

RESTRICTIONS IN "RUNNYMEDE" PLAT NO. 1 SUBDIVISION  
CREVE COEUR, ST. LOUIS COUNTY  
MISSOURI

St. Louis County, Missouri  
January 15, 1965

WHEREAS, TRI-CO., INC., a corporation duly organized and existing according to the law of the State of Missouri, is the owner of the following described tract of land located in the town of Creve Coeur, St. Louis County, Missouri, to-wit:

WHEREAS, TRI-CO., INC., a corporation duly organized and existing according

to the law of the State of Missouri, is the owner of the following described tract of land located in the town of Creve Coeur, St. Louis County, Missouri, to-wit:

in the town of Creve Coeur, St. Louis County, Missouri, to-wit:

Being Lots 1 through 30, both inclusive, of "Runnymede" Plat No. 1, a Subdivision in the town of Creve Coeur, in the County of St. Louis, Missouri, according to plat hereof recorded in the St. Louis County Recorder's Office, Daily No. 100, on the 5<sup>th</sup> day of FEBRUARY, 1965; and

Being Lots 1 through 30, both inclusive, of Rohnymede Plat No. 1, Subdivision in the town of Creve Coeur. In the County of St. Louis,

subdivision in the town of Gravois, in the County of St. Louis, Missouri, according to plat hereof recorded in the St. Louis County

Recorder's Office, Daily No. 100, on the 5<sup>th</sup> day of FEBRUARY, 1965;

and

WHEREAS, the said TRI-CO., INC., has caused said tract of land to be platted as a subdivision under the name of "Runnymede" Plat No. 1; and

a subdivision under the name of "Runnymede" Plat No. 1; and

WHEREAS, the said TRI-CO., INC., desires to impose conditions and restrictions upon said property for the mutual advantage of all present and future lot owners therein; and

WHEREAS, it is the desire and intention of the undersigned to maintain the above described property as a desirable place of residence; to maintain the values of said property by restricting the use of each of the lots as single family dwellings, as hereinafter defined, and in general, to provide for the proper care and use of said property.

WHEREAS, it is the desire and intention of the undersigned to maintain the above described property as a desirable place of residence; to maintain the values of said property by restricting the use of each of the lots as single family dwellings, as hereinafter defined, and in general, to provide for the proper care and use of said property.

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general, to provide for the proper care and use of said property.

general, to provide for the proper care and use of said property.

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, and in consideration of the premises, the undersigned agrees by this instrument to bind itself, its successors and assigns with the following restrictions which shall be, and by this indenture are placed on all of the above mentioned property as follows, to wit:

and in consideration of the premises, the undersigned agrees by this instrument to bind itself,

its successors and assigns with the following restrictions which shall be, and by this indenture are placed on all of the above mentioned property as follows, to wit:

are placed on all of the above mentioned property as follows, to wit:

1. Fully Protected Residential Area: The terms and provisions of these restrictions shall apply in their entirety to all the lots in "Runnymede" Plat No. 1.
2. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling house and such other accessory buildings as are hereinafter provided for.
3. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has

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State of Missouri } ss  
County of St. Louis }  
FILED FOR RECORD

County Of St. Louis )  
FILED FOR RECORD

FEB 5 1965

FEB 5 1965  
At 11:30 O'clock  
John L. Cook  
Recorder of Deeds

At 11:30 O'clock

*John L. Cook*  
Recorder of Deeds

Recorder of Deeds

been approved by the Board of Trustees hereinafter named as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. The square feet of the main structure, exclusive of one story open porches and garages, erected or constructed on one (1) acre lots shall not be less than 1,800 square feet for residences of 1 story and not less than 1,150 square feet on the first floor in the case of 1 and 1/2 and 2 story residences. The square feet of the main structure, exclusive of one story open porches and garages, erected or constructed on one-half (1/2) acre and three-fourths (3/4) acre lots, shall not be less than 1,600 square feet for residences of 1 story and not less than 900 square feet on the first floor in the case of a 1 and 1/2 and 2 story residences. All figures cited above shall be living area and not include garages, porches, breezeways, patios, or basements. At least 20% (per cent) of the total exterior wall or surface area shall be brick or stone.

4. Building Location: No building shall be located on any residential lot nearer to the front lot line or nearer to the side street line than the building lines shown on the recorded plat. No building shall be erected nearer than 12 feet to any side of any lot as platted, and where an owner has more than one lot as platted and less than two lots as platted, then the line dividing the ownership shall be considered as the side line, except that no side yard shall be required for a garage or permitted accessory located 25 feet or more from the main building set back line. For the purpose of this restriction, eaves, steps and open porches shall not be considered as a part of the building provided, however, that none of these, or any other part of the building or construction except a permitted fence, shall be allowed nearer than 1 foot to the side property line.

5. Resubdivision: No lot or lots shall be resubdivided in any way except with express permission of the Board of Trustees.

6. Easements: Easements presently shown on the aforesaid recorded plat which are for the installation and maintenance of utility, sanitary and storm sewers are reserved and shall remain in effect on the said recorded plat.

7. Nuisances: No noxious or offensive activity or trade, or profession 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. Nor shall any person fail to keep his property in a neat, clean condition. Any accumulation of trash or failure to cut grass or pull weeds shall at the discretion

See Selection of Trustees filed 4-dec-1975 Book 5593 Page 1173  
 " " " " " 3-23-77 Book 6429 Page 1801  
 " " " " " 3-23-77 " " 6539 " " 1803

See Selection of Trustees filed 12 June 1975 Book 6796 Page 846

of the Trustees be deemed to constitute a nuisance and cause for prosecution.

8. Temporary Structures, Accessory Buildings: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently, except that Tri-Co., Inc., shall have the right to construct and use any of the aforesaid types of structures in connection with the construction, erection and sale of residences until such time as all the said lots have been improved and sold. Garage or carport must be attached to the principal structure and shall not be larger than the size customarily required for accommodation of three (3) cars; provided, however, that all carports shall be entered from the rear or the side of said lot.

9. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property "For Sale" or "For Rent" or general signs permitted under the ordinances of the town of Creve Coeur to be used by the builder to advertise the property during the construction and sales period. No other signs of any kind or size which solicit trade shall be allowed.

10. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs and two (2) cats may be kept on any lot provided that they are not kept, bred or maintained for any commercial purpose. No poultry or fowl of any kind shall be raised, bred or kept on any lot.

11. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers with covers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Fences: No fences shall be erected on the front or side of any lot without prior written approval of the Board of Trustees. In the event that any fence erected with the written approval of the Board of Trustees is permitted to deteriorate and fall into disrepair, the Trustees may, in their discretion, repair or restore such fence and charge the cost of same to the then owner of such lot.

13. Board of Trustees "Runnymede" Plat No. 1 Subdivision: The undersigned owners of all the lots in "Runnymede" Plat No. 1 Subdivision hereby name, constitute and appoint

Marvin Gelber  
Harvey B. Roufa  
Arthur L. Roufa

as members of the Board of Trustees, who have the following rights and authority, to wit:

Recorded & indexed 9/19/77 Book 7008 Page 1766

- A. To consider, approve or reject any and all plans and specifications for any and all buildings and structures, including fences, proposed for erection on said lots and improvements or additions. Such approval or rejection shall be in writing and given within thirty (30) days following submission of plans and specifications to the Board of Trustees.
- B. To commence and maintain in their own name as Trustees any suit, at law or in equity, to prevent infringement of or require compliance with these covenants or to collect any dues, assessments or damages arising out of the obligations imposed by these covenants, and to employ counsel to aid in the performance of the powers herein granted. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf where such right exists.
- C. 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 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 of or liable for any manner of trespass for any such injury, abatement, removal or planting.
- D. To construct, reconstruct, maintain and repair streets, curbs, roadways, entrance ways, parks, parkways, playgrounds, common property, easements of all kinds, storm water sewers and drainage facilities situated in the aforesaid subdivision, to improve, beautify and maintain the same, and to pay for the same through assessments as hereinafter provided for.
- E. To regulate the use of, to light, police and clean streets, curbs, roadways, entrance ways, parks, parkways, playgrounds, common property, easements of all kinds, storm water sewers and drainage facilities situated in the aforesaid subdivision as they see fit to do, and to do and perform any and all such other things and services in connection therewith.
- F. Publicly to dedicate the private streets, parks, playgrounds, common property and easement rights of any portion or portions thereof whenever the majority of

the property owners in said subdivision shall consent thereto in writing and whenever such dedications would be accepted by a proper public agency.

- G. To provide fire and police protection, and to collect and remove garbage and rubbish from all lots in said subdivision if the majority of the lot owners in said subdivision desire that the said Trustees perform such services for them.
- H. To prescribe and enforce other and additional reasonable rules and regulations with regard to the use of said "Runnymede" Plat No. 1 Subdivision, and otherwise provide for the public health, safety, welfare, and morals of the property owners and residents of said subdivision.
- I. To exercise the rights, powers and privileges granted to them and in discharging the duties imposed, to employ such labor or professional services as may in their discretion be deemed necessary, and in connection therewith, to enter into and assume contracts for such purposes; provided, however, that said Trustees shall not enter into any contract or commitment of any kind for an amount in excess of Two Thousand Dollars (\$2,000.00) without first obtaining the consent of a majority of the lot owners at a regular or special meeting of said lot owners.
- J. The Trustees shall receive no compensation for their services as such Trustees.
- K. 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.
- L. Each of the said Trustees and their successors, duly elected or appointed, accepts the trusts upon condition that the Trustees shall only be required to exercise ordinary care and to use their best judgment in carrying out any and all of their duties herein prescribed, and in determining whether any plans and specifications submitted provide for the construction of residences already constructed in said subdivision; and thereupon the further condition that no Trustee hereunder shall ever be held personally liable for injury to person or persons or property by reason of any act or acts of commission or omission by such Trustee, respectively or collectively.

M. The aforementioned three (3) Trustees' terms are to begin with the date of filing of these restrictions, etc., for record and to continue until such time as all lots in "Runnymede" Plat No.1 Subdivision, "Runnymede" Plat No.2 Subdivision, "Runnymede" Plat No.3 Subdivision and "Runnymede" Plat No.4 Subdivision have been sold of record by TRI-CO., INC., their successors or assigns, at which time an election will be held and three (3) successor Trustees shall be elected by a majority of the lot owners and their terms of office shall be as follows: The Candidate receiving the highest number of votes shall serve for a term of three (3) years, the next highest a term of two (2) years, and the next highest, a term of one (1) year, and their successors shall be elected in the following manner, whenever the terms of office of a Trustee shall expire or should any Trustee refuse to act or become incapacitated to perform his or her duties as Trustee, the surviving Trustee or Trustees shall call a meeting to be held at some convenient place in the County or City of St. Louis of the record owners in fee simple of lots in said "Runnymede" Plat No.1, 2, 3 and 4 Subdivisions, who shall proceed by ballot to elect successor Trustees to fill the vacancies created, such successor term to be for three (3) year periods. For the purpose of this election, each lot as recorded shall have one vote. Notice of such election shall be given by the Trustees 10 days before said election by personal service or by mailing a notice of said election to the usual post office address of each record holder of property within "Runnymede" Plat No.1, 2, 3, and 4 Subdivisions.

