

344

TRUST AGREEMENT  
AND  
INDENTURES  
OF

STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
FILED FOR RECORD

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*Jim E. Fawke*  
RECORDER OF DEEDS

PARK HUNTINGTON

A SUBDIVISION OF THE COUNTY OF ST. LOUIS, MISSOURI

THIS INDENTURE, made this 25th day of June, 1973,

by and between ST. LOUIS FEDSERVICE CORPORATION, party of the  
First Part, sometimes hereinafter designated as the "Owner" and T.O. McNEARNEY,  
FRANK J. MICELI, & JOS. J. MICELI, all of the County of St. Louis, State  
of Missouri, Parties of the Second Part, sometimes hereinafter designated as "Trustees":

WITNESSETH, That:

WHEREAS, the Owner has fee simple title of a tract of land situated in the  
County of St. Louis, State of Missouri, described in Exhibit A attached hereto and made  
a part hereof, said land being sometime herein called "Project" to with:

WHEREAS, the Owner intends to cause the above described tract of land to  
be subdivided, under various subdivision Plats under the name of Park Huntington,  
said plats to be recorded in the office of the Recorder of Deeds of the County of St. Louis,  
State of Missouri;

WHEREAS, there has been or will be designated and recited on said plats certain  
easements which have been or will be provided for the purpose of constructing, maintaining,  
and operating sewers, pipes, poles, wires and other facilities and public utilities for  
the benefit of the owner or owners of the lots shown on said plat; and for the use of such  
others as may later be designated by the Party of the First Part herein;

WHEREAS, it is the purpose and intent of the Owner and of the Trustees  
that each such subdivision shall be and remain a first class single family residential  
subdivision; and

WHEREAS, it is the purpose and intention of this Indenture to preserve  
project as a restricted neighborhood and to protect the same against certain uses by  
the adoption of a common neighborhood plan and scheme of restrictions, and to apply

that plan and restriction not only to all of said land and every parcel, and all "Common Land" but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said areas.

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereinafter termed "Restrictions" are made jointly and severally for the benefit of all persons who may purchase, hold, or own, from time to time, any of the several lots covered by this instrument; and whereas Party of the First Part intends to establish part of project, ad "Common Land" for the joint and common use of persons owning title to any lots created by the Subdivision of Projects, and for the joint and common use of lot owners claiming under such persons;

NOW, THEREFORE, in consideration of these premises and the sum of One Dollar (\$1.00) to them in hand paid by the Parties of the Second Part, the receipt of which is hereby acknowledged, and with the agreement and consent of the Parties of the Second Part to act as Trustees hereunder, the Owner hereby imposes the restrictions herein on the property above described, and do hereby create and grant unto said Trustee and their successors in trust, the rights, powers, duties, and authorities hereinafter set forth.

Each of said Parties of the Second Part and their successors duly elected or appointed, accept the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful acts or willful default and not one for the other or others, and upon the further conditions that no Trustee or his successor hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by such Trustees individually or collectively.

1. The provisions of this paragraph 1 are subject to the terms of paragraph 23 hereof. The Trustees named above shall serve for a term of three (3) years expiring the first Monday in the month of January, 1976. Upon the expiration of said respective terms, the said Trustees named herein shall have the right to designate their successors in office, which successors shall thereafter serve for a period of two years from the date of their respective appointments, after which time the Trustees hereunder shall be elected in the manner hereinafter provided. If at any time during the original

