

21.00

This agreement, made and entered into this 2nd day of August, 1979, by and between Joseph C. Humes, an unmarried man; Jerry and Pamela Phillips, husband and wife; David and Patricia Wick, husband and wife; Art and Ann Austermann, husband and wife; Gerald and Elizabeth Harvath, husband and wife; and Alan and Marilyn Friermuth, husband and wife; hereinafter called "Owners", and party of the first part; and Joseph C. Humes, David Wick, and Gerald Harvath, as individuals, hereinafter called "Trustees, parties of the second part;

Witnesseth:

Whereas each of those named above as parties of the first part own certain parcels of land which, when joined, form a tract of land approximately 67.35 acres in size and located in St. Louis County, Missouri, more particularly described in Exhibit "A" attached hereto; and

Whereas it is the purpose and intent of this agreement to provide for the maintenance of private roadway easements established by instruments recorded in Plat Book 180, page 14, of the St. Louis County records and to provide certain restrictions governing the property covered by this agreement; and

Whereas the reservations, limitations, and conditions herein contained are hereinafter termed covenants and are jointly and severally for the benefit of the persons who may purchase, hold, or own from time to time the respective properties covered by this instrument;

NOW THEREFORE, on their own behalf and on behalf of their heirs, successors and assigns, and for and on behalf of all persons who may hereafter derive title to or otherwise hold any parcel of land hereunder, the parties agree as follows:

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PROTECTIVE COVENANTS

Wm E. F. ...

1. LAND USE AND DWELLING SIZE. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, a private garage for not more than three (3) cars, and a private horse stable. No one (1) story residence shall have less than 1850 square feet of living space, exclusive of basement and garage where Joseph C. Humes is acting as prime contractor. No one (1) story residence shall have less than 2,000 square feet of living space, exclusive of basement and garage where Joseph C. Humes is not acting as prime contractor. No one-and-one-half (1-1/2) or two (2) story residence shall have less than 2,200 square feet of living space, exclusive of basement and garage.

2. ARCHITECTURAL CONTROL. No building of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure, have been approved by Joseph C. Humes, as prime contractor, or at which time Mr. Humes is no longer the prime contractor, by the Trustees as to the quality of workmanship and materials, harmony of external design with existing structures and landscaping, and as to location with respect to topography and finish grade elevations. Approval must be in writing by the Trustees where Joseph C. Humes is not prime contractor. When plans, specifications, and plot plans have been approved, they must be strictly followed and adhered to and

no building or structure may be changed or altered without approval of such alteration by the Trustees.

3. **BUILDING LOCATION, LOT AREA AND WIDTH.** All above-mentioned shall conform to the St. Louis County Code Requirements as stated as of January 1, 1979.

4. **BUILDER'S DEPOSIT.** Where Joseph C. Humes is not acting as primary building contractor, no construction is to begin on any building until the Builder/Owner has made a deposit of Three Hundred Dollars (\$300.00) with the Trustees to insure removal from the site and adjacent lots of any and all debris and the repair of any damage to the subdivision improvements that may have developed during construction.

5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. If additional easements for the above purposes are required within the fifty (50) foot road right-of-way the Trustees are hereby given the power to grant them and holders of the underlying fee title hereby grant the Trustees the right to grant said easements in their behalf.

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

7. **MAINTENANCE OF PROPERTY.** Lot owners are obligated to care for their property and to keep it free from unsightly accumulations of weed, debris and other waste matter. Stables and paddocks must be kept clean. Failure to comply with this provision shall constitute a nuisance within the meaning of this Agreement. The Trustees are hereby empowered to clean up the waste and debris, cut the weeds or grass and to trim, cut back, remove, replace, maintain trees, shrubbery, and flowers on vacant or neglected lots in the subdivision. The owners of said property may be charged with reasonable expenses incurred. The Trustees or officers, agents or employees shall not be deemed guilty or liable for any trespass in any action taken pursuant to the powers herein granted.

8. **SIGNS.** No sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) feet square advertising the property for sale, without Trustee approval. No signs other than the entry sign, street name and traffic signs are to be displayed in the road right-of-way. This provision does not apply to Joseph C. Humes' signs while property is being developed and sold by it.

9. **ANIMALS.** Horses may be kept on all lots. Stables and their locations must meet St. Louis County Government requirements. Horses may not be kept on lots until owners have built homes on the site and are occupying them. Horses kept on the property must be the property of the lot owners. No other animals other than a reasonable number of household pets may be kept by an lot owner. The Trustees shall have the right and authority to establish what is a reasonable number of pets. Animals shall not be permitted on any lots other than lots of the owners of the animals without the permission of the respective lot owners.