N. The Trustees are given the power to levy assessments for the maintenance, upkeep and improvement of the storm sewer system, roads throughout the subdivision, and all other improvements which are of a beneficial nature to the subdivision. The amount of assessment levied against each lot owner shall not exceed Seventy-Five (\$75.00) Dollars per lot, per year. Any additional assessment in any one year must be voted upon by the lot owners and approved by a 3/4 majority vote. The Trustees shall cause to be compiled a list of delinquent assessments showing the names of the parties who hold fee simple title to the premises, their address, the legal description of the premises and the amount due at the date of filing, and this list shall be filed with the Recorder of Deeds not later than 60 days after the owners of the lots become delinquent,

and the delinquent lot owners shall pay their proportionate costs for filing said instrument with the Recorder of Deeds and it shall hereby be made a part of the delinquent sum due the Trustees and shall only be released by the Trustees or their representatives, upon payment of all amounts due including costs of recording, attorney fee, principal due, interest at 8% per annum, and cost of releasing same. All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri are hereby referred to and made part of this instrument.

- O. 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 of Deeds Office in the County of St. Louis, Missouri.
- P. These covenants and restrictions are to run with the land and shall be binding on all of the parties and all persons claiming under them until January 1, 1985, and shall continue for successive periods of Fifteen (15) years unless terminated or amended by the written consent of the then Trustees of then lot owners of two thirds (2/3) of the Front footage of this subdivision, executed, acknowledged and recorded in the manner and form provided by law for the execution of instruments affecting real estate. All of the lots and parcels of ground in said subdivision are hereby subject to all the conditions, restrictions and provisions 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 and shall be enforceable by any party or parties now or hereafter owning any lots or parts of lots in the "Runnymede" Plat No. 1 Subdivision in behalf and for the benefit of either themselves or the said owner or owners, or for any person or persons now or hereafter owning any lots 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 provisions for the purpose of preventing them from doing so or collecting damages for such infringement or omission or both. These

conditions, restrictions, and limitations are to be construed independently and not interdependently, and in the event that 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 hereby impaired or affected, nor shall they be impaired or affected by laches, waiver, estoppel or failure to enforce the breach of any condition, restriction, or limitation herein set forth.

14. The majority of Trustees may designate a representative to act for them at any time after the completion and erection of all the dwellings on all the lots in said "Runnymede" Plat No.1 Subdivision, "Runnymede" Plat No.2 Subdivision, "Runnymede" Plat No.3 Subdivision, and "Runnymede" Plat No.4 Subdivision. The then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Trustees, or to cause the resignation of any of them, or to grant to them any additional powers and duties, and to name successors to each or all of them. At any time before the completion and erection of all the dwellings on all of the lots in "Runnymede" Plat No.1 Subdivision, "Runnymede" Plat No.2 Subdivision, "Runnymede" Plat No.3 Subdivision and "Runnymede" Plat No.4 Subdivision, the remaining Trustees shall have the sole and exclusive authority to designate a successor in the event of the death or resignation of any of the Trustees as are herein named.

15. The Trustees named herein shall have the right and authority up until the time of completion and erection of all the dwellings upon all of the lots in "Runnymede" Plat No.1 Subdivision, "Runnymede" Plat No.2 Subdivision, "Runnymede" Plat No.3 Subdivision, and "Runnymede" Plat No.4 Subdivision by TRI-CO., INC., to make use of the streets, curbs, roadways, entrance ways, common property, parkways, easements of all kinds, storm water sewers, and drainage facilities in connection with the completion and erection of all of the dwellings by TRI-CO., INC., on all of the lots in the aforesaid four "Runnymede" Subdivisions.

16. These covenants and restrictions may be amended by the written consent of the then trustees or then lot owners of two-thirds (2/3) of the front footage of this Subdivision executed, acknowledged and recorded in the manner and form provided by law for the execution of Instruments affecting Real Estate

ATTEST:

TRI-CO., INC.

BY

*Marvin G. Gier*  
President

*Patricia A. Rauff*  
Secretary



STATE OF MISSOURI     }  
COUNTY OF ST. LOUIS   } SS

On this 25th day of January, 1965, before me personally  
appeared MARVIN GELBER, President of TRI-CO., INC., HARVEY ROUFA, Vice-President  
of TRI-CO., INC., and ARTHUR I. ROUFA, Secretary and Treasurer of TRI-CO., INC., who  
stated that they hold the aforesaid offices in said Company and who are known to be the  
persons described in and who executed the foregoing instrument as officers of TRI-CO., INC.,  
and acknowledged that they executed the same as their free act and deed for and on behalf of  
TRI-CO., INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the  
date first above written.

John F. Roeder  
Notary Public



AMENDMENTS TO RESTRICTIONS  
OF RUNNYMEDE SUBDIVISION

143

2590  
STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
FILED FOR RECORD

73 AUG 18 AM 12:14

Wm E. Fawcett  
RECORDER OF DEEDS

WHEREAS, TRI-CO., INC., (hereinafter sometimes called "Tri-Co"), a corporation duly organized and existing according to the Laws of the State of Missouri, as the owner of a certain tract or tracts of land located in the Northeast Quarter (NE 1/4) of Section Ten (10), Township Forty-Five (45) North, Range Five (5) East, City of Creve Coeur, County of St. Louis, State of Missouri, developed the same as the Runnymede Subdivision (hereinafter sometimes called "Runnymede" or "Subdivision"); and,

WHEREAS, Tri-Co originally planned to plat said Subdivision in four (4) Plats, but subsequently platted said Subdivision in six (6) plats, being Plat No. 1 recorded in Plat Book 114 at Pages 4 and 5 of the St. Louis County Recorder of Deeds, Plat No. 2 recorded in Plat Book 117 at Pages 84 and 85, Plat No. 3 recorded in Plat Book 224 at Pages 14 and 15, Plat No. 4 recorded in Plat Book 127 at Pages 66 and 67, Plat No. 5 recorded in Plat Book 134 at Pages 2 and 3 and Plat No. 6 recorded in Plat Book 148 at Page 36, plus an amending Plat recorded in Plat Book 138 at Page 30; and,

WHEREAS, Tri-Co imposed the same Restrictions, recorded in Book 5597 at Page 82 of the St. Louis County Recorder of Deeds, on all the foregoing Plats of said Subdivision; and,

WHEREAS, the existence of Runnymede Subdivision as one (1) Subdivision has recently been questioned; and,

WHEREAS, the hereinafter named Lot Owners have always considered "Runnymede" to be one (1) Subdivision and not four (4) or six (6) Subdivisions and have always acted accordingly, and while they believe it to be unnecessary but in order to eliminate any question to the status of "Runnymede" as one (1) Subdivision, have executed the hereinafter Amendments pursuant to the provisions of Paragraph 16 of said Restrictions recorded in Book 5597 at Page 82.

NOW THEREFORE, in consideration of the mutual benefit to be derived therefrom and in consideration of the premises, the undersigned

BOOK 5597 PAGE 1604

as Lot Owners of two-thirds (2/3rds) of the front footage in Plats No. 1, No. 2, No. 3, No. 4 and No. 5, respectively, covenant and agree as follows:

1. That said Plats No. 1, No. 2, No. 3, No. 4 and No. 5 are not to be considered as five (5) separate Subdivisions, but rather as one (1) Subdivision known as and named as the "Runnymede Subdivision."

2. That said Restrictions recorded in Book 5597 at Page 82 shall not apply separately to said Plats No. 1, No. 2, No. 3, No. 4 and No. 5, but rather to all of said Plats equally and in the same manner.

3. That there be only three (3) Trustees for said "Runnymede Subdivision" and not three (3) Trustees for each of said Plats No. 1, No. 2, No. 3, No. 4 and No. 5, to be elected, removed, whose terms of office are to be, and whose powers and duties in regard to all the Lots in said Plats No. 1, No. 2, No. 3, No. 4 and No. 5 of said "Runnymede Subdivision" are to be the same as are presently provided in said Restrictions recorded in Book 5597 at Page 82.

4. That if said Plat No. 6 is not presently a part of said "Runnymede Subdivision", that it shall become a part of said "Runnymede Subdivision" on the same basis as Plats No. 1, No. 2, No. 3, No. 4 and No. 5 and its Lot Owners will enjoy the same rights and privileges and be subject to the same restrictions and limitations as the Lot Owners in said Plats No. 1, No. 2, No. 3, No. 4 and No. 5, when the Lot Owners of two-thirds (2/3rds) of the front footage of said Plat No. 6 have accepted the foregoing Amendments in the manner provided in Paragraph 16 of said Restrictions recorded in Book 5597 at Page 82.