three (3) year term or the succeeding two (2) year term of said Trustees, should any of said Trustees die or cease to reside in either the City or County of St. Louis, or decline to act or become incompetent by reason of sickness or other cause be unable to discharge the duties or avail themselves of or exercise, the rights or powers hereby granted or bestowed, it shall be the duty of the survivor or remaining trustees to appoint additional trustees to bring the total number of Trustees to three (3). Said survivor or remaining Trustees to have sole and exclusive discretion in the appointment of said successor trustees. Said successor Trustees shall avail themselves and exercise the rights and powers hereby granted and bestowed. At the end of the original three (3) year period and the succeeding two (2) year period (five (5) years hence) said Trustees or their survivors shall as soon as reasonably may be, to call a meeting of all the then owners of said lots, to be held at a convenient place in the City or County of St. Louis, first given ten days' written or printed notice of the time and place of such meeting. Said notice to be served by any of the methods provided hereinafter with respect to payment of the annual assessment required by the Trustees; that thereupon such of the owners as attend said meeting shall select a chairman and proceed by a vote or ballot to elect three (3) Trustees; the owner or owners of said lots being entitled to one vote for each full lot owned, which vote may be cast in person or by proxy; that the person or persons receiving the highest number of votes or ballots shall be deemed elected, and shall, upon his or their acceptance in writing, at once and by force of this Indenture, be subject to all of the duties and restrictions by this Indenture imposed, succeed to, be vested with, and possess and enjoy, as a joint tenant, but not as a tenant in common, with the other Trustees, all the estate, rights, interest, privileges and powers by this Indenture granted to his or their predecessor; that elections, as aforesaid, shall be held every two years on the first Monday in the month of January, or as often as a vacancy occurs, until the expiration of this agreement. Should such survivor or remaining Trustees refuse or fail to call such meeting within sixty (60) days after the occurrence of such vacancy or should all the Trusteeships be vacant at the time, then such meeting shall be called by the owner or owners of any four of said lots, who shall give a like notice thereof, served as aforesaid.

2. Owners hereby reserve and assign to Miceli Builders, Inc., its successors and assigns, the right to receive and retain any money consideration that may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, or street lights, roads, streets, recording fees, subdivision fees, legal and court fees, consultation fees in said Subdivision. Owners reserve and assign to Miceli Builders, Inc., its successors and assigns, the right to receive and retain any money considerations or money damage payments for any easement let or condemnation awards as to any streets or common areas in said subdivision. Said monies or money damages to be for the sole use and benefit of said Miceli Builders, Inc., unless and provided same is not expressly assigned and transferred by said Miceli Builders, Inc. to others.

3. The streets described in any plat heretofore or hereafter recorded, subdividing any part of project, shall be public streets, if the legend on any such plat dedicated the streets shown thereon to public use.

4. The owner hereby invests the Trustees, and their successors in office, with all the rights, powers, and authority contained in this Indenture, and with the following rights, powers, and authority:

(a) To exercise such control over the easements shown on the record plat as is necessary to maintain, supervise and insure the logical use of such easements by the necessary public utilities and St. Louis County Water Company, including the right (to themselves and others to whom they may grant permission) to construct, operate, and maintain on, under and over said easements, sewers, pipes, poles, wires, and other facilities, and public utilities for service to the lots shown on said plat.



(b) To prevent in their own names as trustees of an express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the trustees is intended to be discretionary and not mandatory.

(c) To clean up rubbish and debris and remove grass and weeds from , and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lot or property; and the owner or owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their officers, agents or employees, shall not be deemed guilty or liable for any manner of trespass for such entry, abatement, removal or planting.

(d) To contract for, or to cause to be constructed and maintained in the street right of ways, easement strips, and common land, such lighting facilities (gas, electric, or other) as the Trustees may, in their sole discretion, deem appropriate, and to pay for such construction and maintenance, and for the operation of such facilities, out of the assessments authorized under this Indenture, Section 5 (a) of this Indenture, but if the funds so raised are insufficient for such purpose, then the Trustees shall levy a uniform Special Assessment to meet said obligations. If owner constructs such facilities, Trustees are likewise authorized to consent thereto, and to assume the obligations of owner of such construction, maintenance, and operation, and to pay the cost thereof in the same manner and as fully as though trustees had contracted directly for such lighting facilities.