10. **FENCES.** No fence shall be erected, placed or altered on any lot unless approved by the Trustees. Approval shall be as provided in the section on Architectural Control.

11. **TELEVISION, RADIO, AND CITIZENS' BAND RADIO AERIALS.**
No television, radio, or citizens' band radio aerial may be erected

which projects more than eight (8) feet above the ridge line of the house without written permission from the Trustees.

12. VEHICLES AND TEMPORARY STRUCTURES. No vehicles, campers, trailers, or structures of temporary character including, without limitation, campers, mobile homes, trucks, trailers, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall the same be permitted to be stored on any lots except in an area screened by adequate landscaping or walls from all visibility from roads and adjacent lots. No vehicle other than a passenger car, pick up truck or van, shall be permitted to be parked on private roads at any time or regularly in yards or driveways of any lots except in an area screened by adequate landscaping or walls from all visibility from roads and adjacent lots. No vehicle will be allowed to park on roads for prolonged periods.

13. ROADS. The roads in Bridlespur Estates are private and are to be privately maintained by the lot owners through the Trustees. Grantor (Joseph C. Humes) hereby establishes all roadways shown on any plat of Bridlespur Estates as private roads for the use and benefit of all lot owners in Bridlespur Estates, their successors and assigns. The Trustees have the power to maintain and repair said roadways and to regulate the use thereof.

The Trustees and their successors shall have power and authority to dedicate to public use any or all of the roadways shown on the plat of Bridlespur Estates, provided that a two-thirds (2/3) majority of the lot owners authorized such dedication and that the public authority accepting the dedication agrees to maintain the roads without charge to the lot owners other than normal street and highway taxes levied on all other owners of real estate within said public authority's jurisdiction.

No easements for utilities or road purposes running from the private roads of Bridlespur Estates to serve any property lying outside of Bridlespur Estates may be granted without permission of the Trustees.

14. UTILITY SERVICE. Lot owners are responsible for added costs of any non-standard utility facilities or construction required for lot owner's service facilities.

15. SEWAGE DISPOSAL. All sanitation facilities, baths, sinks, and land drains on each lot shall be connected to a disposal system which meets the requirements of the Missouri Clean Water Commission ordinances of St. Louis County and the subdivision Trustees. No septic tanks or cess pools are permitted. Sewage disposal must be by an approved single-family aerobic conversion system or a system of equal quality. The effluent is to be disposed of through an evaporative field designed to accommodate the special soil, topographical, and other conditions of the lot. If the Trustees feel they need professional guidance before approving individual sewage system plans, they are authorized to engage a licensed engineer and collect up to Fifty Dollars (\$50.00) from the lot owner to cover the cost of this service. If the Trustees so desire, they may set up a program of annual inspection of each installation to insure that proper maintenance and repair standards are being met. The charge for this inspection is to be paid from the annual subdivision assessment.

16. WATER. Public utility water service is not presently available to Bridlespur Estates. Water shall be obtained by deep wells drilled at the expense of the individual lot owners. Such well drilling and water service shall meet the requirements of any government municipalities having jurisdiction thereof.

17. LANDSCAPING. Lot owners are certainly encouraged to beautify their individual sites by landscaping; however, removal of any living trees and shrubbery is highly discouraged in order to maintain the natural wildlife and scenic beauty of the area.

THE TRUSTEES

18. ORIGINAL TRUSTEES AND THEIR SUCCESSORS. The initial Trustees shall be Joseph C. Humes, David Wick, and Gerald Harvath, designated herein as the parties of the second part, who, by their signatures to this document, do hereby consent to serve in such capacity. Upon the death, refusal to act, or incapacity of any one of them, the remaining Trustees or Trustee shall appoint a successor or successors, who shall continue the term of the original Trustee whom he succeeds.

The Trustees named above shall serve as such until ten (10) of the lots in Bridlespur Estates have been sold and conveyed. At that time, one-third (1/3) of the Trustees shall be chosen by purchasers of the developed lots in said subdivision; when seventeen (17) of said lots have been sold and conveyed, two-thirds (2/3) of the Trustees shall be chosen by purchasers of developed lots and when all lots in said subdivision have been sold, all Trustees shall be chosen by purchasers of developed lots.

