

My Commission expires March 23, 1938. Emma Bieker Notary Public, City of St. Louis, Mo.
State of Missouri } So on this 31st day of August, 1937, before me personally appeared Henry
City of St. Louis } J. Henry, Jr., Adelaide P. Henry, and Royal L. Osborn, to me known to be
the persons described in and who executed the foregoing instrument and acknowledged
that they executed the same in their capacity as Trustees in their free act and deed
as such Trustees. Witness my hand and Notarial seal at my office
in the City of St. Louis, State of Missouri, the day and year last
above written. My Commission expires March 23, 1938.
Emma Bieker Notary Public, City of St. Louis, Mo.
Filed for Record Sep. 21, 1937, at 3:50 clock P.M. Gerald J. Downish, Recorder of Deeds.

(S) This deed of Amendment made and entered into this 31st day of June, 1937, by and
between the Leeds Investment Company, Party of the First Part, and Andrew S. Love,
Edward K. Lane, Jr., and Robert M. Buckley, Trustees, Parties of the Second Part, and
the undersigned owners of all the lots in Willow Hills Subdivision, hereinafter more fully described,
Witnesseth That: Whereas, Party of the First Part and Parties of the Second Part on the 31st day of
December, 1934, executed a certain deed recorded on the 12th day of April, 1935, in book 1346, page
37 of the records of the office of the Recorder of Deeds of the County of St. Louis, Missouri, for the
purpose of subdividing the property hereinafter described into tracts or lots and to create
easements upon, through and over the said property for the purposes therein set out and
for the further purpose of maintaining the said road and easements and effecting and enforcing
restrictions as to the use of said property as set out in said deed and for the
further purpose of appointing Trustees for the purposes in said deed set out, which
property is described as follows, to-wit: A tract of land in the Northeast 1/4 of Section
8 Township 45 North Range 6 East beginning on the north line of Larkin Road at its
intersection with the east line of a private road 50 feet wide known as Keweenaw Lane
laid out in Morris Nagels' subdivision, thence north along the east line of said Keweenaw
Lane 1642.71 feet to the south line of Roscher's Addition to Clayton, thence south along
said south line of Roscher's Addition to Clayton 745.06 feet to the west line of Larkin
Road, thence south along the west line of Larkin Road 1005.31 feet to the south line of
Larkin Terrace which point is 645 feet north of the north line of Larkin Road, thence
west along the north line of Larkin Terrace 411.6 feet to the northwest corner of said
Terrace, thence south along the west line of Larkin Terrace 645 feet to the north line of Larkin
Road, thence west along the north line of Larkin Road 333.43 feet to the point of beginning,
and, Whereas, it is the desire of the parties hereto to amend and supplement said deed
as aforesaid in book 1346, page 37 of the records of the office of the Recorder of Deeds
of the County of St. Louis, Missouri, in the respects hereinafter set out, Now, Therefore,
It is agreed as follows, to-wit: 1. Section Seven of said deed shall be amended and
ended by striking out the first sentence in said paragraph and substituting there
for the following: "Said trustees are hereby appointed and shall serve for the term of
their year, or until their successors shall be duly elected and qualified, but upon the
expiration of the said terms of the said trustees in December, 1937, their trustees shall
be elected by the then property owners to take the place of the trustees whose terms expire
but one of the said trustees shall be elected to serve for a term of one year, one of the
said trustees shall be elected to serve for a term of two years and one of the said trustees
shall be elected to serve for a term of three years, or until their successors shall be duly
elected and qualified; and upon the expiration of the said term of each of the latter said
trustees, a trustee shall be elected by the then property owners for a term of three years to
take the place of the trustee whose term then expires;" and said section seven is fur
ther amended by adding thereto the following "Immediately upon the execution of these
presents or as soon thereafter as it can reasonably be done, a fourth trustee shall
be appointed immediately, who shall be the ex-officio president of the Willow Hills Road

Improvement Association and who shall serve so long as he is the president of said organization. In the event that at any time in the future the property owners desire to elect only three trustees said three trustees shall have full authority to act in such capacity. The above amendment shall in no way affect the remainder of said declaration but all the other provisions therein not directly conflicting with the provisions of this amendment shall be and remain in full force and effect. 2. It is now necessary for the Trustees to re-surface the present roadways passing over and upon said property and now used for travel at a cost of not to exceed \$3,000.00 there being insufficient funds on hand to effect said immediate repair. Party of the First Part and Robert M. Buckley are willing to advance jointly sufficient cash to pay for the immediate repair work upon said road. In consideration of their so doing, the Trustees being Parties of the Second Part hereto, shall immediately come to be obligated and repairs as are necessary at a cost of not to exceed \$3,000.00 and the Trustees shall out of the assessments collected by them hereafter under the provisions of Declaration of the original deed heretofore described, repay to said Party of the First Part and Robert M. Buckley all sums of money so advanced and paid by them for the purpose of making said repairs, and the sums so paid shall bear interest from the date said sum is advanced at the rate of six per cent per annum until paid. Said Trustees shall make said repayment to said Party of the First Part and Robert M. Buckley in the proportion in which they have advanced said cost and at such time as said assessments are collected and said payment shall be made upon the presentation of proper receipts by said Party of the First Part and Robert M. Buckley to the Trustees endorsing payment by them of such costs of repairs. The payments so made out of said assessments shall be in a sum equivalent to eighty-five per cent of the assessments collected by the Trustees in each year until said sum together with interest thereon as above provided shall be fully paid. All sums of money so advanced as above provided by Party of the First Part and Robert M. Buckley is a sum not to exceed \$3,000.00 shall from the date of the payment thereof be and constitute a lien in their favor upon each lot adjoining and fronting upon said private roadway in the proportion which the frontage of each respective lot bears to the entire frontage of all lots upon said road, for the event of the failure of the Trustees to devote eighty-five per cent of the assessments hereafter collected to the payment of said sum as advanced, the Party of the First Part and Robert M. Buckley may by a suit in equity foreclose the lien or liens upon all of the said lots where and where have failed to pay to the said Trustees the full amount of the assessments due against them and their lots. Immediately upon the payment of the money above described for the purpose of making repairs by Party of the First Part and Robert M. Buckley, said Parties may file an affidavit in the office of the Recorder of Deeds of the County of St. Louis, Missouri, to the effect that the money has been used for the purposes in this deed described setting forth the legal description of the property above described and that the sum so advanced is claimed by them to be a lien upon said property under the terms of this deed. Upon final payment of all amounts due said parties by the Trustees said Party of the First Part and Robert M. Buckley shall execute proper release or releases in such form that may be recorded in the office of the Recorder of Deeds of St. Louis County so that the lien or liens herein created shall no longer be of record against said property or any part thereof; and in the event that they refuse so to do, said lien or liens may be released by an affidavit of the then Trustees of Willow Hills Subdivision setting forth that the sums advanced under the terms hereof by Party of the First Part and Robert M. Buckley have been fully paid, and recorded in the office of the Recorder of Deeds of the County of St. Louis, Missouri. 3. All terms, covenants and conditions contained in the above described deed recorded in Book 1346, page 27 shall remain in full force and effect except as herein specifically amended, In Witness Whereof the parties hereto have set their hands and affixed their seals this 2nd day of June, 1914.

Copy of Sec.
Leads Investment Co.
Said
St. Louis, Mo.

