INDENTURE OF TRUST AND RESTRICTIONS

OF

SAN LUIS HILLS

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

72 MAY -4 AM 11:07

R- 89

RECORDER OF DEEDS

THIS INDENTURE made and entered into this 2nd day of May, 1972, by and between SAN LUIS LAND AND DEVELOPMENT CO., a corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "Owner" and EDWARD M. HARRIS, JR., JOHN L. BOLAND,III, and FRANK M. GANNINGER, all of the County of St. Louis, State of Missouri, hereinafter referred to as "TRUSTEES":

WITNESSETH THAT:

WHEREAS, the County Council of St. Louis County, Missouri, by its Ordinance Number 5563 dated September 3, 1970, on the petition of Edward M. Harris, Jr., approved and authorized a Planned-Environment Unit for the development in accordance with and conformance to the provisions of Section 1003.187 SLCRO of the following described tract of land situated in St. Louis County, Missouri:

> The Northeast 1/4 of the Southeast 1/4 and the South 10 acres of the East 1/2 of the Northeast 1/4 of Section 31, Township 44, North Range 5 East, containing 50 acres, more or less, and the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 44, North Range 5 East, containing 40 acres.

WHEREAS, part of the above described tract for which said Planned-Environment Unit was approved and authorized has been subdivided and the plat thereof recorded in the St. Louis County Records in Plat Book 143, Pages 60 & 61 and designated SAN LUIS HILLS PLAT ONE, and

WHEREAS, Owner contemplates that the remainder of the above described tract for which said Planned-Environment Unit was approved and authorized will also be subdivided and that plats thereof will be prepared and recorded in the St. Louis County Records pursuant to and in conformity with the aforesaid Ordinance and other ordinances of said County; and

WHEREAS, "Community Area" for park and recreational

2500

areas has been designated and set aside on the plat of San Luis Hills Plat One and additional "Community Area" for park and recreational areas will be designated and set aside on the future plats of San Luis Hills to be recorded in the Office of the St. Louis County Recorder of Deeds upon approval by the St. Louis County Council or other proper officials of St. Louis County; and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of San Luis Hills, certain streets, community area and certain easements which are for the exclusive use and benefit of the owner or owners of the lots and parcels shown and to be shown on said subdivision plats (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the owner or owners of the lots and parcels shown and to be shown on said plats; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the tracts of land, whether of record or to be of record and known collectively as "San Luis Hills", as a restricted neighborhood and to protect the same against certain uses by the adoption of a neighborhood plan and scheme of restrictions, and to apply that plan and restrictions in favor of or against each lot and parcel as against or in favor of all other parcels 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, safety and morals of all who own or reside in said areas; and

WHEREAS,all reservations, limitations, conditions, easements and covenants contained herein, 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 and parcels covered by this instrument; and

WHEREAS,Owners will, by separate instrument, convey to the Trustees and establish certain area as "community area", to be so designated on the plat or plats of the remainder of the above described tract, to be prepared and recorded in the St. Louis County Recorder's Office; and

WHEREAS,the above described instruments will convey the property described as "Community Area" to the Trustees hereafter designated and established for a period of Twenty-five (25) years, and after expiration of said time, fee simple title to such community area shall vest in all of the then record owners of all lots and parcels in any subdivision of the aforedescribed property known as San Luis Hills (regardless of plat number), as joint tenants, but the rights of said joint tenants shall be only appurtenant to and in conjunction with their ownership of lots or parcels in said San Luis Hills and any conveyance or change of ownership of any lot or lots or parcels in San Luis Hills shall carry with it ownership in community area so that none of the owners of lots or parcels in San Luis Hills (regardless of plat number) shall have such rights of ownership as to permit them to convey their interest in the community area except as an incident to the ownership of a regularly platted lot or parcel; and any sale of any lot or parcel in San Luis Hills, regardless of plat number, shall carry with it without specifically mentioning it, all the incidents of ownership of the community area, provided, however, that all of the rights, powers and authority conferred upon the Trustees of San Luis Hills shall continue to be possessed by the said Trustees.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns,