IN WITNESS WHEREOF, the parties hereto have executed and delivered these "Amendments To Restrictions Of Runnymede Subdivision" the day and year stated in their acknowledgment hereto. *23 of the*

*5th day of July 1973.*

<i>Robert Hoffman</i>	and	<i>Mildred Hoffman</i>	his wife, Lot No. <i>28</i>
<i>Ray M. Beckwith</i>	and	<i>Lois M. Beckwith</i>	his wife, Lot No. <i>19</i>
<i>Thomas Mac H. Day</i>	and	<i>Mary Ann Day</i>	his wife, Lot No. <i>10</i>
<i>Walter H. Jolley</i>	and	<i>Walter M. Jolley</i>	his wife, Lot No. <i>22</i>
<i>James J. Jolley</i>	and	<i>Betty J. Jolley</i>	his wife, Lot No. <i>18</i>
<i>Edgar J. Jolley</i>	and	<i>Donna J. Jolley</i>	his wife, Lot No. <i>30</i>
<i>John D. Becker</i>	and	<i>Carol Becker</i>	his wife, Lot No. <i>27</i>

BOOK 5592 PAGE 1605

<u>James H. Love</u>	and	<u>E. Nadine Love</u> , his wife,	Lot No. <u>26</u>
<u>Thomas H. Miller</u>	and	<u>Joan Hittner</u> , his wife,	Lot No. <u>25</u>
<u>Philip B. Smith</u>	and	<u>Patricia B. Smith</u> , his wife,	Lot No. <u>23</u>
<u>B. H. Olson</u>	and	<u>Rose J. E. Olson</u> , his wife,	Lot No. <u>17</u>
<u>August Richards</u>	and	<u>Margaret P. Richards</u> , his wife,	Lot No. <u>24</u>
<u>Rock P. Hotchkiss</u>	and	<u>Sharon L. Matthews</u> , his wife,	Lot No. <u>21</u>
<u>Robert L. Hayes</u>	and	<u>Janice B. Hayes</u> , his wife,	Lot No. <u>15</u>
<u>Samuel Mayhew</u>	and	<u>Carol E. Mayhew</u> , his wife,	Lot No. <u>11</u>
<u>W. H. Linnick</u>	and	<u>Mary K. Linnick</u> , his wife,	Lot No. <u>7</u>
<u>Margaret Wagner</u>	and	<u>also, owner</u> , his wife,	Lot No. <u>8</u>
<u>Frank H. Freund</u>	and	<u>Dorothy Freund</u> , his wife,	Lot No. <u>5</u>
<u>Stanley Cohen</u>	and	<u>Mrs. M. Cohen</u> , his wife,	Lot No. <u>12</u>
<u>Walter Johnson</u>	and	<u>Pauline Johnson</u> , his wife,	Lot No. <u>13</u>
<u>Rose M. Chandler</u>	and	<u>Joseph Chandler</u> , his wife,	Lot No. <u>3</u>
<u>Harold E. Walters</u>	and	<u>Mary E. Walters</u> , his wife,	Lot No. <u>1</u>
<u>Joseph C. Borge</u>	and	<u>Mary J. Borge</u> , his wife,	Lot No. <u>16</u>
<u>Frank Bell</u>	and	<u> Evelyn Bell</u> , his wife,	Lot No. <u>6</u>
_____	and	_____, his wife,	Lot No. _____
_____	and	_____, his wife,	Lot No. _____
_____	and	_____, his wife,	Lot No. _____
_____	and	_____, his wife,	Lot No. _____
_____	and	_____, his wife,	Lot No. _____
_____	and	_____, his wife,	Lot No. _____

being Lot Owners of at least two-thirds (2/3rds) of the front footage of said Plat No. 1.

<u>Frank Burger</u>	and	<u>Vivian E. Burger</u> , his wife,	Lot No. <u>118</u>
<u>_____</u>	and	_____, his wife,	Lot No. _____
<u>Joe Lehmann</u>	and	<u>Ursula Lehmann</u> , his wife,	Lot No. <u>103</u>
<u>George A. Stokland</u>	and	<u>Constance F. Stephens</u> , his wife,	Lot No. <u>108</u>
<u>Ed S. Ray</u>	and	<u>Peggy K. Ray</u> , his wife,	Lot No. <u>117</u>
<u>Paul G. Dauter</u>	and	<u>Ellen K. Dauter</u> , his wife,	Lot No. <u>104</u>
<u>W. H. H.</u>	and	<u>Becky H. Johnson</u> , his wife,	Lot No. <u>95</u>
<u>Robert A. Morris</u>	and	<u>Ellen Morris</u> , his wife,	Lot No. <u>101</u>
<u>Walter H. Jones</u>	and	<u>Peggy H. Jones</u> , his wife,	Lot No. <u>86</u>
<u>Leslie D. Calhoun II</u>	and	<u>Ann D. Calhoun</u> , his wife,	Lot No. <u>109</u>

Art Blumgren and Hope P. Blumgren, his wife, Lot No. 107  
Art S. Cohen and Ray Cohen, his wife, Lot No. 102  
Paul J. Lea and Maurine Lea, his wife, Lot No. 101  
Donald W. Moore and Lain S. Wilkerson, his wife, Lot No. 116  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_

being Lot Owners of at least two-thirds (2/3rd:) of the front footage of said Plat No. 2.

Harmon C. Trent and Ruth Trent, his wife, Lot No. 38  
Ed Roberts and Mildred Roberts, his wife, Lot No. 45  
Ed M. Shubert and Marilyn Shubert, his wife, Lot No. 46  
Karl J. Janis and Ellen Janis, his wife, Lot No. 31  
Walter Morris and Angela Morris, his wife, Lot No. 36  
Richard M. Sotolik and Anna Sotolik, his wife, Lot No. 35  
John S. Sotolik and Elizabeth W. Sotolik, his wife, Lot No. 52  
John P. Sotolik and Shirley D. Sotolik, his wife, Lot No. 83  
Harold Robinson and Robert E. Robinson, his wife, Lot No. 56  
Harry Malinski and Unita Malinski, his wife, Lot No. 55  
Joseph and Evelyn Lewis, his wife, Lot No. 50  
Harold W. Obermer and Deathey Obermer, his wife, Lot No. 51  
Robert E. Jones and Carol H. Jones, his wife, Lot No. 47  
John J. Mowbray and Carol A. Mowbray, his wife, Lot No. 54  
Paul E. Mowbray and Ray Dobrinsky, his wife, Lot No. 57  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
Paul E. Ruffe and Vicki Ruffe, his wife, Lot No. 33  
Ed M. Ruffe and Enid Ruffe, his wife, Lot No. 44  
James J. Ruffe and Carole Ruffe, his wife, Lot No. 43  
Eric M. Ruffe and Edna Ruffe, his wife, Lot No. 42  
Paul E. Ruffe and Patricia Ruffe, his wife, Lot No. 41  
Eric M. Ruffe and Sandra F. Ruffe, his wife, Lot No. 46  
James J. Ruffe and Carole D. Ruffe, his wife, Lot No. 48  
M. D. Ruffe and John H. Ruffe, his wife, Lot No. 32  
Charles D. Ruffe and Rebecca K. Ruffe, his wife, Lot No. 54

\_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_

being Lot Owners of at least two-thirds (2/3rds) of the front footage of  
 said Plat No. 3

Samuel D. Dyer and James W. Wahl, his wife, Lot No. 59  
E. C. Dyer, m.d. and Helen A. Dyer, his wife, Lot No. 81  
Wm. J. Dyer and Beatrice F. Dyer, his wife, Lot No. 62  
Wm. J. Dyer and Lucas L. Dyer, his wife, Lot No. 63  
William A. Dyer and Caroline Dyer, his wife, Lot No. 65  
Wm. J. Dyer and John Dyer, his wife, Lot No. 76  
Albert B. Dyer and Gloria B. Dyer, his wife, Lot No. 61  
Wm. J. Dyer and Carl Dyer, his wife, Lot No. 74  
Wm. J. Dyer and Thelma Dyer, his wife, Lot No. 73  
Leo W. Dyer and Wm. J. Dyer, his wife, Lot No. 72  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 71  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 69  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 68  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 67  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 80  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 75  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 77  
 \_\_\_\_\_ and \_\_\_\_\_, his wife, Lot No. \_\_\_\_\_

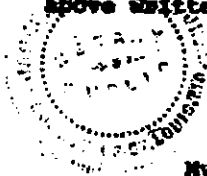
being Lot Owners of at least two-thirds (2/3rds) of the front footage of  
 said Plat No. 4

Wm. J. Dyer and Alma M. Dyer, his wife, Lot No. 113  
Wm. J. Dyer and Mary Ann Dyer, his wife, Lot No. 92  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 90  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 77  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 71  
Wm. J. Dyer and Wm. J. Dyer, his wife, Lot No. 114



\_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife;  
 \_\_\_\_\_ and \_\_\_\_\_, his wife; to me  
 known to be some of the persons described in and who executed the foregoing  
 instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
 Notary Public  
 JAMES P. FINNEGAN, JR.  
 Notary Public  
 My Commission Expires: \_\_\_\_\_  
 My Term Expires: August 19, 1973

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

On this 6th day of July, 1973, before me personally appeared  
 P.C. Deza, M.D. and Mina Deza, his wife; James R. Polk and Betty T. Polk,  
 his wife; and J. Philip Hellwege and Shirley D. Hellwege, his wife; to  
 me known to be some of the persons described in and who executed the  
 foregoing instrument and acknowledged that they executed the same as  
 their 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.



*James P. Finnegan, Jr.*  
 Notary Public  
 JAMES P. FINNEGAN, JR.  
 Notary Public  
 My Commission Expires: \_\_\_\_\_  
 My Term Expires: August 19, 1973

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

On this 10th day of July, 1973, before me personally appeared  
 Howard Ackerman and Barbara F. Ackerman, his wife; Harvey Melnick and  
 Anita Melnick, his wife; Jay Benis and Evelyn Benis, his wife; Aaron W.  
 Oberman and Dorothy Oberman, his wife; Robert E. Jones and Carol G. Jones,  
 his wife; John J. Mortika and Carol A. Mortika, his wife; Jack Schwartz  
 and Dianne Schwartz, his wife; R.H. Johns and Ceacy R. Johns, his wife;  
 Paul S. Dobinsky and Ray Dobinsky, his wife; Leonard E. Raiffie and  
 Vicki Raiffie, his wife; to me known to be some of the persons described  
 in and who executed the foregoing instrument, and acknowledged that they  
 executed the same as their 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.



*James P. Finnegan, Jr.*  
 Notary Public  
 JAMES P. FINNEGAN, JR.  
 Notary Public  
 My Commission Expires: \_\_\_\_\_  
 My Term Expires: August 19, 1973



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

On this 15th day of July, 1973, before me personally appeared S.M. Goldberg and Evelyn Goldberg, his wife; James J. Hart and Carroll Hart, his wife; Eric Bly and Elaine Bly, his wife; and Gerald L. Greenberg and Betty Greenberg, his wife; to me known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 16th day of July, 1973, before me personally appeared John D. Becker and Carol Becker, his wife; Warner Lowe and E. Nadine Lowe, his wife; Howard Wittner and Joan Wittner, his wife; Philip R. Smith and Patricia B. Smith, his wife; B.G. Oleon and Rose J. Oleon, his wife; August Reichardt and Marjorie L. Reichardt, his wife; to me known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 17th day of July, 1973, before me personally appeared Jack R. Mathews and Sharon Mathews, his wife; Robert L. Hayes and Janie G. Hayes, his wife; Bernard Mayer and Joyce E. Mayer, his wife; E.M. Ciarnello and Mary K. Ciarnello, his wife; Jessie Wagman; Frederick H. Freund and Dorothy Freund, his wife; Stephen J. Cohen and Jill Cohen, his wife; and Walter Lieberman and Rachelle Lieberman, his wife; to me known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed; and the said Jessie Wagman further declared herself to be single and unmarried.

