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walls up to 3 feet in height, planting, terraces, awnings, permanent sunshades, canopies, orials, trellises and stairs may project beyond the building. Open porches or porches screened from floor to ceiling may project beyond the building over a maximum distance of eight feet. (c) No fresh or rain water shall be introduced into the private sanitary sewer which serves the subdivision. (d) The streets of Chipman Road subdivision shall not be dedicated to any incorporated or unincorporated community, city, county, State or Federal Government for public use without the unanimous vote of all property owners. (e) The discharge or use of firearms for hunting or any other purpose is prohibited.

II. Building. (a) Each residence building shall be for a single family, and shall contain a minimum of 22,500 cubic feet. The volume shall be calculated in the following manner: The volume of the actual space enclosed within the outer surfaces of the outside walls and contained between the outside of the roof and the bottom of the first floor construction, including bays, orials, dormers, chimneys, attached garage, if above ground, and enclosed porch if completely equipped with sash. Non-enclosed porches being screened but no sash shall be calculated at one-half volume. Attached carports and covered walks shall be considered non-enclosed porches. (b) No building or structure shall be erected on any lot unless two copies of the plans and specifications having first been submitted to the Trustee for their examination and approval and the same have been approved by the Trustee in writing, by returning a copy signed by the Trustee, and no such building on any lot shall be erected except strictly in accordance with such plans and specifications. The Trustee shall have power to approve or reject the architectural design of any such building and the character of materials to be used and the location of the building on the lot, and their decision approving or rejecting any such plans shall be final. Each house shall be of one or one and a half story construction, and shall include an attached two-car garage, or carport if approved, the entrance to which shall be from the rear or the side but not from the front of the residence. Two story construction may be approved after January 1, 1952 on all lots except lots 1, 3 and 4, but in no case will more than four full two story houses be approved for the entire subdivision. (c) Separate houses for horse, field servants, or farm buildings, barns or chicken houses will not be permitted except on lots 4, 9, 10, 11 and 12, and then only when approved by the Trustee. Such outbuildings, when permitted, shall conform in appearance and character to the standards of the residence to which they belong. Approval must be obtained for such outbuildings in the same manner as buildings outlined in II (b).

(d) All fuel burning equipment shall be fired with smokeless fuel, preferably gas or oil. The use of coal will be permitted only if used in accordance with the town anti-smoke ordinance, and the Trustee are hereby given the power and authority to regulate the use of coal.

III. Inhabitants and Occupants. (a) No building shall be occupied by any person not wholly of the Caucasian race, except such persons as may be employed as servants by the family. No person not wholly of the Caucasian blood shall acquire any interest in any land or building by gift, lease, will, rental or otherwise, and any provision in any instrument contrary to this restriction shall be of no effect.

IV. Road and Utilities Easement. (a) That shows existing road and utilities easement of 30 feet from Hager Road to west line of subdivision, 40 foot easement for road and utilities from west line of subdivision up to the first curve in the road, from which point the easement for road and utilities is 50 feet. These easements and all easements shown on that or hereinafter set up for the use and benefit of all property owners in the subdivision.

V. Lot Boundaries. (a) Each lot in the subdivision shall have boundaries as shown on the plat with certain boundaries according to the center of the line

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at the center of the circle on lots adjoining the cul-de-sac. The Trustee (a) the original Trustee named herein shall continue to act as such until January 15, 1952, or until their successors shall be duly elected or appointed. In the event of the death of either or both John E. Kungison and Helen H. Kungison prior to January 15, 1952, the executor or administrator of their estate shall act or appoint one or more Trustee or Trustees. (b) An election of Trustees shall be held on January 15, 1952 at which three Trustees shall be elected, two to serve two years and one to serve one year. After the first election subsequent elections shall be held annually on Monday of the second week in January, at a place to be designated by the Trustees. At such subsequent elections on odd years one Trustee shall be elected to serve two years to replace the retiring Trustee, and on years of even date two Trustees shall be elected to serve for two years, to replace the retiring Trustees. (c) The Trustees shall be owners of property in the subdivision. Should any Trustee transfer his or her interest as a property owner in the subdivision such Trustee shall automatically cease to act as such, and a new Trustee shall be appointed by the remaining Trustees to serve out such retiring Trustee's term. (d) The total possible votes to be cast at any election shall be 100. Election of Trustees shall be accomplished by vote of the property owners in the subdivision, and there shall be one vote for each lot. At the first election, the persons receiving the first and second largest number of votes shall be the Trustees to serve for two years, and the person receiving the third largest number of votes shall be the Trustee to serve for one year. At subsequent elections on odd years, the person receiving the largest number of votes shall replace the retiring Trustee, and on even years the persons receiving the first and second largest number of votes shall replace the two retiring Trustees. (e) In the event of the death, retirement or inability to act of any or all of the Trustees a new Trustee shall be appointed by the remaining Trustee or Trustees to serve out the unexpired term. In the event of the death, retirement or inability to serve of all of the Trustees, a special election of the property owners shall be called within ten days after such condition exists for the election of new Trustees to serve the unexpired Trustees' terms. Such election may be called by any property owner. III. Duties and Powers of the Trustees. (a) The Trustees shall maintain all installed subdivision records including streets, water, sewer, city and the main sewer line, until dedicated to Two Mile River District. Trustees shall also maintain such other community services as may be later provided for by a favorable vote of the lot owners. For an expenditure for any one type of service not in excess of \$1500.00, the approval of owners of 8 lots shall be required, and for an expenditure in excess of \$1500.00, the approval of owners of 12 lots shall be required. (b) The Trustees are hereby authorized and empowered to dedicate the sewer system and connect to the Two Mile River District and sign such legal instruments as are necessary to carry out these instructions. (c) The Trustees shall have power and authority to borrow money and for meeting subdivision obligations. The assessments are to be divided equally among the lot owners, i. e. the owner of each lot shall pay 1/10 of the total amount of the assessments shall not exceed \$35.00 per share for any one year period except by agreement of a majority vote of owners present at a regular or special election. 5. The first assessment shall be made on January 2, 1949. 6. All assessments shall be paid within thirty (30) days from the date thereof, and if not paid within thirty days the Trustees may file a notice of the assessment, executed, acknowledged and recorded in the manner provided for conveyances affecting real estate, in the office of the Recorder of Deeds of St. Louis County, Missouri and referring to this instrument, which recording shall be taken as a demand for payment. Thereupon the assessment plus the cost of recording, plus interest at the rate of 8% simple interest per annum shall become a lien in favor upon the lot in question, irrespective of existing liens of the lot.

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with charges, including a \$25.00 attorney fee and interest is not paid within the year from date of recording, the Trustee shall have power to enforce said lien by suit or by foreclosure. If the bill with charges and interest is paid, satisfaction thereof shall be acknowledged by instrument duly executed, acknowledged and recorded by the Trustee at the expense of the lot owner and the lien of such assessment shall be thereby extinguished.