(e) Anything to the contrary, in this Indenture notwithstanding, the Trustees, with respect to any streets, rights of way, easement strips, common land, or other property owned by the Trustees and encumbered by these restrictions, shall comply with all applicable St. Louis County Ordinances, and the limitations as to amount of assessments shall be inapplicable, provided that Special Assessments made to comply with such requirements shall be junior in lien to the lien of any bona fide mortgage held by any bank, savings and loan association, insurance company, retirement or pension fund.

5. The Trustees shall provide for the maintenance of common areas, grassed and shrubbed areas and cul-de-sac islands and medians, along with any other non-public areas, such as entrance walks. The Trustees and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots of parcels of land in any Subdivision of Project for the purposes and at the rates hereinafter provided, in the manner and subject to all the conditions hereinafter provided in this paragraph and Paragraph 6.

(a) To make a uniform assessment of a sum not to exceed One Hundred (\$100) Dollars per lot in each subdivision in any one year only upon the several lots in said Subdivision upon which there is situated a residence ready for occupancy on the date of the Assessment. A residence is ready for occupancy if it is sufficiently completed to provide normal and comfortable occupancy. Said assessment is to be made for the purpose of carrying out the general duties and powers of the Trustees as herein described, and for the further purpose of enabling the Trustees to defend and enforce restrictions, and to adequately maintain and improve sewers, utilities, parking spaces, trees and other facilities. Trustees to have sole discretion as to the amount of the assessment within the limits and conditions set out above.

(b) The Trustees may provide such Subdivisions with adequate fire and police protection, and may remove and dispose of garbage, rubbish and otherwise provide for the public health, welfare, and safety of the property owners, including, but not limited to the construction, reconstruction, operation, and maintenance of parks, common areas, swimming pools and other recreation facilities constituting a part of any common area, title to which may hereafter become vested in Trustees. The Trustees may enter into and assume contracts for such purposes, covering such periods of time as they consider advisable. Obligations incurred under this paragraph shall be satisfied from the funds raised under Paragraph 5(a), but if said funds so raised are

insufficient in any one year to cover these said obligations, then the Trustees shall levy a uniform special assessment to meet said obligations.

(c) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots, for approval, an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated shall be approved at a meeting of the lot owners duly called and held in the manner provided with reference to election of trustees, by a two-thirds (2/3) majority vote of those present in person or by proxy, the Trustees shall, in the manner hereinafter prescribed in Paragraph 6(b) notify all owners in said tract of the additional assessments; the limit of One Hundred (\$100) Dollars per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph. Said special assessment shall be assessed only against those lots in any subdivision upon which there is situated a residence ready for comfortable occupancy on the date of the assessment.

6. All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit;

(a) Except as otherwise provided, no assessments shall be made except by resolution duly adopted by a majority of the Trustees at a meeting of the Trustees, which resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Trustees' Meetings.

(b) Notice of all assessments may be given by mail addressed to the last known or usual postoffice address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the lot itself. Service in any one of the said methods shall be sufficient.

(c) All assessments shall be made on a per lot basis and shall be the same for each lot. Said assessments for any purpose contained herein shall be made only on those lots in any subdivision upon which there is situated a residence ready for occupancy on the date of the assessment. A residence is ready for occupancy if it is sufficiently completed to provide normal and comfortable occupancy. Said Trustees to determine the total assessment necessary, either general, special or for recreational purposes, and divide it by the number of lots upon which there is situated a residence ready for occupancy as hereinabove described. All assessments are limited to the amounts as herein stated.

(d) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight (8%) percent per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid.

(e) At any time after the passage of the resolution levying an assessment, and its entry in the minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots, and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may (upon payment) cancel or release any one or more lots from the liability for assessment (as shown by recorded instrument) by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected and the Trustees shall cause to be noted from time to time, in the minutes of its' proceedings, the payments made on account of assessments.

7. The Trustees may receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture, any gift, grant, conveyance, or donation of real or personal property or money.



8. The Trustees, in exercising the rights, powers, and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time, enter into contracts, employ agents, servants, and labor as they deem advisable or necessary, and defend suits brought against them individually or collectively, in their capacity as Trustees.

