



* 2 0 1 3 0 2 0 1 0 0 5 7 9 *

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

TYPE OF INSTRUMENT: **AMDT**
GRANTOR: **OSAGE HILLS**
TO:
GRANTEE:

PROPERTY DESCRIPTION: **OSAGE HILLS**

Lien Number

Notation

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
00579

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 7 pages, (this page inclusive), was filed for record in my office on the 1 day of February 2013 at 01:05PM and is truly recorded in the book and at the page number printed above.

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

EAR2
Deputy Recorder



Janice M. Hammonds
St. Louis County, Missouri

Mail to:

[Empty rectangular box for mailing address]

Destination code: VC P

RECORDING FEE 39.00
(Paid at the time of Recording)

61

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

Title of Document:

**Amendment to The Trust Agreement and Indenture of
Restrictions in Osage Hills**

**SECOND AMENDMENT TO THE TRUST AGREEMENT AND INDENTURE OF
RESTRICTIONS TO OSAGE HILLS**

This Second Amendment to The Trust Agreement and Indenture of Restrictions to Osage Hills is made and entered into as of the date last below written by and among the undersigned Trustees and the owners of the lots in the subdivision known as Osage Hills, also known as Greenbriar, located in the City of Kirkwood, Missouri.

RECITALS:

A. On or about July 9, 1924, the original Trust Agreement and Indenture of Restrictions to Osage Hills was entered into by and among Bixby and Smith Incorporated, and the original Trustees of the Subdivision which created certain covenants and restrictions as to every parcel in the hands of present and subsequent owners of real property within the Subdivision, said restrictions recorded beginning at Book 812, Page 27 in the Office of the Recorder of Deeds of St. Louis County, Missouri. ✓

B. The current Trustees of the Subdivision deem it to be in the best interests of the Subdivision to modify and amend certain restrictions contained in the Indenture.

C. Pursuant to Missouri Revised Statutes, Chapter 213, Section 213.041 the Indenture may be modified and otherwise amended, without approval of the owners and recorded in the Recorder's Office of St. Louis County, Missouri.

D. The undersigned Trustees desire to modify and amend a restrictive covenant of the Indenture in violation of section 213.040.

NOW THEREFORE, the parties hereto agree and stipulate as follows:

Pursuant to Missouri Revised Statutes, Chapter 213, Section 213.041, the Trustees of the Osage Hills Subdivision hereby amend The Trust Agreement and Indenture of Restrictions in Osage Hills (Recorded July 9, 1926; Book 812, Page 27, Office of the Recorder of Deeds, St Louis County, Missouri) by deleting the

restrictive covenant Clause E, Paragraph 3, Subparagraph (L) in its entirety. No other changes are being made to the existing governing document.

Except as set forth herein, the remaining terms and conditions of the Indenture shall remain in full force and effect. This Amendment may be executed in multiple counterparts, all of which shall constitute one and the same document.

The Amendment is entered into this 1st day of February, 2013.

[Remainder of page left blank intentionally; signature pages follow]

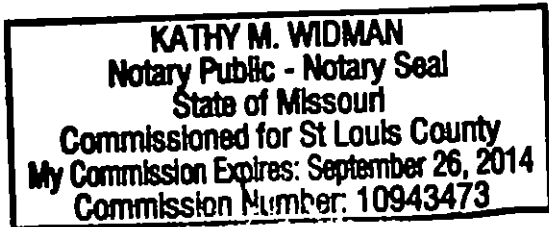
Signed Donald Walla
Donald Walla - Trustee

Date: _____

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

On this 23rd day of JANUARY, 2013, before me personally appeared **Donald Walla** 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 and that the information contained therein is true and correct to the best of his knowledge, information and belief.

IN WITNESS 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.



Kathy M Widman
Notary Public

My Commission Expires: 9/26/2014

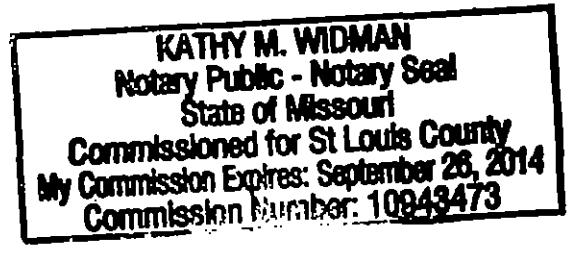
Signed *John Brencick*
John Brencick - Trustee

Date: 1/20/2013

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

On this 20th day of JANUARY, 2013, before me personally appeared **John Brencick** 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 and that the information contained therein is true and correct to the best of his knowledge, information and belief.

IN WITNESS 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.



Kathy M Widman
Notary Public

My Commission Expires: 9/26/2014

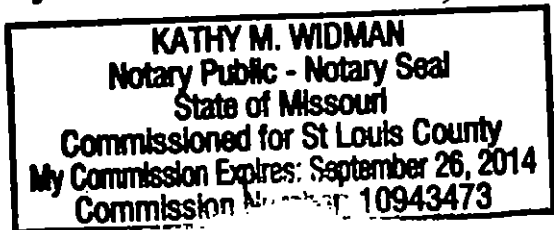
Signed Helen Becker
Helen Becker - Trustee

Date: Jan 23, 2013

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

On this 23rd day of JANUARY, 2013, before me personally appeared **Helen Becker** to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed and that the information contained therein is true and correct to the best of her knowledge, information and belief.

IN WITNESS 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.



Kathy M Widman
Notary Public

My Commission Expires: 9/26/2014

NOW, THEREFORE, Jack Miner, C. D. Hill, and Joseph J. Howard, the successor Trustees of Osage Hills acting under and pursuant to the power granted to them by the said Trust Indenture and Clause G. thereof, do hereby alter, amend, and change, with the written consent of the owners of more than two-thirds in front feet of all lots in said subdivision, the said Trust Indenture by adding thereto as paragraph 10 of Clause E., the following:

10. A one story (ranch type) house may be approved by the Trustees and built in Osage Hills provided the following restrictions are observed:
- (a) The roof shall be pitched or hip construction with a minimum slope of 5/12. A flat sloping roof shall not be considered acceptable.
 - (b) The lot shall have a minimum front footage of 90 feet.
 - (c) The house shall contain the following minimum areas of heated living space:
 1. 1250 square feet of heated living space on the main floor, plus an exposed walk-out basement with large picture window and door which will provide suitable space for a heated activities or rathskellar room of at least 250 square feet. This type of construction assumes that the first floor will be entered on the ground level, while the lower activities room will be entered on ground level from another portion of the lot.
 2. 1250 square feet of heated living space on the main floor plus an enclosed heated porch suitable for year around activities with a minimum of 250 square feet of floor space.
 3. 1500 square feet of heated living space on the main floor when the provisions of Items 1 or 2 of this amendment are not desired or practical.
 - (d) The house shall have an attached and enclosed two car garage (car ports shall not be acceptable.)
 - (e) Restrictions of the Indenture shall otherwise be observed except insofar as they are covered in this amendment.

All provisions, rules, regulations, limitations and restrictions contained in said Trust Indenture not herein altered, amended or changed shall continue in full force and effect:

IN WITNESS WHEREOF, the said successor Trustees have caused this Amendment to be executed this ~~30th~~ ^{April} day of ~~May~~, 1955.