(c) The Trustee shall act for the property owners in matters affecting the whole community. (d) The Trustee shall enforce Federal, State and County Health Department Regulations.

(e) The Trustee shall seek the advice and employ legal counsel if necessary to defend them against any legal action instituted by any person or persons as a result of any action the Trustee may or may not take or do in carrying out the duties herein. Their duties, responsibilities, obligations and requests of their duties, all costs and expenses in connection herewith shall be paid out of the funds of the subdivision or by a special assessment against the property owners. (f) The Trustee, or their estate, administrators or executors, individually or collectively, shall not be held personally responsible or liable for any action they take or action not taken in carrying out their understanding and interpretation of this instrument.

(g) The Trustee shall hold meetings for, from time to time and keep permanent records of their meetings and make an accounting of all funds passing through their hands, and shall make the necessary legal recording of changes in restrictions. (h) The decision of a majority of the Trustee shall be controlling in all matters in which the Trustee have power. (i) The Trustee shall have the power and authority to open a checking account in the name of the subdivision, which shall be subject to withdrawal on the signature of any two Trustee.

(j) Trustee shall have power to make proper traffic regulations affecting the use of said private street. (k) All expenses and operating costs incurred under this instrument shall be paid out of the funds received from assessments made against lot owners.

III. Resale of Lots. In the event any owner of a lot or lots desires to sell the same, such owner shall notify the Trustee of his desire to sell. When such owner shall receive a bona fide offer for such lot or lots which he is willing to accept, he shall notify the Trustee in writing of the terms of such sale and of the name and address of the purchaser. After the Trustee shall have the right and option to purchase said lot or lots from said owner by performing the executory contract of said proposed purchase within 5 days after having been notified of the terms of the proposed sale, as provided above. In the event the said Trustee shall not exercise their right or option as defined in this article number, said Trustee shall execute waiver and release of said right or option as to the lot or lots affected to the vendor, and such waiver and release shall be recorded in the Recorder's Office. The foregoing conditions contained in this article No. 3 shall not affect or apply to deeds of Trust or Mortgages.

IV. Revisions of Restrictions. Any of restrictions can be revised, eliminated or added to only with the approval of all of the owners up to and including the year 1962, after which these restrictions may be revised, eliminated or added to with the approval of the owners of eleven of the fifteen lots.

The restrictions herein contained are to be construed as independent and in the event that any one of them shall be held unenforceable or shall otherwise fail, the validity or binding effect of the others shall not thereby be affected. In Witness Whereof, the parties hereto have hereunto set their hands this 14th day of June, 1948.

John L. Kuegner
Helen H. Kuegner Parties of the first part

John L. Kuegner
Helen H. Kuegner
Paul E. Wecker Trustees

State of Missouri
City of St. Louis
On this 14th day of June, 1948, before me personally appeared John L. Kuegner, Helen H. Kuegner and Paul E. Wecker, to me

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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 City and State aforesaid, the day and year first above written, to wit: this 7th day of Jan. 1949. George A. Nemeth, Notary Public.

Filed for Record Jan 14 1948 at 8¹⁵ Sec 2 M Herald J. Brownth Recorder of Deeds.

Principal Notes secured hereby, legally identified by Record's Endorsement on each.

Deed of Trust This Deed, made and entered into as of the twenty fourth day of May nineteen hundred and forty eight, by and between Herbert V. Dill and Charlene R. Dill, his wife of the County of St. Louis State of Missouri parties of the first part, and C. F. Jacobsmeier of the County of St. Louis State of Missouri party of the second part, and William F. Baker, Jr. of the County of St. Louis State of Missouri party of the third part. Witnesseth, that the said parties of the first part, for and in consideration of the debt, and trust hereinafter described and created, and the sum of One Dollar to said parties of the first part paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby present, assign and sell, convey and confirm unto the said party of the second part, the parcel hereinafter described Real Estate situated in the County of St. Louis, and State of Missouri to wit: Part of Lot 16 in Block 2 of the Record Subdivision of the Estate of John R. Jennings in Lot 8 of the Jennings Trust in U. S. Survey 1913 and located as follows: Beginning at a point in the north line of Jennings Station Road at the intersection of said north line with the west line of 1st Commercial to Edward Schneck and wife by deed recorded in Book 1073 page 273 of the St. Louis County Record, said point being distant 271.51 feet, more or less, west from the intersection of the north line of Jennings Station Road with the west line of Clay or Board Avenue; thence north along the west line of said Schneck lot and parallel with the west line of Public School lot, 220 feet, more or less, to the north line of said lot 16; thence west along the north line of said lot 16, 50 feet to a point; thence north and parallel with the west line of Public School lot, 193 feet, more or less to the north line of Jennings Station Road; thence east along the north line of Jennings Station Road, 50 feet, more or less, to the beginning.

TO HAVE AND TO HOLD the same, together with all buildings, fixtures and appurtenances now or hereafter to the same belonging, unto the said party of the second part and to his successor or successors in title trust forever, and possession of said premises is now delivered unto the said party of the second part including the right to collect rents or hereinafter set forth. In Trust however for the following purposes: Whereas, the said party of the first part, being jointly indebted to the party of the third part for borrowed money in the principal sum of Five Thousand and no/1000 have here, to secure said principal, and interest to be earned thereon, equally and without preference of one note over another, executed and delivered to the party of the third part, their eleven negotiable promissory note - of even date herewith, expressed to be for value received, drawn to the order of said party of the third part, and payable at the office of William H. F. Baker Realtor as follows, to-wit: said notes are numbered from 1 to 11 both inclusive. Notes # 1 to # 10 both inclusive are for \$200.00 principal plus interest on the unpaid balance at 5% per annum, and are due and payable as follows:

Note # 1 due December 1, 1948 for \$225.00 Note # 5 due December 1, 1949 for \$200.00

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100

100

Herald J. Brownth

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Copy of Seal
Conservative Federal Savings
and Loan Association
Incorporated 1891

Conservative Federal Savings + Loan Association
- Paul Schwarz President
attest: Carl O. Kamp Secretary

State of Missouri, on this 10th day of November, 1949, before me appeared Paul Schwarz, of the City of St. Louis, Missouri, who being by me duly sworn, deposes that he is the president of the Conservative Federal Savings and Loan Association, a Corporation, 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 Paul Schwarz acknowledges said instrument to be the free act and deed of said Corporation. In Testimony Whereof,

Copy of Seal
Carl O. Kamp, Jr.
Notary Public
City of St. Louis, Mo.

have hereunto affixed my official seal this day and year last above written. My term expires August 1, 1952.
Carl O. Kamp, Jr. Notary Public