and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors or assigns, any of the lots and parcels of land in the aforedescribed property, all as described herein as follows: to wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be EDWARD M. HARRIS, JR., JOHN L. BOLAND III, and FRANK M. GANNINGER, designated herein as Trustees, who by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resigns, refuses to act, becomes disabled or dies, Owner or its successors or assigns, shall appoint a successor or successors until such time that 50% of the lots and parcels in all the plats of San Luis Hills (including the multi-family lot or lots) are sold and closed. At that time the term of Frank M. Ganninger, or hissuccessor, shall terminate. At that time a successor Trustee shall be chosen at a meeting of the then record owners in fee simple title to lots and parcels in all plats of San Luis Hills called by notice of meeting signed by at least three (3) property owners, sent by first class mail to, or personally served upon, all of such record owners at least ten(10) days before the date fixed for the meeting. The notice shall specify the time and place of meeting, which place shall be in St. Louis County, Missouri. At such meeting, the owner of a lot improved with a single-family residence shall have one (1) vote and the owner af a parcel improved with multiple family dwelling units shall have one-half vote (½) for each such dwelling unit. A majority of all votes in all plats of San Luis Hills shall have the power to elect new trustees. Until such time as 95% of the lots and parcels in all the plats of San Luis Hills (including the multi-family lot or lots) are sold and closed shouldEdward M. Harris, Jr. or John L. Boland III resign, refuse to act, become disabled or die then Owner or its successor or assigns, shall appoint successor Trustees for said Trustees. At such time as 95% of the lots and parcels in all

the plats of San LuisHills (including the multi-family lot or lots) are sold and closed the the term of John L. Boland III or his successor shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. Untilsuch time as all the lots and parcels in all the plats of San Luis Hills (including the multi-family lot or lots) are sold and closed should Edward M. Harris Jr. resign, refuse to act, become disabled or die, then Owner, or its successors and assigns, shall appoint a successor Trustee. At such time as all the lots and parcels in all the plats of San Luis Hills (including the multi-family lot or lots) are sold and closed the term of Edward M. Harris Jr., or his successor, shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. The Trustees selected by a vote of the lot owners as hereinbefore provided shall serve three (3) year terms and their successors shall be selected at a meeting called and held in the manner hereinbefore set out.

II

RESERVATION OF EXPENDITURES

The Owners reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the above described tract.

III

TRUSTEES' DUTIES AND POWERS

The Owners hereby invest the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers, and authorities;

(1) Trustees shall acquire and hold the "Community Area" to be described and conveyed to Trustees by separate instrument, which said "Community Area" is to be set forth and shown on San Luis Hills Plat One or any subsequent plat under any other name of San Luis Hills, all in accordance with and pursuant to the ordinances of the St. Louis County Council and in accordance with and subject to the provisions of this instrument.

Trustees shall deal with any "Community Area" so acquired under the provisions hereinafter set forth.

(2) To exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now of may heresfter be dedicated to public bodies or agencies), entrances, lights, gates, community 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 said above described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary public utilities and others, including the right (to themselves and 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 plat.

(3) To exercise control over the Community Area to be shown on said Plat One andany other plat hereafter to be approved and recorded, to pay real estate taxes and assessments on said Community Area out of the general assessment hereinafter provided for; to maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots and parcels in the Subdivision, all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of said Community Area all for the benefit and use of the owners of the lots and parcels in this Subdivision and according to the discretion of the said Board of Trustees.

(4) Publicly to dedicate any private streets constructed or to be constructed on the aforedescribed tract or any subdivision thereof, whenever such dedication would be accepted by a proper public agency, in the event the recorded plat does

not provide for public use and maintenance.

(5) To prevent as Trustees of an express 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 concerning the use of the said Community Area or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot or parcel owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(6) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

(7) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots and parcels, proposed additions to such building or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings,outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory building and other oubuildings have been

submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

(8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots or parcels in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent areas, and that any and all damages to subdivision improvements shall be repaired.

