary Structures.

(a) No vehicle shall be regularly parked on any road, in the yard, or in front of the home. No vehicles, boats, trailers, tractors or equipment of any nature other than non-commercial passenger cars shall be parked outside regularly except in an area screened, in the sole judgment of Trustees, by adequate improvements from roads and all other Lots. Unlicensed vehicles, shall be considered abandoned and shall be removed; and

(b) No personal or commercial vehicle, camper, trailer or other structure, including without limitation, mobile homes, trucks, basements, tents, shacks, garages, stables, or out-buildings shall be used on any Lot as a temporary or permanent residence.

10. **Roads.** In order to minimize the amount of traffic and wear and tear on the roads, all Owners are required to use the services of the trash collection service provider approved by the Trustees. No trash receptacles shall be placed outside of a building or be visible from the road except on the days of regularly scheduled collections.

Grantor reserves the right to enter upon any Lot for the purpose of making development Improvements or construction and use of a temporary road during development. Grantor shall establish finish grades for all development Improvements.

11. **Sewage Disposal.** All sanitation facilities, baths and sinks on each Lot shall be connected to a sanitary disposal system meeting the requirements of St. Louis County and all revisions must be approved by the Trustees. No cesspools shall be permitted.

12. **Other.**

(a) No dusk-to-dawn or intrusive spot/flood lighting. Motion sensor and manually operated security lighting is permitted.

(b) Street lamp posts shall be restricted to 25 watt incandescent maximum and only one per Lot;

(c) Fireworks are not permitted at any time;

(d) No ATV's, motor-bikes, go-carts or any other unlicensed motor vehicles of any kind or nature shall be operated on common roads;

(e) Removal of trees over six (6) inches in diameter requires written approval of Trustees; and

(f) No lumber, metal, rubber, plastic or other bulk materials shall be allowed to accumulate on any Lot, except for building materials required for the construction of an approved structure.

TRUSTEES

13. **Original and Successor Trustees.**

(a) The original Trustees shall be **Andrew W. Kuenneke** and **Andrew J. Kuenneke**. Whenever either of the original Trustees refuses to act, becomes disabled or dies, the other Original Trustee shall appoint a Successor Trustee. When all of the Lots in the Subdivision have been sold, or upon the original Trustees' refusal or inability to act, then as soon as practical thereafter, all lot owners shall meet and assemble and elect from their members three (3) Trustees who shall immediately upon said election succeed all of the rights and powers of the Original Trustees as herein named and the original Trustees shall resign and relinquish their duties to the three (3) duly elected Trustees. In connection with said election, each lot shall be granted one (1) vote for each Trustee being elected.

Upon the election of the initial Board of Trustees as herein provided, the Trustee

candidate receiving highest number of votes shall be elected for a term of three (3) years; the Trustee receiving the next highest number of votes shall be elected for a term of two (2) years and the Trustee receiving the least amount of votes shall be elected for a term of one (1) year, after the expiration of said initial terms as herein provided for, the term of each Trustee shall be three (3) years. The initial terms and successive terms of the Trustees shall commence on the date of the election of the initial Board of Trustees which shall be the date of the annual meeting of the Board. The Board of Trustees shall meet no less than annually. Upon the death, removal from the Subdivision, or resignation of any Trustee herein above elected, a replacement shall be appointed by the remaining Trustees, said replacement to serve to the expiration of the term of the Trustee replaced.

The Original Trustees herein, shall, as long as they shall be Trustees, have the right to appoint some other person as Successor Trustee in their place and upon said appointment, said Successor shall succeed to all of the rights, privileges and duties of the Original Trustees so succeeded.