Subscribed Dec 14 1949 at 9:00 o'clock AM Gerald J. Danforth Recorder of Deeds

State of Missouri, on this 10th day of December, 1949, before me appeared Emma Lou Hill, County of St. Louis, who is to me known and being duly sworn upon her oath states that she is the daughter of Emma Klinger, who was sometimes also known as Emma Klunger, formerly the owner of all of Block 13 (excepting lot 1 therein) of the Town of Alton, St. Louis County, Missouri, having acquired the same under the name of Emma Klinger by deed dated October 2, 1890, recorded in book 53 page 542 of the St. Louis County Records, that her said mother died intestate on or about December 13, 1892 and after said Administration on her estate under the name of Emma Klinger was granted to William Klinger by the probate Court of St. Louis County, Missouri, on January 5, 1921, and that she left surviving her her widower, William Klinger, and neither natural or adopted child or children nor the descendants of any deceased mother or adopted child or children other than the following, to wit: Emma Lou Hill, this affiant, who later became the wife of Virgil Hill, a daughter, William Hollocher and Robert Hollocher, grand sons, being the sole and only heirs of Mary Kate Hollocher, a daughter, and Maydelle Hollocher, having predeceased her mother. That said William Hollocher and Robert Hollocher, later took the name of Klinger or Klunger and are the same persons as William Klinger and Robert Klinger, two of the parties in a suit filed August 23, 1941, recorded in book 1714 page 117 of the St. Louis County Records. That said William Klinger or Klunger, father of this affiant, died on or about February 19, 1936. Further affiant knows not.

Copy of Seal
R. J. Bismüller
Notary Public
St. Louis County, Mo.

subscribed and sworn to before me this day and year first above written. My term expires Sept 30, 1950.
R. J. Bismüller Notary Public

Subscribed Dec 14 1949 at 9:00 o'clock AM Gerald J. Danforth Recorder of Deeds

Indenture instrument His Indenture instrument was made this 9th day of December, 1949, by and between John E. Guignon and Helen H. Guignon, his wife; James J. Jamney, Jr. and Mary S. Jamney, his wife; Harry C. Lutz, Jr. and Jane J. Lutz, his wife; Elmer W. Thron and Cora E. Thron, his wife; Clarence H. Ax and Annie Jane Ax, his wife; James J. Murphy and Emily D. Murphy, his wife; Claude C. Warner and Josephine H. Warner, his wife; J. William Bely and Dorothy W. Bely, his wife; Sidney S. Barker, Jr. and Olive D. Barker, his wife; James J. Murphy and Ruth C. Murphy, his wife; hereinafter to be referred to as vendors and to be referred to as the vendors, and subdivision. Whereas, said owners of lots in Chicago Road Subdivision are all the owners of the various lots of certain property in St. Louis County, Missouri, which has been laid out as a subdivision known as Chicago Road, and the plat thereof filed for record in the June 1948 as daily number 4 of the Recorder of Deeds of St. Louis County, Missouri and is recorded, part being by

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and whereas, said Chipper Road Subdivision is subject to the restrictions and conditions of record Book 2943 page 50 in the St. Louis County, Missouri Recorder's Office, whereas, said owners of Lots in Chipper Road Subdivision hereby desire to amend said restrictions and conditions of Chipper Road Subdivision. Now therefore, in consideration of the premises and in order that the purposes herein set out may be carried out and fully accomplished, said owners of Lots in Chipper Road Subdivision hereby amend said restrictions and conditions of record Book 2943 page 50 in the St. Louis County Missouri Recorder's Office as follows: I. In accordance with article 4 paragraph (c) of said restrictions and conditions the two remaining trustees John E. Guignon and Helen H. Guignon, hereby appoint James G. Murphy trustee to carry out the terms of said E. Wecke who has transferred his interest as a property owner in the subdivisions and is therefore no longer a trustee. I. Edit article 4 paragraph (a) only of said restrictions and conditions and substitute the following: Each residential building shall be for a single family and shall cover an area of not less than 1500 square feet as calculated by taking the overall first floor area including the space taken up by partitions, porches and outside walls of all fully enclosed heated living and heated storage spaces but not including any garage area. As provided in Article II, first paragraph of said restrictions and conditions, all of the owners of Lots in Chipper Road Subdivision have hereto set their hands this 4th day of December, 1949

Lot 1, 2, 12, 14, 15	John E. Guignon	Helen H. Guignon
	John E. Guignon and Helen H. Guignon, his wife	
Lot 3	James G. Jamney, Jr.	Nancy S. Jamney
	James G. Jamney, Jr. and Nancy S. Jamney, his wife	
Lot 4	Murray C. Litz, Jr.	Jane J. Litz
	Murray C. Litz, Jr. and Jane J. Litz, his wife	
Lot 5	Elnor W. Noxon	Erinice E. Noxon
	Elnor W. Noxon and Erinice E. Noxon, his wife	
Lot 6	C.H. Ay	Amy Jane Ay
	Clarence H. Ay and Amy Jane Ay, his wife	
Lot 7	James J. Murphy	Emily B. Murphy
	James J. Murphy and Emily B. Murphy, his wife	
Lot 8	Claude C. Marzer	Josephine H. Marzer
	Claude C. Marzer and Josephine H. Marzer, his wife	
Lot 10	J. Herman Belz	Dorothy W. Belz
	J. Herman Belz and Dorothy W. Belz, his wife	
Lot 11	Sidney B. Barber, Jr.	Oliver V. Barber
	Sidney B. Barber, Jr. and Oliver V. Barber, his wife	
Lot 13	Jerry J. Murphy	Ruth C. Murphy
	Jerry J. Murphy and Ruth C. Murphy, his wife	

State of Missouri } ss. On this 9th day of December, 1949, before me personally appeared City of St. Louis } John E. Guignon, Helen H. Guignon, his wife, James G. Jamney, Jr., Nancy S. Jamney, his wife, Murray C. Litz, Jr., Jane J. Litz, his wife, Elnor W. Noxon, Erinice E. Noxon, his wife, Clarence H. Ay, Amy Jane Ay, his wife, James J. Murphy, Emily B. Murphy, his wife, Claude C. Marzer, Josephine H. Marzer, his wife, J. Herman Belz, Dorothy W. Belz, his wife, Sidney B. Barber, Jr., Oliver V. Barber, his wife, Jerry J. Murphy and Ruth C. Murphy, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first written.

Copy of Stat
Geraldine G. Harr
Notary Public
City of St. Louis, Mo.

Geraldine G. Harr Notary Public
Filed 902 Record Dec 14 1949 at 9:34 O'clock AM Geraldine G. Harr Notary Public

TIC 6-1984

This indenture agreement made this 24th day of January, 1932 by and between Roland A. Orf and Mary M. Orf, his wife; James G. Jannoy and Nancy S. Jannoy, his wife; Henry C. Lutz, Jr. and Jane J. Lutz, his wife; Elmer W. Fenton and Edwice D. Fenton, his wife; W. J. Vaughn and Shirley Vaughn, his wife; John F. Reiner and Jane A. Reiner, his wife; James J. Murphy and Dolly B. Murphy, his wife; N. C. Berner and Ruth K. Berner, his wife; J. Walter Aderton and Marilyn Aderton, his wife; J. Herman Bela and Dorothy W. Bela, his wife; Sidney E. Sarker, Jr. and Olive V. Sarker, his wife; John E. Guignon and Helen E. Guignon, his wife; Jerry J. Murphy and Ruth G. Murphy, his wife; hereinafter to be referred to as OWNERS OF LOTS IN CHIPPER ROAD SUBDIVISION.