Leads Investment Company
By Andrew D. Love Vice President
Attest: Edward K. Love Jr. Secretary.

Edward K. Love Jr.
Andrew D. Love

Robert M. Beckley Trustee.

Ernest Godwin - Dorothy B. Godwin	Owner of Lot # 39
A. D. Lynch - Grace Lynch	Owner of Lot # 41
C. A. Brandon - Eugenia Brandon	Owner of Lot # 8
Frank A. Hunter - Olive Hunter	Owner of Lot # 7
Robert D. West - Gladys M. West	Owner of Lot # 36
Eugenia Weissmuth	Owner of Lot # 31
Edith A. Salisbury - Barbara B. Salisbury	Owner of Lot # 2
James A. Collum - Edythe L. Collum	Owner of Lot # 10
C. E. Eimer #4	Owner of Lot # -
Charles F. Beckley - Lorain F. Beckley	Owner of Lot # 35
F. J. O'Donnell - Ruth M. O'Donnell	Owner of Lot # 38
O. J. E. Faltmann - Vera Faltmann	Owner of Lot # 6
H. E. Osterlag - Margaret Osterlag	Owner of Lot # 5
Edna B. Morris - Mrs Helen Morris	Owner of Lot # -
Leads Investment Co by Edward K. Love Jr. Secy	Owner of Lot # 30, 32, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Margaret Carroll
Marie Nehmann per Ray Ross
Robert M. Beckley & Helen Sprout Beckley
State of Missouri } At. On this 8th day of June 1937 before me personally appeared Andrew
City of St. Louis } L. Love, to me personally known, who, being by me duly sworn, did say
that he is the Vice President of the Leads Investment Company, a Corporation of the State of
Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corp-
oration, and that said instrument was signed and sealed in behalf of said corporation
by authority of its Board of Directors, and said Andrew D. Love acknowledged said in-
strument to be the free act and deed of said corporation. In Testimony Whereof, I have
hereunto set my hand and affixed my official seal at my office
in the City and State aforesaid, the day and year last above written.

City of St. Louis, Mo. My commission expires July 23, 1939. Marie Nehmann Notary Public
State of Missouri } At. On this 8th day of June 1937, before me personally appeared Andrew
City of St. Louis } L. Love, Edward K. Love Jr. and Robert M. Beckley, to me known to be the
persons described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed as and trustees. In Testimony Whereof,
I have hereunto set my hand and affixed my official seal at my
office in the City and State aforesaid, the day and year last above written.

City of St. Louis, Mo. My commission expires July 23, 1939. Marie Nehmann Notary Public
State of Missouri } At. On this 8th day of June 1937, before me personally appeared
City of St. Louis } Ernest Godwin & Dorothy B. Godwin, his wife
A. D. Lynch & Grace Lynch, his wife
C. A. Brandon & Eugenia Brandon, his wife
Frank A. Hunter & Olive Hunter, his wife
Robert D. West & Gladys M. West, his wife
Eugenia Weissmuth, a single person
Edith A. Salisbury & Barbara B. Salisbury, his wife
James A. Collum & Edythe L. Collum, his wife
C. E. Eimer

City of St. Louis, Mo. My commission expires July 23, 1939. Marie Nehmann Notary Public
State of Missouri } At. On this 8th day of June 1937, before me personally appeared
City of St. Louis } Ernest Godwin & Dorothy B. Godwin, his wife
A. D. Lynch & Grace Lynch, his wife
C. A. Brandon & Eugenia Brandon, his wife
Frank A. Hunter & Olive Hunter, his wife
Robert D. West & Gladys M. West, his wife
Eugenia Weissmuth, a single person
Edith A. Salisbury & Barbara B. Salisbury, his wife
James A. Collum & Edythe L. Collum, his wife
C. E. Eimer

Charles T. Berkley & Lorraine M. Berkley, his wife
 R. J. O'Donnell & Ruth M. O'Donnell, his wife
 C. J. E. Fattmann & Vera Fattmann, his wife
 Leide Investment Company by Edward K. Love, Jr.
 H. G. Osterday & Marguerite Osterday, his wife
 Mrs. Helen Harris & Edwin B. Harris, her husband
 Margaret Carroll

Maria Hehmann per Ray Rossi

Robert M. Berkley & Helen M. Berkley, his wife
 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,

Copy of Seal
 Maria Hehmann
 Notary Public

I have hereunto set my hand and affixed my official seal at my
 office in the City and State aforesaid, the day and year last above written.
 My Commission expires July 23, 1929. Maria Hehmann Notary Public
 Filed for Record Sep. 9, 1927, at 9:30 o'clock A.M. Charles J. Donaworth, Recorder of Deeds.

General Warranty Deed. This Deed, Made and entered into, this Twentieth day of August
 nineteen hundred and thirty seven, by and between Emma C. Gundlach, formerly Ruth
 Gundlach, a single person and Alice G. Leachman and Arthur A. Leachman, her
 husband, as joint tenants and not as tenants in common, of the City of St. Louis,
 State of Missouri parties of the first part, and Roll H. Williams, a single person of the
 City of St. Louis, State of Missouri, party of the second part. It is covenanted, that the said
 parties of the first part for and in consideration of the sum of One and 00/100 Dollars
 paid by the said party of the second part, the receipt of which is hereby acknowledged,
 by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party
 of the second part, the following described Real Estate, situated in the County of St. Louis,
 and State of Missouri, to-wit: Lot No. 5 of Area Lot 2 of Block 5 of the Re-subdivision of Belle
 Mead Place, a subdivision of St. Louis County, Missouri, according to the plat thereof, re-
 corded in Plat Book 12, Pages 58 and 59 of St. Louis County Records, fronting 31 feet on
 the North line of Bessie Place by a depth Northwestly of 159 feet 4 3/4 inches more or
 less to the South line of Area Lot 12 of said Block and subdivision. Together with all
 improvements thereon known and numbered as 7021 Bessie Place. Subject to con-
 ditions and restrictions, if any, of record. To Have and to Hold the same, together
 with all rights and appurtenances to the same belonging, unto the said party of the se-
 cond part, and to his heirs and assigns forever. The said parties of the first part hereby
 covenanteeing that they and their heirs, executors and administrators shall and will
 warrant and defend the title to the premises unto the said party of the second part, and to
 his heirs and assigns forever against the lawful claims of all persons whomsoever, except
 ing, however, the general taxes for the calendar year 1937 and thereafter, and the special
 taxes becoming a lien after the date of this deed. In Witness Whereof, the said parties
 of the first part have executed these presents the day and year first above written.

Arthur A. Leachman
 Alice G. Leachman
 Emma C. Gundlach
 Ruth Gundlach

\$ 1.00 I. R. Stamps E. C. G. 81201 37

State of Missouri } St. On this 30th day of August, 1937, before me personally appeared
 City of St. Louis } Emma C. Gundlach and Ruth Gundlach, and Alice G. Leachman and Arthur
 A. Leachman, her husband, 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. And the said Emma C. Gundlach and Ruth Gundlach further declared themselves

Copy of Seal
 Notary Public
 City of St. Louis, Mo.

to be single and unmarried, In Testimony Whereof, I have
 hereunto set my hand and affixed my official seal in the City
 and State aforesaid, the day and year first above written.

