

DECLARATION OF RESTRICTIONS
FOR HIDDEN VALLEY FOREST PLAT I

Phase One

THIS DECLARATION is made and entered into this 27th day of September, 1991 by and between HIDDEN VALLEY FOREST PARTNERS, L.P. ("Grantor") and JOHN E. DWYER and HUGH M. CANNON, as Trustees (collectively called "Trustees").

*8490 Manchester Road
St. Louis MO 63144*

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land situated in the County of St. Louis, State of Missouri described on Exhibit A attached hereto and by this reference made a part hereof; and

482 WHEREAS, Grantor has caused said tract of land to be laid out as a subdivision consisting of ~~eight (8)~~ *six (6)* lots under the name of Hidden Valley Forest ~~Plat I~~ *Phase One* (hereinafter referred to as "Plat I"); and

WHEREAS, it is the purpose of Grantor that all of the lots in said Plat I shall be used as sites for private residences only, and that said subdivision shall be and remain a first class residential subdivision and pursuant to said purpose Grantor desires to restrict all of said lots to uses consistent with the general plan of Hidden Valley Forest; and

WHEREAS, Grantor desires to provide for the development and maintenance of roads within Plat I; and

WHEREAS, Grantor desires to establish in the Trustees sufficient authority and also sufficient right, title and interest in said tract of land to carry out the purposes of this Declaration.

NOW, THEREFORE, in consideration of the premises and of the agreement and consent of the Trustees to act as Trustees hereunder,

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Grantor, for itself and its successors and assigns, and for and on behalf of all persons who may hereafter claim or derive title to, or otherwise hold through it or its successors or assigns, any of the lots in said subdivision, or any part thereof, covenants and agrees with the Trustees, and for the benefit of the owners of said lots and each of them, as follows:

PROTECTIVE COVENANTS

1. Land Use and Building Type. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than three (3) cars and a private horse stable.

2. Architectural Control. No building of any kind shall be erected, placed or altered on any lot until the construction plans and specifications, a plan showing the location of the structure and a landscape design plan which shall show trees retained and trees to be removed within required front, side and rear yards, have been approved by the Trustees as to quality of workmanship and materials, harmony of external design and landscaping with existing structures and landscaping, and as to location with respect to topography and finish grade elevations. Approval must be in writing by the Trustees. When plans, specifications and plot plans have been approved, they must be strictly followed and adhered to and no building or structure may be changed or altered without approval of such alteration by the Trustees.

3. Dwelling Cost, Quality and Size. No dwelling that does not meet minimum cost, size and quality standards established by

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the Trustees shall be erected on any lot. The Trustees shall exercise their judgment in the matter so that homes will be fairly uniform in character. One-story homes shall contain a minimum of one thousand eight hundred (1,800) square feet of space, one and one-half story homes shall contain a minimum of Two Thousand (2000) square feet, and two story homes having living quarters on more than one floor shall contain a minimum of two thousand two hundred (2,200) square feet. The aforesaid measurements apply to heated, finished space and do not include garages or finished basement areas completely underground.

4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the fifty (50) feet minimum building setback lines shown on the recorded plat. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. A minimum side yard of twenty (20) feet must be maintained. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Such required setback areas shall be maintained in a heavily timbered condition to conform to the general character of the subdivision.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having less than three (3) acres. One dwelling may be erected on each lot as shown on the recorded plat.

6. Builder's Deposit. No construction is to begin on any building until the builder has made a deposit of Seven Hundred Fifty Dollars (\$750) with the Trustees to insure the removal from the site and the adjacent lots of any and all debris and the repair of

any damage to the subdivision improvements that may have developed during construction.

7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. If additional easements for the above purposes, including, without limitation, future water utility service, are required within the fifty (50) foot road right-of-way, the Trustees are hereby given the power to grant them, and holders of the underlying fee title hereby grant the Trustees, the right to grant said easements in their behalf.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the other restrictions provided herein, such restrictions shall be in addition to this provision and shall in no way be considered a limitation of this paragraph.

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

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Maintenance of streets, street lights at entry and intersections, and any improvements that Grantor may install are to be performed as directed by the Trustees and paid for out of funds from the assessment.

10. Signs. No sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. No signs other than the entry sign, street name and traffic signs are to be displayed in the road right-of-way. This provision does not apply to Grantor's signs while property is being developed and sold by Grantor.

