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INDENTURE OF TRUST AND RESTRICTIONS

OF

THE LAKE ON WHITE ROAD  
A SUBDIVISION IN  
ST. LOUIS COUNTY, MISSOURI

Nov 29, 1973

Protective conditions, covenants, restrictions,  
reservations and easements affecting property of C. F. SERVICE,  
INC., a Missouri corporation, hereinafter called "Grantor".

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property  
hereinafter described, is desirous of subjecting the real property  
herein to the protective conditions, covenants, restrictions,  
reservations and easements hereinafter set forth, each and all of  
which is and are for the benefit of said property and for each  
owner thereof, and the Grantor hereunder, and shall inure to the  
benefit of and pass with said property and each and every parcel  
thereof, and shall apply to and bind the successors and interest  
in any owner thereof, and

WHEREAS, the County Council of St. Louis County,  
Missouri, by its Ordinance No. 5314, dated JANUARY 19 1970,  
approved a Planned Environment Unit Procedure and a preliminary  
development plan for the property described herein to be known as  
THE LAKE ON WHITE ROAD, and

WHEREAS, The St. Louis County Planning Commission,  
in accordance with the provisions of Section 1003.187 of the  
SLCRO has approved the Development Plan of THE LAKE ON WHITE ROAD  
SUBDIVISION, which Development Plan is recorded in Plat Book 146  
at pages 10 of the St. Louis County Records, and

WHEREAS, the Grantor is the owner of the said tract  
of land situated in the County of St. Louis, State of Missouri,  
which is more particularly described as follows:

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ST. LOUIS COUNTY RECORDS

A tract of land in U.S. Surveys 109 and 366, and in fractional section 12, Township 45 North, Range 4 East, St. Louis County, Missouri, described on Survey attached hereto as Exhibit 1 and by reference made a part hereof, also identified as page 24 hereto.

WHEREAS, Grantor contemplates that the aforesaid property shall be subdivided and that plats thereof designated THE LAKE ON WHITE ROAD PLAT NO. 1, THE LAKE ON WHITE ROAD PLAT NO. 2, THE LAKE ON WHITE ROAD PLAT NO. 3, etc., will be prepared and recorded in the St. Louis County Recorder's office pursuant to and in conformity with Ordinance Section 1003.187 SLCRO; and

WHEREAS, "Common Ground" for parks and recreational areas has been reserved in said above-described tract as indicated on said plat and to be indicated on the subsequent plats of said above-described tract to be submitted and approved by the County Council, which plats including the said "Common Ground" of said subdivision shall be recorded in the Office of the Recorder of Deeds of St. Louis County at such time as they are approved by the St. Louis County Council or proper officials of the St. Louis County; and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of THE LAKE ON WHITE ROAD, certain streets, common ground and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown and to be shown on said subdivision plats (except those streets or easements which are now or may hereafter be dedicated to public and agencies) and which have been provided for the purposes of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks, lakes, and other

facilities and public utilities for the use and benefit of the owner or owners of the lots shown and to be shown on said plats of the above-described tract; and

WHEREAS, the Grantor has caused the above tract of land to be subdivided and the subdivision thus created, being known as THE LAKE ON WHITE ROAD, PLAT NO. 1 in part thereof; fully approved under the law by the properly constituted authorities of the County of St. Louis and recorded in Plat Book 154 at Pages 14 AND 15 in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri, and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adopting of a common neighborhood plat and scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel, and all "Common Ground" but also in favor of or against said parcel as against or in favor of all other parcels within said residential areas in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said areas, and

WHEREAS, all reservations, limitation, conditions, easements, and covenants contained herein, any and all of which are hereafter termed "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, Grantor has, by separate instrument simultaneously herewith, conveyed fee simple title to the Trustees and established the following as "Common Ground":

The area designated as "Common Ground" on the plat of THE LAKE ON WHITE ROAD PLAT NO. 1 according to Plat thereof recorded on the 29<sup>th</sup> day of NOVEMBER, 1973 as Daily No. 85 of the St. Louis County Recorder's Office.

NOW, THEREFORE, C. F. SERVICE, INC., a Missouri corporation hereby declares that the real property described and referred to herein is and shall be held, transferred, sold and conveyed and occupied subject to the protective conditions covenants, restrictions, reservations, and easements hereinafter set forth.