WITNESSETH THAT:

WHEREAS, said OWNERS OF LOTS IN CHIPPER ROAD SUBDIVISION are all the owners of the various lots of certain property in St. Louis County, Missouri which has been laid out as a subdivision known as Chipper Road, and the plat thereof filed for record 14th June, 1928 as daily number 4 in the Recorder of Deeds of St. Louis County, Missouri, and is made a part hereof by reference; and

WHEREAS, said Chipper Road Subdivision is subject to restrictions and conditions of record Book 2443 Page 90 in the St. Louis County, Missouri Recorder's Office.

WHEREAS, said OWNERS OF LOTS IN CHIPPER ROAD SUBDIVISION hereby desire to amend said restrictions and conditions of Chipper Road Subdivision.

NOW THEREFORE, in consideration of the premises, and in order that the purposes therein set out may be carried out and fully accomplished, said OWNERS OF LOTS IN CHIPPER ROAD SUBDIVISION hereby amend said restrictions and conditions of record Book 2443 Page 90 in the St. Louis County, Missouri Recorder's office as follows:

I.

Delete in Article VI the first two sentences only of paragraph (d) and substitute the following:

The total possible votes to be cast at any election shall be sixteen. Election of Trustees shall be accomplished by vote of the property owners in the subdivision, including a single vote for the property owner of lot # 16 on Chipper Road. Lot # 16 is included in subdivision and bound by all restrictions in accordance with indenture dated January 24, 1932 recorded in Book 2443 Page 90 of St. Louis County Recorder's Office.

II.

In Article VII Paragraph (c) delete the fraction 1/15 and substitute the fraction 1/16. In Article VII, Paragraph (a) 1. delete the number 8 and substitute the number 9.

III.

In Article IX delete the last 5 words of first sentence (seven of the fifteen lots) and substitute the words (twelve of the sixteen lots.)

As provided in Article IX, first paragraph, of said restrictions and conditions, all of the OWNERS OF LOTS IN CHIPPER ROAD SUBDIVISION have hereto set their hands this 24th day of January, 1932.

Lot 1.

Roland A. Orf
Mary M. Orf
 Roland A. Orf and Mary M. Orf, his wife

Lot 2.

James G. Jannoy
Nancy S. Jannoy
 James G. Jannoy, Jr. and Nancy S. Jannoy, his wife

Lot 3.

Henry C. Lutz, Jr.
Jane J. Lutz
 Henry C. Lutz, Jr. and Jane J. Lutz, his wife

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Lot 4.

Elmer W. Hoxon
Emmie Hoxon
 Elmer W. Hoxon
 and Emmie E. Hoxon, his wife.

Lot 5.

Shirley Vaughn
S. J. Vaughn
 S. J. Vaughn
 and Shirley Vaughn, his wife.

Lot 6.

John F. Reiner
Jane A. Reiner
 John F. Reiner and
 Jane A. Reiner, his wife.

Lot 7.

James J. Murphy
Emily B. Murphy
 James J. Murphy and
 Emily B. Murphy, his wife.

Lot 8.

Ruth M. Berner
M. C. Berner
 M. C. Berner and
 Ruth M. Berner, his wife.

Lots 9 and 14.

J. Walter Adderton
Marlyn Adderton
 J. Walter Adderton and
 Marlyn Adderton, his wife.

Lot 10.

J. Herman Belz
Dorothy W. Belz
 J. Herman Belz and
 Dorothy W. Belz, his wife.

Lot 11.

Sidney B. Barker, Jr.
Olive V. Barker
 Sidney B. Barker and
 Olive V. Barker, his wife.

Lot 12 and 13.

John E. Guignon
Helen H. Guignon
 John E. Guignon and
 Helen H. Guignon, his wife.

Lot 15.

Jerry J. Murphy
Ruth C. Murphy
 Jerry J. Murphy and
 Ruth C. Murphy, his wife.

STATE OF MISSOURI }
 CITY OF ST. LOUIS }--

On this 27 day of January, 1952, before me personally appeared Roland A. Crif and Mary M. Crif, his wife; James G. Jenny and Nancy S. Jarney, his wife; Harry C. Lutz, Jr. and Jane J. Lutz, his wife; Elmer W. Hoxon and Emmie E. Hoxon, his wife; S. J. Vaughn and Shirley Vaughn, his wife; John F. Reiner and Jane A. Reiner, his wife; James J. Murphy and Emily B. Murphy, his wife; M. C. Berner and Ruth M. Berner, his wife; J. Walter Adderton and Marlyn Adderton, his wife; J. Herman Belz and Dorothy W. Belz, his wife; Sidney B. Barker, Jr. and Olive V. Barker, his wife; John E. Guignon and Helen H. Guignon, his wife; Jerry J. Murphy and Ruth C. Murphy, his wife, to be 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 City and State aforesaid, the day and year first written.

Edwin A. Schuber
 (Notary Public)



My Term expires Nov. 5th, 1954

Filed for Record Apr 4 1952 at 10:04 A. M. Gerald J. Donworth Recorder

THIS INDENTURE, made this 24th day of January, 1952, by and between Roland A. Orf and Mary M. Orf, his wife; James G. Janney and Nancy S. Janney, his wife; Henry C. Lutz, Jr. and Jane J. Lutz, his wife; Elmer W. Moxon and Eunice E. Moxon, his wife; W. J. Vaughn and Shirley Vaughn, his wife; John F. Reiner and Jane A. Reiner, his wife; James J. Murphy and Emily B. Murphy, his wife; M. C. Berner and Ruth M. Berner, his wife; J. Walter Adderton and Marilyn Adderton, his wife; J. Herman Gels and Dorothy W. Gels, his wife; Sidney B. Barker and Olive V. Barker, his wife; John E. Gulgon and Helen H. Baignon, his wife; Jerry J. Murphy and Ruth C. Murphy, his wife; First Parties and Robert A. Long and Jean J. Long, his wife; Second Parties.

