

Town and Country South Subdivision Improvement Association

ADDRESS OF SENDER

728 Shallow Creek View

St. Louis, MO 63011

ST. LOUIS COUNTY, MO. 63011

5 March 1979

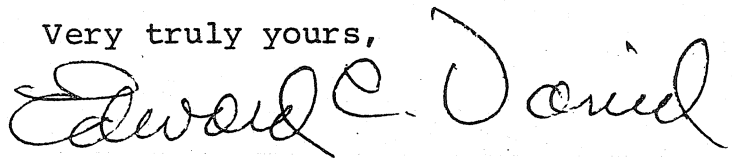
DEAR RESIDENT OF TOWN AND COUNTRY SOUTH SUBDIVISION:

Please be advised by this notice that a general membership meeting of all of the residents of Town and Country South Subdivision will be held at The Hannah Woods School on Hannah Road across from our subdivision at 7:30 pm on April 5, 1979.

The primary purpose of this meeting is to exhibit, explain and open for discussions a proposed indenture of restriction to replace those indenture of restrictions under which our subdivision is presently governed.

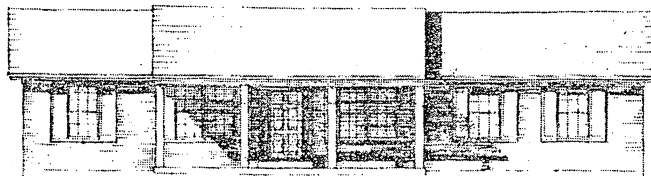
Thereafter the meeting, a representative of your Board of Trustees will come to your home to request your written vote either approving or rejecting the proposed indenture of restriction. If a simple majority of the residents vote to approve the proposed indenture of restrictions, the indenture of restrictions will replace the indenture of restrictions currently in effect.

Very truly yours,



Edward C. Vancil
Secretary to the
Board of Trustees

ECV/dda



AGREEMENT RESPECTING AMENDMENT TO
INDENTURE RESTRICTION

- (a) This agreement respecting an amendment to the Indenture Restriction adopted this ____ day of _____, 1979, amends the Indenture Restriction made and entered into on the 24th day of October, 1966 as amended.
- (b) WHEREAS, an indenture of restriction was made and entered into the 24th day of October, 1966, by and between E. Berninger, party of the First Part, and R. Boyd Pickens, Jr., John W. Wolfner and Jas. S. Barnes, all of the County of St. Louis, State of Missouri, parties of the Second Part, and recorded in Book 6091, pages 388, St. Louis County Recorder of Deeds; and
- (c) WHEREAS, Article VI, paragraph 1, of the said Indenture provided that said Indenture may be amended by a written agreement signed by not less than a majority of the then record owners of the fee simple title of all lots in the subdivision; and
- (d) WHEREAS, it is desired of more than a majority of the existing record owners of the subdivision to amend the said Indenture as hereinafter set forth and to amend said Indenture in full and to amend the amendments previously enacted in full so that a new and completed Indenture Restriction is to be created as follows, to-wit:

INDENTURE OF RESTRICTION FOR
TOWN AND COUNTRY SOUTH SUBDIVISION

SECTION I: INTRODUCTION

ARTICLE A: TOWN AND COUNTRY SOUTH SUBDIVISION DESCRIPTION

1. Plat 1 (Plat Book 120, pages 44 & 45, St. Louis County Recorder's Office).
2. Plat 2 (Plat Book 135, pages 88 & 89, St. Louis County Recorder's Office).
3. Plat 3 (Plat Book 143, pages 2 & 3, St. Louis County Recorder's Office).
4. Plat 4 (Plat Book 151, pages 64 & 65, St. Louis County Recorder's Office).