I.

RESERVATION OF EXPENDITURES

The Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sum previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

II.

TRUSTEE'S DUTIES AND POWERS

The Grantor hereby invests the Trustees and their successors and assigns with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities.

(1) The Trustees are vested with the area<sup>s</sup> designated as "Common Ground" on the PLAT<sup>s</sup> OF THE LAKE ON WHITE ROAD SUBDIVISION, according to Plats thereof, recorded

and also to all streets, roads and ways now or hereafter shown on the Plats of THE LAKE ON WHITE ROAD SUBDIVISION, for which land this indenture of trust and restrictions is adopted.

The Trustees shall deal with any "Common Ground" so acquired under the provisions hereinafter set forth, and may by agreement provide for the use of such "Common Ground" by the residents of other subdivisions and the use of streets and ways in THE LAKE ON WHITE ROAD SUBDIVISION for ingress and egress to such "Common Ground" by such residents.

(2) To exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, lakes, park areas, shrubbery, storm water sewers, sanitary sewers trunks, pipes, and disposal and treatment facilities as may be shown on the recorded plat of said above described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, common ground, lake, and roads, etc., by the necessary public utilities and other, including the right to it and others to whom it may grant permission to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots and dwellings shown on said plats.

To abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when the Trustees determine that it is in the best interest of the subdivision that same be abandoned.

(3) To exercise control over the Common Land as shown

on said THE LAKE ON WHITE ROAD SUBDIVISION PLAT NO. 1 and any subsequently recorded plat of THE LAKE ON WHITE ROAD; to pay real estate taxes and assessments on said Common Land out of the general assessment hereinafter provided for, to maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, recreation, entertainment, education and general use of the residents in said subdivision, all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions, including reasonable fees and charges of the use of said Common Land and all improvements thereon, all for the benefit and use of the residents in this Subdivision and according to the discretion of the said Trustees.

(4) Publicly to dedicate any private streets constructed or to be constructed on said Common Land and, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

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

(5) To prevent as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustee covering the use of said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(6) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any lot or property, upon the giving of five (5) days notice in writing to the owners of record, deposited in regular U.S. mail, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or their officers, agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

(7) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, exterior television and/or radio antennas, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, exterior television and/or radio antennas, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first had, the written approval of the Trustees to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, exterior television

and/or radio antennas, swimming pools or tennis courts, accessory buildings and other outbuildings have been submitted to it hereunder, approval will not be required and the applicable restrictions shall be deemed to have been fully complied with.

(8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, exterior television and/or radio antennas, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

(9) To establish and fix minimum costs which shall apply to buildings and structures which may be erected on said lots as the Trustees deem necessary and desirable in order to maintain a high character of the buildings and structures which may be erected on said lots. Minimum costs so established shall at all times be subject to revision or abandonment at the discretion of the Trustees in order to provide that the buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

(10) The Trustees may provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage, and may otherwise provide for the public health, safety, welfare and morals of lot owners and assume contracts for such purposes covering such periods of time as it may consider advisable.

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



(12) The Trustees in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, attorneys, accountants, servants, clerks, other employees and labor as they deem necessary or advisable, and to institute and prosecute such suits as they deem necessary or advisable, and defend suits brought against them in their capacity as Trustees, or against its officers, directors and employees.

(13) At the discretion of the Trustees, in the interest of the health, welfare, safety and morals of the lot owners and home owners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or Municipal regulation, said Trustees shall have the right and power:

(a) To provide lights on streets, parks, gateways, entrances, common property and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere in the interest of health, welfare, safety and morals within the land subject hereto;

(b) To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage;

(c) To join contiguous land with the subdivision and to provide by agreement or otherwise that such contiguous land be controlled by this Indenture.

(14) The right and power to establish, operate, conduct, regulate, maintain, repair, such common property, buildings and

facilities as may exist or be established on the land subject hereto; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

(15) The Trustees shall have the full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Trustees to:

(a) Make all contracts and incur all liabilities necessary, related or incidental to exercise the Trustee's powers and duties hereunder including the construction of improvements.