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.



*James P. Finnegan, Jr.*  
Notary Public

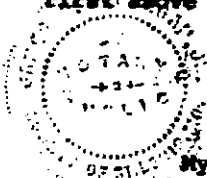
My Commission Expires:

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

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

On this 18th day of July, 1973, before me personally appeared Robert L. Brinkmeyer and Mary Sue Brinkmeyer, his wife; and Harvey Gerstein and Wilma J. Gerstein, his wife; to me known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 21st day of July, 1973, before me personally appeared Robert J. Chandeysson and Kay Chandeysson, his wife; Harold E. Walters and Mary S. Walters, his wife; Joseph C. Bonze and Myra L. Bonze, his wife; G. Franzel and Beatrice Franzel, his wife; Scott G. Lentin and Sharon Lentin, his wife; William A. Green, II and Dorothy Green, his wife; and Frank Soll and Evelyn Soll, his wife; to me known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 22nd day of July, 1973, before me personally appeared Marvin Sherwood and June Sherwood, his wife; Albert Burjoski and Gloria Burjoski, his wife; Henry Alexander and Carol Alexander, his wife; Herman Fishman and Myrtle Fishman, his wife; Leo Waniewski and Helen R. Waniewski, his wife; Max D. Beasley and Marlene J. Beasley, his wife; Ben Martin and Sophie Martin, his wife; S.A. Flotte, M.D. and Pat Flotte, his wife; W.R. Kocay and Helena Kocay, his wife; and Gene E. Kalhorn and Susan F. Kalhorn, his wife; to me known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

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

On this 24th day of July, 1973, before me personally appeared Robert A. Morris and Ileen Morris, his wife; Marty Alprin and Peggy Alprin, his wife; Leslie D. Calhoun, Jr and Susan D. Calhoun, his wife; Arthur A. Blumeyer and Hope P. Blumeyer, his wife; Robert S. Cohen, M.D. and Kay Cohen, his wife; Ralph A. Lia and Maurine Lia, his wife; and Norman Leventhal and Phyllis Leventhal, his wife; to me known as some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 29th day of July, 1973, before me personally appeared Steven F. Tockman and Marcene J. Tockman, his wife; Sidney Axelbaum and Fran Axelbaum, his wife; Donald Wilkerson and Lois S. Wilkerson, his wife; and Nathan Pratzel and Bertha Pratzel, his wife; to me known as some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 1st day of August, 1973, before me personally appeared Thomas Krumenacher and Carole G. Krumenacher, his wife; and M. Dean Patterson and Janie C. Patterson, his wife; to me known as some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

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

On this 2nd day of August, 1973, before me personally appeared Charles D. Musgraves and Rosemund K. Musgraves, his wife; to me known as some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 9th day of August, 1973, before me personally appeared Ronald Rich and Linda Rich, his wife; to me known as some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

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

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

On this 12th day of August, 1973, before me personally appeared Adele Mitchell; to me known as one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed; and the said Adele Mitchell further declared herself to be single and unmarried.

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.



*James P. Finnegan, Jr.*  
Notary Public

My Commission Expires:

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 19, 1973

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

On this 14th day of August, 1973, before me personally appeared Harold Marglous and Ruth Marglous, his wife; Charlotte Mandel; and James D. Keast and Marcia Keast, his wife; to me known as some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed; and the said Charlotte Mandel further declared herself to be single and unmarried.

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 Commission Expires:

JAMES P. FINNEGAN, JR.  
Notary Public  
My Term Expires: August 12, 1973

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ADDITIONAL AMENDMENTS TO  
RESTRICTIONS OF RUNNYMEDE SUBDIVISION

WHEREAS, TRI-CO., INC., (hereinafter sometimes called "Tri-Co"), a corporation duly organized and existing according to the Laws of the State of Missouri, as the owner of a certain tract or tracts of land located in the Northeast Quarter (NE 1/4) of Section Ten (10), Township Forty-Five (45) North, Range Five (5) East, City of Creve Coeur, County of St. Louis, State of Missouri, developed the same as the Runnymede Subdivision (hereinafter sometimes called "Runnymede" or "Subdivision"); and,

WHEREAS, Tri-Co originally planned to plat said Subdivision in four (4) Plats, but subsequently platted said Subdivision in six (6) plats, being Plat No. 1 recorded in Plat Book 114 at Pages 4 and 5 of the St. Louis County Recorder of Deeds, Plat No. 2 recorded in Plat Book 117 at Pages 84 and 85, Plat No. 3 recorded in Plat Book 121 at Pages 14 and 15, Plat No. 4 recorded in Plat Book 127 at Pages 66 and 67, Plat No. 5 recorded in Plat Book 134 at Pages 2 and 3 and Plat No. 6 recorded in Plat Book 148 at Page 36, plus an amending Plat recorded in Plat Book 138 at Page 30; and, 277

WHEREAS, Tri-Co imposed the same Restrictions, recorded in Book 5597 at Page 82 of the St. Louis County Recorder of Deeds, on all the foregoing Plats of said Subdivision; and, 77 MAR 23 PM 3:27

WHEREAS, the existence of Runnymede Subdivision as one (1) Subdivision had been questioned, so that the Lot Owners of two-thirds (2/3rds) of the front footage in each of the Plats Nos. 1, 2, 3, 4 and 5 acting pursuant to the provisions of Paragraph 16 of said Restrictions, recorded in Book 5597 at Page 82, executed certain "AMENDMENTS TO RESTRICTIONS OF RUNNYMEDE SUBDIVISION", recorded in Book 6682 at Page 1604 et seq. whereby they confirmed that such five (5) Plats are not to be considered as five (5) separate Subdivisions, but rather as one (1) Subdivision known as and named as the "Runnymede Subdivision"; provided that there be only three (3) Trustees for said "Runnymede Subdivision" and not three (3) Trustees for each of said five (5) Plats; and further provided a procedure whereby Plat No. 6 could become a part of said "Runnymede Subdivision" if not presently a part thereof.

WHEREAS, the undersigned HOWARD ACKERMAN, MILTON M. TOFLE and ROBERT D. BAY, are presently the duly qualified, elected and acting Successor Trustees of Runnymede Subdivision (hereinafter sometimes called "Trustees"), and as such are granted, empowered and entrusted with certain rights, powers, duties and obligations under and in accordance with the covenants, terms and conditions of said Restrictions, including architectural and other control over the construction and maintenance of residences and other improvements on the Lots of said Runnymede Subdivision; and,

WHEREAS, the above-named Trustees have adopted certain rules and regulations applicable to the construction and maintenance of any and all tennis courts on the Lots of said Runnymede Subdivision; and,

WHEREAS, the above-named Trustees have adopted certain rules and regulations which are applicable to the construction and maintenance of any and all swimming pools on the Lots of said Runnymede Subdivision.

NOW, THEREFORE, the undersigned as all the Trustees of said Runnymede Subdivision do hereby exercise their foregoing described powers, including but not limited to their powers pursuant to the provisions of Paragraph 13.H, and Paragraph 16 of said Restrictions, recorded in Book 5597 at Page 82, as amended, to further amend said Restrictions by adding thereto and incorporating therein the following Paragraphs:

17. Tennis Courts: The plans and specifications for the construction of any and all tennis courts on the Lots of said Runnymede Subdivision shall continue to be submitted to the Trustees for their consideration, approval or rejection in the manner provided in Paragraph 13.A. of said Restrictions.

The plans and specifications shall include provisions for the erection of suitable screening by planting trees and bushes and by other means acceptable to Trustees whereby the surface of said tennis courts will be screened from view from all other Lots and Streets of said Runnymede Subdivision, and any and all existing tennis courts on the Lots of said Runnymede Subdivision shall have such screening maintained in regard thereto.

If a tennis court to be constructed on a lot in said Runnymede Subdivision is to have a lighting system, the plans and specifications shall include provisions for the erection of a suitable lighting system of material and manner of construction acceptable to the Trustees, the lights of which shall have visors or shall be otherwise installed in a manner acceptable to the Trustees whereby the lights will be concentrated on the surface of said tennis court and away from all other lots and streets of said Runnymede Subdivision, and said lights shall be turned off no later than 10:30 P.M. each evening, and further, any and all existing tennis courts on the lots of said Runnymede Subdivision having lighting systems shall be maintained in the same manner and shall be turned off no later than 10:30 P.M. each evening.

18. Swimming Pools: The plans and specifications for the construction of any and all swimming pools on the lots of said Runnymede Subdivision shall continue to be submitted to the Trustees for their consideration, approval or rejection in the manner provided in Paragraph 13.A. of said Restrictions.

The plans and specifications shall include provisions for the erection of a suitable fence or other barrier of material and manner of construction acceptable to the Trustees and at least five (5) feet high and not more than six (6) feet high and around the entire swimming pool area, and any and all existing swimming pools on the lots of said Runnymede Subdivision shall have such fences or such other barriers maintained in regard thereto.

The plans and specifications shall include provisions for the erection of suitable screening by planting trees and bushes and/or by other means acceptable to the Trustees whereby said swimming pool will be screened from view from all other Lots and Streets of said Runnymede Subdivision, and any and all existing swimming pools on the Lots of said Runnymede Subdivision shall have such screening maintained in regard thereto.

IN WITNESS WHEREOF, the undersigned as the Successor Trustees of Runnymede Subdivision have executed and delivered these "Additional Amendments To Restrictions Of Runnymede Subdivision" this 22nd day of March, 1977.



X Howard Ackerman (Seal)  
Howard Ackerman, as  
Successor Trustee of  
Runnymede Subdivision

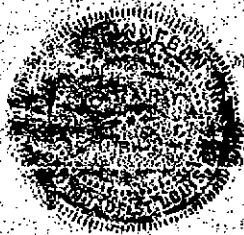
X Robert D. Bay (Seal)  
Robert D. Bay, as  
Successor Trustee of  
Runnymede Subdivision

X Milton M. Tofle (Seal)  
Milton M. Tofle, as  
Successor Trustee of  
Runnymede Subdivision

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this 22nd day of March, 1977, before me personally  
appeared HOWARD ACKERMAN, ROBERT D. BAY and MILTON M. TOFLE, 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.

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.



James T. Finnegan, Jr.  
Notary Public  
Commission Expires: August 19, 1977.  
My Term Expires: August 19, 1977.