ARTICLE B: GENERAL PREMISES

- (a) This Indenture made and entered into this _____ day of _____, 1979, by and between the residents of Town and Country South Subdivision in reference to Plat 1, Plat 2, Plat 3 and Plat 4 of Town and Country South Subdivision, Hanna Rd., St. Louis County, Missouri.
- (b) WHEREAS, there have been designated, established and recited on the aforementioned recorded plats certain public streets, common land and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown on said subdivision plats and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, and other facilities and public utilities for the exclusive use and benefit of the owner or owners of the lots shown on said plats of said abovedescribed tract; and
- (c) WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel, and all "common ground" within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, and safety of all who own or reside in said area; and
- (d) WHEREAS, all reservations, limitations, conditions, assessments and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument; and
- (e) WHEREAS, Vescovo Building and Realty Co. has, by separate instrument, conveyed to the trustees hereinafter designated and established the "common ground" reserved in the abovedescribed tract; and
- (f) WHEREAS, the above-described instrument conveys the property described therein to the trustees hereinafter designated and established for a period of 15 years, and after expiration of said time, fee simple title to the above-described property shall vest in all of the then recorded lot owners of the abovedescribed property known as Town and Country South Subdivision, as tenants in common, but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of lots in said subdivision, and any conveyance or change of ownership of any lot or lots in the subdivision shall carry with that ownership in common property

in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenants either to prevent it, him or them from doing so, or to recover damages or other dues, court costs and attorney's fees necessary to pursue such action for such infringement or omission.

ARTICLE C: EASEMENTS

- (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear footage of each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

ARTICLE D: COMMON GROUND

- (a) The undivided interest of any owner of a lot in the subdivision in and to the common ground shall be conveyed with the lot and at all times shall remain appurtenant thereto. The common ground shall forever remain as such and shall remain subject to the terms of this instrument so long as it shall remain in force and effect. All parcels of said land shall further be subject to the terms and conditions of a contract heretofore entered into by grantor with St. Louis County Sewer Company relating to the maintenance of sanitary sewers.

ARTICLE E: DURATION

- (a) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from the date these amended covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10 years) unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, and such change may be made at any time.

ARTICLE F: AMENDMENTS AND MODIFICATIONS

- (a) This Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than a majority of the then record owners of the fee simple title of all the lots in the subdivision; any said written and signed alterations, amendments, changes or discontinuances shall, when duly certified and acknowledged by the then trustees and recorded with the Office of the Recorder of Deeds of St. Louis County, Missouri, become a part of the provisions and restrictions of this Indenture.

SECTION II: SELECTION OF TRUSTEES

(a) The Board of Trustees is to be established consisting of 3 persons to serve for a term of 2 years. The initial three trustees will be elected for the following terms: one trustee for one-year term and two trustees for two-year terms. Thereafter, trustees will be elected for two-year terms. The Chairman, Secretary, and Treasurer are to be named and appointed by the trustees at their first meeting. Should the office of a trustee become vacant for any reason whatsoever during the first 18 months of the term, there shall be an election held by the lot owners within the subdivision within the next three months for purposes of electing a new trustee to fill the unexpired term of the vacant office. Notice of meeting for holding of any such election shall be mailed first class to the last known mailing address of each lot owner at least fifteen (15) days prior to any such meeting. The owner or owners of property shall be intitled to one vote for each lot. A proxy vote can be had by the owner of the said lot by mailing to one of the trustees at their home address by registered mail, return receipt requested, the name of the person or persons to be voted for and/or a statement that the trustee shall have the right to vote for and on behalf of the lot owner. A copy of the registered letter addressed to the trustee shall be evidence of his or her ability to vote the proxy in accordance with the terms set forth in the letter. The letter must, of course, be dated, mailed and received by the trustee prior to the time scheduled for the election and/or vote.