WITNESSETH THAT:

WHEREAS, First Parties are the owners of certain property in St. Louis County, Missouri, which has been laid out as a subdivision known as Chipper Road, and the plat thereof filed for record 14th of June 1948 as plat number 4 in the Recorder of Deeds of St. Louis County, Missouri, which is hereinafter referred to as the "Plat", and is made a part hereof by reference; and

WHEREAS, Second Parties are the owner of certain adjoining property to Chipper Road Subdivision in St. Louis County, Missouri, described on said of record Book 2875 Page 103 in the Recorder of Deeds of St. Louis County, Missouri, is hereinafter referred to as lot 16 of Chipper Road and is made a part hereof by reference, and

WHEREAS, it is the purpose of First Parties and also is the purpose of Second Parties to generally preserve said property owned by First Parties and said property owned by Second Parties as a restricted neighborhood and to protect the same against certain uses more specifically set out hereinafter,

NOW THEREFORE, in consideration of the premises and in order that the purposes therein set out may be carried out and fully accomplished, First Parties and Second Parties do hereby declare that the property included in aforesaid lot 16 shall be subject to the restrictions and conditions outlined in indenture of record in Book 2445 Page 50 dated 14th day of June, 1948 which restrictions and conditions apply to Chipper Road Subdivision and to all amendments made to these restrictions and conditions including amendment in Book 2628 Page 376 and all subsequent amendments.

In witness whereof, the parties hereto have hereunto set their hands this 24th day of January, 1952.

Lot 1.

Roland A. Orf
Mary M. Orf
 Roland A. Orf and
 Mary M. Orf, his wife

Lot 2.

James G. Janney
Nancy S. Janney
 James G. Janney and
 Nancy S. Janney, his wife.

Lot 3.

Henry C. Lutz, Jr.
Jane J. Lutz
 Henry C. Lutz, Jr. and
 Jane J. Lutz, his wife.

Lot 4.

Elmer W. Moxon
Eunice E. Moxon
 Elmer W. Moxon and
 Eunice E. Moxon, his wife.

Lot 5.

W. J. Vaughn
Shirley Vaughn
 W. J. Vaughn and
 Shirley Vaughn, his wife.

Lot 6.

John F. Reiner
Jane A. Reiner
 John F. Reiner and
 Jane A. Reiner, his wife.

Lot 7.

James J. Murphy
Emily B. Murphy
 James J. Murphy and
 Emily B. Murphy, his wife.

Lot 8.

M. C. Berner
Ruth M. Berner
 M. C. Berner and
 Ruth M. Berner, his wife.

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Lot 9 and 14.

J. Walter Adderton
Marlyn Adderton
J. Walter Adderton and
Marlyn Adderton, his wife.

Lot 10.

J. Herman Bels
Barbara Bels
J. Herman Bels and
Barbara W. Bels, his wife.

Lot 11.

Sidney B. Barker, Jr.
Olive V. Barker
Sidney B. Barker, Jr. and
Olive V. Barker, his wife.

Lot 12 and 15

John S. Guignon
Melba H. Guignon
John S. Guignon and
Melba H. Guignon, his wife.

Lot 13.

Jerry J. Murphy
Ruth C. Murphy
Jerry J. Murphy and
Ruth C. Murphy, his wife.

Above signatures are First Parties.

Lot 16

Jean S. Long
Robert A. Long
Robert A. Long and
Jean S. Long, his wife.
Second Parties.

State of Missouri }

City of St. Louis }

On this 24th day of January, 1952, before me personally appeared Roland A. Orf and Mary M-Orf, his wife; James G. Jannay and Nancy S. Jannay, his wife; Henry C. Lutz, Jr. and Jane J. Lutz, his wife; Elmer W. Rozon and Eunice E. Rozon, his wife; V. J. Vaughn and Shirley Vaughn, his wife; John F. Reiner and Jane A. Reiner, his wife; James J. Murphy and Emily D. Murphy, his wife; M. G. Berner and Ruth M. Berner, his wife; J. Walter Adderton and Marlyn Adderton, his wife; J. Herman Bels and Dorothy W. Bels, his wife; Sidney B. Barker, Jr. and Olive V. Barker, his wife; John S. Guignon and Melba H. Guignon, his wife; Jerry J. Murphy and Ruth C. Murphy, his wife; and Robert A. Long and Jean S. Long, his wife. to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Edward A. Schickel
(Notary Public)

My term expires his Commission Expires Nov. 23, 1953

Filed for Record Apr 4 1952 at 10:05 A. M. Gerald J. Donworth Recorder

Principal Note.....Secured Hereby, Legally Identified by Recorder's Endorsement on same
MISSOURI FORM FARM CREDIT ADMINISTRATION LOAN NO.

THE FEDERAL LAND BANK OF ST. LOUIS

SIXTH DISTRICT

First Farm Deed of Trust

April 1 19 52

Max Putzel and Nell Converse Putzel, his wife;

RELEASED
NEXT PAGE

seal affixed and attested to by its ~~Secretary~~ ASSISTANT SECRETARY.

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY,

By Hugh O. MacLellan
Hugh O. MacLellan, VICE-President



A. C. Bryan
A. C. Bryan, ASSISTANT Secretary

STATE OF TENNESSEE
COUNTY HAMILTON } ss
CITY OF HAMILTON

On this 3rd day of May, 1954, before me appeared Hugh O. MacLellan to me personally known, who being by me duly sworn, did say that he is the Vice-President of PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation of the State of Tennessee 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 with full authority and that said

Hugh O. MacLellan acknowledged that it is the free act and deed of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the city and state aforesaid.

Barthley Jean
Notary Public

My Commission Expires:

April 9, 1956



Filed for Record Jan 24 1955 at 10:48 A. M. Gerald J. Donworth Recorder

AMENDMENT OF INDENTURE

We, the undersigned owners of certain improved real property consisting of a lot located in Chipper Road, a sub-division in the Village of Frontenac, in the County of St. Louis, Missouri, and also the holder of a certain deed of trust against the said improved real property referred to above, join in this instrument, and the parties hereto in executing this instrument understand that all of the Lot Owners and Trustees of the said sub-division, and all of the various holders of deeds of trust against the said Lots therein are executing or are about to execute an identical instrument as this to amend the Indenture of Chipper Road as to Lot Two (2) therein in accordance with the terms and conditions of Article IX therein, entitled "Revision of Restrictions" contained in the said Indenture of said sub-division, and the parties signatory hereto agree to revise and change the building line of Lot Two (2) as is shown on the Plat of said sub-division and thus amend the restrictions in Article One, paragraph "B" of said Indenture as to said Lot Two (2) pertaining to the building line so that the building line restrictions will be amended and reduced from fifty (50) feet to forty (40) feet in said Lot Two (2) of said sub-division, and thus the building line restrictions in Lot Two (2), after the amendment herein, will be forty (40) feet, so that the building line restrictions on Lot Two (2) will then be the same distance of forty (40) feet, as it has been and now is in various of the other Lots in the said sub-division.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 8th day of March, 1954.

Ronald J. Etzkorn
Gloria E. Etzkorn
Owner of Lot 15

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } ss

On this 24th day of March, 1954, before me appeared
Donald J. Etzkorn and Gloria E. Etzkorn

his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Robert Lutzinger
Notary Public

My Commission Expires:

October 22, 1956

covering Lot 15 of MILLER BLVD. Subdivision

IN WITNESS WHEREOF, the said holder of the deed of trust, has caused these presents to be signed by its President and its corporate

seal affixed and attested to by its secretary.