BOOK 6839 PAGE 1006

END OF DOCUMENT

ACCEPTANCE OF AMENDMENTS  
TO RESTRICTIONS OF RUNNYMEDE  
SUBDIVISION BY LOT OWNERS  
OF PLAT NO. SIX (6)

702  
OFF  
STATE  
COUNTY  
RECORDS

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RECORDED

WHEREAS, TRI-CO., INC., (hereinafter sometimes called "Tri-Co"), a corporation duly organized and existing according to the Laws of the State of Missouri, as the owner of a certain tract or tracts of land located in the Northeast Quarter (NE 1/4) of Section Ten (10), Township Forty-Five (45) North, Range Five (5) East, City of Creve Coeur, County of St. Louis, State of Missouri, developed the same as the Runnymede Subdivision (hereinafter sometimes called "Runnymede" or "Subdivision"); and,

WHEREAS, Tri-Co originally planned to plat said Subdivision in four (4) Plats, but subsequently platted said Subdivision in six (6) plats, being Plat No. 1 recorded in Plat Book 114 at Pages 4 and 5 of the St. Louis County Recorder of Deeds, Plat No. 2 recorded in Plat Book 117 at Pages 84 and 85, Plat No. 3 recorded in Plat Book 121 at Pages 14 and 15, Plat No. 4 recorded in Plat Book 127 at Pages 66 and 67, Plat No. 5 recorded in Plat Book 134 at Pages 2 and 3 and Plat No. 6 recorded in Plat Book 148 at Page 36, plus an amending Plat recorded in Plat Book 138 at Page 30; and,

WHEREAS, Tri-Co imposed the same Restrictions, recorded in Book 5597 at Page 82 of the St. Louis County Recorder of Deeds, on all the foregoing Plats of said Subdivision; and,

WHEREAS, the existence of Runnymede Subdivision as one (1) Subdivision had been questioned, even though the Lot Owners thereof always considered "Runnymede" to be one (1) Subdivision and not four (4) or six (6) Subdivisions and had always acted accordingly; and,

WHEREAS, the Lot Owners of said Runnymede Subdivision, while they believed it to be unnecessary but in order to eliminate any question as to the status of "Runnymede" as one (1) Subdivision, executed "Amendments To Restrictions Of Runnymede Subdivision" recorded in Book 6682 at Page 1604 et seq. of the St. Louis County Recorder of Deeds, pursuant to the provisions of Paragraph 16 of said Restrictions recorded in Book 5597 at Page 82; and,

WHEREAS, said "Amendments To Restrictions Of Runnymede Subdivision" were executed by the Lot Owners of at least two-thirds (2/3rds) of the front footage in Plats No. 1, No. 2, No. 3, No. 4 and No. 5 respectively, wherein they covenanted and agreed as follows:

"1. That said Plats No. 1, No. 2, No. 3, No. 4 and No. 5 are not to be considered as five (5) separate Subdivisions, but rather as one (1) Subdivision known as and named as the 'Runnymede Subdivision';" and,

"2. That said Restrictions recorded in Book 5597 at Page 82 shall not apply separately to said Plats No. 1, No. 2, No. 3, No. 4 and No. 5, but rather to all of said Plats equally and in the same manner;" and,

"3. That there be only three (3) Trustees for said 'Runnymede Subdivision' and not three (3) Trustees for each of said Plats No. 1, No. 2, No. 3, No. 4 and No. 5, to be elected, removed, whose terms of office are to be, and whose powers and duties in regard to all the Lots in said Plats No. 1, No. 2, No. 3, No. 4 and No. 5 of said 'Runnymede Subdivision' are to be the same as are presently provided in said Restrictions recorded in Book 5597 at Page 82;" and,

"4. That if said Plat No. 6 is not presently a part of said 'Runnymede Subdivision', that it shall become a part of said 'Runnymede Subdivision' on the same basis as Plats No. 1, No. 2, No. 3, No. 4 and No. 5 and its Lot Owners will enjoy the same rights and privileges and be subject to the same restrictions and limitations as the Lot Owners in said Plats No. 1, No. 2, No. 3, No. 4 and No. 5, when the Lot Owners of two-thirds (2/3rds) of the front footage of said Plat No. 6 have accepted the foregoing Amendments in the manner provided in Paragraph 16 of said Restrictions recorded in Book 5597 at Page 82."

NOW THEREFORE, in consideration of the mutual benefit to be derived therefrom and in consideration of the premises, the undersigned as Lot Owners of at least two-thirds (2/3rds) of the front footage of said Plat No. 6 do hereby accept said "Amendments To Restrictions Of Runnymede Subdivision" recorded in Book 6682 at Page 1604 et seq. in the manner provided in Paragraph 16 of said Restrictions recorded in Book 5597 at Page 82; so that if said Plat No. 6 is not presently a

part of said "Runnymede Subdivision", it shall hereby become a part of said "Runnymede Subdivision" on the same basis as Plats No. 1, No. 2, No. 3, No. 4 and No. 5 so that its Lot Owners will enjoy the same rights and privileges and be subject to the same restrictions and limitations as the Lot Owners in said Plats No. 1, No. 2, No. 3, No. 4 and No. 5.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this "Acceptance Of Amendments To Restrictions Of Runnymede Subdivision By Lot Owners of Plat No. Six (6)" the day and year stated in their acknowledgement hereto as of the 31st day of October, 1977.

Jeffrey H. Pass and Judy Pass, his wife, Lot No. 88  
David C. Barrett and Janet T. Barrett, his wife, Lot No. 111  
Fred R. Sale and Susan W. Sale, his wife, Lot No. 87  
M. A. Mikhael and Eugenie S. Mikhael, his wife, Lot No. 112  
Edward Kessell and Florann Kessell, his wife, Lot No. 110  
Leonard W. Krane and Betty Ann Krane, his wife, Lot No. 89

being Lot Owners of at least two-thirds (2/3rds) of the front footage

of said Plat No. 6.

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

On this 31st day of October, 1977, before me

personally appeared:

<u>Jeffrey H. Pass</u>	and	<u>Judy Pass</u>	, his wife;
<u>David C. Barrett</u>	and	<u>Janet T. Barrett</u>	, his wife;
<u>Fred R. Sale</u>	and	<u>Susan W. Sale</u>	, his wife;
<u>M. A. Mikhael</u>	and	<u>Eugenie S. Mikhael</u>	, his wife;
<u>Edward Kessell</u>	and	<u>Florann Kessell</u>	, his wife;
<u>Leonard W. Krane</u>	and	<u>Betty Ann Krane</u>	, his wife;

known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

My Commission Expires May 5, 1981  
 Notary for the City of St. Louis  
 which is in the County of St. Louis

Notary Public

MARGIE BARTHOLOMEW

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X

ADDITIONAL AMENDMENTS TO  
RESTRICTIONS OF RUNNYMEDE SUBDIVISION

WHEREAS, TRI-CO, INC. (hereinafter sometimes called "Tri-Co"), a corporation duly organized and existing according to the laws of the State of Missouri, as the owner of a certain tract or tracts of land located in the Northeast Quarter (NE 1/4) of Section Ten (10), Township Forty-Five (45) North, Range Five (5) East, City of Creve Coeur, County of St. Louis, State of Missouri, developed the same as the Runnymede Subdivision

(hereinafter sometimes called "Runnymede" or "Subdivision"); and

WHEREAS, Tri-Co originally planned to plat said Subdivision in four (4) Plats, but subsequently platted said Subdivision in six (6) plats, being Plat No. 1 recorded in Plat Book 114 at Pages 4 and 5 of the St. Louis County Recorder of Deeds, Plat No. 2 recorded in Plat Book 117 at Pages 84 and 85, Plat No. 3 recorded in Plat Book 121 at Pages 14 and 15, Plat No. 4 recorded in Plat Book 127 at Pages 66 and 67, Plat No. 5 recorded in Plat Book 134 at Pages 2 and 3 and Plat No. 6 recorded in Plat Book 148 at Page 36, plus an amending Plat recorded in Plat Book 138 at Page 30; and

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WHEREAS, Tri-Co imposed the same Restrictions, recorded in Book 5597 at Page 82 of the St. Louis County Recorder of Deeds, on all the foregoing Plats of said Subdivision; and

WHEREAS, the existence of Runnymede Subdivision as one (1) Subdivision had been questioned, so that the Lot Owners of two-thirds (2/3rds) of the front footage in each of the Plat Nos. 1, 2, 3, 4 and 5, acting pursuant to the provisions of Paragraph 16

of said Restrictions, recorded in Book 5597 at Page 82, executed certain "AMENDMENTS TO RESTRICTIONS OF RUNNYMEDE SUBDIVISION", recorded in Book 6682 at Page 1604 et seq., whereby they confirmed that such five (5) Plats are not to be considered as five (5) separate Subdivisions, but, rather, as one (1) Subdivision known as and named as the "Runnymede Subdivision"; provided that there be only three (3) Trustees for said "Runnymede Subdivision" and not three (3) Trustees for each of said five (5) Plats; and further provided a procedure whereby Plat No. 6 could become a part of said "Runnymede Subdivision" if not presently a part thereof.

WHEREAS, the undersigned, HOWARD M. ACKERMAN, MILTON M. TOFLE and SUSAN MEREDITH, are presently the duly qualified, elected and acting Succesor Trustees of Runnymede Subdivision (hereinafter sometimes called "Trustees"), and as such are granted, empowered and entrusted with certain rights, powers, duties and obligations under and in accordance with the covenants, terms and conditions of said Restrictions, including architectural and other control over the construction and maintenance of residences and other improvements on the Lots of said Runnymede Subdivision; and

WHEREAS, a prior group of Trustees adopted certain rules and regulations applicable to the construction and maintenance of any and all swimming pools on the Lots of said Runnymede Subdivision, which are recorded in Book 6939 Page 1803 et seq. in the Office of the Recorder of Deeds in St. Louis County; and

WHEREAS, the above-named Trustees have adopted certain rules and regulations which are applicable to the construction and maintenance of any and all pool houses/cabanas used in connection with any and all swimming pools on the Lots of said Runnymede Subdivision.

NOW THEREFORE, the undersigned as all the Trustees of said Runnymede Subdivision do hereby exercise their foregoing described powers, including but not limited to their powers pursuant to the provisions of Paragraph 13.B and Paragraph 16 of said Restrictions, recorded in Book 5597 at Page 82, as amended, to further amend said Restrictions by adding thereto and incorporating therein the following Paragraphs:

18.A. Pool house/cabana: All plans and specifications for the construction of any and all pool houses/cabanas to be used in connection with any and all swimming pools on the Lots of said Runnymede Subdivision shall continue to be submitted to the Trustees for their consideration, approval or rejection in the manner provided in Paragraph 13.A of said Restrictions. No pool house/cabana shall be used on any Lot at any time as a residence or sleeping facility.