SECTION III: TRUSTEES DUTIES AND POWERS

ARTICLE A: GENERAL RIGHTS, POWERS, AND AUTHORITIES

(a) The owners of the recorded plats of Town and Country South Subdivision hereby invest the trustees with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1. To exercise such control over the easements, streets, roads and lanes, entrance ways and any other proposed entrance way as such in the future may be dedicated, lights, gates, common ground area, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities as may be shown on the recorded plat or plats of the said above-described tract of land, except those easements which are not dedicated to public bodies and agencies, as is necessary to maintain, repair, rebuild, supervise, and insure the proper use of said easements, streets, roads and lanes, etc., by the necessary public utilities and by any other person including themselves and to others to whom they may grant permission, to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities,

and public utilities for services to the lots shown on said plats.

2. To exercise control over the common ground area as shown on said plats; to maintain and improve same with shrubbery, vegetation, decorations, building, recreational facilities and other structures and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and general use of the owners of the lots in this subdivision, all as required by law and ordinance; to prescribe by reasonable rules and regulations the terms and conditions of the use of said common ground area, all for the benefit and use of the owners of the lots in this subdivision and according to the discretion of the said Board of Trustees.

3. To prevent, in their own names as trustees of an expressed trust, any infringement and to compel the performance of any restriction set out in this indenture or established by Law and also any rules and regulations issued by said Board of Trustees governing the use of the said "common ground area" or any matters relating thereto. This provision is intended to be accumulative and not to restrict the right of any lot owners to proceed in his own behalf, but the power and authority herein granted to the trustees is intended to be discretionary and not mandatory.

4. To clean up rubbish 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 with the reasonable expenses so incurred. The trustees or officers, agents or employees shall not be deemed guilty or liable for any manner of trespass or any other tort for any such injury, abatement, removal or planting.

5. The trustees will have the right to require a reasonable deposit in connection with the proposed erection or improvement of any building or structure, detached building, out-building, fences, driveways or other structure of improvements to structures, or improvements to the lot 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 damages to subdivision improvements shall be repaired.

6. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the trustees, for any public purpose, the trustees, during the period of trust are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the trustees need be made parties, and in any event the proceeds received shall be held by the trustees for the benefit of those entitled to the use of the common property, road or easements.

7. The trustees in exercising their rights, powers, and privileges granted to them; and in discharging the duties imposed upon them by the provisions of this indenture, made from time to

time, enter into contracts, employ agents, servants and labor as they deem necessary, and employ attorneys at law to institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them individually, or collectively, in their capacity as trustees, and such legal fees involved shall be chargeable and collectable from the treasury of this subdivision. Said trustees are fully authorized and empowered to institute suit in law or equity against any owner in default in the payment of any assessment, either general or special, authorized herein, so as to compel payment of the amount in default, with legal interest, cost of court, and an additional amount of monies as and for attorneys fees, in each and every case.

8. The trustees shall not be personally responsible for any act in which they are empowered to exercise their judgement and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary.

9. All rights, duties, powers, privileges and acts of every nature and description which said trustees might execute or exercise under the terms of this Indenture, may be executed or exercised by a majority of said trustees unless otherwise provided in this Indenture.

10. Neither the trustees nor successor trustees shall be entitled to any compensation for services performed pursuant to these covenants.

ARTICLE B: SUBDIVISION MEETINGS

(a) There will be two subdivision meetings per year, one meeting to be in the fall, and one meeting to be in the spring. Notice of meetings be they for election of officers or general subdivision membership meetings shall be mailed first class to the last known mailing address of each lot owner at least fifteen (15) days prior to any such meeting.

ARTICLE C: ASSESSMENTS

(a) In order to pay necessary expenses relating to the street lights, the trustees shall from year to year determine the total amount required for the street lights in said subdivision, and

thereafter levy an assessment to each homeowner for their equal and proportionate share of said annual lighting bill. In order to pay other expenses of the trustees in performing their functions hereunder, said trustees shall from year to year determine the total amount, required for special purposes, and to portion that sum among the respective owners of lots in the subdivision, said amount to be in excess of the assessment levied relative to the expense of the street lights. Owners are required to pay such apportioned amount of money, but it shall not exceed the sum of Thirty (30) Dollars per lot per year. Trustees shall notify each property owner within thirty (30) days from the date of said notice. Said trustees are empowered to file notices of assessment in the Recorder's Office in St. Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust, and if said amount be not paid within the time stated in said notice, it shall bear interest at the rate of 10% per annum from the date payment becomes due. Such lien shall be prior and paramount to the lien against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, or any municipal subdivision thereof. Said trustees are fully authorized and empowered to institute suit in law or equity against any owner in default of the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, cost of court, and an additional amount of damages as reasonable attorneys fees, in each and every case. These incurred expenses shall also constitute a lien upon the said lot and said lien shall continue in full force and effect until said expenses have been fully paid.