(b) Purchase insurance against all risks, casualties and liabilities of every nature and description;

(c) To borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same; to lease the same upon such terms and for such periods as the Trustees may determine;

(d) To make all types of permanent, temporary, construction or other loans;

(e) To use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

(16) Notwithstanding any other provision of this Indenture, in the event that the trust with respect to common property is in effect at the end of thirty (30) years from the date of this Indenture or, if earlier terminated, at the time of such termination, the Trustees shall convey, by Warranty Deed, all of the common property, if any, to the then owners of lots in THE LAKE ON WHITE ROAD SUBDIVISION (regardless of plat number) as joint tenants, but the rights of said joint tenants shall be only

appurtenant to and in conjunction with their ownership of lots in said THE LAKE ON WHITE ROAD, and any conveyance or change of ownership of any lot or lots in THE LAKE ON WHITE ROAD shall carry with it ownership in common property so that none of the owners of lots in THE LAKE ON WHITE ROAD (regardless of plat number) and none of the owners of the common property shall have such rights of ownership to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot, and any sale of any lot in THE LAKE ON WHITE ROAD (regardless of plat number) shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided, however, that all of the rights, powers and authority conferred upon the Trustees of THE LAKE ON WHITE ROAD shall continue to be possessed by the said Trustees.

iii.

ASSESSMENTS

The Trustees and their successors and assigns are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

(1) (a) The Trustees and their successors and assigns are authorized to make uniform assessments, except as hereinafter provided, of an amount not to exceed One Hundred Twenty-Five (\$125.00) Dollars per lot in each fiscal year upon and against the lots in said subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required,

"Common Ground", utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in said Subdivision.

Commencing with the sixth annual assessment to be made hereunder and each five years thereafter, the fixed annual assessment per lot shall not exceed the greater of: (a) One Hundred Twenty-Five (\$125.00) Dollars or (b) the number of dollars equivalent to the purchasing power of \$125.00 for the month in which this Indenture is recorded. Such number of dollars shall be determined by dividing \$125.00 by the index for said month of recording as computed in the Consumers Price Index made by the Bureau of Labor Statistics of the United States Department of Labor, and then multiplying the quotient by the similar index number for the month in which the sixth annual assessment commences. If the Bureau of Labor Statistics shall change the base period in effect during the month in which this Indenture is recorded, the new index figure applicable as a divisor and multiplier shall be correspondingly changed. In the event such statistics shall no longer be available, the most nearly similar statistics showing the purchasing power of United States dollars shall be used instead, and the table to be used shall be designated by the Trustees.

(b) If at any time the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, it shall submit in writing to the then owners of lots for approval an outline of the plan contemplated and the estimated amount required. If such project and the assessment so stated be approved at a meeting of the owners of lots called by the Trustees, upon not less than ten (10) days written notice by a two-thirds (2/3) majority

vote of those present in person or by proxy, the Trustees shall notify all owners in said tracts of the additional assessment. The limit of the annual assessments for general purposes as set forth in (1) (a) above, shall not apply to any assessment made under the provision of this paragraph (1) (b). In no event shall any meeting be valid unless a quorum is present as defined by the By-Laws of the Trustees.

(c) In the event the Trustees become legally obligated for payments in excess of the funds available pursuant to the assessments provided by paragraphs (1) (a) and (1) (b) hereof and such obligations were imposed on the Trustees other than by voluntary action, the Trustees shall have the right, power and authority without the consent or approval of any lot owner, to make a uniform assessment in an amount equal to pay such obligation, which amount shall be equally divided among the several lots in the Subdivision. The Trustees may, if they determine this special assessment to be too large to be paid in one year, amortize the same for two or more years.

(2) All assessments, made by the Trustees for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit:

(a) The Trustees shall annually prepare a budget in which the anticipated revenue and the anticipated expenditures for the ensuing year are set forth. The Trustees shall attempt to limit the anticipated expenditures so that the same do not exceed the anticipated revenues. A copy of such budget shall be mailed with the notice of assessments provided in paragraph (2)(b) hereof.

(b) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of a fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot or dwelling unit itself.