14. **Powers of Trustee.**

(a) The Trustees shall have the power, but not the obligation to: prevent violations and threatened violations of this Agreement; compel performance of the terms of this Agreement and any other laws, regulations or ordinances which may now or in the future effect the Subdivision and make provision for compliance therewith; provide for maintenance and operation of all property entrusted to them including but not limited to, street lights, roadways, easements, utilities, cul-de-sac and islands including correcting violations existing on the individual lots; hold, convey, dispose and administer in trust for any purpose permitted by this Agreement, gifts, grants, conveyances, or donations of any real or personal property, including that property referred to as Pleasant Valley Subdivision; insure against risks, casualties and liabilities of any nature, enter into contracts, employ agents, servants and laborers as necessary, including the employment of attorneys; in the event of the acquisition or threatened acquisition of any property subject to this Agreement by a public or quasi-public entity, to negotiate with such entity; to exercise such other powers as may be incidentally necessary to effectuate the provisions of this Agreement; and unless inconsistent herewith, utilize all powers conferred upon persons acting as Trustees by the statutes and laws of the State of Missouri, including those powers conferred by Sections 456.500 through 456.600 R.S.Mo., as the same may be amended from time to time;

(b) Trustees may deposit the funds received by them at interest, when deemed feasible by them in their discretion, but all such deposits shall be insured by the Federal Deposit Insurance Corporation or a similar entity. Trustees shall designate one of their members as "treasurer" of funds collected and such funds shall be placed in the custody and control of such treasurer. All payments must be signed by two (2) Trustees;

(c) All powers of Trustees shall be exercised by a majority thereof unless a greater number is required by this Agreement, except that there shall be no sale or transfer of the Common Ground without the written approval of all Lot Owners, except for a sale or a transfer to a public authority or utility.

15. **Liability of Trustee.** No Trustee shall be liable for errors in judgment made in good faith, or for any loss to any beneficiary hereunder, or any other person, whether or not such Trustee shall have insurance against the same, except such as shall occur through actual fraud or willful misconduct on the part of said Trustee. In addition, no Trustee shall be liable or responsible for the acts or defaults of any other Trustee, but such Trustee shall be liable only for his own acts and

defaults in respect to any property actually received by said Trustee.

16. **General Assessments.** To pay the necessary expenses and costs for performing their duties hereunder, Trustees shall, before January 15th of each calendar year, determine the total amount required for such purposes and shall establish a uniform annual assessment on each Lot sufficient to provide for the amount so determined. Lots retained by Grantor shall be exempt from any and all assessments.

17. **Special Assessments.** If at any time Trustees shall consider it necessary to make expenditures in excess of the amount which will be raised through the assessment provided for in Section 16, Trustees shall have the right to impose a special assessment not more than one (1) time per year, without a vote of the majority of Lot Owners. Any additional special assessment in any one (1) year shall require a call of a meeting and a vote of more than one-half (1/2) of the Owners present to authorize such special assessments. Lots retained by Grantor shall be exempt from any and all special assessments.

18. **Other Assessments.**

(a) In the event the Trustees or their agents shall maintain, repair, replace, remove or otherwise alter any Improvements located upon a Lot, or take any action against any Owner to otherwise enforce the provisions of this Agreement, then and in such event, the charges incurred by Trustees in performing such activities or enforcing this Agreement and all reasonable attorney's fees and court costs related thereto shall become an assessment and lien against said Owner's Lot; and

(b) In the event any Owner shall institute suit against Trustees based upon this Agreement and Trustees shall prevail therein, then Trustees shall be entitled to all costs incurred, including a reasonable attorney's fee, which shall be immediately due from the Owner and become an assessment and lien against said Owner's Lot.

19. **Notice of Assessments and Enforcement.** Notice of any assessment, general, special or other, shall be given by first class mail, postage prepaid to the last known address of each Owner or by posting a brief notice of such assessment upon the Lot itself.

Each assessment shall be due and payable within thirty (30) days after notice is mailed or posted and shall thereafter bear interest at the rate of twelve percent (12%) per annum, compounded monthly, until paid. Trustees may file suit to enforce payment of such assessment, with interest in which event all court costs and reasonable attorney's fees incurred by Trustees in such proceeding shall be charged to the Owner and secured by such lien. Such lien may be foreclosed and enforced in any manner provided for enforcement and foreclosure of liens. In addition, Trustees may enforce assessments against any Lot or Owner in any manner permitted by law.