(b) The lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record if insured by the Federal Housing Administration, Veteran's Administration or any other agency of the United States of America or of the State of Missouri, and to any other bona fide first mortgage or deed of trust if given for valid consideration and if not placed of record for the purpose of defeating creditors and of evading the assessment provided for herein; provided, however, that the terms and provisions shall be and remain fully applicable to all of the lands subject hereto after foreclosure of any deed of trust or mortgage, and any and all lot owners subsequent to such foreclosures shall be fully subject to any assessments, provided for herein and made subsequently to such foreclosures.

(c) If at any time the trustees shall consider it necessary to make an expenditure requiring an assessment additional to the assessments heretofore provided, they shall submit in writing to the owners of lots 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 the said 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 trustees by 2/3 (two-thirds) vote of those present in person or by proxy, or by written consent of the

owners of a majority of the lots, the trustees shall notify all owners in said subdivision of the additional and special assessment.

- (d) Any lot owner who has failed to pay any general or special assessments due and payable shall not be entitled to vote at any annual, semi-annual or special meeting provided for herein.

ARTICLE D: BUDGET AND EXPENDITURES

- (a) The trustees will be prepared to discuss at the annual spring meeting of the subdivision lot owners the proposed yearly budget for the subsequent year. This proposed yearly budget is to reviewed upon and discussed by the membership at large in order to obtain thoughts and opinions of the subdivision, but the final approval and authorization for the annual budget is to be voted upon by the trustees.
- (b) The trustees shall deposit the funds coming into their hands, as trustees, in a state or national bank, protected by the Federal Deposit Insurance Corporation, at the best rate of interest obtainable. The trustees shall designate one of their 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 submit a monthly Treasurer's Report to be submitted to the trustees at their monthly meetings.
- (c) The Board of Trustees will provide that two signatures of members of the Board of Trustees is necessary to transact the issuance of all checks and withdrawals from savings accounts. All banking accounts in connection with the subdivision will be set up with this restriction.

SECTION IV: RESTRICTIONS

ARTICLE A: USE OF LOTS

- (a) That all lots in said subdivision shall be restricted to one family residence only and not more than one main building shall be erected on any one lot in the subdivision.
- (b) No lot shall be used except for residential purposes. No residence, accessory building, or any portion of any lots shall be used as a boarding house, rooming house, club house or road house or for any purpose other than that of a single family residential dwelling, nor shall any residence, accessory building, or any lot be used or demoted to the temporary or permanent use relating to manufacturing, industrial, commercial

or professional activity whatsoever, nor shall any building or premises be used for any purposes prohibited by law or ordinances of St. Louis County, State of Missouri, nor shall anything be done in or on any premises which may be or become a nuisance, in the judgement of the trustee, to the owners or inhabitants on lots in said subdivision.

- (c) No lot shall be re-subdivided nor shall a fractional part of any lot be sold without the consent of the Board of Trustees. This provision shall not, however, require the consent of the Board of Trustees for the sale of an entire lot as shown on the recorded plat.
- (d) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and in a location suitable to maintain a clean and sanitary condition.
- (e) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in looking for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE B: STRUCTURES