The owners of the lots in the above described property shall cause an election to be held to fill the vacancies caused by the expiration of the terms of office of the original Trustees and the newly elected Trustees shall hold their offices for staggered terms of Three (3) years, the original terms of the successor Trustees to be established so that the terms of such original successor Trustees shall terminate one (1) each year, so that annually thereafter lot owners shall elect one (1) Trustee to a term of three (3) years. Thereafter the office of Trustees, on becoming vacant for any reason whatsoever, shall be filled by election of the lot owners within the subdivision. Notice of the meeting for the holding of any such election shall be mailed first class to the last known mailing address of each lot owner at least seven (7) days prior to any such meeting. The owners of said property shall be entitled to one (1) vote for each lot owned by him, her, it or them, and the person or persons receiving a majority of the votes cast shall be declared elected. Voting shall be by secret ballot should any property owner present at the meeting object to a voice vote.

Where the provisions of this trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council may upon the petition of any concerned property owner of the subdivision, appoint one (1) or more Trustees to fill vacancies until such time as Trustees are elected in accordance with this Agreement. Any person so appointed who is not a resident or property owner within the subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment

against the property in the subdivision, and which assessment shall not be subject to any limitations on special assessments contained herein.

19. TRUSTEES' DUTIES AND POWERS. The Trustees and their successors shall be invested with the following rights, duties, and powers:

- (a) The right to exercise control over the roadway easements for the purpose of maintaining, repairing, and rebuilding and insuring the proper use of the roadway easement;
- (b) The right to enforce the provisions of this agreement and rules and regulations promulgated by the Trustees for the purposes herein provided. This power of the Trustees is discretionary and not mandatory and does not restrict the rights of any lot owner to proceed in his behalf;
- (c) In exercising the rights, powers, and duties granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, the right to enter into contracts from time to time, the right to employ agents and labor as they deem necessary or advisable, and the right to defend suits brought against them individually or collectively in their capacities as Trustees;
- (d) The right to call annual meetings of all lot owners subject to this Agreement, to be held at a time and place suitable to a majority of the lot owners. Notice of this meeting must be mailed to lot owners at least ten (10) days prior to the meeting.

20. LIABILITY OF TRUSTEES. The Trustees shall not be personally liable for any act taken by them in good faith and shall only be held accountable for their willful misconduct. Each of the Trustees and their successors duly elected or appointed hereby accepts the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful acts or willful default and not for those of the other or others. Trustees shall not be required to expend money for maintenance of streets, lighting, landscaping, recreational facilities, or any other improvements, in excess of the assessments and shall expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary.

21. TRUSTEES NOT TO BE COMPENSATED. Trustees and successor Trustees, other than Trustees appointed by the St. Louis County Council under Paragraph 18 hereinabove, shall not be entitled to any compensation for services performed under this agreement.

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

23. MAJORITY OF TRUSTEES TO ACT. All trusts created by this Agreement shall vest in and inure to the benefit of and may be fully exercised by the majority of the Trustees, provided that any successor chosen or appointed to fill a vacancy as provided in this Agreement shall from and after the date of his or her acceptance of the position of Trustee

be included in determining the number which will constitute a majority of the Trustees.

24. RESIGNATION OF ANY TRUSTEE(S). Any Trustee may at any time resign as such Trustee by instrument in writing signed and acknowledged by him and filed for record in the Recorder's Office of St. Louis County. Thereupon his successor shall be elected as herein provided.

25. TERM. 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 Thirty (30) years from date. These covenants will be automatically extended for successive periods of Ten (10) years unless cancelled by instrument duly recorded by a majority of the owners of the lots after the original Thirty (30) year period.

26. AMENDMENTS. This Indenture and any part thereof may be altered, amended, extended or changed by a written agreement signed by not less than seventy-five (75) per cent of the then recorded owners of fee simple title to all lots in the tract, any such written and signed alterations, amendments, extensions, or changes shall, when duly certified and acknowledged by the Trustees and recorded in the office of the Recorder of Deeds for St. Louis County, Missouri, become a part of the provisions and covenants of this Indenture.

ASSESSMENTS

27. THE ANNUAL UNIFORM ASSESSMENT. The Trustees will establish an annual uniform assessment, the maximum being One Hundred Fifty Dollars (\$150.00), for Lots Two through Sixteen (2 - 16) for the purpose of repair, rebuilding, or maintaining interior roadway easements. If Trustees consider such an assessment necessary, they shall submit in writing to the owners of lots 2 - 16 for their approval, an outline of the project contemplated and the estimated amount required. If such project and assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided for election of Trustees by a two-thirds (2/3) majority vote of those present or by proxy, or on written consent of the owners of one-half (1/2) or more of the lots, the assessment shall be deemed passed. Road maintenance and improvements requiring more than the annual maximum assessment of One Hundred Fifty Dollars (\$150.00) requires the approval of three-fourths (3/4) majority.