BOOK 6702 PAGE 199

(c) Every such assessment shall become due and payable within thirty (30) days after notice is given as herein above provided. From and after the date when said payment is due, it shall bear interest at the rate of eight percent (8%) per annum until paid, and such payment and interest shall constitute a lien upon said lot, and said lien shall continue in full force and effect until said amount is fully paid. At any time after passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots or dwelling units and cause same to be recorded in the Recorder's office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots or dwelling units from the liability of assessments (as shown by recorded instrument) by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or dwelling unit affected, and the Trustee shall cause to be noted from time to time in the minutes of its proceeding, the payments made on account of any assessments. Assessments, both regular and special may be paid in installments upon adoption by the Trustees of a resolution authorizing and specifying such installment payments. The Trustees may repeal any resolution for installment payments of assessments.

(3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, <sup>or a Federally Chartered Savings & Loan Assn.</sup> at interest, when deemed feasible by them in their discretion. The Trustees shall designate one of its officers as "Treasurer" of the Subdivision funds collected under this instrument and said funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the Trustees.

(4) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

(5) The assessment provisions of this Indenture shall not apply to any vacant lot owned by the Grantor, nor to any lot having thereon a building which lot and building are offered for sale by the Grantor.

(6) The Grantor, C. F. SERVICE, INC., its successors and assigns, so long as it is the owner of more than five percent (5%) of the recorded or proposed lots herein described, shall, not later than Nov. 1, 1973, designate by written instrument signed and acknowledged by its officers and recorded in the Office of Recorder of Deeds of the County of St. Louis, State of Missouri, three Trustees who are then persons owning part of the property above described, or are officers of corporations owning such property and who are residents of the City or County of St. Louis, State of Missouri, or officers of C. F. SERVICE, INC., and so residing. Such Trustees so appointed shall continue to serve as Trustees hereunder so long as they qualify as a resident owner or nominee, officer of an owner as above mentioned, until their appointment is terminated by death, resignation or inability to act. Whenever any one or more of said Trustees or their successors appointed as herein provided shall die, be unable to act or resign, or shall become a non-resident of the City or County of St. Louis, State of Missouri, or shall cease to have any interest in the above described property as an owner or officer of an owner, then C. F. SERVICE, INC., its successors and assigns shall, by written instrument, appoint a successor or successors who shall qualify as hereinabove mentioned. Such instrument of appointment shall be executed, acknowledged and recorded in the same manner as provided for the original appointment of Trustees.

At such time as 50% of the developed lots have been purchased the term of one of the Trustees so appointed shall be declared vacant by C. F. SERVICES, INC. its successors and assigns, and a meeting of all lot owners shall be called by C. F. SERVICE, INC. for the election of a successor trustee to be elected by a majority of the owner purchasers of developed lots present at such meeting and at such time as C. F. SERVICE, INC., its successors and assigns, is no longer the owner of ninety-five (95%) percent of the developed lots, the terms of all trustees shall terminate and the owners of all developed lots in the subdivision shall be called upon to hold a meeting for the purpose of electing three trustees. The majority of such lot owners in attendance at such meeting shall elect three successor trustees who shall serve for one, two and three years and thereafter one Trustee shall be elected annually to serve a term of three years. Vacancies may be filled by remaining trustees. Successor Trustees shall have all of the rights and powers which were previously exercised by Grantor C. F. SERVICE, INC., provided herein with respect to the regulation of the above described premises. Annual meetings of lot owners shall be held on the third Saturday of each year. Any lot owner who is delinquent in the payment of any assessment, whether regular or special, shall not be qualified to vote for the election of Trustees. Declarations by C. F. SERVICE, INC., its successors and assigns of vacancies in Trustee membership shall be made by written instruments signed, acknowledged and recorded as provided herein for the designation of original Trustees.

All meetings of lot owners shall be called by ten (10) days notice in writing deposited in regular United States mail, addressed to owners of record at their last known address. Trustees elected by owners of developed lots need not possess the qualifications of Trustees appointed by grantor, its successors and assigns, except that a Trustee must be a resident of Missouri.



IV.

INDENTURE OF RESTRICTIONS

Grantor, does by this Indenture impose upon all the lots in Common Ground in the aforementioned THE LAKE ON WHITE ROAD SUBDIVISION, the following restrictions and conditions to-wit:

(1) These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for continuing successive periods of ten (10) years each, unless an instrument signed by the then owners of a majority of the lots is recorded agreeing to change said covenants in whole or in part.

(2) No lot shall be used except for residential purposes and no dwelling building shall be erected, placed or permitted to remain on any lot other than one single family dwelling and a private attached garage or carport for not less than two (2) cars.