Jack Miner
Jack Miner

C. D. Hill
C. D. Hill

Joseph J. Howard
Joseph J. Howard
Being all of the Successor Trustees

In the presence of:

John R. Beaman, Jr.

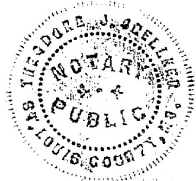
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

On this 20 day of APRIL, 1955, before me personally appeared Jack Miner, G. D. Hill, and Joseph J. Howard, Successor Trustees, Osage Hills Subdivision, 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.

Andrew J. Gellan
Notary Public

My term expires
My Commission Expires Sept. 1, 1956



CERTIFICATION AS TO NUMBER OF CONSENTS OF LOT OWNERS TO AMENDMENT

We, Jack Miner, G. D. Hill and Joseph J. Howard, the successor Trustees of Osage Hills Subdivision, do hereby certify that ^{as per} ~~the~~ ~~above~~ attached ~~consents~~ ~~of~~ ~~lot~~ ~~owners~~ to the amendment of the Trust Indenture total 23,102 front feet which is more than the necessary two-thirds in front feet of the whole subdivision ^{and made a part hereof as Exhibits 1 to 128 inclusive.} Witness our hand this 30~~th~~ day of ~~May~~ ^{April}, 1955.

Jack Miner
Jack Miner
G. D. Hill
G. D. Hill
Joseph J. Howard
Joseph J. Howard
Being all of the Successor Trustees

In the presence of:

James B. Baisant Jr.

March 17, 1955

Amendment to the
Trust Agreement and Indenture of Restrictions
Osage Hills

The executive committee of the Greenbriar Hills Property Owners Association submit the following amendment to the Trust Agreement and Indenture of Restrictions in Osage Hills:

Amendment I

A one story (ranch type) house may be approved by the Trustees and built in Osage Hills provided the following restrictions are observed:

- (a) The roof shall be pitched or hip construction with a minimum slope of 5/12. A flat sloping roof shall not be considered acceptable.
- (b) The lot shall have a minimum front footage of 90 feet.
- (c) The house shall contain the following minimum areas of heated living space:
 1. 1250 square feet of heated living space on the main floor, plus an exposed walk-out basement with large picture window and door which will provide suitable space for a heated activities or rathskellar room of at least 250 square feet. This type of construction assumes that the first floor will be entered on the ground level, while the lower activities room will be entered on ground level from another portion of the lot.
 2. 1250 square feet of heated living space on the main floor plus an enclosed heated porch suitable for year around activities with a minimum of 250 square feet of floor space.
 3. 1500 square feet of heated living space on the main floor when the provisions of Items 1 or 2 of this amendment are not desired or practical.
- (d) The house shall have an attached and enclosed two car garage (car ports shall not be acceptable.)
- (e) Restrictions of the Indenture shall otherwise be observed except insofar as they are covered in this amendment.

I hereby approve the above amendment to the Trust Agreement and Indenture of Restrictions in Osage Hills and request the Trustees to so amend them in accordance with Clause G of the Indenture.

Owners of the following lots:

Section Lot # 94 MORNINGCLIFFE Husband W. R. Cole
 Section C Lot # 127 Wife Mrs. W. R. Cole
 Section Lot # Date March 21, 1955
 Section Lot #

I hereby approve the above amendment to the Trust Agreement and Indenture of Restrictions in Osage Hills and request the Trustees to so amend them in accordance with Clause G of the Indenture.

Owners of the following lots:

Section A Lot # 9 Husband John H. Spring Jr
 Section Lot # Wife Netta Spring
 Section Lot # Date April 29, 1955

812
27

of which he shall pay, first, the cost and expense of executing this trust, including lawful compensation of said trustee, and also an auctioneer's fee of ten dollars for each parcel of land sold hereunder; and, next, he shall repay to any person or persons who may or shall, under the covenants hereinbefore set forth, have advanced or paid any money for taxes, as above provided, all sums so by him or them advanced and not already repaid, together with interest thereon at the rate of eight per centum per annum from date of such advance till day of payment; and, next, the amount unpaid on said notes, together with the interest accrued thereon, and the remainder, if any, shall be paid to the party of the first part or legal representatives, and the said party of the second part covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for wilful negligence or misconduct. In witness whereof, the said party of the first part has hereunto set his hand and seal on the day and in the year first above written.

John Jaeger (Seal)

State of Missouri (SS: On this 1st day of July 1926, before me personally appeared John Jaeger to City of St. Louis) 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, and the said John Jaeger further declared himself to be single and unmarried, In testimony whereof, I
Richard J. Klohn have hereunto set my hand and affixed my official seal at my office
Notary Public in St. Louis, Mo; the day and year first above written.

City of St. Louis, Mo. My term expires 1927. My Commission expires February 8, 1930.
Richard J. Klohn Notary Public.

Filed for record Jul 9, 1926 at 11:00 clock A.M. Arthur H. Schmidt Recorder of Deeds.

Trust Agreement and Indenture of Restrictions in Osage Hills. Indenture made and entered into this 9th day of July, A.D. 1926, by and between Bixby & Smith, Inc. - incorporated, a corporation organized and existing under the laws of Missouri; party of the first part, hereinafter referred to as the Corporation, and Ralph F. Bixby, Harry M. Cook and James C. Smith, all of the City or County of St. Louis, State of Missouri; parties of the second part, hereinafter referred to as the trustees, witnesseth: Whereas, the said corporation owns certain parcels of land situated in the County of St. Louis, State of Missouri, described as follows: A tract of land bounded northwardly by the right of way of the Missouri Pacific Railroad, and the northern line of said section 16, eastwardly by the western line of a subdivision entitled "Woodbine Heights" southwardly and southeastwardly by the Quinette Road and westwardly partly by 2.47 acre tract excluded in deed from Leopold Marquity to Herschel H. Paramote in book 82, page 398, St. Louis County Recorder's office, and westwardly and southwardly partly by tract conveyed to Kraus and Bartold by deed in book 0-3, page 243, St. Louis County Recorder's office, and westwardly partly by property of Josephine E. Methudy, et al, A tract of land bounded northwardly partly by the northern line of property formerly of Bernheimer, northwestwardly and northwardly by the Quinette Road and southeastwardly and southwardly by the right of way of the St. Louis and San Francisco Railroad, and, whereas, the said corporation has caused the said land to be laid out as a subdivision under the name of "Osage Hills" and a plat thereof to be made and recorded in the office of the Recorder of Deeds for said County in plat book 23, pages 42 and 43, and whereas, the lots shown on said plat be all subject to the following