The plans and specifications shall include provisions that at least forty percent (40%) of the total facing of the exterior wall of the pool house/cabana shall be brick or stone of the same material matching the principal structure, and the architectural style of the pool house/cabana shall match, resemble or otherwise be consistent with the principal structure. The square feet of the pool house/cabana shall not be less than twenty-five percent

(25%) nor greater than ~~SIXTY~~ <sup>SIXTY</sup> percent (~~25%~~ <sup>60%</sup>) of the square footage of the swimming pool surface area, which does not include the deck area surrounding the swimming pool. No pool house/cabana shall be erected nearer than fifteen feet (15') to any side property line and twelve feet (12') from the back property line.

The plans and specifications shall include provision for the erection of suitable screening by planting of trees and bushes and by other means acceptable to the Trustees whereby the pool house/cabana will be screened from view from all other Lots and Streets of said Runnymede Subdivision.

It is the responsibility of the Lot Owner requesting approval for the construction of a pool house/cabana and any such other accessory buildings to verify the location of any and all easements to avoid any encroachment. The Trustees are not required to review locations of easements in approving plans and are in no way responsible for any resulting encroachments.



IN WITNESS WHEREOF, the undersigned as the Successor  
Trustees of Runnymede Subdivision have executed and delivered  
these "Additional Amendments to Restrictions of Runnymede  
Subdivision" this 6 day of MAY, 1987.

Howard M. Ackerman  
HOWARD M. ACKERMAN, as  
Successor Trustee of  
Runnymede Subdivision

Milton M. Tofle  
MILTON M. TOFLE, as  
Successor Trustee of  
Runnymede Subdivision

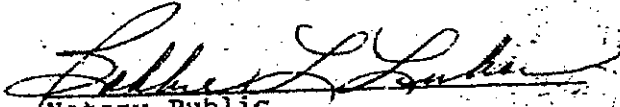
Susan Meredith  
SUSAN MEREDITH, as  
Successor Trustee of  
Runnymede Subdivision

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

)  
) SS.  
)

On this 6<sup>th</sup> day of May, 1987, before me personally appeared HOWARD M. ACKERMAN, MILTON M. TOFLE and SUSAN MEREDITH, 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.

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

My commission expires: July 19, 1988  
BOBBIE L. LUBER

BOOK 8120 PAGE 1367



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

# RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
DECL	BECKER JOHN D TR ETAL		

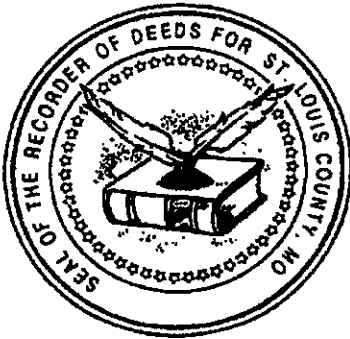
PROPERTY DESCRIPTION: RUNNYMEDE SUBDIVISION

Lien Number	Notation X	Document Number 411	Locator
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STATE OF MISSOURI )  
 SS.  
 COUNTY OF ST. LOUIS )

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 22 pages, (this page inclusive), was filed for record in my office on the 27 day of December 1996 at 11:22 AM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

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



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

*J. Allen*  
 Deputy Recorder

RECORDING FEE \$78.00

(Paid at the time of Recording)

\_\_\_\_ N.P.  
 \_\_\_\_ N.P.C.  
 \_\_\_\_ N.N.C.  
 \_\_\_\_ N.N.I.

Mail to:

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Notation

**AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
RUNNYMEDE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS (the "Declaration"), made this 23rd day of December, 1996, by JOHN D. BECKER, EVELYN J. HENIS and JEFFREY H. PASS, all of St. Louis County, Missouri (herein collectively called the "Trustees").

**WITNESSETH:**

WHEREAS, pursuant to a document entitled Restrictions in "Runnymede" Plat No. 1 Subdivision (the "Original Declaration") dated January 15, 1965 and recorded in Book 5597, page 82 of the records of the Recorder of Deeds of St. Louis County, Missouri, Runnymede Plat No. 1 was made subject to certain restrictions therein set forth;

WHEREAS, Runnymede Plat Nos. 2, 3, 4, 5 and 6 were thereafter made subject to the Original Declaration, and the Original Declaration has been amended by various documents;

WHEREAS, each of the Plats of Runnymede has been legally described in documents in Book 114, page 4, Book 117, page 84, Book 138, page 30, Book 121, page 14, Book 127, page 66, Book 134, page 2 and Book 148, page 36 (the property included in all of such Plats being herein referred to collectively as "Runnymede Subdivision" and each of the separate lots described on such Plats being herein referred to as a "Lot" and each owner of a Lot being herein referred to as an "Owner");

WHEREAS, the Original Declaration, as heretofore amended, may be further amended by the written consent of the currently acting Trustees of Runnymede Subdivision or the Owners of two-thirds of the front footage of the Lots in Runnymede Subdivision; and

WHEREAS, the Trustees are the currently acting Trustees under the Original Declaration, as amended, and desire to amend and restate the Original Declaration in the manner hereinafter set forth and a Majority of the Lot Owners have consented to and approved such amendments and restatement.

NOW, THEREFORE, the Original Declaration, as previously amended, is hereby amended and restated to read in its entirety as follows:

1. Fully Protected Residential Area. The terms and provisions of this Declaration shall apply in its entirety to all of the Lots in Runnymede Subdivision.

2. Land Use and Building Type. No Lot shall be used except for single-family, residential purposes and no Lot shall be used for any purpose prohibited by law or applicable ordinance. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling house and such other accessory buildings as are hereinafter provided for.

3. Architectural Control.

3.1. No building or structure or other improvement of any kind (collectively hereinafter referred to as the "Improvements") shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the

location of the Improvements have been approved by the Trustees as to quality of workmanship and materials, harmony of external design with existing Improvements and as to location with respect to topography and finished grade elevation. By way of example, but without limiting the generality of the foregoing sentence, approval by the Trustees would be required for any of the following Improvements: any home renovation that affects the exterior of a home; the construction or replacement of a fence; the installation of a satellite dish or other antenna; the addition of a room or porch; or the installation of a swimming pool, hot tub or tennis court. The Trustees shall have the right to disapprove and reject any such plans and/or specifications which in their opinion would be injurious to, or out of harmony with, the present or future development of Runnymede Subdivision, and in so passing upon such plans and specifications, they shall have the right to take into consideration the type, use and color of materials and or finish, the architectural design, general aesthetic appearance, landscaping plans, and any and all other facts, which in their judgment, affects the maintenance of Runnymede Subdivision as a first class, residential neighborhood.

3.2. The square feet of the main structure, exclusive of one story open porches and garages, erected or constructed on one (1) acre Lots shall not be less than 1,800 square feet for residences of 1 story and not less than 1,150 square feet on the first floor in the case of 1-1/2 and 2 story residences.

3.3. The square feet of the main structure, exclusive of one story open porches and garages, erected or constructed on one-half (1/2) acre and three-fourths (3/4) acre Lots shall not be less than 1,600 square feet for residences of 1 story and not less than 900 square feet on the first floor in the case of 1-1/2 and 2 story residences. All figures cited above shall be living area and not include garages, porches, breezeways, patios or basements.

3.4. When a residence is first built or constructed on a Lot, at least 20% of the total exterior wall or surface area shall be brick or stone.

4. Building Location. No Improvements shall be located on any Lot nearer to the front line or nearer to the side street line than the building lines shown on the Plats. No Improvements shall be erected nearer than 12 feet to any side of any Lot as platted, and where an Owner has more than one Lot as platted and less than two Lots as platted, then the line dividing the ownership shall be considered as the side line. For the purpose of this restriction, eaves, steps and open porches shall not be considered as a part of the Improvement; provided, however, that none of these, or any other part of the Improvement (including driveways), except a permitted fence, shall be allowed nearer than 1 foot to the side property line.

5. Resubdivision. No Lot or Lots shall be resubdivided in any way except with the express permission of the Trustees.

6. Easements. Easements presently shown on the Plats which are for the installation and maintenance of utilities (including

sanitary and storm sewers) are reserved and shall remain in effect on the Plats. It shall be the responsibility of the Owners of each Lot to comply with such easements and the Trustees shall not be required to review locations of easements in approving any plans under this Declaration and the Trustees shall in no way be responsible for any encroachments onto such easements.

7. Nuisances. No activity or condition shall be allowed upon any Lot which shall constitute a nuisance. Without limiting the generality of the foregoing statement and without limiting what the Trustees can determine to be a nuisance, each of the following shall constitute a nuisance: (a) any offensive activity carried on upon any Lot; (b) any trade or profession carried on upon any Lot which impacts the exterior of the Improvements or traffic in Runnymede Subdivision; (c) any activity which may be or may become an annoyance to the neighborhood; (d) the failure by any person to keep his or her Lot and/or the Improvements on such Lot in a neat and clean and well maintained condition; and (e) any accumulation of trash or failure to cut grass or pull weeds or permitting grass clippings or other debris or materials to accumulate on the streets adjacent to any Lot.

8. Temporary Structures; Accessory Buildings.

8.1. No structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently.



8.2. Each garage must be attached to the principal structure and shall not be larger than the size customarily required for accommodation of three (3) cars. The garage door on all garages shall face either the rear or the side of the Lot.

9. Signs.

9.1. No sign of any kind shall be displayed to the public view on any Lot except: (a) one professional sign of not more than five square feet advertising the property "For Sale" or "For Rent"; (b) one professional crime deterrent sign indicating that the property is protected by a security system; (c) temporary construction signs of a size and for a duration approved by the Trustees from time to time; or (d) such other signs as may be specifically approved (as to form, color, contents, size and location) by the Trustees. In addition, without the consent of the Trustees, no sign of any kind shall be placed on the common areas of Runnymede Subdivision.

9.2. Any person who shall display a sign in violation of Section 9.1 of this Declaration shall be liable for the payment to the Trustees of \$30 for each day that such violation continues.

10. Dogs, Cats and Other Animals. No dogs, cats or other animals shall be raised, bred or kept on any Lot except as permitted on residential property by ordinances of the City of Creve Coeur.

11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and

other waste shall not be kept outside except in sanitary containers with covers.

12. Fences.

12.1. No fence shall be erected on any Lot without the prior written approval of the Trustees. No fence shall be erected on the front of any Lot over the front building line of such Lot.

12.2. In the event that any fence is permitted to deteriorate and fall into disrepair, the Trustees may, in their discretion, repair or restore such fence and charge the cost of same to the then Owner of the Lot on which such fence is located.