9. Nothing herein contained shall be construed to compel the Trustees to make any payment or incur any liability in excess of the amount which shall be in their hands as the result of assessments made against lot owners as herein provided.

10. The act or acts of any two (2) of the Trustees shall for the purposes of this Indenture have the same force and effect as if all the Trustees performed such act or acts.

11. The Owners herewith covenant with the Trustees, their successor or successors in trust, and all owners of lots established by the subdivision of record of project or of any part of project, their grantees, lessees, assignees, and heirs, that the following general restrictions shall apply to all lots in such Subdivisions, and each owner covenants and agrees:

(a) That the building lines shown on the plats of record subdividing project, and impressed with the restrictions herein, are hereby established and created as shown on said plats, and that no building or other structure shall be erected closer to the street than the building lines shown on the aforementioned plat of such subdivision, except open porches, platforms, terraces, and steps which may extend not more than twenty feet beyond said building lines and except chimneys, cornices, downspouts, gutters, and window bays; and no fences except stone, brick, picket or hedge fences or ornamental wire, or other material and form approved in writing by Trustees, shall be erected. No fence shall be erected between the front lot line and a line located at the rear end of any residence and parallel to said front lot line. No portion of any of the above fences shall exceed a height of six feet. No building or structure shall be erected within eight feet or any side lot line.

(b) That all lots in such Subdivisions shall be restricted one (1) family residences only, and not more than one main building shall be erected on any one lot in such Subdivision and no building shall be erected that exceeds two stories in height.

(c) That no main building shall be erected upon any lot now or hereafter made subject to this indenture, unless the total floor area thereof, exclusive of one-story open porches and garages, is a minimum of 1000 square feet on each floor, and unless the materials and architectural design has first been approved in writing by the Trustees. If said home is of a "split level" design then the total square footage of said home must be a minimum of 1800 square feet. The Trustees shall, insofar as is reasonably possible, approve only such design and materials consistent with the minimum standards of such residences as may hereafter be constructed by MICELI BUILDERS, INC. upon any lot subject to this indenture.

(d) That no building shall be erected with a flat roof or false front, unless of architectural design approved by the Trustees.

(e) That no pigeons or poultry, cattle, hogs, rabbits, or other animals (except that of dogs, cats, or other household pets may be kept if not bred or maintained for any commercial purpose) may be kept in or on any part of said property unless written permission be obtained from the Trustees, and such permission, if granted, shall be revocable at the pleasure of said Trustees.

(f) That no residence, accessory building, nor any portion of any lot be used or devoted to any manufacturing, industrial, or commercial business activity whatsoever;

nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in, or on, any building or premises which may be or hereafter become a nuisance to the owners or inhabitants of lots in such Subdivision, of which the Trustees shall be judge; but professional owners may maintain an office on the premises if they are maintaining their residence therein, subject to the approval of the Trustees.

(g) No one will be permitted to live on any lot in a temporary building or tent erected or placed thereon.

(h) No lot shall be resubdivided, nor shall a fractional part of any lot be sold without the consent of the Trustees. This provision shall not, however, require the consent of the Trustees for the sale of an entire lot as shown on any recorded plat.

(i) That the Trustees shall have the power to approve or reject all plans and specifications for the construction, reconstruction, addition, or alterations of any building, fence, wall, or other structure of any kind, as well as plans and specifications for the location of the structures on the lots or site and the general grading and landscape treatment. No work shall be started upon any of the improvements until the plans and specifications for same shall have been submitted to and received the written approval of the Trustees. The Trustees shall have the right to disapprove and reject any such plans which in their opinion would be injurious to, or out of harmony with, the present or future development of such Subdivision, and, in so passing upon such plans, they shall have the right to take into consideration the type, use and color of materials and finish, and architectural design, and any and all other facts, which, in their opinion, shall affect the desirability or suitability of such Subdivision as a first class single family residential area.