See Instrument of Filed Feb 2-1926 Book 5896 Page 279

July 20 1925 C.L.F. 11403 TIC 6491 S.L. CT 2216

812
29

29

South Conca
Madoc Trail, and
Osage Trail (subject to conditional dedication)

and as alleys, walks and parks, all of the width and length as shown on said plat, and the uses and trusts under which said streets, alleys, walks and parks are now conveyed to the said trustees and are to be held by them, and their powers with respect thereto, and the easements and rights of the lot owners therein, and the restrictions which are now imposed upon or against the various lots in said subdivision are now defined as follows: Clause A. 1. The trustees shall keep the said streets, alleys and walks open at all times for the private use and benefit of owners of lots in said subdivision with power in the trustees as they may deem best at any and all times to make improve and construct and reconstruct the same, and maintain and repair the same, to regulate the use thereof, and to provide for the proper lighting, policing and protection of same, and to construct and maintain, or permit others to construct and maintain, overhead or underground transmission systems and pipes, conduits and other means for the transmission of water, gas, electric, telephone, and telegraph services, and steam, hot water and other useful agencies, and storm and foul water sewer systems. (All of which systems and agencies, together with the appurtenances, are hereinafter referred to as "utilities") for the benefit of said subdivision and the owners of lots therein. 2. The trustees shall also have the right at all times to construct and maintain, or permit others to construct and maintain utilities on or over the rear five feet of all lots in said subdivision and on certain side lot lines as shown on plat, and under the rear two feet of all lots in said subdivision, and under the two feet along certain side lot lines whenever a 5 foot overhead easement is shown on said plat, for the benefit of said subdivision and the owners of lots therein, such strips are hereinafter referred to as "easement strips" and are marked "Easements" on the plat. 3. The trustees shall provide for, and forever secure to the owners of lots in said subdivision, and each of them, the right, benefit and advantage of having ingress and egress from and to, over, along and across said streets, alleys and walks, and each and every one of them, and of frequenting, using and enjoying them; also of using the same for street purposes of every kind, for which private streets in desirable residence sections are usually used; also the right, benefit and advantage (subject to general rules and regulations hereinafter established or prescribed by the trustees and subject to the established charges thereof) of connecting with and using the utilities, or any of them, which may be constructed on or upon the said streets, alleys or walks, or in or along the said easement strips as above provided; and also the use and enjoyment of the parks (subject to the established rules and regulations adopted from time to time by the trustees.) 4. The trustees shall provide that no person, firm or corporation shall at any time obstruct or occupy with building materials, soil or any other object that might prevent free passage of the public more than one half of any sidewalk or tree lawn, or more than meeting of any street or alley, or shall in any manner obstruct the free passage of water in any gutter or alley with such building materials, soil or other object; and that no person, firm or corporation shall permit or suffer any building materials, soil or other object that might obstruct free passage of the public, to stand on any street, alley or sidewalk during the night time, without placing or causing to be placed on or about such obstruction red signal lanterns, which lanterns shall be maintained lighted from six o'clock P.M. of each day until six o'clock A.M. of the following day until such obstruction is removed. 5. The trustees may require a deposit not exceed \$50.00 to be made by the owner of the property, or his agents, to insure the trustees that all buildings, materials or debris, deposited in the private alleys in connection with their work in such buildings, be removed and that the same be on a condition equal to that existing before their removal.

812
30

trustees shall repay such deposit to the person entitled to receive same, when the provisions of this clause are complied with. Clause B. The rights and easements herein granted are to be easements in fee annexed to and forever to continue to be annexed to and passing with and inuring to each of the lots as appurtenances thereto, and said lots and each of them are to forever remain subject to the burdens and entitled to the benefits involved in said easements, except as herein otherwise provided; and it is hereby expressly agreed that the said rights and easements and each of them, are created and granted subject to the powers and rights granted to the parties of the second part by Clause C of this Indenture, and to the provisions of Clause D of this Indenture, and shall be availed of and enjoyed only under and subject to such reasonable rules and regulation as the parties of the second part or their successors may from time to time make and prescribe, or as may be prescribed under and by authority of the provisions of Clause D; and none of the things, power to do which is hereinafter conferred upon the parties of the second part or their successors, shall be done (unless otherwise in this Indenture provided), excepting by and through the parties of the second part or their successors or with their written permission. Clause C. 1. The parties of the second part and their successors, as joint tenants and not as tenants in common, shall for and during the period of the trust and of the said restrictions have the following rights, authorities, powers, interests and duties; 2. To construct, reconstruct, maintain or repair streets, roadways, driveways, pavements, sidewalks, crosswalks, gutters and curbing, or any of them, in and upon the aforesaid streets, alleys and walks, or any of them; to plant, grow and preserve trees and shrubbery in any appropriate space in or upon said streets, walks, and parks, or any of them, and to construct, lay, maintain, reconstruct and repair proper and sufficient utilities and connections therewith, in or upon the said streets, alleys, walks and parks, or any of them, and in or upon the easement strips shown on said plat, to construct, purchase and maintain fountains, benches, fences and recreational facilities in the parks; and all of the said rights and powers shall apply to and be exercised upon or with respect to such like improvements and conveniences, or any of them, as may be made by the Corporation, and it shall be the duty of the trustees to levy assessment for, contract for and make any or all of the improvements herein authorized whenever requested, so to do by petition in writing signed by the owners in fee of lots in said subdivision who will have to pay at least fifty one percent (51%) of the cost of such contemplated improvement or improvements; and if the trustees fail to levy such assessment, contract for and commence the making of such improvements within six months from the date when so requested, or if they have made the assessment and they fail to commence the work within six months from the time when such assessment has been paid in, then, on the petition of any of the said lot owners, or any proceeding which may be brought by him or them, and after due notice to the trustees, the Circuit Court of this County shall have the jurisdiction, in its discretion, to remove the trustees so refusing to act, and appoint new trustees in their place and stead, to hold office for the unexpired term of the trustees so removed, but said Court shall, if possible, appoint as trustees only persons who are owners of lots in said subdivision; such new trustees so appointed shall during their term of office have all of the powers herein given to the trustees named. 3. Also, to grant to such person or persons, corporation or corporations, and for such time as they, the trustees or their successors may deem best, the right to enter upon said streets, alleys, walks and parks, or any of them, or the said easement strips shown on said plat, and erect and maintain utilities, and to supply the same for the use and benefit of the respective owners or rightful occupiers.