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

12. Fences. No fence shall be erected, placed or altered on any lot unless approved by the Trustees. Approval shall be as provided in Section 2 - Architectural Control. All fences are to be post and rail type, are to be uniform in height and material, unless the Trustees, giving due regard to landscaping harmony, establish other permissible types of fencing. The location of fences on the lots shall require approval by the Trustees. If a

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homeowner desires a tighter fence to confine small animals or children, it is to be in addition to the post and rail fence and placed on the inside of the fence.

13. Television and Radio Aerials. No television or radio aerial may be erected that projects more than eight (8) feet above the ridge line of the house without written permission from the Trustees.

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

15. Roads. Grantor hereby establishes Hidden Valley Drive shown on the record plat of Plat I (except Alt Road, which is a St. Louis County road) as a private road for the use and benefit of all lot owners in Plat I, their successors and assigns and subject to the right-of-way for ingress and egress of adjoining land owners. The Trustees have the power to maintain and repair said roadway pursuant to the terms and conditions of the Road Maintenance Agreement of even date herewith entered into by and between Grantor

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and the adjoining land owners currently accessing their respective properties by way of Hidden Valley Drive.

The Trustees and their successors shall have power and authority to dedicate to public use the portion of Hidden Valley Drive shown on the record plat of Plat I, provided that a two-thirds (2/3) majority of the lot owners authorize such dedication and that the public authority accepting the dedication agrees to maintain such portion of Hidden Valley Drive without charge to the lot owners or adjoining land owners other than normal street and highway taxes levied on all other owners of real estate within said public authority's jurisdiction.

No easements for utilities or road purposes running from the private road in Plat I to serve any property lying outside of Plat I may be granted without unanimous permission of the Trustees.

16. Electric Service. The electric distribution facilities exclusive of necessary through facilities in Plat I shall be installed by Union Electric Company of Missouri. Lot owners are to pay Union Electric Company of Missouri for any non-standard facilities or construction required for the lot owners' service facilities in accordance with Union Electric's charges filed and approved by the Missouri Public Service Commission. The lot owner is also to pay Union Electric Company the added costs of any other non-standard facilities or construction required for the lot owners' service facilities.

17. Sewage Disposal. All sanitation facilities, baths, sinks and land drains on each lot shall be connected to a disposal system that meets the requirements of the Missouri Clean Water Commission ordinances of St. Louis County and the subdivision Trustees. No

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septic tanks or cesspools are permitted. Sewage disposal must be by an approved single-family aerobic conversion system or a system of equal quality. The effluent is to be disposed of through an evaporative field designed to accommodate the special soil, topographical and other conditions of the lot. If the Trustees feel they need professional guidance before approving individual sewage system plans, they are authorized to engage a licensed engineer and collect up to Two Hundred Dollars (\$200) from the lot owner to cover the cost of this service. If the Trustees so desire, they may set up a program of annual inspection of each installation to insure that proper maintenance and repair standards are being met. The charge for this inspection is to be paid from the annual subdivision assessment.

18. Water. Public utility water service is not presently available to Plat I. Water shall be obtained by deep wells drilled at the expense of the individual lot owners. No more than two lots may be served by water from any well. Such well drilling and water service shall meet the requirements of any governmental entities having jurisdiction thereof. At such time as public utility water service becomes available to Plat I, the Trustees shall grant such easements within the fifty (50) foot wide easement area of Hidden Valley Drive and make such assessments as may be required to provide such water service to the lot owners of Plat I and to establish fire hydrants within Plat I as required by local ordinance for fire protection of said lot owners.

In order to establish a portion of the financial resources required for future compliance with such local fire protection ordinances, as a condition of the initial sale of a lot in Plat I

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by Grantor to a third party or parties, such third party or parties shall deposit with the Trustees the sum of Two Thousand Dollars (\$2,000) to be held in a segregated interest bearing account, administered by the Trustees (the "Fire Prevention Account"). Fire Prevention Account funds shall be expended by the Trustees solely for purposes of installation of water mains and fire hydrants for Plat I as required herein provided that (i) upon completion of installation of the required mains and hydrants, any excess funds in the Fire Prevention Account and (ii) at such time as the balance of the Fire Prevention Account is deemed reasonably sufficient by the Trustees to cover the cost of such installation, any further interest accrued may be transferred to the Trustee's general operating account. In the event any lot in Plat I is sold by Grantor after such time as installation of the required mains and hydrants has been completed, the aforementioned deposit of Two Thousand Dollars (\$2,000) to the Fire Prevention Account shall be waived.