(j) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

(k) No "For Sale" or other signs of any type shall be placed or displayed upon any lot without prior written approval of the Trustees as to form, contents, size and locations, except that MICELI BUILDERS, INC. as original developer, reserves the right to place and display such signs without such approval until said MICELI BUILDERS, INC. sells all of the lots in such Subdivision.

12. All of the lots and parcels of ground in such Subdivision are hereby subject to all the restrictions herein set out, directing and limiting the use and occupation of said lots and every part thereof, and said restrictions shall operate as covenants running with the land into whosoever hands it, or any part of it, shall come, and the rights and easements herein contained are hereby made and declared to be easements in fee, and annexed to and forever to continue to be annexed to, passing with and incurring to each of said lots, and said lots and each of them are to remain forever subject to burdens and entitled to the benefits created in said easements, and shall be enforceable at the suit of any and every owner of any lot or parcel of ground in said tract, or of the Trustees, by injunction or other proceeding either in law or equity.

13. The right of entry herein conferred upon said Trustees shall not supersede not in any manner impair the right of any owner of any lot in such Subdivision to sue in his own name to compel the observance by any owner or a lot or lots in such Subdivision, or the restrictions. The waiver of failure to enforce a breach of any restrictions shall not be a waiver of any subsequent breach of restrictions set forth herein.



14. The restrictions herein contained are to be construed independently and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions shall not be thereby impaired or affected.

15. All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for thirty (30) years from the date of this Indenture, and shall, as then in force, be continued automatically without further notice for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each, without limitation, unless within six (6) months prior to the expiration of said periods, a written agreement to amend or cancel any or all of the provisions of this Indenture is executed and acknowledged by the then record owners of two-thirds ( $2/3$ ) of the total frontage of all the lots in such Subdivision and is placed on file in the office of the Recorder of Deeds of the County of St. Louis, State of Missouri, PROVIDED FURTHER, that at any time prior to the expiration of any period aforesaid, any of the terms and provisions of this Indenture may be altered, amended, changed, or discontinued by a written agreement signed by not less than the then record owners of three-fourths ( $3/4$ ) of the total frontage of all the lots in such Subdivision, none of whom being at the time in arrears with duly levied assessments against any lots owned by the signers thereof, and such written and signed alteration, amendment, change or discontinuance shall become a part of the provisions and restrictions of this Indenture whenever filed in the office of the Recorder of Deeds of the County of St. Louis, State of Missouri.

16. The owner designated herein reserves the right and shall have the right to amend this trust agreement and Indenture in any manner whatsoever (including by way of example and not by way of limitation amendments calculated to permit qualification of the lots in said Subdivision and improvements thereon so as to meet requirements of the Federal Housing Administrations, or the Veterans Administration, or of any mortgagee or lender, in order that said improved lots will qualify for financing and loans to prospective purchasers of said improved lots insured by either of said federal agencies, or for conventional financing or loans from any mortgagee or lender, the right to relocate building lines established by any recorded plat, and the right to resubdivided or relocate any platted lot lines) without notice, at any time so long as owner retains legal ownership of one or more lots or of any part of project, providing the said owner shall first cause said amendment to be approved by the planning director and then to be filed in the Office of Recorder of Deeds of the County of St. Louis; and while the legal owner of one or more lots shall be entitled to name one of the Trustees. For the purposes of this Paragraph "16", "project" shall be deemed to include any land which ST. LOUIS FEDSERVICE CORP. may make subject to these restrictions.

17. With respect to any Common Lands (record title to which is acquired by the Trustees), fee simple title to such lands and the facilities thereon shall, upon the expiration of the original term of this Trust Agreement (unless the term thereof be extended or renewed as herein provided, then upon the expiration of the last renewal or extension period) shall vest in the owners of all of the lots of such Subdivision which may have been established by the Subdivision of Project, as Tenants in Common, but the rights of said Tenants in Common shall be only appurtenant to and in conjunction with their ownership of lots in such Subdivision, and any conveyance or change of record ownership of any such lot or lots in such Subdivision shall carry with it ownership in Common Lands regardless of whether or not the instrument of Conveyance specifically mentions such Common Lands; such instrument of conveyance shall be deemed, whether or not specifically so provided therein, to provide that as the ownership interest of a lot owner in any such lot may not be transferred, reserved, separated, or otherwise disposed of by any Tenant in Common except in connection with and as an appurtenance to the lot transfer or conveyance of record, until the termination of this Indenture, Trustees shall have the power to exercise the rights and authorities, and the control of the use and regulation.



of Common Lands, and shall collect for and make payment of real estate taxes levied thereon by any governmental agency.

