

INDENTURE OF RESTRICTIONS

This Indenture made and entered into this fifteenth day of June, 1959 by and between Sarah Recht, hereinafter referred to as owner and party of the first part, and Henry Burton, Benjamin Recht, Ben Recht, hereinafter referred to as Trustees.

WITNESSETH that:

WHEREAS the owner and party of the first part is now the owner of the following described tract of land in St. Louis County:

St. Catherine La Boure #2 a subdivision recorded in Plat Book 86 page 10 of the St. Louis County Recorder's Office.

Whereas, it is the purpose of the party of the first part and of the trustees of said St. Catherine La Boure #2 that said subdivision shall be and remain a residence section of the highest class; and

Whereas, there has been established underground sewers, light and telephone wires, water pipes, gas pipes, easements and other facilities and public utilities for said subdivision and;

Whereas, all reservations, limitations, conditions, easements and covenants, any and all of which are hereafter termed "restrictions", are made jointly and 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;

Now, Therefore, in consideration of the premises and of the sums of One Dollar each to the other paid, receipts of which are hereby acknowledged; and in view of other valuable considerations moving to each party hereto from the other party hereto: both parties hereto respectively do hereby create, impose and place on the above described parcel of land the following "Restrictions":

The above trustees are to serve continuously until 100% of the lots in the subdivision have been sold to new owners, at which time an election is to be held to elect new trustees for terms as provided in these restrictions.

In exercising the rights, powers and privileges granted to them, the trustees may from time to time employ agents, servants and laborers as they may deem necessary and may employ counsel and institute and prosecute such suits as they deem necessary or advisable and defend such suits brought against them or either of them in the character as trustees. Trustees are hereby authorized and instructed to carry liability insurance. Trustees are hereby empowered to do landscaping and install improvements as they see fit, within the limit of funds assessable as herein provided. Majority of 2 to 1 vote by trustees and not unanimous action shall suffice for trustee action in their capacity.

In order to provide the means necessary to perform the duties and avail themselves of and exercise the rights and powers aforesaid, the trustees are hereby empowered to collect during each year, from and after the date of this agreement, from the owners of the lots embraced in said subdivision, a sum of money sufficient for all general purposes provided that the total amount required in any one year shall not exceed the sum of Twenty-five and no/100 (\$25.00) Dollars per lot and each lot in the subdivision shall be assessed in the same amount as every other lot in the subdivision.

After 100% of the lots in the subdivision have been sold to new owners an election shall be held. Each Trustee elected shall serve for a period of three (3) years and until his successor shall have been duly elected and qualified. On the Third day of January each year, or if that day be on Sunday or a holiday, then on the following day, the owners of the lots of said subdivision shall meet at a convenient place in the City of St. Louis or the County of St. Louis, pursuant to ten days written notice given by the Trustees of the time and place of such meeting and at such meeting such of the owners as attend the meeting shall select a Chairman and proceed by

vote to elect Trustees for the ensuing year, the owner or owners of said lots being entitled to one vote for each lot owned, which vote may be cast in person or by proxy. The three persons receiving the highest number of votes shall be deemed elected Trustees for the ensuing year and shall upon their acceptance in writing, at once and by the force of this indenture become Trustees hereunder. Should any Trustee or Trustees during his or their term of office, die or cease to be an owner of a lot in said Subdivision, or cease to reside in either the City of St. Louis or the County of St. Louis, or declines to act or becomes incompetent to discharge the duties or

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exercise the powers hereby granted, or bestowed on him or them as a Trustee, then it shall be the duty of the survivor or remaining Trustees immediately to call a meeting of the owners of the lots in said subdivision to be held at a convenient place in the City of St. Louis or the County of St. Louis, first giving ten days written notice of the time and place of such meeting. Such meeting shall be conducted in the same manner as the annual meeting for the election of Trustees and the person, or persons, as the case may be, receiving the highest number of votes shall be deemed elected for the unexpired term of the Trustee whom he succeeds. If said remaining or surviving Trustees fail to call said meeting within a reasonable time any five (5) lot owners may call said meeting.

The Trustees shall have the right to cut, remove and carry away from all vacant lots in said Subdivision and properly dispose of all weeds and unsightly grasses and other growth, as well as rubbish, filth and accumulations of debris and other things tending to create unsightliness or untidiness. This may be done at the expense of the individual lot owner on whose premises such expense is incurred, by special assessment against him.

All lots in the tract shall be known and described as residential lots, and no structure shall be erected on any lot other than a one detached, single family dwelling, not to exceed one and one-half stories in height, and a one, two or three car garage or carports. Each building shall be restricted to use as a private residence only, and shall be occupied by not more than one family each.

No business structure shall be erected upon any lot in said subdivision, nor shall any residence or building on any residence lot be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence.

No lot owner shall use or permit a house on any residence lot to be used as a flat, apartment or boarding house.