THE TRUSTEES

19. Original Trustees and Their Successors. JOHN E. DWYER and HUGH M. CANNON are the original Trustees. Upon the death, refusal to act or incapacity of any of them, the remaining Trustees or Trustee shall appoint a successor or successors who shall continue the term of the original Trustee whom he succeeds.

The Trustees named above shall serve as such until fifty percent (50%) of the lots in Plat I have been sold and conveyed. At that time, the Trustees shall be chosen by purchasers of the developed lots in Plat I; when ninety-five percent (95%) of said lots have been sold and conveyed, both of the Trustees shall be

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chosen by purchasers of developed lots and when all of the lots in Plat I have been sold, all Trustees shall be chosen by purchasers of developed lots.

The owners of the lots in the above-described property shall cause an election to be held to fill the vacancies caused by the expiration of the terms of office of the original Trustees and the newly elected Trustees shall hold their offices for staggered terms of three (3) years, the original terms of successor Trustees to be established so that the terms of such original successor Trustees shall terminate one (1) each year, so that annually thereafter lot owners shall elect one (1) Trustee to a term of three (3) years. Thereafter the office of Trustees, on becoming vacant for any reason whatsoever, shall be filled by election of the lot owners within the subdivision. Notice of the meeting for the holding of any such election shall be mailed first class to the last known mailing address of each lot owner at least seven (7) days prior to any such meeting. The owners of property shall be entitled to one (1) vote for each lot owned by him, her, it or them, and the person or persons receiving a majority of the votes cast shall be declared elected. Voting shall be by secret ballot unless no property owner present at the meeting objects to a voice vote.

Where the provisions of this trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council may, upon the petition of any concerned property owner of the subdivision, appoint one (1) or more Trustees to fill vacancies until such time as Trustees are elected in accordance with this Agreement. Any person so appointed who is not

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a resident or property owner within the subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the property in the subdivision, and which assessment shall not be subject to any limitations on special assessments contained herein.

20. Power of Trustees. The Trustees shall have the power to prevent, in their own name as Trustees, any violation of the provisions of this Declaration, to compel the performance of any restrictions set out in this Declaration or established by law and to employ counsel. This power granted the Trustees is discretionary and not mandatory.

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

22. Trustees Not To Be Compensated. Trustees and successor Trustees, other than Trustees appointed by the St. Louis County Council under Section 19 hereinabove, shall not be entitled to any compensation for services performed under this Agreement.

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

24. Majority of Trustees to Act. All trusts created by this Declaration shall vest in and inure to the benefit of and may be fully exercised by the majority of the Trustees, provided that any successor chosen or appointed to fill a vacancy as provided in this Declaration shall from and after the date of his or her acceptance of the position of Trustee be included in determining the number which will constitute a majority of the Trustees.

25. Resignation of Trustees. Any Trustee may at any time resign as such Trustee by instrument in writing signed and acknowledged by him and filed for record in the Recorder's Office of the County of St. Louis. Thereupon his successor shall be elected as herein provided.

26. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date. These covenants will be automatically extended for successive periods of ten (10) years unless cancelled by instrument duly recorded by a majority of the owners of the lots after the original twenty (20) year period.

27. Amendments. This Declaration may be amended from time to time by written instrument signed by the owners of two-thirds (2/3) of the lots of Plat I or by vote of a two-thirds (2/3) majority of

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the lots owners at a meeting duly called for such purpose, provided that any such amendment shall require the written concurrence of Grantor so long as it is the owner of more than one (1) lot in Plat I, and provided, further, that the amendment of any provision hereof with respect to road maintenance shall require the written approval of the Planning Director of St. Louis County. Notice of the time, place and date of such meeting and of the proposed amendment shall be mailed by the Trustees by first class mail, postage prepaid, to all lot owners at their last known address at least ten (10) days prior to the date of such meeting. The owner or owners of lots shall be entitled to one (1) vote for each lot owner. A quorum shall consist of owners of at least fifty percent (50%) of all lots. Voting shall be by secret ballot unless no property owner present at the meeting objects to a voice vote.