(9) At such time (Twenty-five years after the date of any warranty deed by which the Trustees acquired the "Community Area") as the then lot and parcel owners of San Luis Hills become owners of part or all of the "Community Area" theretofore conveyed to and held by the Trustees, the Trustees shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to the community area as hereinbefore set forth, and particularly, the Trustees shall continue to collect for and make payment of the real estate taxes which may be levied on the community area by St. Louis County and/or by other governmental body or agency.

(10) To establish rules and regulations for the operation of recreational facilities when the same have been provided in the community areas.

(11) To purchase and maintain in force liability insurance, protecting the Trustees and lot owners from any and all claims for personal injuries and property damage arising from use of the community areas and facilities.

(12) In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary, to employ counsel to institute and prosecute such suit, as they may deem necessary or ad-

visable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

(13) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, The Trustees, during the period of Trust as well as the times fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements,

(14) Notwithstanding any other condition herein, the trustees shall make suitable provision for compliance with all subdviision and other ordinances, rules and regulations of St. Louis County or any municipality of which the subdivision may become a part, including but not limited to street lights, and for such purposes shall not be limited to the maximum assessment provided for herein,

(15) The Trustees shall have the power to erect an ornamental entrance way to San Luis Hills Subdivision, said entrance way to be located on a median within the Piedras Parkway right-of-way as shown in the Subdivision Plat of San Luis Hills. The Trustees shall have the duty to maintain and repair said entrance way toghther with all grass, plants and trees located on the aforementioned median. If requested to do so in writing by the St. Louis County Department of Highways and Traffic, the Trustees shall within thirty (30) days of receipt of the aforementioned request, remove said entrance way from the aforementioned median. The Trustees shall hold St. Louis County harmless from all claims, demands, suits of whatever kind arising out of or in connection with said ornamental entrance way.

IV

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots and parcels in San Luis Hills for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

(1) (a) The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed Fifty Dollars ($50.00) per lot in each calandar year upon and against each lot in a plat of San Luis Hills upon which a single family residence has been constructed and in an amount not to exceed the annual rate of Twenty Five Dollars ($25.00) against each completed multiple family dwelling unit, for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the future purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, community area, utilities and street lights, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general wlefare of the residents in San Luis Hills. Each annual assessment shall be levied prior to November 1 in the year prior to the year for which it is levied, notice thereof being given by first class mail addressed to thelast known or usual post office address of the owner and deposited in the United States mail with postage prepaid, or by the posting of a notice of the assessment upon the residence or dwelling unit against which it applies, by said November 1. Each such annual assessment shall be due on January 1 following and shall become delinquent if not paid by February 1.

(b) If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required, to the then owners of residences and then dwelling units. If such assessment is approved either at a meeting of the owners of single family residences and multiple family dwelling units called by the Trustees by fifty-five percent (55%) of the votes cast in person only and not by proxy, the Trustees shall notify all owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required fifty-five percent (55%) majority, each owner of a single-family residence shall be entitled to one (1) full vote and each owner of a multiple-family dwelling unit shall be entitled to one-half vote except that only those who have paid all assessment theretofore made, shall be entitled to vote on any question. The limit of the annual assessments for general purposes as set forth in (1) (a) above, shall not apply to any assessment made under the provision of this paragraph. Notice of such special assessment shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

(c) Should a residence or multi-family building become subject to assessment after January 1 in any year, and should an annual or a special assessment have been levied for that year, then such assessment shall be adjusted so that such residence or dwelling unit shall be charged with a portion of the assessment pro rated for the balance of that year.

(2) All Assessments shall bear interest at the rate of eight percent (8%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment

and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages or deeds of trust. Should an owner pay an assessment after the recording of notice thereof, as herein provided, the Trustees shall release said lien.