28. SPECIAL ANNUAL ASSESSMENT. The Trustees may levy against all lots a special annual assessment, not to exceed One Hundred Fifty Dollars (\$150.00), for carrying out any and all general Trustee duties and powers heretofore described, not including interior road maintenance.

29. ASSESSMENT NOTICE, COLLECTION AND ACCOUNT. All assessments, either Uniform or Special, shall be made subject to the following procedures:

(a) Notice of all assessments shall be given by mail addressed to the last known or usual post office address of the record owner or owners of the lots and deposited in the United States Mail with postage pre-paid.

(b) Every such assessment shall become due and payable within thirty (30) days after notice is given as herein provided. From and after the date when such payment is due, it shall bear interest at the rate of

eight percent (8%) per annum until paid, and such assessments and interest thereon shall constitute a lien upon said lot and said lien shall continue in full force and effect until fully paid. The Trustees may execute and acknowledge an instrument reciting the assessment with respect to any one or more lots and, if such assessment is not paid when due, may cause the instrument to be recorded in the office of the Recorder of Deeds of St. Louis County, Missouri. When such assessment is paid, the Trustees shall, if the lien or assessment has been recorded, promptly acknowledge and file with the Recorder's Office a release of the assessment.

(c) The Trustees shall deposit the funds coming into their hands as Trustees in a bank, the accounts of which are insured by the Federal Deposit Insurance Corporation. The Trustees shall designate one of their number as Treasurer and the Treasurer shall distribute an annual report to all lot owners present at the annual meeting detailing the status of funds collected and the expenditures made.

(d) 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 stated.

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

(f) Uniform Annual Assessments shall begin on the date the Trustees of this agreement mail a letter to all lot owners as above stated, notifying them that assessments are to begin.

(g) Special Annual Assessments can begin any time after the first Uniform Annual Assessment has been collected.

GENERAL PROVISIONS

30. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violations or to recover damages. Proceedings shall be instituted by the Trustees or lot owners. The subdivision Trustees shall be entitled to recover from violating lot owners, legal fees, costs, and expenses incurred in the enforcement of this Agreement against such violating lot owners.

31. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

32. SUCCESSORS. This Agreement shall be binding upon Joseph C. Humes, his successors and assigns, as owners of lots in Bridlespur Estates.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 2nd day of August, 1979.

PARTIES OF THE FIRST PART:

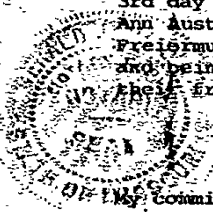
JOSEPH C. HUMES Joseph C. Humes
 GERALD J. HARVATH Gerald J. Harvath
 ELIZABETH A. HARVATH Elizabeth A. Harvath
 ARTHUR J. AUSTERMANN Arthur J. Austermann
 ANN AUSTERMANN Ann Austermann
 JERRY R. PHILLIPS Jerry R. Phillips
 PAMELA D. PHILLIPS Pamela D. Phillips
 DAVID WICK David Wick
 PAT WICK Pat Wick
 ALAN FREIERMUTH Alan Freiermuth
 MARILYN FREIERMUTH Marilyn Freiermuth

PARTIES OF THE SECOND PART:

JOSEPH C. HUMES Joseph C. Humes
 GERALD J. HARVATH Gerald J. Harvath
 DAVID WICK David Wick

State of Missouri)
County of Franklin) ss.

Before me, a Notary Public in and for the County and State aforesaid, on the 3rd day of August, 1979, personally appeared Joseph C. Humes, Arthur Austermann, Ann Austermann, Jerry Phillips, Pamela D. Phillips, David Wick, Pat Wick, Alan Freiermuth, and Marilyn Freiermuth, and being first duly sworn upon their oaths and being of legal age, stated that they signed the foregoing instrument as their free act and deed

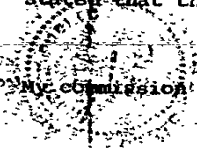


Gerald J. Harvath
Notary Public (Franklin County)
GERALD J. HARVATH

My commission expires: April 11, 1983

State of Missouri)
County of Franklin) ss.