28. Assessment. In order to pay necessary expenses of the Trustees in performing their duties hereunder and under the terms of the Road Maintenance Agreement for Ridden Valley Drive, the Trustees shall each year determine the total amount require for such purposes and establish an assessment on each lot in Plat I sufficient to provide the amount so determined to be required, provided that such assessment shall not exceed Four Hundred Dollars (\$400) per lot per year, except as otherwise provided under the terms of the Roadway Maintenance Agreement for Hidden Valley Drive. Notwithstanding the previous sentence, the Trustees may, upon the written approval of two-thirds (2/3) of the lot owners in Plat I establish and propose a special assessment which may exceed the aforementioned maximum assessment in order to enable the Trustees to undertake special improvements or repairs within Plat I.

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which would otherwise be beyond the scope of the annual assessment. The Trustees shall notify each property owner of the amount of such assessment and payment shall be due within sixty (60) days of such notice. If the assessment is not paid within such sixty (60) day period, the Trustees are empowered to file notice of assessment in the Recorder's Office of St. Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust. The assessment shall bear interest at the rate of eight percent (8%) per annum from the date payment become due. Such lien shall be prior and paramount to all subsequent filed liens against the property described in said notice, excepting only general and special real estate taxes. The Trustees are authorized and empowered to institute suit in law or equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, costs of court and an additional amount of Five Hundred Dollars (\$500) as attorney's fees, in each and every case. The maximum regular assessment of Four Hundred Dollars (\$400) per year shall be increased to reflect the increase, if any, in the cost of living based on the United States Bureau of Labor Statistics Living Standard Index as of January 1, 1977. The maximum assessment shall be increased or decreased by the same percentage as the increase or decrease in said Index, provided further, however, the same maximum assessment shall be at no time decreased to a sum less than Four Hundred Dollars (\$400) per lot per year. If said Index shall no longer be published, then another

index generally recognized as authoritative shall be substituted by the Trustees.

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

30. Successors. This Declaration shall be binding upon the Grantor, its successors and assigns, as owner of lots in Flat I.

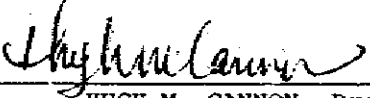
32. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has caused this Declaration to be executed and the Trustees have joined in execution of same to evidence their acceptance of the trusts hereby created.

GRANTOR

HIDDEN VALLEY FOREST PARTNERS, L.P.

By: HIDDEN VALLEY FOREST
DEVELOPMENT CO., INC.,
General Partner

By 
HUGH M. CANNON, President

TRUSTEES

John E. Dwyer
JOHN E. DWYER

Hugh M. Cannon
HUGH M. CANNON

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

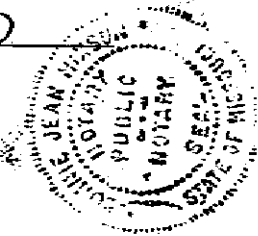
On this 27th day of September, 1991, before me personally appeared HUGH M. CANNON, President of HIDDEN VALLEY FOREST DEVELOPMENT CO., General Partner of HIDDEN VALLEY FOREST PARTNERS, L.P., a Missouri limited partnership, to me known, and acknowledged said instrument to be the free act and deed of said partnership.

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.

Bonnie Jean Hixon
Notary Public

My commission expires:

BONNIE JEAN HIXSON
NOTARY PUBLIC STATE OF MISSOURI
COUNTY OF ST LOUIS
MY COMMISSION EXPIRES MAR. 22, 1992



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

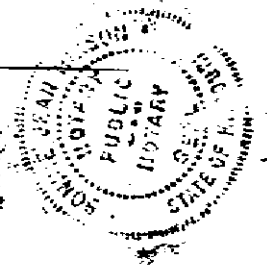
On this 27th day of SEPTEMBER, 1991, before me personally appeared JOHN E. DWYER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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.

Bonnie Jean Hudson
Notary Public

My commission expires:

BONNIE JEAN HUDSON
NOTARY PUBLIC STATE OF MISSOURI
COUNTY OF ST. LOUIS
MY COMMISSION EXPIRES MAR. 22, 1992



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

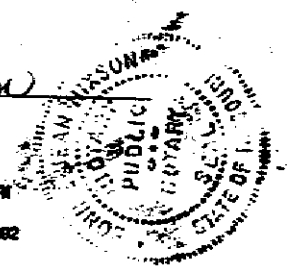
On this 27th day of SEPTEMBER, 1991, before me personally appeared HUGH M. CANNON, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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.