(3) The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

(4) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

(5) In addition to the foregoing assessments the following assessments for sanitary sewers shall be made:

(a) An annual sewer assessment of Twenty Four Dollars ($24.00) per annum, per unit, which drains by gravity, payable quarterly, in advance, in installments of Six Dollars ($6.00); and Thirty Dollars ($30.00) per annum, per unit, which drains through a Lift Station, payable quarterly, in advance, in installments of Seven Dollars and Fifty Cents ($7.50) for each single family dwelling or dwelling unit in a multiple family residence, shall be made as payment for annual sewer maintenance, operation and repairs provided, however, that if the water usage of a business unit is more than 4,000 cubic feet per year , the fee shall be on the basis of forty cents (40¢) per one hundred cubic feet of water used. Any increase or decrease in the aforesaid charge or rate shall be subject to the laws of the State of Missouri regulating sewers as a public utility and including the Rules and Regulations of the Missouri Public Service Commission.

(b) The Fenton Sewer Co. , a Missouri Corporation, is empowered hereby to collect the payments abovementioned directly from the owner of the property and such owners are tobe directed to make all payments for the quarterly charge for maintenance, operation and repairs of the sanitary sewage system directly to the FENTON SEWER CO. All payments provided herein shall be payable quarterly on or before January 1st, April 1st, and October 1st of each year. If payment is not made within fifteen (15) days after said payment shall become due and payable, FENTON SEWER CO. may file with the Recorder of Deeds of St. Louis County, Missouri, the name of the party holding legal title to the premises on which the payment is , delinquent, the address of said person, the legal description of the property, the amount due at the date of filing, and the deliquent owners shall pay all costs of filing, recording, attorney fees, principle, and interest at the rate of eight percent(8%) per annum from due date to the date of payment and cost of releasing. Upon filing of the above notice of delinquency by FENTON SEWER COMPANY, the amount due and costs thereon shall become a first lien upon said property . In addition to a lien being placed upon the property as above set out by reason of non-payment of the charges for sanitary sewer service as provided, FENTON SEWER CO. may discontinue service if payment is overdue for a period of six (6) months or more and said service shall be discontinued until payment hasbeen made to date, including all costs incurred in disconnecting and reconnecting said service.

V

INDENTURE OF RESTRICTIONS

The owner hereby inposes on all the lots in SAN LUIS HILLS the following restrictions:

(1) Reference is made to the development plan of San Luis Hills recorded in Plat Book 139 pages 14 and 15 of the St. Louis County records. In the area shown as single family residential on said development plan no structure shall be erected on each single family lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage or carport, which if erected must be attached to the dwelling either directly or by means of a breezeway.

(2.) No building shall be located on any single family residential lot nearer to the front or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on

any lot nearer than 20 feet to any side street line. No building shall be located nearer than 6 feet to an interior single family residntial lot line, except that on corner single family residential lots no structures of any kind shall be permitted in the rear between the building line and the street line. No dwelling shall be located on an interior single family residential lot nearer than 15 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 on another lot.

3. No dwelling shall be permitted on any single family residential lot at a cost of less than $10,000.00 based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all single family dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted single family dwelling size. The ground floor area of the main structure exclusive of one-story open porches, carports & garages, shall be not less than 800 square feet for a one-story single family dwelling, nor less than 700 square feet for a single family dwelling of more than one story.

4. No single family residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family except that the undersigned owner may use a residence for an office during the construction and sales period.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outluilding shall be used on any lot or at any time as a residence either temporarily of permanently.

6. All partition fences on single family residential lots shall be constructed of new material, such fences shall not be more than four (4) feet in height and shall not

extend in front of the building on any lot. On corner lots the fence shall not extend beyond the front or side of a building. Solid fences built of new material and of a decorative character may be erected to a height of seven (7) feet for the purpose of screening a patio, provided the palns and specifications for said patio fence and a sketch showing the propoe d location of the fence have been approved by the Trustees as to quality of materials, harmony of external design with existing buildings and as to location with respect to the patio to be screened and the homes in close proximity to the proposed fence.