18. The total development shall be subject to these restrictions and provisions.

19. The parties hereto, in behalf of themselves, and all persons claiming under such parties, agree with respect to any "Common Lands" now or hereafter conveyed to Trustees, that the out boundary description in any such conveyance of Common Lands shall be subject to corrections and modifications necessitated, if any, by the engineering and design of plats and subdivisions subsequent to Plat provided, however, that no such correction or modification, shall be made without the written consent of the St. Louis County Planning Commission, or of its successor body.

20. In the event that ST. LOUIS FEDSERVICE CORPORATION or MICELI BUILDERS ~~INC.~~, INC., or any of their affiliated Corporations, acquire any land adjacent to Project, such land may be made subject to the terms of this Indenture, by appropriate plats legend on any plat or record subdividing such adjacent land, all at the option of the owner of such adjacent land, PROVIDED that the St. Louis County Planning Commission, or its successor body approves such plats of such adjacent land and the legend thereon extending the application of this Trust Agreement.

21. Grantor reserves the right and shall have the right without notice, at any time, to grant easements to utilities and to private or public sewer corporations for the use of any portion of the street or easements designated in such Subdivisions for installation and maintenance of the facilities of such utility.

22. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as the times fixed for the appointment or election of trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

23. Notwithstanding any other consideration herein. the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, roadways and easements.

24. This Indenture shall bind and insure to the benefit of successors and assigns of Owner, the present and future owners of any lot subject thereto, and the successor Trustees.

25. Anything herein to the contrary notwithstanding, it is hereby provided as follows:

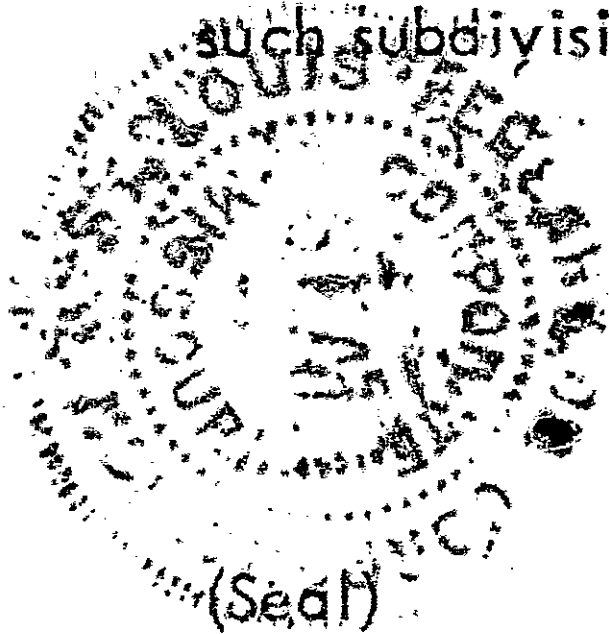
(a) When one-third (1/3) of the lots into which the Project has been subdivided have been improved with a residence and sold, the term of Frank J. Miceli or of his successor, shall be deemed to have terminated, and the lot owners shall elect a successor trustee who shall serve for a term of two (2) years;

(b) When two-thirds (2/3) of the lots into which the Project shall have been subdivided have been improved with residences and sold, the term of T.O. McNearney, or his successor, shall be deemed to have terminated, and the lot owners shall elect a successor trustee who shall serve for a term of two (2) years.