(3) The ground floor area of any main structure to be constructed, exclusive of basement, garage, or porches, shall not be less than 1600 square feet of actual living area for a one-story ranch house, nor less than 2,000 square feet of actual living area for a dwelling of more than one story, it being the intention and purposes of these restrictions to assure that all dwellings shall be of the same quality or better than that which can be produced on the date these restrictions are recorded.

(4) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plats of said subdivision. No building shall be located nearer than ten (10) feet to any building on an adjacent lot. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to

encroach upon another lot;

(5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installations and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of a lot, except for those improvements for which a public authority or utility company is responsible.

(6) No nuisance or noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No saloon, tavern, filling station, boarding house, rooming house, nursing home, or other commercial business may be conducted on said property. Club houses with related facilities may be constructed and operated on Common Ground provided the use thereof is limited to the lot owners and their guests, and other users permitted by the Trustees. No building or premises shall be used for purposes prohibited by law or ordinance, and nothing shall be done which may be or hereafter becomes a nuisance to the owners of lots.

(7) No fences or hedges shall be erected or placed on any lot nearer to any street than the minimum building set back lines shown on the recorded plats of said subdivision, nor shall any fence or hedge on a side yard be erected or placed in front of the line of the rear building wall. The type of all fences must be approved by the Trustees. No fence, wall, hedge

or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding any other provision of this Indenture, no fence, of any kind, shall be erected or placed, on any lot which abuts or adjoins any part of the Common Ground without the express consent of the Trustees.

(8) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

(9) No sign of any kind shall be displayed to the public view except one sign of not more than four square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.

(10) All garages and carports must be attached to the main house (dwelling) unless otherwise approved by the Trustees, bath houses or other outbuildings shall be permitted if approved by the Trustees.

(11) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other

household pets which may be kept, provided they are not kept, bred or maintained for any commercial purpose. Nothing shall be done which in the opinion of the Trustees may be or hereafter become a nuisance with respect to such permitted pets; and each lot owner shall comply with all ordinances and subdivision regulations of St. Louis County, Missouri, relating to the number, supervision, control, responsibility and maintenance of animals and/or pets in residential districts.

(12) Personal property, including but not limited to boats and trailers, shall not be placed or stored in the open or in unenclosed carports on any lot nearer to the front lot line than the rear line of the building, nor in the case of corner lots, nearer to the side building lines. This shall not prohibit the parking of passenger automobiles, licenses and in operating condition.

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

(14) Except temporarily in connection with construction work by a builder, no lot shall be used or maintained as a dumping ground for rubbish, and trash, garbage or other waste shall not be kept except in sanitary containers and shall be left for collection only at the rear of a dwelling. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(15) No lot shall be resubdivided nor shall a fractional

part of any lot be sold without the consent of the Trustees. This provision shall not, however,, require the consent of the Trustees for the sale of an entire lot as shown on a recorded plat.

(16) Nothing contained in this instrument shall restrict, limit, inhibit, or prevent the Grantor from developing the subdivision and building houses in accordance with the plans and designs of Grantor and selling the same.

(17) No water course or finished grade which is once approved and established shall be altered or changed without the express, written approval of the Trustees.

V.

GENERAL PROVISIONS

(1) There are and will be situated in the above described tract certain areas designated as "Common Ground". The Trustees shall hereafter maintain and develop said Common Ground and related facilities in accordance with the aforesaid development plan. Any lot owners who are in default in the payment of any assessment shall not be entitled to make use of Common Grounds or facilities.

(2) This Indenture may be amended, modified, and changed from time to time in accordance with the following provisions:

(a) For a period of five (5) years from the date hereof, the Trustees, subject to the approval of the Director of Planning of St. Louis County, may amend, modify and change this Indenture by recording with the Recorder of Deeds of St. Louis County, Missouri such amendment, modification, or change, which document shall make specific reference to this Indenture; provided, however, the Trustees may not increase the annual assessment except as otherwise provided for herein.

(b) Thereafter this Indenture may be amended, modified, and changed by the written consent of two-thirds (2/3)

of the owners of the lots subject hereto and subject to the further approval of a majority of the Trustees. Any such amendment, modification, or change shall be recorded with the Recorder of Deeds of St. Louis County, Missouri.