THIS AGREEMENT, made and entered into this 4th day of March, 1954, by and between THOMAS R. COLLINS, A. SPROULE LOVE and RICHARD C. LYNCH, Trustees of the Willow Hill Subdivision, as parties of the first part, and the undersigned individuals who are owners of all of the lots in Willow Hill Subdivision, as parties of the second part,

W I T N E S S E T H:

THAT WHEREAS, by deed dated December 31, 1934 and recorded in book 1346 at page 27 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri, Leado Investment Co. constituted Andrew S. Love, Edward K. Love, Jr. and Robert M. Berkley, Trustees for the benefit of themselves and for other lot owners in the Willow Hill Subdivision (hereinafter sometimes referred to as the "Subdivision"), which Subdivision and the lots therein is set out in a plat recorded in Plat Book 22 at page 63 in said office of Recorder of Deeds and is more particularly described as follows:

A tract of land in the Northeast 1/4 of Section 8 Township 45 North Range 6 East beginning on the North line of Ladue Road at its intersection with the east line of a private road 30 feet wide known as Lorenzo Ave. laid out in Morris Hezel's Subdivision, thence north along the east line of said Lorenzo Ave. 1642.71 feet to the south line of Boschert's Addition to Clayton, thence east along said south line of Boschert's Addition to Clayton 745.06 feet to the west line of McKnight Road, thence south along the west line of McKnight Road 1005.38 feet to the north line of Ladue Terrace which point is 645 feet north of the north line of Ladue Road, thence west along the north line of Ladue Terrace 411.6 feet to the northwest corner of said Ladue Terrace, thence south along the west line of Ladue Terrace 645 feet to the north line of Ladue Road, thence west along the north line of Ladue Road 333.43 feet to the point of beginning, and

WHEREAS, the parties of the first part are the duly elected and acting successors to said original trustees named in said deed, and

WHEREAS, under the terms of said deed the Trustees have the duty of maintaining the roads and other easements for public utilities in the Subdivision, and the duty of enforcing certain restrictions on the use of the lots in the Subdivision, all as more fully set out in said deed, and

WHEREAS, such deed was amended in part by deed executed by all parties in interest on June 3, 1937, and recorded in book 1457, at page 386 of the records of the Recorder of Deeds for the County of St. Louis, State of Missouri, and

WHEREAS, the parties hereto desire to make certain changes in the restrictions imposed by said deed on the use of lots in the Subdivision and to extend such restrictions as changed beyond the date they would otherwise expire, and to change in some respects the duties and powers of the Trustees named thereunder and their successors in Trusteeship;

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STAT. 32630

See certificate filed Jan. 20, 1958 Book 3368 Page 210

NOW, THEREFORE, in consideration of the reciprocal covenants and restrictions contained herein the parties here- to agree that the aforesaid deed dated December 31, 1934 and the aforesaid deed of amendment dated June 3, 1937 shall be amended so that the provisions of such deed dated December 31, 1934, beginning with paragraph designated "One" on page two of said deed and continuing to the end of said deed shall all be superseded by the terms of this instrument and hereafter the duties and powers of the Trustees, and the restrictions, easements, charges, terms and conditions of the use of all of the lots in the Subdivision shall be as follows:

ARTICLE ONE

1.1 There shall at all times be three Trustees having the duties, powers and immunities hereinafter set forth, and each Trustee shall be elected to serve for a term of three years or until his successor has been elected and has assumed the trust, but may succeed himself in office for one or more terms. The names of the present Trustees and the dates upon which their present terms shall expire are as follows:

Thomas R. Collins, Jr. - Second Monday in January, 1955

A. Sproule Love - Second Monday in January, 1956

Richard C. Lynch - Second Monday in January, 1957

If any Trustee shall resign, die or become unqualified to act as Trustee for any reason the two remaining Trustees

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shall select a temporary successor Trustee to act until the next annual meeting of lot owners at which a regular successor Trustee shall be elected to act for the remainder of the term for which such resigned, deceased or unqualified Trustee was first elected.

The selection of a temporary Trustee shall be evidenced by an instrument in writing executed by the Trustees and acknowledged by them in the manner required by law for all instruments affecting real estate and shall be recorded within ten days after execution, and thereafter such temporary Trustee, after his acceptance of the trust, shall be vested with all the powers, duties and immunities of his predecessor in trust.

1.2 There shall be a regular meeting of the owners of the lots in the Subdivision on the second Monday of January of each year for the purpose of electing a Trustee to succeed that Trustee whose term expires on such date and to elect a successor Trustee for any Trustee who has died, resigned or become unqualified during the preceding twelve

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month period, and to act upon any other business which may be brought before such meeting. Such meeting of lot owners shall be held at a convenient place in St. Louis County to be determined by the Trustees, and all owners of record of lots in the Subdivision shall be notified by the Trustees of the time and place of such meeting in a letter mailed to them postage prepaid at their regular places of residence not more than thirty days nor less than ten days prior to the date of such meeting. The Chairman of the Trustees shall act as chairman of such meeting and the owners of three or more lots shall constitute a quorum for the transaction of business. Voting at such meeting shall be by lots, each owner of record of one or more lots in the Subdivision being entitled to one vote for each lot owned by him, and in the case of any lot which is owned by two or more persons, any one of such persons may cast the vote for such lot unless the other owner or

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owners of such lot shall object thereto. In the election of Trustees the nominee receiving a majority of the votes cast shall be elected, and if none of the nominees shall receive a majority of the votes cast on the first ballot the two nominees receiving the highest number of votes cast shall then be voted on and the nominee receiving the highest number of votes shall be elected. The chairman of the meeting of lot owners shall certify to the election of each Trustee so elected by instrument in writing executed and acknowledged in the manner required by law for all instruments affecting real estate, and shall record such certificate within ten days following such meeting, and thereafter, upon his acceptance of the trust, such Trustee shall be vested with all the powers, duties and immunities of his predecessor in trust. Any man or woman over twenty-one years of age who resides in St. Louis or St. Louis County and is mentally competent shall be qualified to act as Trustee.

1.3 Immediately following the regular meeting of lot owners the Trustees shall hold a meeting and shall elect from among themselves a chairman, a secretary and a treasurer to perform the normal and regular duties of such offices for the following year.

1.4 The Trustees named herein and who are hereinafter elected in accordance with the provisions hereof, and each of them, shall not be liable to any lot owner in the Subdivision, except for willful negligence or misconduct.

1.5 A Trustee may resign during his term of

Trusteeship by executing and acknowledging a written notice of resignation in the manner required by law for instruments affecting real estate and recording same, and serving a copy of such written notice on each of the two other Trustees, either by mailing such notice to them at their regular place of residence or delivering such notice to them in person,

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ARTICLE TWO

2.1 The Trustees shall be in charge of the maintenance of all roads, lighting systems, sewer systems and other utilities or easements which have been established or may be established in the future for the common benefit of the lot owners in the Subdivision, and shall collect from each lot owner in the Subdivision his pro rata share of the expense of such maintenance in accordance with the following procedure:

(a) Immediately following the regular meeting of lot owners in each year, the Trustees shall make an estimate of the amount of money they will need for such maintenance during such year, and shall apportion such amount among the various lots on the basis of the area contained in each lot.

(b) A written notice of the amount apportioned to each lot shall be delivered to the owner thereof by mail addressed to him at his regular place of residence within 30 days following the date of the regular meeting each year, and such notice shall constitute an assessment of the amount allocated to such lot. The amount assessed against each lot shall be due as soon as the notice of such assessment is mailed to the owner of such lot, and shall become delinquent 60 days following the date of the annual meeting of lot owners. From and after the date the amount so assessed becomes delinquent it shall bear interest at the rate of 8% per annum.