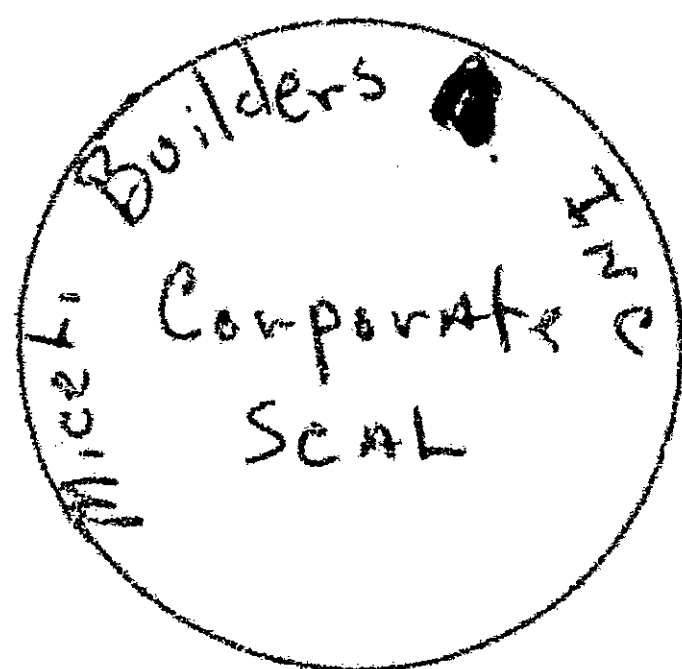
(c) When ninety-five (95%) percent of the lots into which the Project shall have been subdivided have been improved with residences and sold, the term of Jos. J. Miceli or his successor shall be deemed to have terminated, and the lot owners shall elect a successor trustee who shall serve for a term of two(2) years.

(d) In any event, the terms of Frank J. Miceli, T.O. McNearney, and of Jos. J. Miceli (and of their successors) shall terminate, if not terminated sooner, upon the expiration of five (5) years from the first Monday in January of 1973, at which time an election shall be held in the manner prescribed by Paragraph 1 to elect successor trustees, each of whom shall serve for two (2) year terms.

(e) It is the intent of this Paragraph 23 to provide for the ultimate election, not later than five (5) years after the first Monday in January, 1973, by the lot owners of the various platted subdivisions, of three (3) trustees, who shall have jurisdiction over all the platted subdivisions composing the Project and encumbered by these restrictions, in lieu of providing a separate set of restrictions and a separate set of trustees for each such subdivision of record. If, for any reason, it shall be determined that the election of trustees as provided in this Paragraph 23 cannot be lawfully deferred in accordance with Paragraphs (a), (b), (c), and (d) of this Paragraph 23, then Owner, anything to the contrary herein notwithstanding, reserves the right to terminate these restrictions as to all platted subdivisions encumbered hereby except the subdivision of record first in time encumbered thereby and to establish separate (but Like) restrictions and separate trustees (three (3) in number for each subdivision) as to each subdivision with respect to which these restrictions are terminated. Nothing herein shall be construed to relieve any of the lot owners from their respective obligations to pay assessments for the upkeep and maintenance of common areas, and in the event of termination of these restrictions as to any subdivision (s) hereunder, and the substitution of separate restrictions as contemplated herein, the lot owners in each subdivision shall be responsible for the maintenance and upkeep of the common areas in the same proportion that the number of lots in each such subdivision bears to the total number of lots in all subdivisions composing the Project, and the separate boards of trustees shall make assessments accordingly as to their respective subdivisions, the aggregate amount of such assessments (to be shared pro-rata as aforesaid) and decisions as to such maintenance and upkeep to be determined by a majority vote of all the trustees; in such instances the trustees for each subdivision shall, collectively, have the number of votes equal to the number of platted lots in such subdivisions.



(Seal)



ST. LOUIS FEDSERVICE CORP.

By: T.O. McNearney  
President

MICELI BUILDERS, INC.