of said lots or any of them. 4. Also to light, police, sprinkle, oil and clean said streets, alleys and walks, and to clean the sewer systems, pipes, conduits and connections therein; to preserve, maintain and keep open the same and the connections, entrances and exits of same whenever necessary so to do by appropriate legal proceedings; also to pay the general and special taxes which may be assessed against the same; also to receive, hold, convey, dispose of and administer in trust, for the purposes of this Indenture, any gift, grant, conveyance or donation of money or real or personal property; and generally to do whatever else may to the trustees or their successors seem to be necessary with respect to said streets, alleys, walks and parks, including the collection, removal, carrying away and disposal of garbage, rubbish and ashes from the said streets, alleys, walks and parks, and in and from the lots, or any of them, in said subdivision, and to make proper contracts therefor covering such periods of time as the trustees may deem best. 5. Also to make provision with the City of Kirkwood, or any other municipality or any water company to furnish water for use upon any lot or lots in said subdivision or in any residences or buildings thereon; also for protection against loss or damage by fire of any improvements now or hereafter erected in said subdivision, and for the sprinkling, washing and cleaning of streets, alleys and walks, curbing and guttering, or any of them, or the watering of trees, grass and shrubbery thereon, or for any other use thereon by the trustees deemed necessary or proper and also for use in cleaning or flushing sewers in said subdivision, and also for any other uses in said subdivision which the trustees may from time to time deem necessary or proper and to enter into any contract or contracts with respect to such water and the furnishing thereof and the payment therefor as the trustees may deem proper. And that the trustees may install and keep in operation and repair water and fire plugs, police signal systems and connections in said streets, alleys and walks. 6. Also to convey and grant to others outside of said subdivision, the right to use the private streets, alleys, walks and parks, and any and all utilities that may at any time or from time to time be in the aforesaid streets, alleys, walks and parks, or in the said easement stripes shown on said plat, the terms of, and compensation for such use or uses to be agreed upon by the trustees or their successors, or determined as may be provided by law or ordinance. The compensation received for such use or uses shall be held and expended as necessary, by the trustees or their successors, for the maintenance, repair, lighting, cleaning, policing, sprinkling, improving and beautifying of such streets, alleys, walks and parks (and any and all utilities thereon) within the said subdivision as the trustees may deem necessary or proper; provided, however, that any such right or use granted to others shall be in common with the right of those in the said subdivision and shall not be conveyed or granted as to any sewer or gas pipe or any other pipe or conduit, unless the capacity of the sewer or pipe or conduit to be affected shall be ample to accommodate the rightful use thereof by those in the subdivision and such additional use. 7. Also to cut, remove and carry away from all vacant lots in said subdivision and properly dispose of all weeds, and unsightly grasses and other growths, as well as rubbish, filth and accumulations of debris and other things, tending to create unsightliness or untidiness. This may be done at the expense of the trust or at the expense of the individual lot owner on whose premises such expense is incurred, by special assessment against him, as the trustees may determine. 8. Also to transfer and convey to any public authority any utilities which may therefore have been constructed by the Corporation or by the trustees, and to receive a money consideration therefor, but such money consideration shall be refunded by the trustees to the Corporation or persons who have therefore advanced such cost of construction, and the Corporation hereby reserves unto itself, its successors and assigns, the right to receive and use for its own use and benefit any money so refunded to it for

812
32

such improvements, 9. Also as trustees of an express trust and for the benefit of all the owners of lots in said subdivision, to prevent any infringement or compel the performance of any covenants or restrictions in this Indenture, contained, and to prescribe and enforce reasonable rules and regulations with respect to the use of the streets, alleys, walks and parks, and of the utilities or any of them, 10. Also the right is hereby expressly granted to the trustees to prohibit heavy hauling over, upon or along said streets, or any of them; also to prohibit speeding or racing thereon; also to prohibit the obstruction of said streets, alleys or walks, or any of them, by storing lumber, brick or other building material thereon, or using the same or any part thereof for the mixing of concrete, lime, cement or other building materials; and the trustees may require that all such building material be stored, and all such mixing be done upon the lots themselves, 11. Also to dedicate to public use the streets, alleys, walks, parks and park spaces or any part thereof, in said subdivision; provided that such power to dedicate a street, alley or walk, or park or park space or any part thereof, to public use shall not be exercised unless a request therefor be made in writing by the owners of a majority in frontage of the lots fronting or abutting on such streets, alleys, walks, parks or park spaces so to be dedicated, 12. Whenever any street, alley or walk, park or park space, or any part thereof, is dedicated to public use or is condemned and taken by public authority, then the powers and duties of the trustees with respect to the same shall cease, but the restrictions by this Indenture imposed on the lots in said subdivision shall nevertheless continue in full force and effect until the termination thereof, as provided in clauses D and H. Unless the trustees should be requested to dedicate the streets, alleys or walks, parks or park spaces, or any of them, to the public for public use as herein before provided, the trustees shall hold the same perpetually upon the trusts herein provided for the private use and benefit of the owners of the lots in said subdivision. If any moneys are received by the trustees as compensation for streets, alleys or walks, parks or park spaces, taken in condemnation proceedings, the amounts so received shall be applied first to the payment pro rata of any damages which may be assessed against any of the lot owners in said subdivision, and the surplus if any, shall be held by the trustees and shall be used for general purposes of the trust the same as funds collected under paragraph 16 of this Clause C. 13. The trustees are also empowered at any time, if requested so to do by the owners in fee simple of a majority of the frontage fronting on any street, to change the name thereof by instrument to be placed of record, 14. Also in exercising the powers, rights and privileges granted to them, and in discharging the duties imposed upon them, to from time to time employ agents, servants and laborers as they may deem necessary, and employ counsel and institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them or either of them in their character as trustees, 15. And it shall be the duty of the trustees, when in their discretion it may seem necessary and proper, to avail themselves and exercise the rights and powers herein granted to them, provided that nothing herein contained shall be taken to compel the trustees to make any payment or incur any liability in excess of the amount which shall for the time being be in their hands as the result of assessments made against lot owners as hereinafter provided; 16. In order to provide the means necessary to make the payments and perform the duties and avail themselves of and exercise the rights and powers aforesaid, and secure the various ends contemplated and intended to be effected by means of the Indenture other than the special assessments referred to in paragraph 20 of this Clause C, the trustees are hereby empowered to collect during

812
33

33

each year, from and after the date of this Indenture, from the owners of lots in said subdivision, a sum of money sufficient for all the general purposes hereinbefore recited (in addition to the special sums hereinafter mentioned for specific purposes) provided that the total amount required in any year for said general purposes shall not exceed a sum equal to fifty cents for each foot of the aggregate frontage of all the lots in said subdivision as shown by the recorded plat of said subdivision. When the word "frontage" is used in this Indenture, it shall apply to the frontage as shown on the recorded plat, but in determining the amount to be collected from owners of corner lots the trustees shall take as a basis for their figures only one half of the total frontage on all streets adjoining such corner lots. The total amount so required for general purposes shall be determined or estimated from year to year by the trustees and may be made payable in advance or in one or more installments as the trustees may determine; and the owner or owners of each lot, irrespective of its location, shall be required to pay in advance on such account such proportion of the said annual amount (in the installment or installments as called for by the trustees) as the frontage of such lot bears to the total frontage of all the lots in said subdivision as shown by the said recorded plat of the said subdivision; the frontage of corner lots to be figured as hereinbefore stated. Taxes, which may be assessed against the streets, alleys, walks and parks herein conveyed to the trustees and title to which shall be held by the trustees, shall be paid by them out of the funds collected in accordance with this paragraph. If the annual assessment for general purposes as previously fixed by the trustees is insufficient to provide for all such general purposes, the trustees may levy and collect additional assessments from time to time for general purposes, not exceeding, however, fifty cents per front foot in each year as hereinbefore provided. 17. If the trustees should at any time be sued for damages for personal injuries or death sustained by any one or for damage to property sustained by any one on any of said streets, alleys, walks or parks, the trustees may employ attorneys to defend such suit or action, or make settlement of such claim or claims before or after suit, and the expense thereof including any amount paid in settlement or any judgment recovered against them, and interest and costs and attorneys' fees and other expenses of defending such action, shall be assessed by the trustees pro rata against all the lots in said subdivision in the same manner as provided in the foregoing paragraph 16 and payment thereof shall be enforced as hereinbefore provided. The amount so to be paid shall be in addition to the assessments for general purposes referred to in the foregoing paragraph 16. 18. It is further understood and agreed that the cost of constructing and reconstructing streets, alleys and walks, or any of them, in said subdivision, including the cost of grading, regrading, preparing the roadway for all superstructures, placing the foundations and roadway paving of such streets, alleys and walks, and the cost of constructing or reconstructing the sidewalks, crosswalks, curbing and guttering, shall not be included in the annual amount for general purposes as provided in paragraph 16. But whenever the Trustees shall decide upon any such improvement they shall estimate or cause to be estimated the total cost thereof, and such cost shall be apportioned by the trustees against the owners of the property benefited or to be benefited thereby in the same manner as the cost of like improvements which now or may hereafter be apportioned by law in the City of St. Louis, Missouri, except that for such purpose the private streets, walks and alleys shall be treated the same as if they were public streets, walks and alleys; and the owners of each lot in said subdivision against which such charge is apportioned as aforesaid shall be required to pay, at such a time and in such a manner as may be determined by the trustees, on account of such lot, such amount as