Bonnie Jean Hudson
Notary Public

My commission expires:

BONNIE JEAN HUDSON
NOTARY PUBLIC STATE OF MISSOURI
COUNTY OF ST. LOUIS
MY COMMISSION EXPIRES MAR. 22, 1992



251KCK



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

B.J. McMahon, Jr.
 Director of Revenue



RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

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

STATE OF MISSOURI)
 COUNTY OF ST. LOUIS) SS

91 SEP 27 PM 3:29

RECORDER OF DEEDS
 ST. LOUIS COUNTY, MO.

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

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

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

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

By *Frank J. Kresley*
 Deputy Recorder



BOOK 3096 PAGE 1651

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

END OF DOCUMENT
Do Not Remove This Page

POSTAGE \$ _____

RECORDING
 FEES

DOCUMENT \$ 56.00

STATE USER \$ 4.00

FARE FUNDS 3.00

TOTAL \$ 63.00

RECORDED
 ST. LOUIS COUNTY, MO.
 91 SEP 27 1991

3 Destination Code

000482 SEP 27 91

Notation

**RESTRICTION AGREEMENT FOR
HIDDEN VALLEY ACRES**

This Agreement made and entered into this 12th day of October, 1992, by and between Malcolm Miller, (hereinafter called "Grantor"), and Ed Holthaus, Sr., Ed Holthaus, Jr., and Jill F. VonGruben as Trustees (hereinafter called "Trustees").

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land situated in the County of St. Louis, State of Missouri, described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor has caused said tract of land to be laid out as a subdivision under the name of Hidden Valley Acres; and

WHEREAS, it is the purpose of the Grantor that all the lots in said subdivision shall be and remain a first class residential subdivision and pursuant to said purpose Grantor desires to restrict all of said lots to be used consistent with the General plan of said subdivision; and

WHEREAS, Grantor desires to establish in the Trustees sufficient authority and also sufficient right, title and interest in said tract of land to carry out the purposes of the Agreement; and

NOW, THEREFORE, in consideration of the premises and of the Agreement and consent of the Trustees to act as Trustees hereunder, Grantor, for itself and its successors and assigns, and for and on behalf of all persons who may hereafter claim or derive title to, or otherwise hold through it or its successors or assigns, any of the lots in said subdivision, or any part thereof, covenants and agrees with the Trustees, and for the benefit of the owners of said lots and each of them, as follows:

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PROTECTIVE COVENANTS

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for permanent single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than four (4) cars, without prior approval from the Trustees.

2. **DWELLING COST, QUALITY AND SIZE.** No dwelling that does not meet minimum cost, size and quality standards established by this instrument shall be erected on any lot. The minimum sizes for homes shall be as follows: Ranch or one-story homes, two thousand two hundred (2200) square feet; one-and-a-half story, two thousand six hundred (2600) square feet, with a minimum of 2000 square feet on the first floor; and two-story, two thousand eight hundred (2800) square feet, with a minimum of 2000 square feet on the first floor.. The aforesaid measurements apply to heated, finished living space and do not include garages or finished basement areas. Carports will not be allowed, either attached or detached, on any lot in Hidden Valley Acres. Each home must be completed twelve (12) months after construction begins. All private driveways and parking areas must be finished to blacktop or concrete within 18 months from the date of

beginning of construction.

3. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having less than three (3) acres.

4. **BUILDING LOCATION.** The building line on all lots in Hidden Valley Acres shall be as required by St. Louis County Zoning Ordinance unless a variance is granted by St. Louis County and then the building line shall be that distance granted by St. Louis County. No dwelling shall be located on any lot nearer than fifty (50) feet to the rear lot line. A minimum side yard of twenty (20) feet must be maintained. For the purpose of the covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. **FENCING.** All fences installed in front of the rear line of the home, shall be made of wood and must be approved by the Trustees prior to installation. Fencing behind the home may be of a metal type, but all posts outside the woods must be wood. No barbed wire fencing may be used outside of the woods on any lots. Cyclone fencing may be installed in back yards and not on wood posts, a maximum of four (4) feet tall, except for a dog run, which shall not exceed eight (8) feet wide by twenty (20) feet long by six (6) feet high, if approved by the Trustees.