- (a) No building of any kind shall be erected, placed or altered on any lot until the construction, plans and specifications and a plan showing the location of the structure have been approved by the trustees as to quality of workmanship and materials, harmony of exterior and external design with the existing structures, and as to location with respect to topography and finish grade elevations. Approval must be in writing by the trustees. When plans, specifications and plot plans have approved, they must be strictly followed and adhered to in the erection of the building and structures, and no building or structures may be changed or altered so as to violate any provisions of this agreement. It is further agreed that this paragraph shall apply to alterations and improvements relative to driveways and fences.
- (b) No dwelling shall be permitted to be erected on any lot wherein the replacement cost is less than that which would equal the fair market value of the previous lot and the residence thereon, and said new residence to be re-built with the same or greater square footage as the previous residence.
- (c) No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building set-back

line, nor shall any dwelling be erected or placed on any lot having an area of less than seven-thousand five-hundred (7,500) square feet.

- (d) No building shall be erected and located on any lot nearer to the front lot line or nearer to the side street line than twenty (20) feet. No building shall be located nearer than six (6) feet to an interior lot line, except that no side yard shall be required for garage or other permitted accessory building located thirty (30) feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
- (e) No person may dwell in or occupy or use as a residence, on any of said lots, any structure of a temporary character, trailer, camper, mobile home, tent, basement, garage, shack, shed, barn, or other out-building at any time either temporarily or permanently.
- (f) No person may use any of said lots or any buildings or structures thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

ARTICLE C: PARKING

- (a) No lot owner shall park a boat, camper, trailer or part thereof on any lot other than in a garage or carport.
- (b) No lot owner shall park a truck or an automobile on any lot other than in a garage, carport, or driveway for a period of excess of one (1) hour per day. Specifically, no motor vehicles to include trucks, cars, motorcycles shall be parked in the rear, side or front of said yard on the grassy areas.
- (c) No motor vehicle shall be displayed as being for sale in said subdivision, and no motor vehicle shall be parked or displayed therein bearing a "for sale" sign or other sign indicating the said vehicle is being offered for sale.

ARTICLE D: CORNER LOTS

- (a) With respect to any corner lot, there shall be no shrubbery, trees, flowers, vegetation, walls and fences greater than three (3) feet in height with a triangular area bounded by the property lines on each street, and the line connecting said property line forty (40) feet from the intersection thereof, or in the 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 in such area so long as they do not extend lower than seven (7) feet from the ground. In the event a violation of this restriction, the Board of Trustees, their agents, servants and employees shall have the absolute right to enter upon a lot involved, and remove, trim, cut or destroy any shrubbery, trees, other vegetation or other structures or obstacles in violation of this restriction. It shall be the purpose of this paragraph to maintain safety and provide control for safe access on the streets and at the corners and intersections of the streets in said subdivision.

ARTICLE E: ANIMALS

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. It is to be a violation of this covenant for any homeowner to allow their dog or cat to roam free from the owner's care and supervision and specifically a violation of this covenant to allow a dog or cat to be walked throughout the subdivision without a leash or some other type of tie between the animal and the party assuming the responsibility. It is further to be a violation of this covenant directed to the owner of said dog or cat if said dog or cat defecates on property belonging to other homeowners in the subdivision.

ARTICLE F: SIGNS

(a) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during the construction.

ARTICLE G: NUISANCE

(a) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

IN WITNESS WHEREOF, the said trustees of the Town and Country South Subdivision do hereby certify that this amendment to Indenture Restriction has been presented to the membership of the subdivision and that it has been duly passed in the form herein provided and consented to in writing by a simple majority of the record title owners of the lots of the subdivision.

IN WITNESS WHEREOF, the said trustees of the Town and Country South Subdivision have hereunto executed this Indenture the day and year first above written.

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

On this ____ day of _____, 19____, before me appeared

to me personally known, who, being by me duly sworn, did say that they are the trustees of the Town and Country South Subdivision, and that the instrument contained herein was duly authorized and consented to by the residents of Town and Country South Subdivision, including the proper procedure made and provided, and they do hereby acknowledge that instrument to be the free act and deed of said subdivision.

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

My Commission Expires:

Notary Public

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

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appeared _____

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