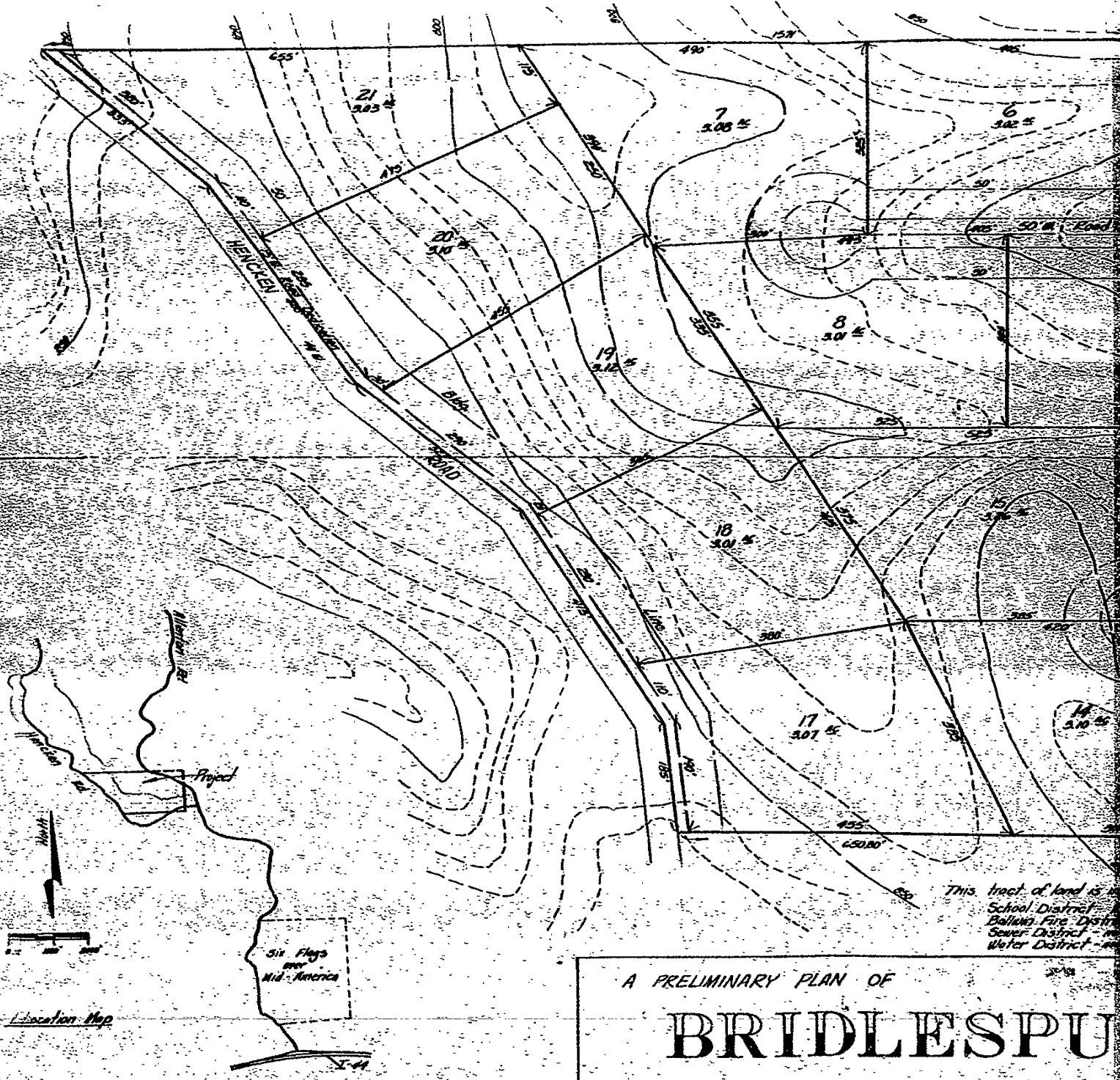
Before me, a Notary Public in and for the County and State aforesaid, on the 3rd day of August, 1979, personally appeared Gerald J. Harvath and Elizabeth A. Harvath, who being first duly sworn upon their oaths and being of legal age, stated that they signed the foregoing instrument as their free act and deed.