6. **VARIANCE.** The Trustees may grant a variation from these regulations when their strict application would result in extreme practical difficulties and undue hardships by reason of the unusual shape of a specific parcel of property or exceptional topographic conditions. In granting any variance or modification, the Trustees may prescribe such conditions as will secure the objectives of these regulations.

7. **BUILDER'S DEPOSIT.** No construction is to begin on any building until the owner has made a deposit of Five Hundred Dollars (\$500.00) with the Trustees to insure removal from the site, and the adjacent lots, of any and all debris and the repair of any damage to the subdivision improvements that may have developed during construction, especially to the road.

8. **EASEMENTS.** Easements for installation and maintenance of utilities reserved as shown on the recorded plat. These easements may be used by utilities to extend services thru Hidden Valley Acres to other surrounding properties, as long as the services are installed underground.

9. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the other restrictions provided herein, such restrictions shall be in addition to this provision and shall in no way be considered a limitation of this paragraph.

DOGS AND OTHER ANIMALS. If, in the opinion of the Trustees, any dogs or other animals are considered a constant nuisance to the residents of this subdivision, the Trustees are hereby authorized to inform the owner that their animal must be contained at all times. If the owner refuses to contain the animal, there shall be a fine of \$25 per day for each day the animal is not

confined. If, in the opinion of the Trustees, the animal is such a nuisance and the owners are unwilling to cooperate, the Trustees can request that the owners dispose of the animal and remove it from the subdivision entirely. The purpose of this restriction is not to contain every animal but, mainly, to control dogs that are constantly barking, growling at or jumping on people or causing destruction to private property or in any way interfering with the freedom of the residents in their enjoyment of their property.

10. MAINTENANCE OF PROPERTY. Lot owners are obligated to care for their property and to keep it free from unsightly accumulations of debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this Agreement. The Trustees are hereby empowered to clean up the waste and debris. The owners of said property may be charged with reasonable expenses incurred. The Trustees or officers, agents or employees shall not be deemed guilty or liable for any trespass in any action taken pursuant to the powers herein granted.

11. SIGNS. No sign of any kind shall be displayed to public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent. This provision does not apply to Grantor's signs while property is being developed and sold by Grantor.

12. ANIMALS. No horses will be allowed in this subdivision. No other animals other than a reasonable number of household pets may be kept by any lot owner. The Trustees shall have the right and authority to establish what is a reasonable number of pets.

13. TELEVISION AND RADIO AERIALS. No television or radio aerial may be erected that projects more than 8 feet above the ridge line of the house without written permission from the Trustees.

14. SATELLITE DISHES. All satellite dish locations and colors must be approved by the Trustees prior to installation. They must be either black, dark green or dark brown in color and of mesh design, not solid. The property owner must put a stake in the ground indicating the desired location and submit a plat to the Trustees, showing the proposed location on their property. The Trustees understand that trees cannot be in the path of the satellite signal, however, it is their duty to see that it is in a location to keep it most restricted from the view of the road and the adjoining neighbors. The Trustees shall have the authority to determine the location of the satellite dish.

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

16. ALL TERRAIN VEHICLES AND MOTORCYCLES. 3-wheel and 4-wheel all terrain

vehicles and motorcycles are banned from all private property in this subdivision, except motorcycles may be used by licensed drivers to enter or leave the subdivision on a licensed motorcycle for transportation only. Joy riding is prohibited. For any violation of this restriction there will be a fine of \$25 per occurrence, with a maximum of \$25 per day, charged to the family that owns the vehicle or to the family of the driver of the vehicle, whichever is a resident of the subdivision. Anyone allowing a guest to bring their vehicle to the subdivision and to drive it in the subdivision shall sustain the same fine.

17. OUTSIDE STORAGE. Nothing shall be stored on a lot outside of a building except firewood, unless it is behind a sight-proof fence as approved by the Trustees. This includes boats, motor homes, campers, trailers, unlicensed cars or trucks or licensed vehicles that are not driveable, construction equipment, tractors or snow removal equipment, piles of brick, rock or stone, etc. In other words, the only thing that can be stored outside in view of the public is firewood. Any covering on the firewood must be clear plastic, dark green or black plastic, and any other colored plastic is unacceptable.

18. PROPANE TANKS. All propane tanks must be enclosed within wooden sight-proof fences, so they are not seen from the roads or by the neighbors. This may be a 3-sided fence if there are no neighbors to the rear of the lot. The fence plans must be approved by the Trustees prior to installation.