No live stock other than dogs or cats shall be kept on any lot.

No trade or profession shall be carried on or conducted on any lot or building erected thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood as construed by the courts of the State of Missouri as an annoyance or a nuisance, nor shall any weeds be permitted to grow on any lot to a height greater than twelve (12) inches.

No trailer, basement, tent, shack, garage, barn or other out building shall at any time be used as a residence temporarily or permanently on any lot; nor shall any residence of a temporary character be permitted.

No tight board fence shall be erected on any of the lots of said subdivision, but all partition fences, other than those of hedge or shrubbery, shall be constructed of wire or wood with opening aggregating fifty per cent (50%). Such fences shall not extend in front of the building lines on any lot in this subdivision or be more than four feet (4') in height.

All buildings erected in said tract of land shall conform to local building codes, zoning regulations in force, and good building practice, and be in keeping with the surroundings and improvements.

No lot shall be resubdivided.

No residence of less than 1300 square feet of living area shall be built on any lot.

All plans and specifications for the erection of a home on any lot in this subdivision must be submitted to the trustees for their approval before any construction permits are obtained.

All of the lots and parcels of ground in said subdivision are hereby subject to all the conditions, restrictions and limitations herein set out, directing and limiting the use and occupation of said lots and every part thereof, and said conditions, restrictions and limitations shall operate as covenants running with the land whomsoever hands it, or any part of it, shall come, and shall be enforceable by any person or persons now or hereafter owning any lots or part or parts of lots in the aforesaid subdivision in behalf and for the benefit of either themselves or the said owner or owners, or for any or either of them; and it shall be lawful for any person or persons now or hereafter owning any lots or part or parts of lots or any interest therein to prosecute any proceeding or proceedings at law or in equity, by injunction or otherwise, against any person or persons infringing or attempting to infringe, or omitting to perform, or to keep, observe or abide, by the provision for the purpose of preventing them from so doing or collecting damages for such infringement or omission or both.

These conditions, restrictions and limitations are to be construed independent and not inter-dependent, and in the event than any of them shall be declared void or for any reason unenforceable, the validity and binding effect of the other conditions, restrictions and limitations shall not be thereby impaired or affected. Laches, waiver, estoppel or failure to enforce, and the breach of, any condition restriction or limitation shall not be a waiver of any subsequent breach of the conditions, restrictions and limitations herein set forth.

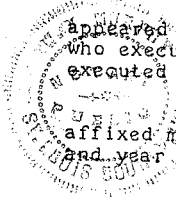
These covenants and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1979. From and after said date said covenants and restrictions shall automatically continue unless and until terminated by the written consent of the then owners of two-thirds (2/3) of the lots in said subdivision on the bases of one vote per platted lot, executed, acknowledged and recorded in the manner and form provided by law for execution of instruments affecting real estate.

Lot 21 of St. Catherine La Boure #2 has been reserved by the owner Sarah Recht, her heirs and assigns for a disposal and treatment plant for sanitary sewer purposes and said Sarah Recht and trustees agree and covenant that said Lot 21 shall be kept, maintained and taxes paid out of trustees funds for the purpose until such time as a sanitary sewer is constructed in this area for the use of said subdivision. After subdivision sewers are connected to a district sanitary sewer, the above reservation is null and void and the above mentioned lot may be used for the erection of a home or for resale.

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

Sarah Recht

On this 15th day of June, 1959, before me personally appeared Sarah Recht to me known to be her person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



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.

[Signature]
Notary Public

My term expires

Dec. 25, 1961

Filed for Record Jul 15 1959 at 1:30 P.M.

John L. Koob Recorder

In re: Walter Archer Renaud and
Juanita Loraine Renaud, his wife
TRUSTEES SALE

Default having been made in the payment of several payments on a certain note described in and secured by deed of trust executed by Walter Archer Renaud and Juanita Loraine Renaud, his wife, dated Feb. 1, 1958, and recorded in book 3878, page 439, in the office of the Recorder of Deeds for the County of St. Louis, State of Missouri, and whereas the undersigned Trustee, at the request of the legal holder of said note, will on Monday, the 13th day of July, 1959, between the hours of 9 o'clock a.m. and 5 o'clock p.m., at the north front door of the St. Louis County Courthouse in the City of Clayton, in the said County of St. Louis, Missouri, sell at public vendue to the highest bidder for cash, the following real estate described in said deed of trust and situated in the County of St. Louis, State of Missouri, to-wit: Lot 18 of Block No. 2 of BROWNLEIGH, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 41, page 45, of the St. Louis County records, together with all improvements thereon, known as and numbered 5365 Stoneham Drive, Berkeley City, Missouri, subject to easements, conditions and restrictions, and first deed of trust now of record; for the purpose of satisfying said indebtedness and the cost of executing this trust.

R. F. PETERS, Trustee

Clayton, Mo., June 19, 1959. 52-3
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