13. Vehicles; Boats; Parking. No trailers, recreational vehicles, motorized campers, mobile homes, boats or commercial trucks or other commercial vehicles of any make or variety shall be parked outdoors upon any part of any Lot without the prior consent of the Trustees.

14. Tennis Courts.

14.1. The plans and specifications submitted to the Trustees for the approval of construction of any tennis court on any Lot shall include provisions for the erection of suitable screening by planting trees and bushes or by other means acceptable to the Trustees whereby the surface of said tennis courts will be screened from view from all other Lots and streets of Runnymede Subdivision, and any and all existing tennis courts on the Lots shall have such screening maintained in regard thereto.

14.2. If a tennis court to be constructed on a Lot is to have a lighting system, the plans and specifications shall include

provisions for the erection of a suitable lighting system of material and manner of construction acceptable to the Trustees, the lights of which shall have visors or shall be otherwise installed in a manner acceptable to the Trustees whereby the lights will be concentrated on the surface of said tennis court and away from all other Lots and streets of Runnymede Subdivision. Said lights shall be turned off no later than 10:30 P.M. each evening, and any and all existing tennis courts on the Lots of Runnymede Subdivision having lighting systems shall be maintained in the same manner and shall be turned off no later than 10:30 P.M. each evening.

15. Swimming Pools.

15.1. The plans and specifications submitted to the Trustees for the approval of construction of any swimming pool on any Lot shall include provisions for the erection of a suitable fence or other barrier of material and manner of construction acceptable to the Trustees and at least five (5) feet high and not more than six (6) feet high and around the entire swimming pool area, and any and all existing swimming pools on any Lot shall have such fences or such other barriers maintained in regard thereto.

15.2. The plans and specifications shall include provisions for the erection of suitable screening by planting trees and bushes and/or by other means acceptable to the Trustees whereby said swimming pool will be screened from view from all other Lots and streets of Runnymede Subdivision, and any and all existing swimming pools on any Lot shall have such screening maintained in regard thereto.

15.3. No above ground swimming pools shall be erected or maintained in Runnymede Subdivision.

16. Pool House or Cabana.

16.1. The plans and specifications submitted to the Trustees for the approval of construction of any pool house or cabana on any Lot shall include provisions that at least 40% of the total facing of the exterior wall of the pool house or cabana shall be brick or stone of the same material matching the principal structure, and the architectural style of the pool house or cabana shall be matched to resemble or otherwise be consistent with the principal structure. The square feet of the pool house or cabana shall not be less than twenty-five percent (25%) nor greater than sixty percent (60%) of the square footage of the swimming pool surface area, which does not include the deck area surrounding the swimming pool. No pool house or cabana shall be erected nearer than fifteen feet (15') to any side property line and twelve feet (12') from the back property line.

16.2. The plans and specifications shall include provisions for the erection of suitable screening by planting of trees and bushes and by other means acceptable to the Trustees whereby the pool house or cabana will be screened from view from all other Lots and streets of Runnymede Subdivision.

16.3. No pool house/cabana shall be used on any Lot at any time as a residence or sleeping facility.

17. Trustees.

17.1. The Trustees of Runnymede Subdivision shall have the following powers and authority:

A. To consider, approve or reject any and all plans and specifications for any Improvements, including but not limited to buildings, fences, tennis courts, swimming pools and pool houses/cabanas, proposed for erection on any Lot. Such approval or rejection shall be in writing and given within thirty (30) days following submission of plans and specifications to the Trustees.

B. To commence and maintain in their own name as Trustees any suit, at law or in equity, to prevent infringement of or require compliance with this Declaration or to collect any dues, assessments or damages arising out of the obligations imposed by this Declaration and to employ counsel to aid in the performance of the powers herein granted. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed in his or her own behalf where such right exists.

C. To clean up rubbish and debris and remove grass and weeds from, to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon, and to do other things necessary to prevent or correct unsightliness or untidiness on vacant or neglected Lots and the Owners thereof may be charged with the reasonable expenses so incurred. The Trustees and their agents shall not be deemed guilty of or liable for any manner of trespass for or in connection with any such actions.

D. To construct, reconstruct, maintain and repair entrance ways, common property, property adjacent to the streets and easements of all kinds situated in Runnymede Subdivision, to improve, beautify and plant trees, shrubbery and flowers thereon and maintain the same.

E. To regulate the use of, to light, police and clean streets, curbs, roadways, entrance ways, common property, easements of all kinds, storm water sewers and drainage facilities situated in Runnymede Subdivision as they see fit to do, and to do and perform any and all such other things and services in connection therewith.

F. To dedicate publicly the common property and easement rights of any portion or portions of Runnymede Subdivision thereof whenever a Majority of the Lot Owners consent thereto in writing and whenever such dedication would be accepted by a proper public agency.

G. To provide for the security of Runnymede Subdivision, including if the Trustees deem it advisable, to hire personnel to provide such security for Runnymede Subdivision.

H. To collect and remove garbage and rubbish from all Lots if a Majority of the Lot Owners desire that the Trustees perform such services for them.

I. To prescribe and enforce other and additional reasonable rules and regulations with regard to the use of Runnymede Subdivision, and otherwise provide for the public health,

safety and welfare of the Lot Owners and residents of Runnymede Subdivision.

J. To employ such labor or professional services and to purchase such property and liability insurance as may in their discretion be deemed necessary or appropriate in order to exercise the rights, powers and privileges granted to them, and in discharging the duties imposed on them, in this Declaration, and in connection therewith, to enter into and assume contracts for such purposes; provided, however, that without first obtaining the consent of a Majority of the Lot Owners, the Trustees shall not enter into any contract or commitment of any kind for an amount in excess of an amount equal to 50% of the total assessments assessed on all of the Lots with respect to the calendar year preceding the calendar year in which such contract or commitment is to be made.

17.2. The Trustees shall receive no compensation for their services as such Trustees.

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

17.4. Each of the current Trustees and each successor Trustee duly elected or appointed hereunder accepts the position of Trustee upon the condition that such Trustee shall only be required to exercise ordinary care and to use his or her best judgment in carrying out any and all of his or her duties herein prescribed.

No Trustee hereunder shall ever be held personally liable for injury to person or persons or property by reason of any act or acts of commission or omission by such Trustee, respectively or collectively.

17.5. Each Trustee shall serve for a term of three (3) years and until his or her successor is elected at the third annual meeting of the Lot Owners following the election of such Trustee; provided, however, no person shall be eligible to be re-elected as a Trustee after having served two consecutive full three (3) year terms, except that a Trustee who has served two consecutive full three (3) year terms shall again be eligible to be elected as a Trustee after one year has passed since his or her service as a Trustee. The terms of the Trustees shall be staggered so that one Trustee shall be elected at each year's annual meeting of the Lot Owners. A Majority of Lot Owners shall have the right, at any time and for any reason, to remove a Trustee from office either at a meeting of the Lot Owners or by a petition signed by a Majority of the Lot Owners and filed with the remaining Trustees. Should any Trustee be removed by the Lot Owners, resign, refuse to act or become incapacitated to perform his or her duties as a Trustee, the surviving Trustee or Trustees shall serve as the Trustees until the next annual meeting of the Lot Owners or, at the option of the surviving Trustee or Trustees, such surviving Trustee(s) may call a special meeting of the Lot Owners to elect a successor Trustee to fill the vacancy thus created and to serve until the end of the



term of such Trustee who has been removed, or who has resigned, refused to act or become incapacitated.

17.6. At each meeting of the Lot Owners for the election of Trustees or to conduct any other business, the Owners of each Lot collectively shall have one vote on each matter to be voted upon by the Lot Owners. Notice of each such meeting shall be given by the Trustees at least 10 days before said meeting (30 days before said meeting if the meeting is for the election of Trustees) by personal service or by mailing a notice of said meeting to the usual post office address of each record holder of Lots within Runnymede Subdivision. No business may be conducted at such a meeting of the Lot Owners unless at the commencement of such meeting Owners of at least 10% of all of the Lots in Runnymede Subdivision are present. In elections of a Trustee, the person receiving the most votes shall be elected a Trustee with no necessity that such person receive any specified number of votes. The Trustees shall have the authority to establish the procedures to be followed at such meetings (or any other meetings of the Lot Owners), including but not limited to the form of ballots and absentee ballots to be used; provided, however, the following procedures shall be followed at such meetings:

A. Secret ballots shall be used for the election of Trustees if more than one individual is nominated for any position as a Trustee.

B. At meetings at which a Trustee is to be elected, the notice of such meeting from the Trustees shall include the name of

a nominee for each Trustee to be elected together with a short biographical statement regarding the nominee and shall include a notice that if any Lot Owner desires to nominate another individual to be elected as a Trustee at such meeting, the Lot Owner must notify the Trustees at least ten days prior to the meeting with the name of such additional nominee together with a short biographical statement regarding such nominee. If the Trustees receive any such additional nominee(s), they promptly shall send the name(s) of such nominee(s) to each Lot Owner together with the biographical information supplied with respect to such additional nominee(s). No additional nominations may be made from the floor at the meeting.

C. Absentee ballots shall be permitted at all meetings of the Lot Owners.

17.7. Any Trustee may at any time resign as a Trustee by instrument in writing signed and acknowledged by him and filed with the other Trustees.

17.8. The Trustees are given the power to levy annual assessments for the maintenance, upkeep and improvement of any portions of Runnymede Subdivision and to cover the costs of performing any of the powers or obligations of the Trustees hereunder. The amount of the annual assessment levied against each Lot shall not exceed \$75.00 per Lot per year; provided that commencing with the assessment due in calendar year 1998, and continuing with the assessment due in calendar year 2003 and the assessment due in every fifth calendar year thereafter, the maximum

amount of the annual assessment shall be the maximum permissible annual assessment for the prior calendar year increased (but not decreased) by the percentage of increase, if any, in the Consumer Price Index of the United States Department of Labor's Bureau of Labor Statistics for all Urban Consumers, U.S. City Average, all Items, Base 1987 equals 100 (such Index hereinafter referred to as the "CPI") during the preceding 5 years (so that, for example, the maximum permissible annual assessment due in calendar year 1998 shall be equal to \$75 plus the increase, if any, in the CPI during calendar years 1993 through 1997. Any annual assessment in excess of that maximum amount must be approved by a Majority of the Lot Owners.