(7) No roof drainage, garage drainage, downspouts, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline or other objectionable materials shall be placed, drained, emptied into or connected to the sanitary sewer line. FENTON SEWER CO. shall have authority to and is directed to eliminate all objectionable materials, roof drainage, garage, downspouts, and all surface or storm drainage, chemicals, chemical solutions, oil, gasoline or other objectionable materials from the sanitary sewer service line; and violation of the provision shall give FENTON SEWER CO. , or its successors or assigns, a right to discontinue sanitary sewer service to the offending party. The right to enter on any portion of the above-described property for the purpose of inspecting for possible violation of this provision and discontinuance of service in case of violation, is hereby granted to FENTON SEWER CO. No septic tanks or other means of disposing or treating of sanitary sewage, excepting the service operated by FENTON SERER CO., shall be permitted on any property therein. Charges for the sanitary sewer service as above provided shall begin from the date when the owner of record causes construction to start on any of the described property or from the date of initial occupancy of any single family residence or unit therein, and shall continue to run with the land thereafter.

(8) No sign of any kind shall be displayed to the public view on any residential lot except that one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(9) No oil drilling, oil development, oil 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 on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(10) No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, maintained for any commercial purpose.

(11) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above

the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines, or in the case of a rounded property corner from the intersections of the street property lines, extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. At any time within five years from date of recording of these restrictions that part of these restrictions pertaining to side lines and building lines may be added to or amended by the Owner so as to rectify any inadvertent violations of said side line and building line restrictions occuring during the original construction period.

14. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waivers, estoppel, condemnation or failure of title as to any lot or part of lots in said subdivision be of any effect to modify, invalidate or annul any grant, covenant or agreements herein with respect to the remainder of said subdivision, saving always the right to terminate or release as hereinabove expressly provided.

15. These restrictions shall continue and be binding upon the Owner and the Trustees and upon their successors and assigns for a period of 30 years from the date this instrument is recorded and shall automatically be continued thereafter for successive periods of fifteen (15) years each, provided however, that the owners of the majority of lots of the entire SAN LUIS HILLS development may terminate the trusts or release all of the land hereby restricted from any one or more of all of the said restrictions at the end of the

original term or of any successive fifteen (15) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in St. Louis County, Missouri at least five years prior to the expirations of the original term or of any fifteen (15) year period thereafter.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, 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.

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

18. Personal property, including but not limited to boats and trailers, shall not be placed or stored in the open on any single family lot nearer to the front lot line than the rear line of the building, nor in the case of corner lots, nearer to the side street than the side building line. This shall not prohibit the parking of passenger automobiles, licensed and in operating condition.

VI

MISCELLANEOUS PROVISIONS

(1) (a) There are and will be situated in the above described tract, certain areas designated as "Community Area". The Trustees shall hereafter maintain said "Community Area" and may develop therein park areas, playgrounds, ball fields and other kinds of recreational facilities.

(b) Any other provision hereof to the contrary

notwithstanding the obligations and rights of the Trustees hereunder to maintain the parks and streets referred to herein shall not cease nor may this indenture be changed or amended to reduce or eliminate any of the duties, obligations and rights insuch connection granted to and imposed on the Trustees herein, nor may this Indenture be amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees.

(2) The Trustees are authorized and empowered to coöperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities enuring to the benefit and general welfare of the inhabitants of the entire area.

(3) All land designated as "Community Area" on any plat or San Luis Hills shall be for the mutual benefit and use of all owners of lots and parcels in San Luis Hills and their lawful lessees regardless of the plat number in which the lot or parcel so owned shall be situated.

(4) Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefor.

(5) The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, 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. Neither the Trustees nor Successor Trustees shall be entitled to any compensation for services performed pursuant to this covenent.

IN WITNESS WHEREOF, the Owner and Trustees have hereunto executed this Indenture this 2nd day May, 1972.

SAN LUIS LAND & DEVELOPMENT CO.