(c) Each assessment made in accordance herewith, and all interest due thereon, plus the expenses of collecting such assessment, including a reasonable amount for attorney's fee not to exceed \$100.00, may be made a lien against the lot so assessed upon the recording of a copy of such assessment duly certified to as correct by any one of the Trustees and acknowledged in the manner required by law for instruments affecting real estate. Such lien may be foreclosed, and the assessment collected together with the interest thereon

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and all expenses of collection, in the same manner as mortgages may be foreclosed. The purchaser or purchasers at any foreclosure sale shall take subject to the provisions herein, except, of course, the existing lien for the assessment in default shall be extinguished.

(d) The amount assessed against each lot shall also be a personal liability of the person or persons owning such lot at the time of assessment, and the Trustees may bring suit against such owner in any court of competent jurisdiction to collect such assessment, and if such suit is brought the obligation of the lot owner or owners shall include the costs of such action, including a reasonable amount as attorney's fee, not to exceed \$100.00.

(e) The amount so assessed against each lot shall not exceed $1/10$ of 1¢ per square foot thereof in any one year, except that where the amount collected by the Trustees in any one year is insufficient to meet the expenses of maintaining the Subdivision for such year, the Trustees may increase the assessment for the following year to make up the deficiency, provided, however, that the maximum amount which may be assessed against the lots in the Subdivision in any year shall be $1/5$ of 1¢ per square foot thereof.

2.2 It shall be the duty of the Trustees to inspect the premises of the various lots in the Subdivision from time to time, whether such lots are occupied or vacant, and to determine whether or not any dangerous or unsightly condition exists on any of such lots. The Trustees in their sole discretion may determine what condition is unsightly or dangerous and upon making such a determination shall notify the owner of the lot or lots on which such condition exists and shall direct him in writing to correct such condition. Such notice may be mailed to the lot owner, postage prepaid at his regular place of residence, or may be delivered to him in person, and shall advise him of time within which such

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condition must be corrected. If the condition so found by the Trustees is not corrected by the lot owner within the time allowed by the Trustees, the Trustees may enter upon such lot with their agents and employees and have such condition corrected and may then collect the cost of so doing from the owner of the lot on which the condition existed. If the lot owner fails to pay such cost to the Trustees within 30 days after their demand in writing has been mailed to him at his regular place of residence, or delivered to him in per-

son, such cost and the expense of collecting it, shall become a first lien on the property and may be collected by sale or by suit in the same manner as the annual assessment may be collected.

2.3 If the Trustees shall determine in their sole discretion that the reconstruction of any of the roads or other public utilities now existing or hereinafter established in the subdivision is necessary, or shall determine that any other extraordinary expense should be incurred for the benefit of the owners of lots in the Subdivision, they shall call a special meeting of lot owners of the Subdivision by mailing a notice of the time and place of such meeting to all record owners of the lots in the Subdivision at their usual places of residence not less than 10 days nor more than 30 days prior to the date of such meeting. The number of lot owners which shall constitute a quorum for such a special meeting and the method of voting thereat shall be in accordance with the practice at the regular meetings as set out above, and upon an affirmative vote of the owners of two-thirds of the lots of the Subdivision the Trustees may be authorized to proceed with the reconstruction of roads or other public utilities or with such other action as shall be decided on, and the expense of such reconstruction or other action may be incurred by them and be apportioned among the various lot owners in the same manner as the annual assessment for general

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expenses is apportioned, and the same rules set out hereinabove for collecting such annual assessment shall also apply with respect to any special assessment for the payment of the cost of reconstruction or other action authorized at such a special meeting of lot owners, PROVIDED, HOWEVER, that the maximum limit of 1/10 of 1¢ per square foot for each lot shall not apply to such a special assessment.

2.4 The Trustees shall have the duty of enforcing all restrictions on the use of the lots in the Subdivision and shall have the power to sue in law or in equity any lot owner who violates any of these restrictions, and to collect damages for the benefit of the remaining lot owners, and, if necessary, to obtain a mandatory injunction against the lot owner who is continuing to violate any of such restrictions.

2.5 In the exercise of their powers, rights and privileges, and in the discharge of their duties, the Trustees may from time to time employ such agents and servants as they may deem necessary, and employ counsel and pay the costs of

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such litigation as they may deem to be in the best interests of the lot owners of the Subdivision.

2.6 The Trustees may from time to time promulgate rules for the convenient and safe use of the roadways and driveways in the Subdivision and regulations concerning the use of other public utilities, and may provide means for the enforcement of such rules.

ARTICLE THREE

3.1 The following restrictions upon the use of each lot and tract of the Subdivision shall remain in force for a period of 25 years from and after the 31st day of December, 1954, and shall be automatically extended for another period of 25 years, unless two thirds of the lot owners shall agree in writing that the restrictions shall terminate on the 31st day of December, 1979, and such agreement shall have been executed and acknowledged in the manner

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required by law for instruments affecting real estate and recorded prior to December 31, 1977. All of the restrictions herein contained shall operate as covenants running with the land and shall be binding on the parties hereto and upon their heirs, executors, administrators and assigns.

(a) No building shall be erected upon any lot or tract of land except a single family residence and no such building shall be used for anything except a residence, except that garages may be built for the storage of automobiles if connected to the residence building.

(b) No more than one residence shall be erected on any one lot, and the various separate lots in the Subdivision shall be those indicated on the plat thereof recorded in Plat Book 22 at page 63 in the Office of the Recorder of Deeds for St. Louis County, State of Missouri.

(c) No lot shall contain less than 10,000 square feet.

(d) No residence which contains less than 18,000 cubic feet above the top of the foundation walls shall be erected on any lot. The number of cubic feet in any building shall be determined by adding the heights of the (1) first floor joists, (2) the first floor, (3) the second floor joists, and (4) the average of the second floor height and one-half of the height between the average ceiling line of the second floor to the average ridge line of the roof, and multiplying this total height by the area of the main building. No porches, open terraces or any other buildings shall be considered in making up the necessary number of cubic feet,

except that one-third of the cubic feet of garages and roofed or closed in porches may be added to the cubic contents of the main building in arriving at the total number of cubic feet.

(e) No building on any lot shall be erected at a distance of less than 75 feet from the center line of the road

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on which such lot fronts, PROVIDED, HOWEVER, that with respect to lots numbered 45, 46 and 53 the building thereon may be 63 feet from the center line of the road and with respect to lots 47 and 55 the distance may be 70 feet, and with respect to lot 54 the distance may be 65 feet. No building shall be erected at a distance of less than 12 feet from each side lot line, PROVIDED, HOWEVER, that with respect to the buildings on lots numbered 45, 46, 47, 53, 54 and 55 the distance from each side lot line may be not less than 6 feet. On those lots which are located on corners and where it is not definitely clear which is the side line and which is the front building line, and where it is clearly evident that the building line restriction would cause undue hardship and damage due to the size or shape of the lot, this provision may be altered under the circumstances by the Trustees, which alteration shall be reduced to writing and executed and acknowledged in the manner required by law for instruments affecting real estate and shall be recorded.

(f) No residence shall be erected which is less than a story and a half in height or more than 2-1/2 stories in height.