Any Lot shall be subject to the assessments provided for herein only from and after the date upon which title to such Lot shall pass from Grantor to another Owner; provided, however, in the event title to any Lot shall pass from Grantor to another Owner during a year in which any assessment provided for herein was levied, then such Owner shall pay to Trustee at the time of closing, the pro-rata share of any such assessment for the remaining portion of the year, determined on the basis of a thirty (30) day month.

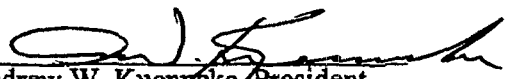
GENERAL

20. **Amendments.** This Agreement may be amended from time to time by the Grantor.

Said amendments to be in writing and recorded in the Recorder's Office St. Louis County, Missouri. Thereafter, these restrictions may be amended all or in part at any time in a meeting of the Lot Owners. Amendment procedures are to be initiated only by and at the discretion of the Trustees. Notices setting forth the proposed amendments shall be sent by first class mail, postage prepaid, to all Owners to their last known address twenty (20) days prior to said meeting. Notices shall also contain date, place and time of meeting. The Owner or Owners of the property shall be entitled to one (1) vote per each Lot owned by him or her, it or them. Voting is to be by secret ballot or proxy. A majority of the Owners present or voting by proxy at any meeting so called may amend these restrictions. Any such amendment shall be recorded in the Office of Recorder of Deeds, St. Louis County, Missouri.

21. **Term.** The covenants hereof shall run with the Land and be binding upon all parties, their heirs, successors and assigns, for a period of fifty (50) years from the date hereof. This Agreement is automatically renewed for successive period of ten (10) years unless canceled by instrument, duly recorded and signed by the majority of the Owners prior to thirty (30) days before the expiration of the original or any renewal period. In the event the Subdivision is vacated, fee simple title shall vest in the then Owners and joint tenants. Any other provision hereof to the contrary notwithstanding all obligations and rights of Trustee hereunder to maintain the islands and street lights shall not cease, nor may this Agreement be changed or amended to eliminate the Trusteeship established by this indenture during the duration of the Subdivision.

GRANTOR:


Andrew W. Kuenneke, President
Kuenneke Properties, Inc.

STATE OF MISSOURI)

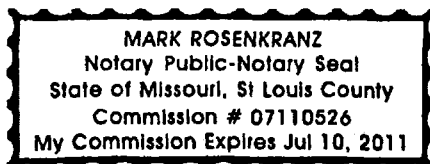
COUNTY OF ST. LOUIS)

ss.

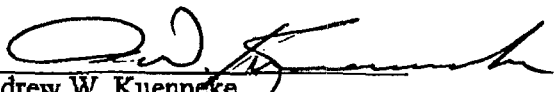

On this 21st day of July, 2010, before me personally appeared, Andrew W. Kuenneke, President of Kuenneke Properties, Inc, a Missouri corporation, the above-named Grantor, and swore and affirmed that he signed the above Indenture in his capacity as President as the free act and deed of said corporation.


Notary Public

My commission expires: 7/10/2011



TRUSTEES:

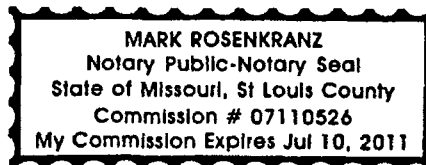

Andrew W. Kuenneke

Andrew J. Kuenneke

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

On this 21st day of July 2010, before me personally appeared, **Andrew W. Kuenneke**, the above-named Trustee, and swore and affirmed that he signed the above Indenture of his own free act and deed and the free act and deed of said subdivision.


Notary Public

My commission expires: 7/10/2011



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

On this 21st day of July 2010, before me personally appeared, **Andrew J. Kuenneke**, the above-named Trustee, and swore and affirmed that he signed the above Indenture of his own free act and deed and the free act and deed of said Subdivision.


Notary Public

My commission expires: 7/10/2011