812
34

of such total cost or estimated cost as may be so apportioned against him or them, and the trustees may require the payment thereof or payments on account thereof in advance before letting the work for such improvement, or while the work is in progress, and the cost or estimated cost of constructing or reconstructing the utilities, or any of them, shall also be apportioned (as the trustees deem proper) among and collected from only those lot owners whose lots, in the opinion of the trustees, are or will be benefited by such improvements, and payment may be required in advance, as in paragraph 20 of this clause C provided. 19. A written or printed notice signed by the trustees or a majority of them, or having their names written or printed thereon with their authority, stating the amount of money required for general purposes hereinbefore recited, or of any installment or installments thereof, or of the sums hereinbefore required for special purposes (other than such general purposes,) and the date or dates when payment thereof must be made, shall be served not less than ten days before any payment under the said notice shall be required to be made, upon each of said owners, either by delivering said notice to each owner personally or to his agent or to any person over the age of 15 years found on their respective lots, or by mailing the same to the usual post office address of such owner or owners, or posting the same upon any conspicuous place on such lots, service in any one of said methods shall be sufficient. And the said annual amount and installments thereof (and any special assessment required to be paid as above provided) shall as soon as such notice be served, become to the extent of and for the amount payable by each owner as above provided, a charge or lien upon his lot or lots and upon his interest in any lot or lots, and said lien shall continue in full force until said amounts are fully paid, and the same (together with all other assessments) shall constitute a first lien against the property superior to any lien or encumbrance which the owner may have theretofore created, or may thereafter create against the said lot or any improvements thereon, and all persons acquiring any interest in the said lots, or any of them, from the owner or owners thereof, whether voluntarily or involuntarily, shall take the same subject to such right or power in the trustees to assess the same for the purposes of this Indenture. In case said annual amount or any installment thereof, or any special assessment, is not promptly paid when due, it shall thereafter bear interest at the rate of eight per cent. (8%) per annum, and if after default the same shall have been placed in the hands of an attorney for collection, the fee of such attorney shall be paid by the lot owner or lot owners in default against whom such action to enforce collection has been taken, and shall likewise be a first lien on the lot or lots of such owner or owners. The trustees may sue and prosecute any legal proceedings at law or in equity, or both, against the owner or owners of the lot so making default, and all persons claiming through or under them, to compel such payment with interest, costs of suit and attorney's fees attending the recovery of the payment in default. Each lot in respect of which default is made shall at all times on occasion of any such default, be liable to be sold under the order or decree of any court of competent jurisdiction under appropriate legal proceedings in like manner as if the amount so due and unpaid with interest, costs and attorney's fees was secured by first mortgage on such lot, to the end that out of the proceeds of such sale the amount so in default be raised and paid, with interest, costs and attorney's fees; the purchaser or purchasers, however, at any such sale shall take subject to this Indenture and to all of the covenants, easements, provisions, powers and rights herein contained, created or granted, in the same manner and to the same extent as if said lot owners had sold said lots voluntarily subject to the provisions hereof, except of course, that such sale shall clear the property sold from the lien of the particular assessment in default and on account of which said sale occurred. The owner of any lot at the time of such assessment, whether general, or

812
35

special, shall also be personally liable to the trustees for the payment thereof, together with interest, attorneys' fees and costs. 20. Whenever the trustees shall determine that any improvement in the streets, alleys or walks, or in the easement strips shown on said plat, or any of them, do not constitute an improvement benefiting the entire subdivision (the word "improvement" as used herein includes the construction or reconstruction of sidewalks and utilities), the trustees may apportion the cost or estimated cost thereof only against the owners of property benefited thereby, and the owner or owners of each lot against which such charge is apportioned shall be required to pay at such time or times as may be determined by the trustees on account of such lot, such proportion of the total cost as may be so apportioned against him or them. Notice of such special assessment shall be given as provided in section 19. And in case the same or any installment thereon is not promptly paid when due, it shall thereafter bear interest at the rate of eight per cent (8%) per annum, and if after default the same shall have been placed in the hands of an attorney for collection, the fee of such attorney shall be paid by the lot owner or owners in default against whom such action to enforce collection has been taken, and the same shall likewise constitute a first lien against the lot or lots of such owner or owners. Such special assessment shall, as soon as such notice is served, become to the extent of and for the amount payable by each owner as above provided, a charge and lien upon his lot or lots and upon his interest in any lot or lots, and said lien shall continue in full force until said special assessment has been fully paid, and the same, together with other general and special assessments, shall constitute a first lien against the property superior to any other lien or encumbrances which the owner may have theretofore created or may thereafter create against the said lot or any improvements thereon, and all persons acquiring any interest in the said lots, or any of them, from the owner or owners theretofore voluntarily or involuntarily, shall take the same subject to such right or power in the trustees to assess the same for the purposes of this Indenture. Each lot in respect of which default is made shall at all times on occasion of any such default be liable to be sold under the order or decree of any court of competent jurisdiction and appropriate legal proceedings in like manner as if the amount so due and unpaid with interest, costs and attorneys' fees, was secured by first mortgage on such lot, to the end that out of the proceeds of such sale the amount so in default be raised and paid with interest, costs and attorneys' fees. The purchaser or purchasers, however, at any such sale shall take, subject to this indenture and to all of the covenants, incumbrances, provisions, powers and rights herein contained, created or granted, in the same manner and to the same extent as if the said lot owners had sold said lots voluntarily, subject to the provisions hereof, excepting, of course, that such sale shall clear the property sold from the lien of the particular assessment in default and on account of which said sale occurred. The owner of any lot at the time of such assessment shall also be personally liable to the trustees for the payment thereof, together with interest, attorney's fees and costs, and no lot owner shall be permitted to connect his lot or building with such special improvement until his assessment for such improvement shall have been fully paid. 21. It is further understood and agreed that if the furnishing of water to lot owners undertaken by the trustees under contract with any municipality or water company as the trustees are herein authorized to do, the cost of furnishing water to any lot owner in said subdivision shall not be included in the annual amount for general purposes as aforesaid, but each lot owner shall deal with the trustees with respect to such cost on his own account (it being understood, of course, that there shall be no discrimination between lot owners, nor shall any profit be made by the trustees), and the trustees may demand such security in cash or otherwise for the payment by any lot owner on account of such water cost as they, the trustees, may deem proper for the failure to give or maintain such security.