GENERAL AMERICAN LIFE INSURANCE COMPANY

By J. M. Sullivan
Vice President

(SEAL)
J. M. Sullivan
Secretary

STATE OF Missouri }
CITY OF St. Louis } ss

On this 16 day of March, 1954, before me appeared
J. M. Driscoll to me personally

known, who being by me duly sworn, did say that he is the
General American Life Ins. Co.
Vice President of 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 with full authority and that said

J. M. Driscoll acknowledged that it is the free act and deed of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the city and state aforesaid.

(SEAL)
Notary Public

Earl W. Walker
(Earl W. Walker) Notary Public

My Commission Expires: April 24, 1957.

AMENDMENT OF INDENTURE

We, the undersigned owners of certain improved real property consisting of a lot located in Chipper Road, a sub-division in the Village of Frontenac, in the County of St. Louis, Missouri, and also the holder of a certain deed of trust against the said improved real property referred to above, join in this instrument, and the parties hereto in executing this instrument understand that all of the Lot Owners and Trustees of the said sub-division, and all of the various holders of deeds of trust against the said Lots therein are executing or are about to execute an identical instrument as this to amend the Indenture of Chipper Road as to Lot Two (2) therein in accordance with the terms and conditions of Article IX therein, entitled "Revision of Restrictions" contained in the said Indenture of said sub-division, and the parties signatory hereto agree to revise and change the building line of Lot Two (2) as is shown on the Plat of said sub-division and thus amend the restrictions in Article One, paragraph "B" of said Indenture as to said Lot Two (2) pertaining to the building line so that the building line restrictions will be amended and reduced from fifty (50) feet to forty (40) feet in said Lot Two (2) of said sub-division, and thus the building line restrictions in Lot Two (2), after the amendment herein, will be forty (40) feet, so that the building line restrictions on Lot Two (2) will then be the same distance of forty (40) feet, as it has been and now is in various of the other Lots in the said sub-division.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 8th day of March, 1954.

Robert A. Long
Jean E. Long
Owner of Lot 96

STATE OF MISSOURI } ss
COUNTY OF ST. LOUIS }

On this 8th day of March, 1954, before me appeared Robert A. Long and Jean E. Long

his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My Commission Expires:

October 22, 1956

IN WITNESS WHEREOF, the said holder of the deed of trust has caused these presents to be signed by its President and its corporate

seal affixed and attested to by its assistant secretary.

THE FIDELITY INSURANCE COMPANY OF AMERICA

By Carl L. Matthews Vice-President CARL L. MATTHEWS

P. F. Finnegan Assistant Secretary P. F. FINNEGAN

STATE OF TEXAS } ss
COUNTY OF HARRIS }

On this 11th day of April, 1954, before me appeared



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CARL L. MATTHEWS to us personally known, who, being by me duly sworn, did say that he is the Vice-President of The Prudential Insurance Company of America, a Corporation of the State of New Jersey, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors; and said CARL L. MATTHEWS 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.



Mary J. Winburn
Notary Public in and for said State and County
Mary J. Winburn

Filed for Record Jan 24 1955 at 10:50 A. M. Gerald J. Donworth Recorder

No 5170

DEED

— IN —

Laurel Hill Memorial Gardens

THIS INSTRUMENT: Made this 1st day of August, A. D. 1954

between Laurel Hill Memorial Gardens, Inc., party of the first part, and ALBERT P. FRITZSCHE and/or ALPHA E. FRITZSCHE party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of One dollar and other valuable considerations ----- DOLLARS,

the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part and their heirs and assigns, all the following described PROPERTY, situated in the County of St. Louis, State of Missouri, to wit:

Sec. No. _____, Lot No. 148, Block No. 1, Unit Letter B, Space Nos. 1, 2, 3, 4

Garden of CROCUSES

of Laurel Hill Memorial Gardens, a cemetery to be used for interment purposes only, being so dedicated, and declared, the map and plat of subdivision being of record and on file in Book of Maps in the office of the Recorder of St. Louis County, in the State of Missouri.

The deed to the above described property is subject to all restrictions, rules and regulations and by-laws now in effect, or which may hereafter be enacted or adopted with reference to said cemetery.

TO HAVE AND TO HOLD THE SAME: Forever for Sepulchre only of the White Caucasian Race. The transfer of title to the above described property shall not be valid until the same has been recorded upon the Books of the Company.

And hereby covenant with the said second party, that they hold said premises by good and lawful title; that they have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And the said party of the first part for its successors and assigns, does covenant to WARRANT AND DEFEND the premises against the lawful claims of all persons whatsoever.

And the party of the first part does hereby certify that they have deposited with the Trustee of the Perpetual Care Trust Fund, the sum of \$25.00, same to become part of the Care and Maintenance Fund of Laurel Hill Memorial Gardens.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this instrument to be executed by its President and Secretary, and its corporate seal affixed this day and year above written.

Corporate Seal of Laurel Hill Memorial Gardens, Inc. with signatures of President and Secretary.

LAUREL HILL CEMETERY ASSOCIATION
This is to certify that the party or parties named herein are members of the Laurel Hill Cemetery Association.
This certificate is granted in view of the fact that the said party of the first part is a member of the Laurel Hill Cemetery Association. This certificate is granted in accordance with the rules and regulations of the Laurel Hill Cemetery Association. This certificate has been affixed to the Deed of the Laurel Hill Cemetery Association.
Secretary. President.

3200
D

AMENOMENT TO INDENTURE OF
CHIPPER ROAD SUBDIVISION

This Amendment to Indenture of Chipper Road Subdivision entered this 17th day of November, 1986 by the undersigned.

WHEREAS, there has heretofore been recorded an Indenture of Chipper Road Subdivision ("Indenture"), said Indenture being recorded in Book 2443 Page 50 of the St. Louis County, Missouri Recorder's Office as amended; and

WHEREAS, the Indenture provides that same may be ~~amended~~ **STATE OF MISSOURI) SS**
from time to time by the owners of eleven of the fifteen **COUNTY OF ST. LOUIS) SS**
of Chipper Road Subdivision; and **FILED 1986**

120

87 JUN 18 - AM 10: 15

WHEREAS, the undersigned constitute at least the ~~required~~ **RECORDED**
number of lot owners necessary to amend the Indenture. **ST. LOUIS COUNTY, MO.**

NOW THEREFORE, the undersigned, under the rights and powers granted by the Indenture, Article IX thereof, do hereby amend the Indenture as follows:

1. Article II shall be amended by adding thereto the following paragraph to be designated paragraph (e), said paragraph to read as follows.

"(e) No motor home, boat or derelict or inoperative motor vehicle shall be parked on any street or on any lot in the subdivision in any place other than in an enclosed garage."