(4) Any other provision hereof to the contrary notwithstanding the obligations and rights of the Trustees hereunder to maintain the Common Ground and the improvements thereon referred to herein shall not cease nor may this Indenture be amended, modified, or changed to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustee under any subparagraph of Paragraph IV herein, nor may this Indenture be amended to eliminate the Trusteeship herein created.

(5) The Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

(6) The Trustees are authorized to act through a representative, provided, however, that the Trustees shall only be responsible for their wrongful acts and shall not be responsible for wrongful acts of others. Neither the Trustees nor their agents shall be held liable for injury or damage to persons or property by reason of any act or failure to act by the Trustees or their agents.

(7) Notwithstanding any other condition herein, the Trustee shall make suitable provisions for compliance with all subdivisions and other ordinances, rules and regulations of St. Louis County or any municipality in which the subdivision may become a part, including but not limited to, street lights and for such purposes shall not be limited to a maximum assessment provided for herein.

(8) All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure to title as to any part or lot of said tract be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said tract, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

(9) It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or the said Trustees in behalf of or for the benefit of itself aforesaid, to proceed in law or in equity against the person or persons infringing or attempting to in-

fringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues (including attorney fees and court costs) for such infringement or omission. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of said parcels of land, or any part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Grantor or against their successors and assigns, unless they, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant embracing such parcel or part thereof. It is and is hereby declared to be that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land in said area and to with all titles, interest and estates in same, and be binding upon every owner or owners, lessees and their occupants, or any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Indenture the day and year first above written.

C. F. SERVICE, INC.

By *Timothy D. Shuman*  
President

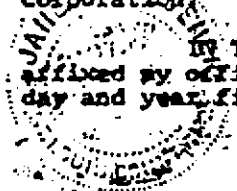
ATTEST:  
*Shen Buis*  
Secretary





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

On this 29<sup>th</sup> day of NOVEMBER, 1973,  
before me appeared TIMOTHY D. SHEAHAN, to me personally  
known, who, being by me duly sworn did say that he is the President  
of C. F. SERVICE, INC., a corporation of the State  
of Missouri, and that the seal affixed to the foregoing instrument  
is the corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation, by authority  
of its Board of Directors and said TIMOTHY D. SHEAHAN  
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.

James H. Plumer  
Notary Public  
JAMES H. PLUMER

My term expires:

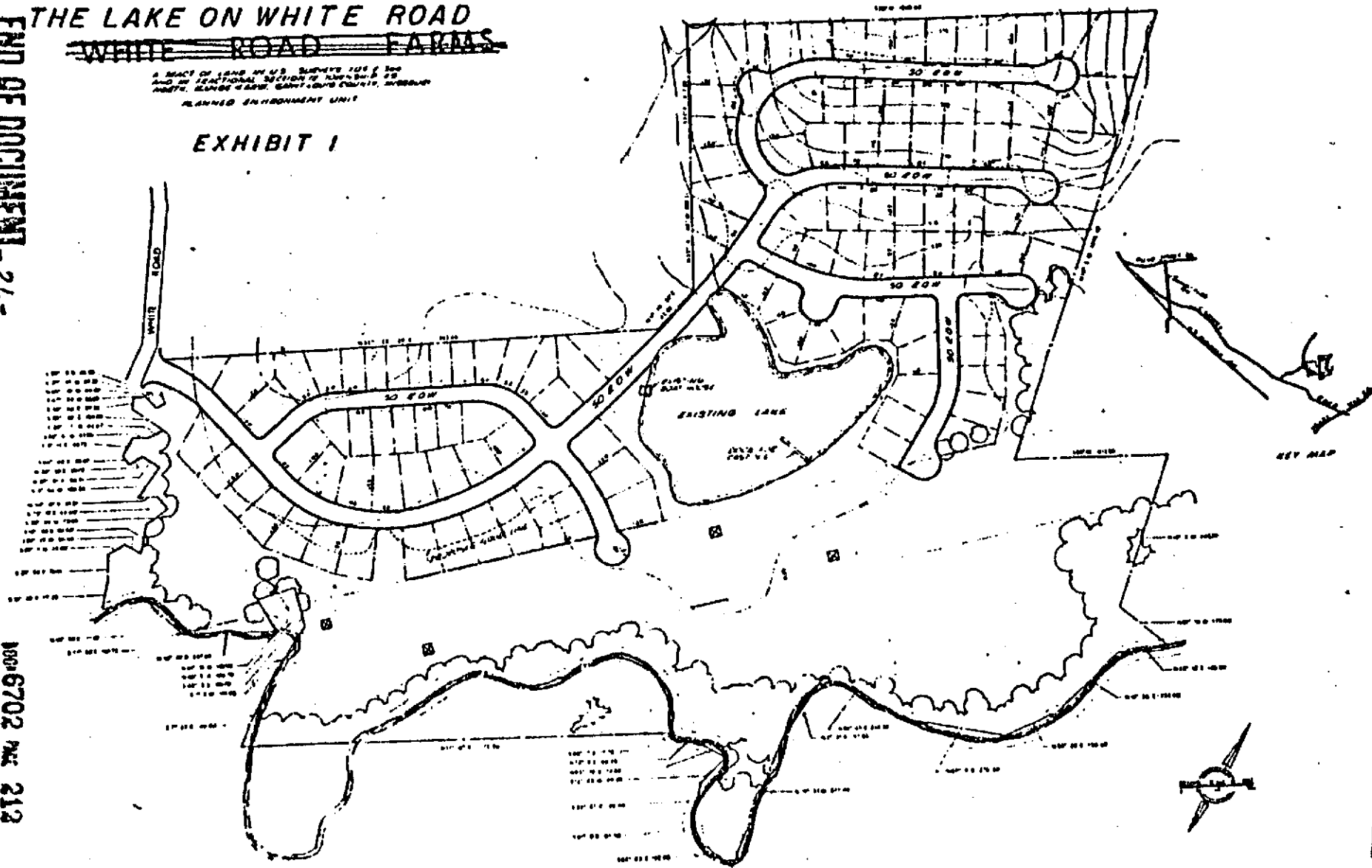
April 5, 1975

END OF DOCUMENT - 26 -

# THE LAKE ON WHITE ROAD ~~WHITE ROAD FARMS~~

A TRACT OF LAND IN U.S. SURVEYS 100 & 101  
AND IN SECTIONS 30, 31, 32 & 33  
TOWNSHIP 42 N., RANGE 102 E., SANTIAGO COUNTY, NEBRASKA  
PLANNED ENVIRONMENT UNIT

## EXHIBIT I



18006702 P&C 212

DESIGNATION OF TRUSTEES FOR THE LAKE ON WHITE ROAD, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 146 PAGE 10 OF THE ST. LOUIS COUNTY RECORDS

Whereas, C. F. Service, Inc., a Missouri corporation is the owner of more than five percent (5%) of the recorded lots in the Lake on White Road, a Subdivision in St. Louis County, Missouri, according to Plat thereof, recorded in Plat Book #146, Page 10 of the St. Louis County Records, and

Whereas, grantor, C. F. Service, Inc. desires by these presents to designate three trustees as required in the Indenture of Trust and Restrictions of the Lake on White Road, a subdivision in St. Louis County, Missouri, which said Indenture of Trust and Restrictions is recorded in Book 6702 Page 187 of the St. Louis County Records.

NOW THEREFORE, C. F. Service, Inc., a Missouri corporation being the owner of more than five percent (5%) of the recorded lots of the Lake on White Road, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book #146, Page 10 of the St. Louis County Records, does hereby appoint Timothy D. Sheahan, John J. Breier, and Edgar G. Boedeker, all of the County of St. Louis, State of Missouri who are officers of grantor, C. F. Service, Inc. and residing in the County of St. Louis, State of Missouri, Trustees under the Indenture of Trust and Restrictions of the Lake on White Road, a Subdivision in St. Louis County, Missouri which said Indenture of Trust and Restrictions is recorded in Book 6702 Page 187 of the St. Louis County Records, with all of the rights, powers and duties provided in said Indenture of Trust and Restrictions of the Lake on White Road subdivision.

IN WITNESS WHEREOF, the grantor has hereunto executed this instrument this 29th day of NOVEMBER, 1973.

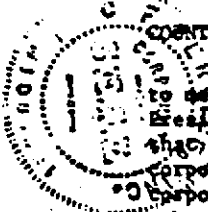
C. F. SERVICE, INC.