(g) No fences shall be erected on any lot except with the special permission of the Trustees.

(h) No residence of an unusual design or architecture shall be constructed and the plans for all buildings or additions to any existing buildings must be submitted to the Trustees and the lot owner must secure the approval of the Trustees in writing before he may proceed with the construction of his residence.

(i) No residence shall be heated with soft coal or any other fuel that creates an unusual or unsightly amount of smoke; anthracite coal, coke, gas or oil distillates shall be permitted.

(j) No truck, implement of construction, commercial

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BOOK 3361 PAGE 100

conveyance, vehicle or commercial facility shall be kept stored or maintained on any lot or road of the Subdivision.

(k) No sign advertising any trade, business or occupation or profession (except "For Sale" or "For Rent" signs) shall be displayed on any lot or the buildings thereon.

(l) No wild animals, livestock or fowl shall be kept or maintained in the Subdivision.

3.2 Any of these restrictions may be amended, cancelled or suspended by the agreement of the owners of two-thirds of the lots in the Subdivision evidenced by an instrument in writing executed and acknowledged as required by law for instruments affecting real estate and recorded.

ARTICLE FOUR

4.1 The present easements through said Subdivision for the benefit of the owners of the various lots therein shall be maintained and all future conveyances of any property therein shall be subject to such easements which are as follows:

(a) A 15 foot easement along the front line of each and every lot for a private roadway and for sewer lines, water lines, electric and gas lines and other public utilities.

(b) An 8 foot easement along the rear line of each and every lot for sewer lines, water lines, electric and gas lines and other public utilities.

(d) Any and all other easements not set out above, but which have been established for sewer drains, water lines, gas, electric and other public utilities.

ARTICLE FIVE

5.1 Wherever the provisions of this instrument direct the recordation of an instrument, recordation in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri, is meant.

ARTICLE SIX

6.1 The parties of the Second Part, and each of them, do covenant to recognize and conform to the restrictions

in the use of their lots as provided above, and promptly to pay any and all amounts assessed against them by the Trustees, and promptly to correct any condition on their lots determined by the Trustees to be dangerous or unsightly, and otherwise to keep all of the various covenants herein contained.

6.2 The parties of the first part, and each of them, agree to accept the trust herein contained and faithfully to execute their duties as Trustees.

IN WITNESS WHEREOF, the parties have signed their names to this instrument the day and year above written.

Lucia King O'Reilly
Daniel Elliott O'Reilly 52
- Bonville 20

T.C. Stephens 40

Spittle H. Slater

Fred Kautz

H. Hermann

Will S. Connors 24

Edith M. Connors 38

Wm. H. Wells 213

Robert B. Hestle 34

Lucy C. Hestle 54

Ellen S. Hestle 9

John H. Hestle 11

Edith Hestle (12)

Angela S. Platt

Samuel F. Platt

Miriam H. Skow

Anne F. Patton

Medred Boeger

Walter H. Boeger

Thomas R. Collins, Trustee

A. Sproule Love, Trustee

Richard C. Lynch, Trustee

Parties of the first part

Richard C. Lynch

Mary J. Meier

Edith C. C.

Carl J. C.

C. V. Burns

Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

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Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

Carl J. C.

STATE OF MISSOURI)
CITY OF ST. LOUIS) SS

On this 22nd day of December 1954, personally appeared before me JOHN DOOLY, who being duly sworn acknowledged that he executed the foregoing instrument as his free and voluntary act and deed.

John Dooly

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City of St. Louis
State of Missouri

Marie Holman
Notary Public

My Commission Expires July 23, 1955

Wm. H. Summers in
Louis F. Graves
Ann Burns
Morton L. Dearmad
Mary F. Berman
Margaret R. Hurd

My Commission Expires October 27, 1956

Mrs. H. M. Hall



Bernard J. Henson, Jr.
Meade Summers - (27)
Harvey A. Kallaf
Devin Hall
Arthur J. Kallaf
Sally Kays Herman
Sylvia C. Keil
Virginia Buckley
William E. Kensch

County of St. Louis
State of Missouri

Jean Aubuchon
Notary Public

My Commission Expires 5-4-58

Book 3361 Page 103

Mrs. Bernard J. DePechon
Charles Wm. Heil Jr.
Riley and H. Roberts Jr.

Esther
M. E. French by Est
P/A. Harris Trust
Harris, P.C.

Supp. E. Franklin
Lester D. S. and H. C. S.
Robert E. Peterson
J. Kelly
Marion C. Kelly

Marion S. Francis
Jewel B. Francis



County of St. Louis
State of Missouri

Jean Aubuchon
Notary Public

My Commission Expires 5-4-58

W. J. Randall
Alice Jane Ryckley
John L. Green
William S. Green
Mrs. T. Cal Stephens
F. B. Smith, Jr.

Bea Anne Smith
Mrs. Fred Koelling
Mr. Robert Smith

Gladys M. West
C. Brandon
Eugenia A. Brandon

Robert R. Love
GEO P. Love

Franklin J. Love
Margaret P. Collins

Paula J. MacLennan

BOOK 3361 PAGE 104

Appeared and signed before
me, this 12th day of April, 1954,
Leonora M. Allen, Notary Public
for the State of Missouri, City
of St. Louis, and adjoining
St. Louis County.

Leonora M. Allen



Levi Mitchell
Cecilia B. Taylor
Ruth Kruse
PA Rauloff
Mary Jane Rauloff
R. S. onke Brechley

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in the use of their lots as provided above, and promptly to
pay any and all amounts assessed against them by the Trustees,
and promptly to correct any condition on their lots deter-
mined by the Trustees to be dangerous or unsightly, and
otherwise to keep all of the various covenants herein con-
tained.

6.2 The parties of the first part, and each of
them, agree to accept the trust herein contained and faith-
fully to execute their duties as Trustees.

IN WITNESS WHEREOF, the parties have signed their names
to this instrument the day and year above written.

Thomas R. Collins, Trustee

A. Sproule Love, Trustee

Richard C. Lynch, Trustee

Parties of the first part

Harmon C. Smith
Martha S. Smith

County of St. Louis
State of Missouri

Jean Culberson
Notary Public

my commission expires
5-4-58



-12-

7

in the use of their lots as provided above, and promptly to pay any and all amounts assessed against them by the Trustees, and promptly to correct any condition on their lots determined by the Trustees to be dangerous or unsightly, and otherwise to keep all of the various covenants herein contained.

6.2 The parties of the first part, and each of them, agree to accept the trust herein contained and faithfully to execute their duties as Trustees.

IN WITNESS WHEREOF, the parties have signed their names to this instrument the day and year above written.

Thomas R. Collins, Trustee

A. Sproule Love, Trustee

Richard C. Lynch, Trustee

Parties of the first part

*Signed before me this 5th day
of November, 1954*

Jean Ambuckon, Notary Public

My commission expires 5-4-58

Allen Borden Bebee
Joan LaMothe Bebee

-12-

in the use of their lots as provided above, and promptly to pay any and all amounts assessed against them by the Trustees, and promptly to correct any condition on their lots determined by the Trustees to be dangerous or unsightly, and otherwise to keep all of the various covenants herein contained.

6.2 The parties of the first part, and each of them, agree to accept the trust herein contained and faithfully to execute their duties as Trustees.

IN WITNESS WHEREOF, the parties have signed their names

BOOK 3361 PAGE 106

to this instrument the day and year above written.