2. Article VII shall be amended by amending the first sentence of the second paragraph of paragraph 6 of said article to read as follows:

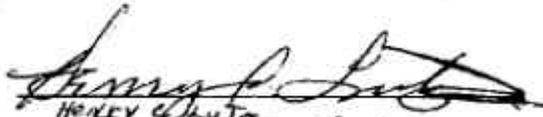
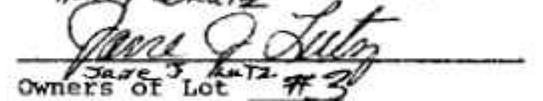
"If the bill with charges, including a reasonable attorney's fee and interest is not paid within one year from date of recording, the Trustees shall have power to enforce said lien by suit or foreclosure and any judgment entered may include a reasonable attorney's fee."

The remainder of paragraph 6 shall remain in full force and effect.

3. Article III of the Indenture is hereby stricken in its entirety.

4. All other provisions of the Indenture shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.


HENRY SCHUTZ

JANE S. LUTZ #3
OWNERS OF Lot #3

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 17th day of November, 1955, before me personally appeared A.C. Lutz and Jane S. Lutz, to me personally known and being duly sworn upon their oath did state that they are the owners of Lot #3 of Chipper Road Subdivision and that they executed the foregoing instrument

as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Mary E. Rabbitt
Notary Public

MARY E. RABBITT
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 19, 1988
ST. LOUIS COUNTY

My Commission Expires:

9-19-88

J.B. Janner
J.B. Janner, Jr.
Mary J. Janner
Owners of Lot #2 Nancy S. Janner

STATE OF MISSOURI

COUNTY OF ST. LOUIS

SS.

On this 17th day of November, 1986, before me personally appeared J.B. Janner and Mary Janner to me personally known and being duly sworn upon their oath did state that they are the owners of Lot #2 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Mary E. Rabbitt
Notary Public

MARY E. RABBITT
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 19, 1988
ST. LOUIS COUNTY

My Commission Expires:

9-19-88

Roland A. D.F.
Roland A. D.F.
Mary M. D.F.
Mary M. D.F.
Owners of Lot # 1 Mary M. D.F.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

SS. *Mary E. Rabbitt*

On this 17th day of November, 1986, before me personally appeared *Roland A. D.F.* and *Mary M. D.F.* to me personally known and being duly sworn upon their oath did state that they are the owners of Lot # 1 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Mary E. Rabbitt
Notary Public *Mary E. Rabbitt*

My Commission Expires:
9-19-88

Margot Martin
Owners of Lot 13 *MARGOT MARTIN*

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

SS.

On this 17th day of November, 1986, before me personally appeared *Margot Martin* and _____

to me personally known and being duly sworn upon their oath did state that they are the owners of Lot #13 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Mary E. Rabbitt
Notary Public MARY E. RABBITT
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 19, 1988
ST. LOUIS COUNTY

My Commission Expires:
9-19-88

David A. Conrad
DAVID A. CONRAD
Janis E. Conrad
JANIS E. CONRAD
Owners of Lot #5

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

On this 17th day of November, 1986, before me personally appeared *David A. Conrad and Janis E. Conrad* to me personally known and being duly sworn upon their oath did state that they are the owners of Lot #5 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Mary E. Rabbitt
Notary Public MARY E. RABBITT

My Commission Expires:
9-19-88

Mariane M Cox
Mariane M. Cox
D. Sherman Cox
Owners of Lot 4 D. Sherman Cox

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

On this 17th day of November, 1986, before me personally appeared Mariane M Cox and D. Sherman Cox to me personally known and being duly sworn upon their oath did state that they are the owners of Lot #4 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Mary E. Rabbitt
Notary Public

MARY E. RABBITT
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 19, 1988
ST. LOUIS COUNTY

My Commission Expires:
9-19-88

Brooke H Forsyth
Brooke H. Forsyth
Barbara B Forsyth
Owners of Lot #7 Barbara B. Forsyth

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

On this 19th day of November, 1986, before me personally appeared Brooke H Forsyth and Barbara B Forsyth.

to me personally known and being duly sworn upon their oath did state that they are the owners of Lot "7" of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

BETTY J. FINK
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES
ST. CHARLES COUNTY
My Commission Expires:
6/17/88

Betty J. Fink
Notary Public Betty J. Fink

Marlyn Adderton
Marlyn Adderton
J. Walter Adderton
J. Walter Adderton
Owners of Lot 9 J. Walter Adderton

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

On this 24th day of NOVEMBER, 1986, before me personally appeared MARLYN ADDERTON and J. WALTER ADDERTON, to me personally known and being duly sworn upon their oath did state that they are the owners of Lot 9 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Patricia Reynolds
Notary Public Patricia Reynolds

My Commission Expires:

Patricia Reynolds Notary Public
State of Missouri, County of St. Louis
My Commission Expires July 20, 1990

Dorothy W. Belz
Dorothy W. Belz

Owners of Lot 10

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

On this 9th day of December, 1986, before me personally appeared Dorothy W. Belz and _____ to me personally known and being duly sworn upon their oath did state that they are the owners of Lot 10 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

[Signature]
Notary Public

My Commission Expires:

LON E. MATHEWS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 2/3/88
ST. LOUIS COUNTY

Patricia J. Benson
Patricia J. Benson

Owners of Lot 9

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

On this 30th day of December, 1986, before me personally appeared Patricia J. Benson and _____ to me personally known and being duly sworn upon their oath did state that they are the owners of Lot 9 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Barbara M. Dite
Notary Public Barbara M. Dite

My Commission Expires:

BARBARA M. DITE
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 14, 1990

Martin D. Durbin
Cheri C. Durbin
Owners of Lot 15 Cheri C. Durbin

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

On this 26th day of January, 1986, before me personally appeared Martin D. Durbin and Cheri C. Durbin.

to me personally known and being duly sworn upon their oath did state that they are the owners of Lot #15 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Judith A. Wilson
Notary Public - Judith A. Wilson

My Commission Expires:
March 16, 1987

JUDITH A. WILSON
NOTARY PUBLIC STATE OF MISSOURI
ST LOUIS CITY
MY COMMISSION EXPIRES MAR 16 1987

Richard W. Yore M.D.
Richard W. Yore M.D.
Virginia R. Yore
Owners of Lot 15

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

On this 2nd day of March, 1987, before me personally appeared Richard Yore and Virginia Yore to me personally known and being duly sworn upon their oath did state that they are the owners of Lot # 100 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Shirley M. Kalil
Notary Public *Shirley M. Kalil*

My Commission Expires:
6/26/87

Notarized

8
9

CORRECTION TO AMENDMENT TO INDENTURE
CHIPPER ROAD SUBDIVISION

This Correction to Amendment to Indenture of Chipper Road Subdivision made and entered this 30th day of July 1987.