Exposition

to connect with any water pipe or may sewer or cause to be secured any connection now or hereafter made until security be given and maintained as aforesaid, and until any amount for the payment of which said lot owner may be delinquent shall be paid. If the trustees suffer any loss on account of the failure of any lot owner in respect to giving any security or making any payment, said trustees may reimburse themselves out of any collection from the entire subdivision hereunder.

D. The trusts and the restrictions in this Indenture set forth shall continue and be binding upon the Corporation and the trustees and upon their successors and assigns for a period of twenty five (25) years from the day of July, 1926, and shall automatically be continued thereafter for successive periods of fifteen (15) years each, provided, however, that the owners of the fee simple title to a majority of the front feet of the lots of this subdivision may terminate the trusts or release all of the land hereby restricted from any one or more or all of the said restrictions at the end of this twenty five (25) year period or of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Recorder of Deeds of St. Louis County, Missouri, at least five (5) years prior to the expiration of this twenty five (25) year period or of any fifteen year period thereafter. The provisions of this Clause D shall not apply however to the Club Grounds nor to the restrictions hereinafter provided for the same in Clause H.

H. 2. This agreement shall not be altered, amended, changed or discontinued in any other way except as provided in Clause F. At the termination of this agreement by action of the lot owners as in this Indenture provided, the trustees shall by proper deed or other instruments dedicate all the streets, alleys, walks and parks in the said subdivision (not previously dedicated) to public use in accordance with the statute in such cases made and provided.

E. The Corporation for itself and its successors and assigns and for and on behalf of all persons who may hereafter derive title to or otherwise hold through it, its successors or assigns any one or more of the said lots or any part of any one or more of said lots, further covenants with the trustees and for the benefit of the future owners of said lots and each of them, as follows: (1) That each of said lots, and also the person or persons from time to time owning the same, shall forever stand and remain bound and chargeable to the trustees for the full and faithful compliance with all and singular the provisions, stipulations, conditions and restrictions herein, and prompt payment of all assessments, liens and costs in this Indenture contained and set forth or provided for, whether in the form of covenants or not, so far as such provisions by their terms embrace or may be applicable to the respective lots. (2) That the following general restrictions shall apply to all lots in the subdivision, whether residence lots or excepted lots, and each lot owner covenants: (a) That he will not raise the grade of any lot above present grade at the front building line more than two feet higher than the highest point of the curb in front of said lot without the written consent of the trustees; (b) That he will not erect any building on any lot of which any wall will extend beyond or encroach in front of the building line or building lines of such lot as delineated or designated on the plat of said subdivision, except with the written consent of the owners of at least sixty per cent (60%) of the property in the block in question, the written consent of the owner or owners of the adjoining lot or lots, and the written approval of the trustees; (c) That a building line or building lines for each lot is hereby established as delineated and shown on said plat; (d) That enclosed porches or sun rooms or sun parlors shall be deemed part of the main building, but unenclosed porches, balconies, port cocheres and terraces, whether covered or uncovered, may extend not more than eight

812
37

feet beyond the building lines, except by consent as heretofore provided in sub-paragraph (b) of this paragraph 3 of Clause E. (e) That bay, bow, oriel, dormer or other projecting windows and stairway landings shall not extend more than five feet in front of any building lines; except by consent as heretofore provided in sub-paragraph (b) of this paragraph 3 of Clause E. (f) That the cornice, spouting, chimneys, brackets, pilasters, grill work, trellises and other similar projections, including projections for purely ornamental purposes, shall not extend more than five feet in front of any building line; except by consent as heretofore provided in sub-paragraph (b) of this paragraph 3 of Clause E. (g) That no fence or wall shall be erected in front of any front building line (except with the written consent of the trustees) and no board fence (except such ornamental board fences as may be approved in writing by the trustees) shall be erected along the sides or rear line of any lot; (h) That no signs, notices or other structures which, in the opinion of the trustees may be objectionable, shall be erected on any lot, and no sign or notice stating price or terms in dollars and cents shall be put up on any lot; (i) That no outside radio aeriols shall be constructed on any building or on any lot except such as may be approved by the trustees, and no radio sending station shall be operated from any building or any lot, except under such restrictions as the trustees may impose; (j) That every building on every lot in the subdivision shall have a pitched or hipped roof, the pitch to be at an angle of not less than 45 degrees; (k) That the exterior design, location and relation to grade line of all buildings, and the materials to be used on the exteriors thereof shall first be submitted to the trustees, and the approval of a majority of them obtained in writing by their signed endorsement on the plans and specifications before the work or erection shall commence; (l) That no building shall at any time be occupied by negroes or Malays, except in the capacity of bona fide servants or employees; (m) That there shall be a rear yard having a depth of not less than twenty (20) feet; (n) No lot owner of any lot in the subdivision shall make or permit to be made any connection with any utilities, except under such rules and regulations as may be prescribed by the company owning the same, or by any public authority, and by such additional rules and regulations as may be prescribed by the trustees; nor shall any lot owner employ or permit to be employed any teams or men for the removal of garbage, waste or litter, except under such rules and regulations as may be established by the trustees from time to time for such purposes. (4) The following additional general restrictions shall apply to residence lots, and each owner of a residence lot covenants: (a) That not more than one dwelling house shall be erected on any residence lot, nor shall more than one family live in any residence on a residence lot; (b) That no residence or building on any residence lot shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence, except that a physician or dentist residing therein may have his office and practice his profession therein; (c) That no lot owner shall use or permit a house on a residence lot to be used as a flat, apartment, or boarding house; (d) That no residence shall be erected which is more than two and one-half stories high nor less than one and one-half stories high; (e) That all garages on all residence lots in the subdivision must be built with or attached to and form part of the main building; and that no outbuildings of any character whatsoever shall be erected or maintained on any residence lot; (f) That no building or portion thereof on any residence lot, except eaves of roofs and gutters, shall extend beyond any side building line of such lot, nor nearer than five feet to any property line; except by consent as heretofore provided in sub-paragraph (b) of paragraph 3 of Clause E; (g) That no building shall be erected, placed or maintained on any residence lot where said lot contains an area of less than 4000 square feet; (h) That the owners of all lots, their families, servants and employes, shall not use or permit the use of bicycles on the sidewalks, nor allow the running at large of unmuzzled dogs, nor allow speeding of automobiles in the streets, boulevards, or avenues.