Thomas R. Collins, Trustee

A. Sproule Love, Trustee

Richard C. Lynch, Trustee

Parties of the first part

Henry B. Wright
Elizabeth M. Wright

County of St. Louis
State of Missouri

Jean Robinson
Notary Public

My Commission Expires 5-1-58

-17-

in the use of their lots as provided above, and promptly to pay any and all amounts assessed against them by the Trustees, and promptly to correct any condition on their lots determined by the Trustees to be dangerous or unsightly, and otherwise to keep all of the various covenants herein contained.

6.2 The parties of the first part, and each of them, agree to accept the trust herein contained and faithfully to execute their duties as Trustees.

IN WITNESS WHEREOF, the parties have signed their names to this instrument the day and year above written.

Thomas R. Collins, Trustee

A. Sproule Love, Trustee

Richard C. Lynch, Trustee

Parties of the first part

Maxine Baer

State of Missouri)ss
County of St. Louis)

On This 27th day of December, 1954,
personally appeared before me Maxine
Baer who, being duly sworn, acknowledged

that she executed the foregoing instrument as her free and voluntary act and deed.

Jean Anderson
Notary Public
My commission expires 5-4-58

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STATE OF MISSOURI

City OF ST. LOUIS } ss
and surrounding territory

On this 4th day of March, 1954, personally appeared before me Thomas R. Collins, A. Sproule Love, and Richard C. Lynch as Trustees, who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed as such Trustees.

NOTARY PUBLIC
ST. LOUIS, MO.

Senora M. Allen
Notary Public
My commission expires May 28, 1954

STATE OF MISSOURI

City OF ST. LOUIS } ss
and surrounding territory

On this 12th day of April, 1954, personally appeared before me W. J. Berkley, Alice Jane Berkley, John L. Green, Miriam S. Green, Mrs. T. C. Stephens, F. D. Seward, Jr., Jacqueline Seward, Mrs. Fred Koelling, Robert D. West, Gladys M. West, C. A. Brandon, Eugenia A. Brandon, Robert R. Cave, Ara P. Cave, Franklin J. Cornwell, Margaret P. Collins, Paula J. Madiinger, Genevieve Mitchell, Cecelia B. Taylor, Ruth Kruse, R. A. Randolph, Mary Jane Randolph, and R. Forder Buckley, who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed.

NOTARY PUBLIC
ST. LOUIS, MO.

Senora M. Allen
Notary Public
My commission expires May 28, 1954

STATE OF MISSOURI

City OF ST. LOUIS } ss
and surrounding territory

On this 4th day of March, 1954, personally appeared before me Mary Louise Lynch, Richard C. Lynch, Harriet Rench, C. R. Kruse, Mary A. Moser, Edith Coy, Jane White, C. V. Burns, Byron Moser, Jr., Carl J. Madiinger, Alice G. Kerckhoff, Alvin B. Volz, E. R. Hurd, Jr., Josephine E. Summers, James C. Taylor, John S. Skinner, Geo. A. Volz,

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J. A. Collum, Elizabeth C. Skinner, Lucia King O'Reilly, Daniel Elliott O'Reilly, J. B. Mitchell, T. C. Stephen, Lisette G. Slater, Fred Koelling, F. A. Hermann, Jr., Ruth S. Cornwell, Ruth M. O'Donnell, Mary W. Wells, Jackson B. Wells, Robert B. Huetten, Virginia C. Huetten, Alice S. Lydon, W. Preston Shaul, Otto J. Baer, Emma McF. Platt, Samuel F. Platt, Miriam K. Shaul, Anne F. Patton, Mildred Boeger, and Walter L. Boeger who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed.

Sandra M. Allen
Notary Public

My commission expires May 28, 1954

STATE OF MISSOURI }
OF ST. LOUIS } ss

On this 3rd day of May, 1954, personally appeared before me W. M. Graves, Jr., Louise F. Graves, Ann Burns, Morton R. Bearman, Mary F. Bearman, and Marjorie L. Hurd who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed.

Notary Public

My commission expires My Commission Expires October 27, 1956

STATE OF MISSOURI }
County OF ST. LOUIS } ss

On this 19th day of May, 1954, personally appeared before me Bernard J. McMahon, Meade Summers, Nanon B. Haller, D. Pierce Haller, Arthur F. Kerckhoff, Jr., Sally K. Hermann, Sylvia C. Heil, Virginia Buckley, William E. Rench, Mrs. Bernard J. McMahon, Charles Wm. Heil, Jr., Richard H. White, Jr., M.C. FRENCH, E. S. French, Sue C. Franklin, Leslie B. Franklin, Rupert E. Patton, J. W. Kelly, Marian Kelly, and Mrs. H. M. Wall, who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed.

Jean Ambushon
Notary Public

My commission expires 5-4-58

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } s

On this 16th day of December, 1954, personally appeared before me Marion S. Francis and Jewel B. Francis who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed.

Jean Aubuchon
Notary Public

My commission expires 5-4-58

STATE OF MISSOURI }
County OF ST. LOUIS } ss

On this 8th day of December, 1954, personally appeared before me Warren C. Smith and Martha S. Smith who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed.

Jean Aubuchon
Notary Public

My commission expires 5-4-58

STATE OF MISSOURI }
County OF ST. LOUIS } ss

On this 5th day of November, 1954, personally appeared before me Allen Ponder Bebee and Joan LaMothe Bebee who, being duly sworn, acknowledged that they executed the foregoing instrument as their free and voluntary act and deed.

Jean Aubuchon
Notary Public

My commission expires 5-4-58

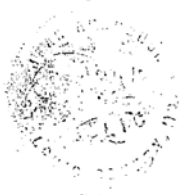


STATE OF MISSOURI }
County OF ST. LOUIS } ss

On this 13th day of December, 1954, personally appeared before me Lloyd B. Wright and Elizabeth M. Wright who, being duly sworn, acknowledged that they executed the foregoing

BOOK 3361 PAGE 110

instrument as their free and voluntary act and deed.



Jean Ambushon
Notary Public

My commission expires 5-4-58

Filed for Record Dec 30 1954 at 2:06 P. M. Gerald J. Donworth Recorder

General Warranty Deed

This Deed, Made and entered into this Thirtieth day of

December nineteen hundred and Fifty four, by and between

JOHN DOOLY, a single man,

of the City of Saint Louis State of Missouri,

part y of the first part, and

FRED W. AHLEMEYER REALTY COMPANY, a Corporation,
of the State of Missouri,

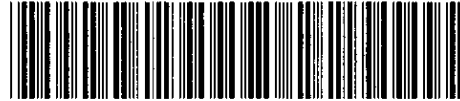
part y of the second part.