WHEREAS, there has heretofore been filed an Amendment to Indenture of Chipper Road Subdivision (Amendment) dated _____ 1987, same being recorded in Book 3147 Page 2352 of the St. Louis County Records and

WHEREAS, an error was made in the recitation of said Amendment and

WHEREAS, at a meeting of the lot owners and Trustees of said subdivision held on July 30th, 1987, the error was by unanimous vote and

STATE OF MO. DEED
COUNTY OF ST. LOUIS
RECORDED
89 JAN -6 PM 2:16

421

WHEREAS, the undersigned, as Trustee was directed and authorized to execute and record this instrument to correct said Amendment

RECORDED
ST. LOUIS COUNTY, MO.

NOW THEREFORE, the undersigned hereby corrects said Amendment as follows,

1. The second "Whereas" clause is amended and modified to read as follows:

"WHEREAS, the indenture, as previously amended, provides that same may be amended from time to time by the owners of twelve of the sixteen lots of Chipper Road Subdivision."

2. All other provisions of the Indenture, as amended, shall remain in full force and effect.

In witness whereof, the undersigned has executed this instrument the day and year first above written.

J. G. Jenney, Jr.
J. G. Jenney, Jr. TRUSTEE

State of Missouri)
County of St. Louis) SS

On This 30th day of July 1987 before me personally appeared _____ and to me personally known

and being duly sworn upon his oath did state that he is a duly elected Trustee of the Chipper Road Subdivision and that he executed the foregoing instrument as his free act and deed under authority granted and vested in him by the lot owners and Trustees of the Chipper Road Subdivision.

In Testimony whereof I have hereunto set my hand the day and year above written.


NOTARY PUBLIC
MARY E. RABBITT

Commission Expires
SEAL




* 2004071601213 *

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

TYPE OF INSTRUMENT: AMDT
GRANTOR: CHIPPER ROAD SUB BY TR
TO: [blank]
GRANTEE: [blank]

PROPERTY DESCRIPTION: CHIPPER ROAD SUB

Lien Number

Notation
X

Locator

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
1,213

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 14 pages, (this page inclusive), was filed for record in my office on the 16 day of July 2004 at 03:22 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

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

Janice Reber
Deputy Recorder



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

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

RECORDING FEE \$60.37
(Paid at the time of Recording)

Mail to:

WILLIAM F. CROWIN
#3 CHIPPER ROAD
ST LOUIS MO 63131

Destination code: M

B-15977 P-2884/2897

13

Notation

TITLE: AMENDMENT TO INDENTURE _____

DATE: 07/07/2004 _____

GRANTOR(S): CHIPPER ROAD SUBDIVISION BY TRUSTEES

GRANTEE(S):

GRANTEE'S MAILING ADDRESS:

LEGAL DESCRIPTION:

REFERENCE BOOK AND PAGE NUMBER: _____

This Amendment to Indenture of Chipper Road Subdivision entered this 7th
day of July, 2004, by the undersigned.

WHEREAS, there has heretofore been recorded an Indenture of Chipper Road Subdivision ("Indenture") being adopted on June 14, 1948 with said Indenture being recorded in Book 2443, Page 50, of the St. Louis County, Missouri Recorder's office, together with several amendments recorded later.

WHEREAS, the amended Indenture provides that same may be amended from time to time by the owners of twelve of the sixteen lots of Chipper Road Subdivision; and

WHEREAS, the duly elected trustees unanimously declare this amendment adopted and ordered recorded with supporting signatures.

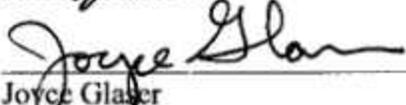
NOW THEREFORE, the undersigned, under the rights and powers granted by the Article IX of this Indenture as amended by July 30, 1987 amendment, do hereby amend the Indenture as follows.

1. Article II shall be amended by adding thereto the following paragraphs to be designated paragraph (f), said paragraph to read as follows:

(f) Any builder of new home construction is required to pay a Five Thousand Dollars (\$5,000.00) non-refundable fee ("Road Access Fee") payable to the "Trustees of Chipper Road." The "Road Access Fee" will be used to maintain Chipper Road Street due to heavy traffic causing long-term wear and deterioration. The "Road Access Fee" must be paid in full prior to Trustee approval of construction blueprints. In addition to the Road Access Fee, in the event there is acute or visual damage to the Chipper Road Street, or to the front entry sign, gas lamp, planter retaining wall area, or stop sign the Builder shall also be responsible for repairing such damages to the satisfaction of the Chipper Road Trustees



Jeffrey Glaser



Joyce Glaser

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

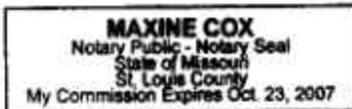
On this 17th day of June, 2004, before me personally appeared Jeffrey Glaser and Joyce Glaser, to me personally known and being duly sworn upon their oath did state that they are the owners of Lot # 6 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.



Notary Public

My Commission Expires:



Martha B. Letcher
Martha B. Letcher, Trustee

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

On this 23rd day of June, 2004, before me personally appeared Martha B. Letcher, to me personally known and being duly sworn upon her oath did state that she is the Trustee of the Martha B. Letcher Trust, U/T/A December 22, 1994 and warrants:

That the above described trust is the owner of a one half undivided interest in real estate in the Chipper Road Subdivision known and number as Lot # 13.

That the trust has not been revoked nor has the Trustee resigned.

That the Trustee is empowered by the above described Trust Indenture to execute this Amendment to the Chipper Road Subdivision Indenture and that she executed the foregoing instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Maxine Cox
Notary Public

MAXINE COX
My Commission Expires:
State of Missouri
St. Louis County
My Commission Expires Oct. 23, 2007

C. Scott Letcher
C. Scott Letcher, Trustee

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

On this 23rd day of June, 2004, before me personally appeared C. Scott Letcher, to me personally known and being duly sworn upon his oath did state that he is the Trustee of the C. Scott Letcher Trust, U/T/A December 22, 1994 and warrants:

That the above described trust is the owner of a one half undivided interest in real estate in the Chipper Road Subdivision known and number as Lot # 13.

That the trust has not been revoked nor has the Trustee resigned.

That the Trustee is empowered by the above described Trust Indenture to execute this Amendment to the Chipper Road Subdivision Indenture and that he executed the foregoing instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Maxine Cox
Notary Public

My Commission Expires:

MAXINE COX
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires Oct. 23, 2007

James B Bollinger
James Bollinger

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

On this 12th day of July, 2004, before me personally appeared James B. Bollinger, to me personally known and being duly sworn upon his oath did state that he is the co-owner of Lot # 15 of Chipper Road Subdivision and that he executed the foregoing instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Maxine Cox
Notary Public

My Commission Expires:

MAXINE COX
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires Oct. 23, 2007

Alan Camp

Alan Camp

Jeanette Mulcahy

Jeanette Mulcahy

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

On this 26th day of June, 2004, before me personally appeared Alan Camp and Jeanette Mulcahy to me personally known and being duly sworn upon their oath did state that they are the owners of Lot # 11 of Chipper Road Subdivision and that they executed the foregoing instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and year first above written.

Maxine Cox
Notary Public

MAXINE COX
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires Oct. 23, 2007