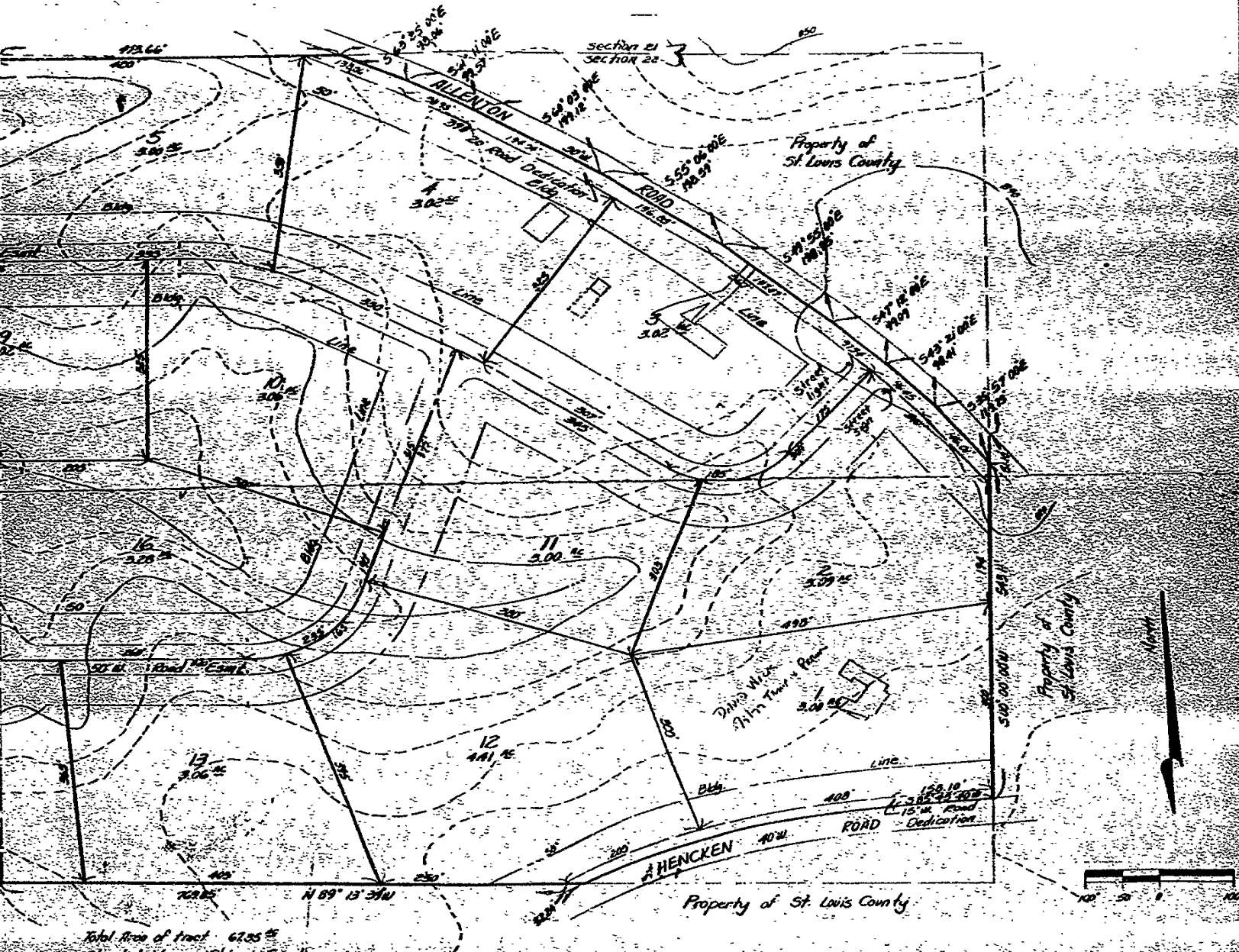
Zolene H. Lupton
Notary Public (Franklin County)
Zolene H. Lupton

My commission expires: 2-5-83

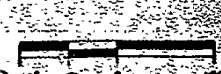
EXHIBIT



"A"



Total Area of Tract 67.85 ±
Street Lights per St. Louis County



RESTATES

A TRACT OF LAND IN SECTION 28
T44N - R3E

Prepared For:
 Taylor Hill Construction Company Inc
 2312 Village Park Court
 St. Louis, Missouri 63043
 and
 Joseph Humes
 Allenton Road P.O. Box 168
 Pacific, Missouri 63069

Prepared By:
 Volk Engineering and Surveying Inc.
 1567 North Warsaw Rd.
 St. Louis, Missouri 63132
 Phone: 426-6212

END OF DOCUMENT E-75-048