Witnesseth, that the said part y of the first part, for and in consideration of the sum of ONE HUNDRED DOLLARS and other valuable considerations paid by the said part y of the second part, the receipt of which is hereby acknowledged, do es by these presents *Grant, Bargain and Sell, Convey and Confirm* unto the said part y of the second part, the following described Real Estate, situated in the County of St. Louis, and State of

Missouri, to-wit: A tract of land in the Northeast 1/4 of Section 8, Township 45 North, Range 6 East, and more particularly described as: Beginning at a point in the Northern line of Ladue Terrace, a subdivision of record in Plat book 22 page 63 of the St. Louis County Records, distant North 89 degrees 23 minutes West 321.60 feet from the Northeast corner of said Ladue Terrace Subdivision; thence North 3 degrees 06 minutes East 146 feet to a point in the center line of proposed Willow Hill Road, 30 feet wide, the point of beginning of tract hereby described; thence North 7 degrees 34 minutes West 176.26 feet to a point; thence North 15 degrees 03 minutes East 180.50 feet to a point in the center line of proposed Willow Hill Road, 30 feet wide; thence Eastwardly along a curve to the right having a radius of 927.45 feet, a distance of 101.82 feet to another point in the center line of proposed Willow Hill Road; thence Northwestwardly having an angle to the right of 43 degrees 03 minutes to chord of center line of proposed Willow Hill Road a distance of 238.00 feet to a point; thence Westwardly, with an angle to the left of 125 degrees 56-1/2 minutes a distance of 40.0 feet to a point; thence Northwardly with an angle to the right of 86 degrees 52 minutes a distance of 159.65 feet to a point in the center line of proposed Willow Hill Road; thence following center line of road, Eastwardly along a curve to the left having a radius of 712.22 feet, 113 feet to a point in another curve in road; thence along curve to the right having a radius of 89.26 feet a distance of 174.24 feet to a point; thence along a curve to the left having a radius of 936.83 feet a distance of 397.33 feet to a point; thence along a curve to the right having a radius of 157.47 feet a distance of 264.41 feet to the point of beginning, according to a survey executed by Carr Surveying Company during June, 1948. ~~(This tract of land is situated in the Northeast 1/4 of Section 8, Township 45 North, Range 6 East, and more particularly described as: Beginning at a point in the Northern line of Ladue Terrace, a subdivision of record in Plat book 22 page 63 of the St. Louis County Records, distant North 89 degrees 23 minutes West 321.60 feet from the Northeast corner of said Ladue Terrace Subdivision; thence North 3 degrees 06 minutes East 146 feet to a point in the center line of proposed Willow Hill Road, 30 feet wide, the point of beginning of tract hereby described; thence North 7 degrees 34 minutes West 176.26 feet to a point; thence North 15 degrees 03 minutes East 180.50 feet to a point in the center line of proposed Willow Hill Road, 30 feet wide; thence Eastwardly along a curve to the right having a radius of 927.45 feet, a distance of 101.82 feet to another point in the center line of proposed Willow Hill Road; thence Northwestwardly having an angle to the right of 43 degrees 03 minutes to chord of center line of proposed Willow Hill Road a distance of 238.00 feet to a point; thence Westwardly, with an angle to the left of 125 degrees 56-1/2 minutes a distance of 40.0 feet to a point; thence Northwardly with an angle to the right of 86 degrees 52 minutes a distance of 159.65 feet to a point in the center line of proposed Willow Hill Road; thence following center line of road, Eastwardly along a curve to the left having a radius of 712.22 feet, 113 feet to a point in another curve in road; thence along curve to the right having a radius of 89.26 feet a distance of 174.24 feet to a point; thence along a curve to the left having a radius of 936.83 feet a distance of 397.33 feet to a point; thence along a curve to the right having a radius of 157.47 feet a distance of 264.41 feet to the point of beginning, according to a survey executed by Carr Surveying Company during June, 1948.)~~

Subject to existing restrictions, conditions, etc., now of record.





* 2 0 0 4 1 2 2 3 0 0 8 9 9 *

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

TYPE OF INSTRUMENT GRANTOR TO GRANTEE
AMDT WILLOW HILL SUB

PROPERTY SEC 8 T 45 R 6
DESCRIPTION:

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

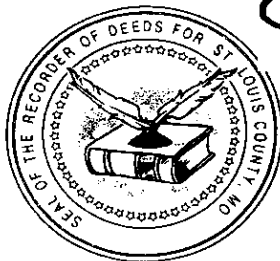
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
899

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 10 pages, (this page inclusive), was filed for record in my office on the 23 day of December 2004 at 12:57 PM 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.

Jolene Reber *MM*
Deputy Recorder



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

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

RECORDING FEE \$48.00
(Paid at the time of Recording)

Mail to:

Empty box for mail address

Destination code: P

B-16276 P-1561/1570

9.

McKnight

NOTICE OF AMENDMENT TO THE WILLOW HILL SUBDIVISION INDENTURE,

ARTICLE THREE

PUBLIC NOTICE is hereby given that this Amendment has been adopted by the duly required vote of 2/3rds of the lot owners in Willow Hill Subdivision as of April 1, 2003, which Subdivision and the lots therein is set out in a plat recorded in Plat Book 22 at Page 63 in the Office of the Recorder of Deeds for St. Louis County, Missouri. Said real estate is more particularly described as:

A tract of land in the Northeast $\frac{1}{4}$ of Section 8 Township 45 North Range 6 East beginning on the North line of Ladue Road at its intersection with the east line of a private road 30 feet wide known as Lorenzo Ave. laid out in Morris Hazel's Subdivision, thence north along the east line of said Lorenzo Ave. 1642.71 feet to the south line of Boschert's Addition to Clayton, thence east along said south line of Boschert's addition to Clayton 745.06 feet to the west line of McKnight Road, thence south along the west line of McKnight Road 1005.38 feet to the north line of Ladue Terrace which point is 645 feet north of the north line of Ladue Road, thence west along the north line of Ladue Terrace 411.6 feet to the northwest corner of said Ladue Terrace, thence south along the west line of Ladue Terrace 645 feet to the north line of Ladue Road, thence west along the north line of Ladue Road 333.43 feet to the point of the beginning, and

WHEREAS, Thomas J. Valvo, Kathryn M. Koch and Joseph A Kittnert are the duly elected and acting successors to said original trustees named in said deed;

WHEREAS, under the terms of said deed the Trustees have the duty of maintaining the roads and other easement for public utilities on the use of the lots in the Subdivision, all as more fully set out in said deed;

WHEREAS, such deed was amended in part by deed executed by all parties in interest on June 3, 1937, and recorded in book 1457, at page 386 of the records of the Recorder of Deeds for the County of St. Louis, State of Missouri;

WHEREAS, on March 4, 1954, Thomas R. Collins, A. Sproule Love and Richard C. Lynch, then Trustees of Willow Hill Subdivision, and the owners of the lots in Willow Hill Subdivision entered into an amended and restated agreement of indenture recorded in Book 3361 at page 92 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri, some of the terms of which shall terminate on the 31st day of December, 2004;

WHEREAS, by 2/3rds vote in writing of the lot owners, the following Article Three has been re-adopted and extended as provided herein, and as provided in the Agreement made and entered into on March 4, 1954 recorded in Book 3361 at Page 92 in the Office of the Recorder of Deeds for St. Louis County; and

WHEREAS, the remainder of the Agreement made and entered into on March 4, 1954 recorded in Book 3361 at Page 92 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri, shall remain in force and effect.

ARTICLE THREE

3.1 The following restrictions upon the use of each lot and tract of the Subdivision shall remain in force for a period of 25 years from and after the date set forth above, and shall be automatically extended for another period of 25 years, unless two thirds of the lot owners shall agree in writing that the restrictions shall terminate on the 31st day of December, 2028, and such agreement shall have been executed and acknowledged in the manner required by law for instruments affecting real estate and recorded prior to December 31, 2028. All of the restrictions herein contained shall operate as covenants running with the land and shall be binding on the parties hereto and upon their heirs, executors, administrators and assigns.