Read over

and that as far as practicable coal and other material shall not be allowed to be in the street and (i) That there shall be a side yard on either side of the building not less than six (6) feet. (j) No bungalows shall be erected on any residence lot, and for the purposes of this Indenture a bungalow shall be deemed to be any residence which does not contain a second story capable of being utilized for at least two bedrooms of not less than ten feet by twelve feet (10' x 12') each, and space for a stairway leading thereto. (k) No live stock other than dogs or cats shall be kept on any residence lot. 5. On any of the following excepted lots, viz: lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 28, 41, 42, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 of section "E", and lots 10, 11, 12 and 13 of section "D", a building may be erected intended for commercial uses, with or without a flat or flats upstairs, but as to such building the following restrictions shall apply: (a) No building or premises shall be used, and no building shall hereafter be erected or altered, unless otherwise provided for in this agreement, except for apartment or residence purposes and for one or more of the following commercial purposes, and one building may cover one or more of the said excepted lots: Amusement Place (other than a dance hall or poolroom purposes) Bakery (employing not more than five persons) Barber Shop, ~~Battery Shop~~, Battery Service Station Beauty Parlor, Catering Shop, Dancing Academy, Dressmaking Establishment Dyeing & Dry Cleaning Store, Locksmith Shop, Lodge Hall, Telegraph Service Station, Millinery Shop, Office Painting & Decorating Shop, Photograph Gallery, Publishing Shop, Post Office, Printing Shop, Public Garage (provided, however, that there shall first have been obtained and filed with the trustees the written consent of the owners of seventy five per cent (75%) of all of the property within two hundred (200) of any part of the premises whereon such public garage is to be established, erected or enlarged; provided further that no public garage shall have an entrance or exit for motor vehicles within two hundred (200) feet of an entrance or exit of any school playground, public library, church or hospital), Recreation Hall or structure (other than dance hall or poolroom) Restaurant Sales or Show Room Store or Shop (for the conduct of retail business) Shoe Repair Shop Studio Parlor Tailor Shop Upholstering Shop; No building for any other commercial use shall be erected or altered on these excepted lots without the written consent of all of the trustee and record owners of seventy five per cent (75%) of all of the property located in this subdivision within a radius of two hundred feet (200) of any part of the premises to be used. (b) No building, unless used for school, church, courthouse, or public purposes shall exceed thirty five feet (35) in height or consist of more than two and one half (2½) stories, and no building shall be less than one and one half (1½) lots. (c) There shall be a rear yard having a depth of not less than twenty (20) feet. (d) Any or all of the foregoing excepted lots may also be used for private residences, apartments, schools, hospitals, courthouses, churches, post office, town halls, parks, playgrounds, public library or any and all public or municipal uses. (e) In the event that any of said lots shall be used exclusively for residential purposes, there shall be a side yard on either side of any building erected thereon of not less than six feet (6'). 6. With respect to the following excepted lots, viz: lots 1, 2, 3, 4, 70, 71, 72, 73, 74, 75, 76, 77 and 78 of section "E", it is hereby provided that said lots may be used for any and all purposes, provided, however, that nothing herein contained shall be construed as permitting or warranting the use of said lots for any illegal purpose, or for any purpose or in any way which would constitute a nuisance under the laws of the State of Missouri. Such excepted lots shall however, be subject to the general restrictions hereinabove set forth in paragraph three (3) of this clause. 7. The following excepted lots, viz: lots 49, 50, 51,

812
39

7

Ms. Reservation

52, and 53 of Section "C", may be used either for private residences, in which case they shall be subject to the restrictions heretofore set forth in paragraph 4 of this Clause E, or for public or private schools, &c. And as to all lots in said subdivision, it is further covenanted and restricted; (p) That neither the said Corporation nor its successors nor any of its assigns shall or will convey, devise, remise or otherwise dispose of any of said lots or any estate or interest therein at any time hereafter, except subject to the covenants and restrictions in this indenture contained, in respect of such residence lots or excepted lots, as the case may be, and subject to the obligations to observe and perform the said restrictions and covenants and subject to the easements herein created, and defined, and to the rights and powers hereinbefore granted and conferred upon the trustees, (q) It is the intention of this indenture that each of the covenants and restrictions in this Clause E contained shall attach to and run with each of the said lots embraced within such covenants, as it may be, and to and with all titles, interest, encumbrances and estates in the same, and shall be binding upon every owner or occupant of such lots as fully as if expressly contained in proper and obligatory covenants or conditions in each contract and conveyances or concerning any lot or any part thereof.

9. It is further provided, declared and agreed that if the Corporation, its successors or assigns, or any of them, hereafter owning any of the lots or parts of lots embraced in any one or more of such covenants, shall infringe or attempt to infringe or omit to perform any covenant as aforesaid, or comply with any restriction which is by its provisions to be kept, and performed by it, him or them, it shall be lawful for any other person or persons owning any lot or lots embraced in said subdivision, or for the said trustees on behalf of and for the benefit of either themselves, or said owner or owners, as aforesaid, or for any or either of them, as trustees of an express trust, to prosecute any proceeding at law or in equity, against the person or persons infringing or attempting to infringe, or omitting to perform such covenants or restrictions to prevent it, them or him from doing so, and to recover damages for such infringement or omission; the expenses of the trustees incurred in such proceedings shall be refunded to them out of any damages recovered or may be refunded to them out of any general fund then on hand, or thereafter collected by general assessment against the owners of lots in said subdivision.

It is further declared and provided that while the covenants in this Indenture shall be valid and binding and must be kept, observed and performed by any owner or occupant of any lot or lots or any part of any lot embraced in such covenant or covenants, yet they are not to be enforced personally against the Corporation, its successors or assigns, unless it or they, while owning or occupying or controlling such lot or part of lot, shall have violated or failed to perform the covenant or covenants embracing such lot or part of lot.

(F) The Corporation reserves the right, at any time or times before it has sold all of the lots hereinabove described as excepted lots, to restrict the use of said excepted lots (either all of same or any part thereof) that may remain unsold, for residence sites only, and to make them subject to the provisions applicable to residence lots generally, in said subdivision, and to such further restrictions as the trustees may deem proper, such restrictions by the Corporation may be evidenced by an instrument duly recorded, or by restrictions placed in the deeds to the purchasers of said lots, also the right at any time before it has sold the same to use lot 122 in section C and lot 22 in section B, or either of them, for street or roadway purposes.

Clause G. At any time after ten (10) years from the date hereof, with the written consent of the Corporation, it shall be lawful for said trustees, or their successors, to alter, amend, change or discontinue any or all of the provisions, restrictions or limitations of this Indenture, provided that written consent thereto or therefor is obtained from the majority of two thirds in front feet of all lots in said subdivision, and provided, however, that changes, amendments or discontinuances may be made