19. ELECTRIC SERVICE. The electric distribution facilities exclusive of necessary through facilities in Hidden Valley Acres shall be installed by Union Electric Co. Lot owners are to pay the electric company for any non-standard facilities or construction required for the lot owners service facilities in accordance with electric company charges filed and approved by the Missouri Public Service Commission. The lot owner is to pay the electric company a fee per foot beyond the designated service connection point on the building, whichever is greater, and if rock is encountered while installing the service lateral the lot, owner is to pay the additional cost of going through rock at a cost per foot charge established by the Missouri Public Service Commission. Also, the lot owner is to pay the electric company the added costs of any other non-standard facilities or construction required for the lot owners service facilities.

20. SEWAGE DISPOSAL. All sanitation facilities, baths, sinks and land drains on each lot shall be connected to a disposal system that meets the requirements of the Missouri Clean Water Commission, rules and regulations of St. Louis County and the subdivision Trustees. Sewage disposal must be by an approved, single-family aerobic conversion system or a system of equal quality. No further subdivision of lots to less than 3 acres per home will be allowed without a central sewer system.

THE TRUSTEES

21. ORIGINAL TRUSTEES AND THEIR SUCCESSORS. Ed Holthaus, Sr., Ed Holthaus, Jr., and Jill F. VonGruben are the original Trustees. Upon the death, refusal to act or incapacity of any of them, the remaining Trustees or Trustee shall appoint a successor or successors, who shall continue the term of the original Trustee whom he/she succeeds.

The Trustees named above shall serve as such until both of the lots in Hidden Valley Acres have been sold and conveyed. At that time, the two owners of the lots shall designate 3 trustees to replace the original trustees.

22. **POWER OF TRUSTEES.** The Trustees have the power to prevent, in their own name as Trustees, any violation of the provisions of this Agreement, to compel the performance of any restrictions set out in the Agreement or established by law and to employ counsel. The Trustees may impose fines as outlined under "Enforcement." This power granted the Trustees is discretionary and not mandatory.

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

24. **TRUSTEES NOT TO BE COMPENSATED.** Trustees and successor Trustees, other than Trustees appointed by the St. Louis County Court under paragraph 22 hereinabove, shall not be entitled to any compensation for services performed under this Agreement.

25. **COMPLIANCE WITH REGULATIONS.** Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the subdivision may become a part.

26. **MAJORITY OF TRUSTEES TO ACT.** All trusts created by this Agreement shall vest in, and inure to the benefit of, and may be fully exercised by the majority of the Trustees.

27. **RESIGNATION OF TRUSTEES.** Any Trustee may at anytime resign as such Trustee by instrument in writing, signed and acknowledged by him/her and another Trustee, and kept with the trust records of Hidden Valley Acres. Thereupon, his successor shall be appointed by the other two trustees.

28. **TERMS.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date. These covenants will be automatically extended for successive periods of ten (10) years unless cancelled by instrument duly recorded by a majority of the owners of the lots after the original twenty (20) year period.

29. **AMENDMENTS.** This Agreement may be amended from time-to-time by written instrument signed by the owners of fifty-one percent (51%) of the lots of Hidden Valley Acres.

30. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein either to restrain violations or to recover damages. Proceedings shall be instituted by the Trustees or lot owners. The subdivision Trustees shall be

entitled to recover from violating owners legal fees, costs and expenses incurred in the enforcement of this Agreement against such violating lot owners.

The Trustees may institute a fine of up to \$30 per day for any violation of this indenture that has not been rectified within a reasonable period of time as specified by the Trustees. The Trustees shall give written notice to such violating owner and shall specify a period of time in which to rectify the problem before any fines may be instituted. The Trustees shall designate a time period at their discretion to suit the situation, and it may be from 7 days to 30 days or longer, depending on the amount of time it would reasonably take to correct the problem, weather being taken into account if it could be an obstacle. The fine shall be billed monthly and shall be delinquent 30 days after billing, with interest accruing after the due date.

31. SUCCESSORS. This Agreement shall be binding upon the Grantor, its successors and assigns, as owners of lots in Hidden Valley Acres.

32. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The Grantor has caused this Agreement to be executed by its duly authorized officer and the Trustees have joined in execution of the same to evidence their acceptance of the trusts hereby created.

GRANTOR:

X Melcolm Miller
Melcolm Miller

TRUSTEES:

Ed Holtzhaus, Sr.
Ed Holtzhaus, Sr.