17.9. Notwithstanding the limitation on annual assessments set forth in Section 17.8, if the Trustees should at any time be sued for damages for personal injuries or death sustained by anyone or for damage to property sustained by anyone by reason of any act of the Trustees, or any of them, in their capacity as Trustees, the Trustees may, if the insurance company insuring and indemnifying the Trustees against loss or damage by reason of any such claim or suit, shall fail, refuse or neglect to assume the defense of such claim or suit, or shall fail, refuse or neglect to pay and satisfy any judgment rendered in such suit against the Trustees, employ attorneys to defend such suit or action or to compromise and settle, at any time, such claims, before or after suit, or after judgment, and the expenses thereof, including any amount paid in settlement or in satisfaction of any

judgment recovered against them, and interest and costs and attorney's fees and other costs of defending such action shall be assessed by the Trustees pro rata against the Lot Owners in the manner as provided herein for assessments.

17.10. Any amounts due hereunder from any Lot Owner of a Lot or any amounts which may be collected hereunder by the Trustees from any Lot Owner may be collected by the Trustees in the same manner as provided herein for assessments.

17.11. Any assessment imposed under this Declaration (pursuant to Sections 17.8 and 17.9) and other amounts due to the Trustees (as described in Section 17.10) shall be evidenced by a written or printed notice signed by the Trustees or a majority of them, or having names written or printed thereon with their authority, stating the amount of the assessment (or other amount due) and the date when payment is due. Such notice shall be served upon each Lot Owner upon whom the assessment (or payment obligation) is being made at least thirty (30) days before any payment under said notice shall be required to be made, either by delivering said notice to such Owner personally or by mailing such notice to such Owner's last known address. If any assessment or other amount due is not paid at the time set for the payment by the Trustees, the Trustees shall have the authority to file a notice of assessment (or payment due) or other appropriate document with the Recorder of Deeds for St. Louis County, Missouri. Upon the filing of any such notice, the amount due shall become a lien upon such Owner's Lot, and the Trustees shall have the right to collect the

delinquent amount, including the costs for filing such notice and the costs of attempting to collect such delinquent amount (including but not limited to reasonable attorney's fees and court costs), together with interest at the rate of 8% per annum from the date such delinquent amount was due. Each Lot upon which such a lien becomes effective shall be liable to be sold under decree of any court of competent jurisdiction in appropriate legal proceedings in like manner as if the amount so due and unpaid, with interest, costs and attorney's fees, were secured by a Deed of Trust on such Lot, to the end that out of the proceeds of such sale the amount in default (including interest, costs and attorney's fees) be raised and paid. The Owner of such Lot at the time such assessment or other payment obligation becomes due shall also be personally liable to the Trustees for the payment thereof, together with interest, costs and attorney's fees.

18. Miscellaneous Provisions.

18.1. The covenants, restrictions and other provisions set forth in this Declaration shall run with the land and shall be binding on the Owners and occupants of all of the Lots until January 1, 2010, and shall continue thereafter for successive periods of 15 years unless sooner terminated or amended by the written consent of either (a) all of the Trustees, or (b) a Majority of the Lot Owners, in either case by the execution, acknowledgment and recording of an instrument in the manner and form provided by law for the execution of instruments affecting real estate. If the termination of or amendment to this

Declaration is adopted by the consent of all of the Trustees and not by a Majority of the Lot Owners, then promptly after such adoption the Trustees shall send a copy of the termination or amendment to all Lot Owners in the same manner as provided for notices in Section 17.11, and at the next annual meeting of the Lot Owners, the Lot Owners shall vote on whether or not to ratify such termination or amendment (such ratification being by a vote of a majority of the Lot Owners represented at the meeting), and any such termination or amendment shall be effective when adopted by the Trustees but shall be cancelled if not ratified by a majority of the Lot Owners present at the next annual meeting.

18.2. All of the Lots in Runnymede Subdivision are hereby made subject to all of the covenants, restrictions and other provisions herein, and said covenants, restrictions and other provisions shall be enforceable by any party or parties now or hereafter owning any Lot or part of a Lot in Runnymede Subdivision by prosecuting 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 such provisions for the purpose of preventing them from doing so or collecting damages for such infringement or omission or both.

18.3. These covenants, restrictions, and other provisions are to be construed independently and not interdependently, and in the event that any of them shall be declared void or for any reason unenforceable, the validity and

binding effect on the other covenants, restrictions and other provisions shall not be hereby impaired or effected, nor shall they be impaired or affected by laches, waiver, estoppel or failure to enforce the breach of any such covenant, restriction, or other provision herein set forth.

18.4. Whenever the Declaration requires a matter to be approved or consented to by a "Majority of the Lot Owners," such matters shall be deemed approved or consented to when the Owners of Lots constituting a majority of the Lots approve or consent to the matter either at a duly called meeting of such Owners or by executing a document describing such matter.

18.5. To the extent that ordinances of the City of Creve Coeur deal with subject matters also covered by this Declaration (such as, but not limited to, trash collection, garage sales and dogs and cats), the Trustees shall have the right to enforce such ordinances as if such ordinances were set forth in this Declaration. If any provision of this Declaration is more restrictive than an ordinance of the City of Creve Coeur, the Trustees shall have the right to enforce the more restrictive provision in this Declaration.

IN WITNESS WHEREOF, the existing Trustees of Runnymede Subdivision have executed this Declaration as of the day and year first above written.

John D. Becker  
John D. Becker, TRUSTEE.  
Evelyn J. Henis  
Evelyn J. Henis, TRUSTEE  
Jeffrey H. Pass  
Jeffrey H. Pass, TRUSTEE

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

On this 23rd day of December, 1996, before me, Margie Sommer, a Notary Public in and for said State, personally appeared John D. Becker, Evelyn J. Henis and Jeffrey H. Pass, known to be the persons who executed the foregoing document and acknowledged to me that they executed the same for the purposes therein stated.

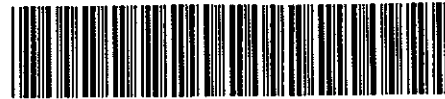
Margie Sommer  
Notary Public

My commission expires: May 5, 1997

LUHOMEMARGIE\MS1267.2  
(December 3, 1996)







\* 2007050200527 \*

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

TYPE OF INSTRUMENT      GRANTOR      TO      GRANTEE  
AMDT      FITZPATRICK SUSAN M TR ETAL

PROPERTY DESCRIPTION:      RUNNYMEDE SUBDIVISION

Lien Number

Notation

X

Locator

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

## RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI )  
SS.

COUNTY OF ST. LOUIS )

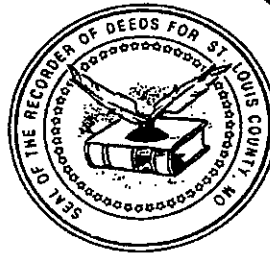
Document Number

527

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 2 day of May 2007 at 09:09 AM and is truly recorded in the book and at the page number printed above.

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

*John Reber*  
Deputy Recorder



*Janice M. Hammonds*  
Recorder of Deeds  
St. Louis County, Missouri

Mail to:

MAIL-IN RECORDING

\_\_\_ N.P.  
\_\_\_ N.P.C.  
\_\_\_ N.N.C.  
\_\_\_ N.N.I.

Destination code: 18 M

RECORDING FEE \$27.00  
(Paid at the time of Recording)



Notation

BOOK : 17534 - PAGE : 3160

SECOND AMENDMENT  
to  
AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
for  
RUNNYMEDE SUBDIVISION

THIS SECOND AMENDMENT to Amended and Restated Declaration of Restrictions for Runnymede Subdivision (the "Second Amendment") made this 25th day of April, 2007, by SUSAN M. FITZPATRICK, THOMAS DeWOSKIN and DAVID REISSIG, all of St. Louis County, Missouri (herein collectively called the "Trustees").

WITNESSETH:

WHEREAS, pursuant to a document entitled Amended and Restated Declaration of Restrictions for Runnymede Subdivision (the "Declaration") dated December 23, 1996 and recorded in Book 11038, Page 1924 of the records of the Recorder of Deeds of St. Louis County, Missouri, Runnymede Plat Nos. 1, 2, 3, 4, 5 and 6 were made subject to certain restrictions therein set forth (the Property included in all such Plats being referred to in the Declaration collectively as "Runnymede Subdivision");

WHEREAS, the Declaration was amended by First Amendment dated December 3, 2002 and recorded in Book 14456, Page 0901 of the records of the Recorder of Deeds of St. Louis County, Missouri; and

WHEREAS, the Trustees are the currently acting Trustees under the Declaration and pursuant to Section 18.1 of the Declaration, the Trustees adopted by Unanimous Consent an amendment to the Declaration as set forth below and at the next annual meeting of the Lot Owners, a majority of the Lot Owners represented at the meeting ratified such Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

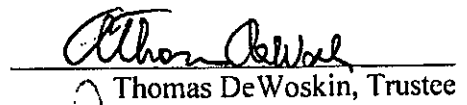
1. The last sentence of Section 17.11 of the Declaration is hereby deleted and replaced with the following two sentences:

If an assessment imposed under the Declaration is not paid within ninety (90) days of the time set for the payment by the Trustees, the Trustees shall be authorized to add a late fee of \$100 to such assessment. The Owner of such Lot at the time such assessment payment obligation becomes due shall also be personally liable to the Trustees for the payment thereof, together with interest, the \$100 late fee imposed by the Trustees, costs and attorneys fees.

2. Except as provided in this Second Amendment, all of the provisions of the Declaration, as amended by the First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the existing Trustees of Runnymede Subdivision have executed this Second Amendment as of the day herein first above written.

  
Susan M. Fitzpatrick, Trustee

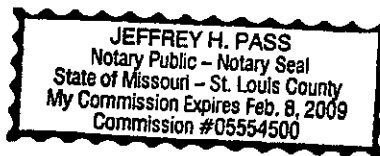
  
Thomas DeWoskin, Trustee

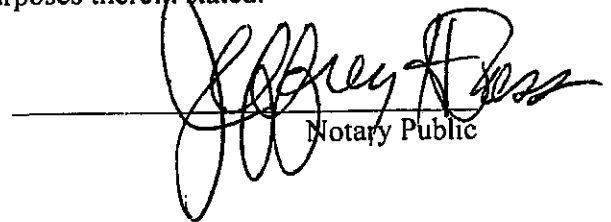
  
David Reissig, Trustee

ACKNOWLEDGEMENT

STATE OF MISSOURI )  
COUNT OF ST. LOUIS ) SS

On this 25th day, of April, 2007, before me, Jeffrey H. Pass, a Notary Public in and for said State, personally appeared Susan M. Fitzpatrick, Thomas DeWoskin and David Reissig, known to me to be the persons that executed the foregoing document acknowledged to me that they executed the same for the purposes therein stated.



  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]