(a) No building shall be erected upon any lot or tract of land except a single family residence and no such building shall be used for anything except a residence, except that garages may be built for the storage of automobiles if connected to the residence building.

(b) No more than one residence shall be erected on any one lot, and the various separate lots in the Subdivision shall be those indicated on the plat thereof recorded in Plat Book 22 at page 63 in the Office of the Recorder of Deeds for St. Louis County, State of Missouri.

(c) No lot shall contain less than 10,000 square feet.

(d) No residence which contains less than 18,000 cubic feet above the top of the foundation walls shall be erected on any lot. The number of cubic feet in any building shall be determined by adding the heights of the (1) first floor joists, (2) the first floor, (3) the second floor joists, and (4) the average of the second floor height and one-half of the height between the average ceiling line of the second floor to the average ridge line of the roof, and multiplying this total height by the area of the main building. No porches, open terraces, or any other buildings shall be considered in making up the necessary number of cubic feet, except that one-third of the

cubic feet of garages and roofed or closed in porches may be added to the cubic contents of the main building in arriving at the total number of cubic feet.

(e) No building on any lot shall be erected at a distance of less than 75 feet from the center line of the road on which such lot fronts, PROVIDED, HOWEVER, that with respect to lots numbered 45, 46, and 53 the building thereon may be 63 feet from the center line of the road and with respect to lots 47 and 55 the distance may be 70 feet, and with respect to lot 54 the distance may be 65 feet. No building shall be erected at a distance of less than 12 feet from each side lot line, PROVIDED, HOWEVER, that with respect to the buildings on lots numbered 45, 46, 47, 53, 54, and 55 the distance from each side lot line may be not less than 6 feet. On those lots which are located on corners and where it is not definitely clear which is the side line and which is the front building line, and where it is clearly evident that the building line restriction would cause undue hardship and damage due to the size or shape of the lot, this provision may be altered under the circumstances by the Trustees, which alternation shall be reduced to writing and executed and acknowledged in the manner required by law for instruments affecting real estate and shall be recorded.

(f) No residence shall be erected which is less than a story and a half in height or more than 2-1/2 stories in height.

(g) No fences shall be erected on any lot except with the special permission of the Trustees or as otherwise required by law.

(h) No residence of an unusual design or architecture shall be constructed and the plans for all buildings or additions to any existing buildings must be submitted to the Trustees

and the lot owner must secure the approval of at least two of the Trustees in writing before he may proceed with the construction of his residence.

(i) No residence shall be heated with soft coal or any other fuel that creates an unusual or unsightly amount of smoke; anthracite coal, coke gas or oil distillates shall be permitted.

(j) No commercial truck, implement of construction, commercial conveyance, commercial vehicle or commercial facility shall be kept, stored, or maintained on any lot or road of the Subdivision, except as needed and when needed for the construction, modification, repair, renovation or improvement of any or all of the lots, residences, roads, and utilities of the Subdivision. No vehicle, whether personal or commercial, shall be parked on any road of the Subdivision between 2 a.m. and 6 a.m.

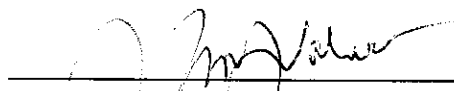
(k) No sign advertising any trade, business or occupation or profession (except for "For Sale" and "For Rent" signs) shall be displayed on any lot or the buildings thereon.

(l) No wild animals, livestock or fowl shall be kept or maintained in the Subdivision.

3.2 Any of these restrictions may be amended, cancelled or suspended by the agreement of the owners of two-thirds of the lots in the Subdivision evidenced by an instrument in writing executed and acknowledged as required by law for instruments affecting real estate and recorded.

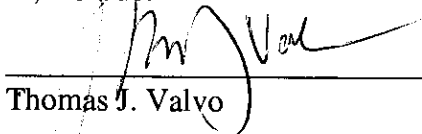
SO ADOPTED:

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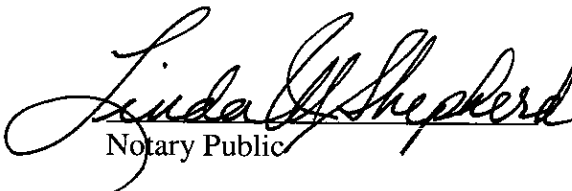

Thomas J. Valvo, Trustee, Willow Hill Subdivision
Term Expires the Second Monday in January, 2005

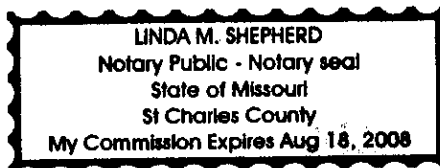
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Thomas J. Valvo, Trustee, Willow Hill Subdivision, and duly authorized to make this oath, being duly sworn, deposes and states to the best of his knowledge, information and belief, the facts set forth in the foregoing Notice of Amendment to the Willow Hill Subdivision Indenture, are true.


Thomas J. Valvo

Subscribed and sworn to before me, a Notary Public, this 20th day of December, 2004.

 My commission expires: Aug 18, 2008
Notary Public



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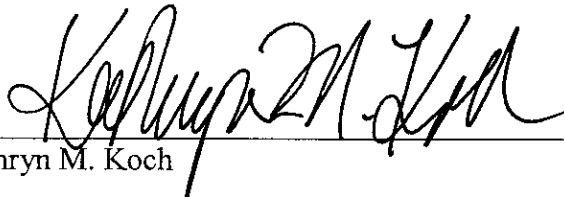
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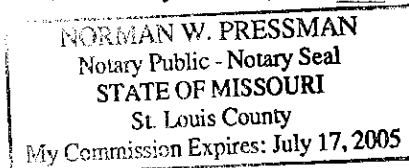
Kathryn M. Koch, Trustee, Willow Hill Subdivision
Term Expires the Second Monday in January, 2006

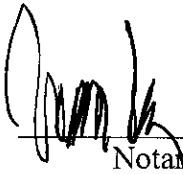
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Kathryn M. Koch, Trustee, Willow Hill Subdivision, and duly authorized to make this oath, being duly sworn, deposes and states to the best of her knowledge, information and belief, the facts set forth in the foregoing Notice of Amendment to the Willow Hill Subdivision Indenture, are true.


Kathryn M. Koch


Subscribed and sworn to before me, a Notary Public, this 22 day of December, 2004.




Notary Public


My commission expires: _____

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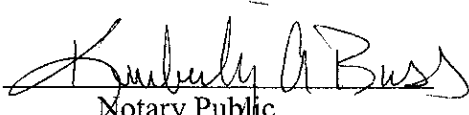

Joseph A. Kittner, Trustee, Willow Hill Subdivision
Term Expires the Second Monday in January, 2007

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

Joseph A. Kittner, Trustee, Willow Hill Subdivision, and duly authorized to make this oath, being duly sworn, deposes and states to the best of his knowledge, information and belief, the facts set forth in the foregoing Notice of Amendment to the Willow Hill Subdivision Indenture, are true.


Joseph A. Kittner

Subscribed and sworn to before me, a Notary Public, this 21 day of December, 2004.


Notary Public

My commission expires: _____

KIMBERLY A. BUSS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, ST. LOUIS COUNTY
My Commission Expires: October 19, 2006

[END OF DOCUMENT]