Ed Holtzhaus, Jr.
Ed Holtzhaus, Jr.

Jill F. VonGruben
Jill F. VonGruben

STATE OF KANSAS)
County of Sedgwick) SS.

On this 5th day of October, 1992, personally appeared before me Malcolm Miller, who, being by me duly sworn, did state that he executed the foregoing Agreement as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Patricia M. Hajek
Notary Public

My commission expires _____

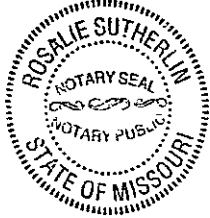
STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 12th day of October, 1992, personally appeared before me Ed Holthaus, Sr., Ed Holthaus, Jr., and Jill F. VonGruben, who, being by me duly sworn, did state that they executed the foregoing Agreement as their free act and deed as Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rosalie Sutherlin
Notary Public

My commission expires: 3-4-96



ROSALIE SUTHERLIN
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES MAR. 4, 1996
ST. LOUIS COUNTY

WD\KEEP\RESTRICT.HVA

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

VOLZ

ENGINEERS • LAND PLANNERS • LAND SURVEYORS

LAND SURVEY DIVISION
RICHARD W. NORVELL, R.L.S. PRESIDENT

August 5, 1992

CF

RE: Original Parcel
89-3170

A tract of land being part of the Northeast Quarter of Fractional Section 26, Township 44 North -
range 3 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the most Eastern corner of Lot 4 of "Hidden Valley Forest Phase One", a subdivision according to the plat thereof recorded in Plat Book 307, Page 33 of the St. Louis County Records; thence North 89 degrees 44 minutes 52 seconds West 744.01 feet along the North line of said Lot 4 to the centerline of a 20 foot wide road easement; thence Northwestwardly along said centerline, the following courses and distances: North 38 degrees 45 minutes 02 seconds West 9.69 feet, North 54 degrees 32 minutes 02 seconds West 84.55 feet, North 80 degrees 47 minutes 02 seconds West 192.75 feet, North 64 degrees 00 minutes 02 seconds West 136.80 feet, North 35 degrees 59 minutes 02 seconds West 98.56 feet, North 54 degrees 23 minutes 02 seconds West 87.25 feet, North 49 degrees 02 minutes 02 seconds West 150.38 feet, North 77 degrees 16 minutes 08 seconds West 109.98 feet and North 34 degrees 24 minutes 13 seconds West 51.08 feet to the South line of property conveyed to Glen E. Boyd by deed recorded in Book 7488, Page 433 of the St. Louis County Records; thence South 89 degrees 45 minutes 00 seconds East 1516.41 feet along said South line of Boyd property and along the South line of property conveyed to Angus T. Lochhead by deed recorded in Book 6394, page 1482 of the St. Louis County Records to the Southeast corner thereof; thence South 00 degrees 44 minutes 43 seconds West 439.68 feet to the point of beginning and containing 11.858 acres according to a survey by Volz Engineering & Surveying, Inc., dated April 28, 1992.



Richard W. Norvell, President
Land Survey Division
Mo. Reg. L.S. #1437

BOOK 9522 PAGE 1966



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

Michael D. McIver
 Director of Revenue



RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

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

STATE OF MISSOURI)
 COUNTY OF ST. LOUIS) SS
 FILED FOR RECORD

92 NOV 19 AM 11: 30

RECORDER OF DEEDS
 ST. LOUIS COUNTY, MO.

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

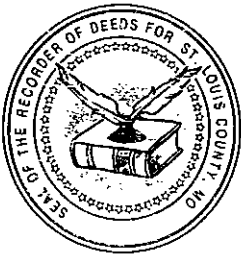
I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated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

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

Daniel T. O'Leary

Recorder of Deeds
 St. Louis County, Missouri

By *Frank J. Kreschky*
 Deputy Recorder



BOOK 9522 PAGE 1967

POSTAGE \$ _____

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

END OF DOCUMENT
Do Not Remove This Page

RECORDING
 FEES

DOCUMENT \$ 2.90
 STATE USER \$ 4.00
 FAHF FUND \$ 3.00

RECORDER OF DEEDS
 ST. LOUIS COUNTY, MO.
 FILED FOR RECORD

Destination
 Code

000672 NOV 19 82

Notation

9 TOTAL

\$

26.00