BY Edward M. Harris Jr.
President

Edward M. Harris Jr.
Edward M. Harris, Jr. Trustee

John L. Boland III
John L. Boland III, Trustee

Frank M. Ganninger
Frank M. Ganninger Trustee

State of Missouri)
) SS.
County of St. Louis)

On this 2nd day of May, 1972, before me appeared Edward M. Harris, Jr. to me personally known, who, being by me duly sworn, did say that he is the President of San Luis Land & Development Co., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Edward M. Harris, Jr. acknowledged said instrument to be the free act and deed of said corporation.

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

NOTARY PUBLIC ST. LOUIS COUNTY, MO.

Frank M. Ganninger
Notary Public
Frank M. Ganninger

My Commission expires: June 7, 1975

State of Missouri)
) SS.
County of St. Louis)

On this 2nd day of May, 1972, before me personally appeared Edward M. Harris , Jr., John L. Boland III, and Frank M. Ganninger, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as Trustees.

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

JOHN R. ESSIG NOTARY PUBLIC ST. LOUIS COUNTY, MO.

John R. Essig
Notary Public
John R. Essig

My Term expires: June 16, 1975

AMENDMENT TO

INDENTURE OF TRUST AND RESTRICTIONS OF SAN LUIS HILLS

WHEREAS, the Indenture of Trust and Restrictions of San Luis Hills, dated the 2nd day of May, 1972 and recorded May 4, 1972 in Book 6583 Page 1721 of the St. Louis County Recorder of Deeds' Office is to be amended as follows.

Under ARTICLE IV. ASSESSMENTS, Paragraph 1) (a) is amended to read:

1) (a) The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed Sixty Dollars ($60.00) per lot in each calendar year upon and against each lot in a plat of San Luis Hills upon which a single family residence has been constructed and in an amount not to exceed the annual rate of Thirty Dollars ($30.00) against each completed multiple family dwelling unit, for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, community area, utilities and street lights, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, to perform and execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents of San Luis Hills. Each annual assessments shall be levied prior to November 1 in the year prior to the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner and deposited in the United States mail with postage prepaid, or by the posting of a notice of the assessment upon the residence or dwelling unit against which it applies, by said November 1. Each annual assessment shall be due on January 1 following and shall become delinquent if not paid by February 1.

92

WE, the undersigned, as the Board of Trustees of San Luis Hills, upon written approval of a majority of the property owners of San Luis Hills, agree to adopt the foregoing Amendment to the Indenture of Trust and Restrictions of San Luis Hills as recorded in Book 6583 page 1721 of the St. Louis County Recorder's Office, effective the 23 day of September, 1991.

TRUSTEES OF SAN LUIS HILLS

Daniel Montgomery Debra S. Hesler John R. Sanders

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

On this 23rd day of September, 19 91, before me personally appeared
Daniel Montgomery, Debra S. Hesler and John R. Sanders TRUSTEES

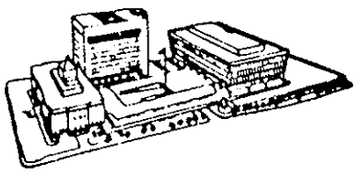
present Trustees of San Luis Hills, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees of San Luis Hills subdivision.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

Notary Public

NICK S. LARSON
NOTARY PUBLIC STATE OF MISSOURI
ST LOUIS COUNTY
MY COMMISSION EXP JUNE 26,1994

My term expires:



DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver
Director of Revenue

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO(SHOWN ON THE 1st PAGE OF INSTRUMENT, AND ALSO AT THE FOOT OF THIS PAGE.

[illegible]

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

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

Daniel T. O'Leary
Recorder of Deeds
St. Louis County, Missouri

By _____
Deputy Recorder

SEAL OF THE RECORDER OF DEEDS FOR ST. LOUIS COUNTY MO

BOOK 9346 PAGE 2424

_____ N. P.
_____ N. P. C.
_____ N. N. C.
_____ N. N. I.

END OF DOCUMENT
Do Not Remove This Page

POSTAGE $_____

RECORDING FEES

DOCUMENT $ 30.00
STATE USER $ 4.00
FAHF FUND $ 3.00

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.
[illegible]