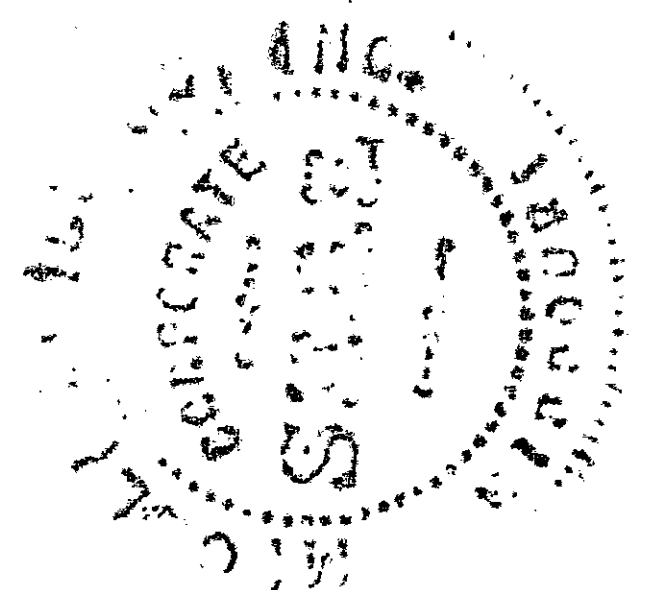
By: Jos. J. Miceli  
President

ACCEPTED:

T.O. McNearney  
T.O. McNearney, Trustee

Frank J. Miceli  
Frank J. Miceli, Trustee

Jos. J. Miceli  
Jos. J. Miceli, Trustee



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

On this 25th day of June, 1973, before me appeared  
T. O. McNearney to me personally known, who, being by me duly sworn,  
did say that he is the President of St. Louis Fedservice Corp., a corporation of the  
State of Missouri, and that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation, and that said instrument was signed and sealed in behalf of  
said corporation, by authority of its Board of Directors; and said President acknowledged  
said instrument to be the free act and deed of said corporation.

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.

Ruth Kemp  
Notary Public       Ruth Kemp

My term expires: 3-14-77

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

On this 25th day of June, 1973, before me appeared  
Jos. J. Miceli to me personally known, who, being by me duly sworn,  
did say that he is the President of Miceli Builders ~~Inc.~~, Inc., a corporation of the State  
of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of  
said corporation, and that said instrument was signed and sealed in behalf of said  
corporation, by authority of its Board of Directors; and said President acknowledged  
said instrument to be the free act and deed of said corporation.

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.

Helen Baronovic  
Notary Public       Helen Baronovic

My term expires: 12-7-75

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

On this 25th day of June, 1973, before me personally  
appeared T.O. McNearney, 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.

Louise Bowles  
Notary Public       Louise Bowles

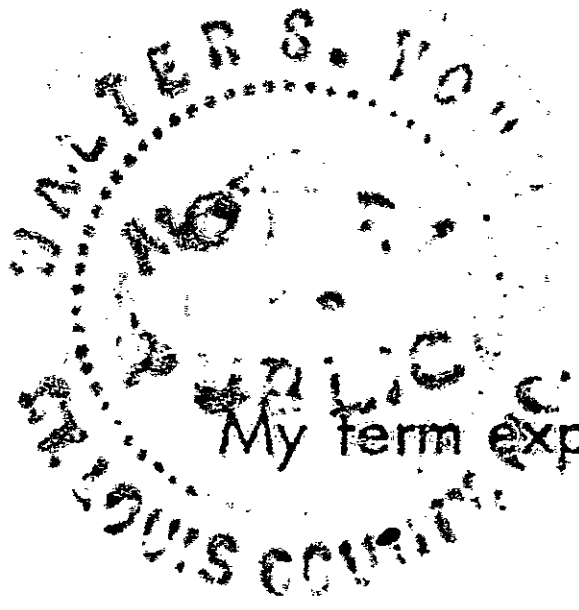
My term expires: 10-31-76



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

On this 25th day of June, 1973, before me personally appeared Frank J. Miceli and Jos. J. Miceli, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Walter S. Young  
Notary Public   Walter S. Young