during the term (10) years from and after the date hereof, with the written consent first obtained from the holders of the fee simple title of nine tenths in front feet of all the lots in said subdivision. The provisions of this clause shall not apply, however, to the said Club Grounds nor to the restrictions hereinafter provided for the same in Clause H. Clause H. 1. The Club Grounds heretofore referred to shall not be subject to control in any manner whatsoever by the trustees, nor shall said Club Grounds be subject to any of the assessments provided for in this Indenture 2. It is further provided, that neither the owners of the lots as such, nor the trustees as such, shall have any right, title, interest or easement in or to said Club Grounds, and that the sole object of including said Club Grounds in this Indenture is for the purpose of protecting said lots by the setting aside and restricting said Club Grounds to certain uses. Said Club Grounds for and during a period of fifty (50) years from date shall not be put to any other than country Club or other recreational uses and purposes and such other uses as may be incidental thereto; provided, however, that this provision is intended as a limitation only and nothing herein contained shall obligate the Corporation or its successor or successors in title to said Club Grounds or any part thereof, to use or maintain any or all of said Club Grounds for such purposes. 3. It is further provided, however, that the owner or owners of said Club Grounds, or any part thereof, shall have the right for themselves, their guests, invitees or licensees to use the streets, avenues and sidewalks adjacent to or leading to said Club Grounds or any part thereof, and shall have the same rights as the owners of the lots with respect to the connection with and use of the aforementioned sewer systems and other utilities. Clause I. 1. The first trustee named above shall serve for a term of five years, the second for a term of four years, and the third for a term of three years, successor trustees (except in case of filling a vacancy) shall be elected for terms of three (3) years each, but a successor elected to fill a vacancy created as hereinafter stated shall be elected for the unexpired term of the trustee so superseded; and successor trustees shall be elected in the manner hereinafter stated. Upon the expiration of said respective terms, or should any of said trustees, parties of the second part or any successor or successors, die or cease to reside in either the City of St. Louis or County of St. Louis, or decline to act, or become incompetent by reason of sickness or expiration of term, or other cause, to discharge the duties or avail of or exercise the rights or powers hereby granted or bestowed on them as trustees under this Indenture, then and thereupon it shall be the duty of the survivors or remaining trustees, 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 said City or County, first giving ten (10) days written or printed notice of the time and place of such meeting, the said notice to be served by any of the methods provided above with respect to payment of the annual amount required by the trustees, and such of the owners as attend said meeting shall select a chairman and proceed by vote or ballot to elect a successor or successors to fill such vacancy or vacancies, the owner or owners of said lots being entitled to one vote for each full lot owned or major portion thereof, which vote may be cast in person or by proxy, and 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 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 remaining trustee or trustees, all the estate, rights, interest, privileges, and powers by this Indenture granted to him or their predecessor or predecessors. And such a selection (at a meeting to be called, organized and conducted in the manner aforesaid) shall be made as often as a vacancy, from any cause, occurs, until the expiration of this agreement; should such survivor or remaining trustee or trustees refuse or neglect 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 may be called by the owner or owners of any five of said lots, who shall give at the notice thereof served as aforesaid. 2. It is the intention of this Indenture that the government of said subdivision as herein contemplated shall eventually be in the hands of trustees each owning at least one lot in said subdivision and elected by the lot owners; but notwithstanding anything herein to the contrary, as long as said Corporation shall retain any unsold lots in said subdivision said Corporation reserves and shall have the right to be represented on said Board of trustees by one member appointed by it, and from time to time as the original member on said Board appointed by the Corporation, or his successor or successors, shall discontinue to act or be disqualified, as aforesaid, then such vacancy shall be filled from time to time by said Corporation by written appointment recorded in the Recorder's office at St. Louis County, said Ralph F. Bisby is hereby designated as the original representative of the Corporation on said Board. 3. All trusts created by this Indenture, including therein all the rights, powers and privileges granted to and duties imposed upon the said trustees, shall vest in and inure to the benefit of, and may be fully exercised by the major part of them; provided, that any successor chosen or appointed to fill a vacancy as provided in this Indenture shall, from and after the date of his acceptance of the position of trustee, be included in determining who constitute a major part of said trustees. And wherever the word "Trustees" occurs in this Indenture, it shall be held and taken to include their successors. 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 condition that no trustee 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, respectively or collectively. Any trustee may at any time resign as such trustee by instrument in writing, signed and acknowledged by him and filed for record in the Recorder's office of the County of St. Louis. Thereupon his successor shall be elected as hereinbefore provided. Clause J. All covenants and agreements herein are expressly declared to be independent and not inter dependent; nor shall any lack of waiver, estoppel, condemnation or failure of title as to any part or parcel of the said tract known as Osage Hills be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said subdivision saving always the right of amendment, modification or repeal as hereinabove expressly provided. In witness whereof, the said party of the first part has caused this Indenture and another original hereof to be duly signed by its President, and its corporate seal to be hereto affixed, attested by its Secretary, and the said parties of the second part have also hereto and to one other original set their hands. All done as of the day and year first in this indenture written.

Bisby & Smith, Incorporated,
By R. F. Bisby, President.

Copy of Seal
 Bixby & Smith Incorporated
 Seal
 1926
 St. Louis Mo.

Attest: Ethaw A.H. Shepley Secretary,
 R.F. Bixby trustee.
 Henry M. Cook trustee.
 James C. Smith trustee.

State of Missouri ss. On this 9th day of July, A.D. 1926, before me appeared City of St. Louis Ralph F. Bixby to me personally known, who being by me duly sworn, did say that he is the President of Bixby & Smith, Incorporated, 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 Ralph F. Bixby acknowledges the said instrument to be the free act and deed of said corporation. Witness my hand and notarial seal, My commission expires Apr. 28, 1930.
 Notary Public
 St. Louis Mo.

State of Missouri ss. On this 9th day of July, A.D. 1926, before me personally appears City of St. Louis Ralph F. Bixby, Henry M. Cook and James C. Smith, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same in their capacity as trustees, as their free act and deed.
 James J. Connell Witness my hand and notarial seal.
 Notary Public My commission expires Apr. 28, 1930.
 St. Louis, Mo. Jas. J. Connell Notary Public, City of St. Louis, Missouri;
 Filed for record Jul 9, 1926 at 2nd O'clock P.M. Arthur H. Schmid Recorder of Deeds.

Deed of trust. This deed, made this twenty eight day of July nineteen hundred and twenty six, by and between George G. Anderson and Carrie A. Anderson, his wife, of the County of St. Louis, and State of Missouri; hereinafter called the party of the first part, and B. L. Ottenad of the City of St. Louis, and State of Missouri; hereinafter called the party of the second part, and M. Ottenad of the City of St. Louis and State of Missouri; hereinafter called the party of the third part, witnesseth; that the said party of the first part, in consideration of the debt and trust hereinafter described and created, and of the sum of one dollar to said party of the first part in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and does by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, forever, all of the following described real estate, situate, lying and being in the County of St. Louis and State of Missouri; and known and described as follows, to wit: lot five (5) in block twenty six (26) of Tweed's Park, having a front of fifty (50) feet on the south line of Greeley Avenue, by a depth southwardly of one hundred and fifty (150) feet to the center line of said block; bounded on the north by Greeley Avenue east by lot six (6), south by lot seven (7) and on the west by lot four (4) of said block and subdivision, together with all improvements thereon known and numbered as 316 Greeley Avenue, Webster Groves, St. Louis, County, Missouri; subject to a first deed of trust dated March 28th 1922 for and in the amount of \$4200, now of record in the office of the Recorder of Deeds of the same, with the appurtenances, to the said party of the second part, and to his successor or successors in this trust forever, and possession of said premises is now delivered unto the said party of the second part, in trust, however, for the following purpose; Whereas, the said George G. Anderson and

Vertical text on the left margin, including a signature and a stamp: "THE STATE OF MISSOURI... RECORDS...".