By: Timothy D. Sheahan, PRESIDENT

ATTEST:

John Breier, Secretary

STATE OF MISSOURI ) ) SS COUNTY OF ST. LOUIS



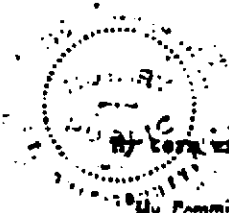
Do this 29th day of November, 1973 before me appeared TIMOTHY D. SHEAHAN, to me personally known, who, being by me duly sworn did say that he is the President of C.F. SERVICE, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said TIMOTHY D. SHEAHAN 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.

Bernice A. [Signature]

NOTARY PUBLIC BERNICE A. [Name] STATE OF MISSOURI ) COUNTY OF ST. LOUIS

FILED FOR RECORD '73 NOV 29 PM 12:00



My Commission Expires July 20, 1974

87

Wm. G. [Signature] RECORDED

GENERAL WARRANTY DEED

State Court Fee 3.50  
Total 4.50  
R.C.

THIS DEED, Made and entered into this 29<sup>th</sup> day of November 1973, by and between C. F. Service, Inc., a Missouri corporation of the County of St. Louis, State of Missouri, party of the first part, and Timothy D. Sheehan, John J. Breier, and Edgar G. Boedeker, Trustees, of the County of St. Louis, State of Missouri, party or parties of the second part. 135 N. MERAMEC AVE.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis, and State of Missouri, to-wit:

The area designated as "Common Ground" on the Plat of The Lake on White Road, according to the Plat thereof recorded in Plat Book 54 Pages 14<sup>th</sup> of The St. Louis County Records.

For the sole benefit, use and enjoyment of the lot owners, present and future, of the subdivision authorized under the Density Development Procedure. After a period of thirty years, the fee simple title shall vest in the then lot owners, as provided in Indenture of Trust and Restrictions recorded on the 29<sup>th</sup> day of NOVEMBER, 1973, Daily # 86 of the St. Louis Recorder's Office. The rights of said owners of lots in the subdivision shall only be exercisable appurtenant to and in conjunction with their lot ownership. Any conveyance or change of ownership of any lot shall convey with it ownership in the common property. No lot owner shall have the right to convey his interest in the common property except as an incident of the ownership of a regularly platted lot. The sale of any lot shall carry with it all the incident of ownership of the common property although such is not expressly mentioned in the deed; Provided, However, that no right or power conferred upon the trustees shall be abrogated.

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

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the successors of such party or parties forever.

The said party of the first part hereby covenanting that it and its successors, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the successors of such party or parties forever against the lawful claims of all persons whomsoever, excepting however, the general

STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
FILED FOR RECORD

73 NOV 29 PM 12:00

Wm. C. ...  
RECORDED

taxes for the calendar year 1973 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed this 29<sup>th</sup> day of NOVEMBER, 1973.



C. F. SERVICE, INC.

Timothy D. Sheehan  
PRESIDENT

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

On this 29<sup>th</sup> day of NOVEMBER, 1973 before me appeared Timothy D. Sheehan, to me personally known, who, being by me duly sworn, did say that he is the President of C.F. Service, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said Timothy D. Sheehan 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.



Judith Ann Grimes  
NOTARY PUBLIC  
JUDITH ANN GRIMES

My term expires:  
JUDITH ANN GRIMES  
My Commission Expires Oct. 18, 1976

and also to all streets, roads and ways now or hereafter shown on the Plats of THE LAKE ON WHITE ROAD SUBDIVISION, for which land this indenture of trust and restrictions is adopted. *SEE ADDENDUM ATTACHED*

The Trustees shall deal with any "Common Ground" so acquired under the provisions hereinafter set forth, and may by agreement provide for the use of such "Common Ground" by the residents of other subdivisions and the use of streets and ways in THE LAKE ON WHITE ROAD SUBDIVISION for ingress and egress to such "Common Ground" by such residents.

(2) To exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, lakes, park areas, shrubbery, storm water sewers, sanitary sewers trunks, pipes, and disposal and treatment facilities as may be shown on the recorded plat of said above described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, common ground, lake, and roads, etc., by the necessary public utilities and other, including the right to it and others to whom it may grant permission to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots and dwellings shown on said plats.

To abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when the Trustees determine that it is in the best interest of the subdivision that same be abandoned.

(3) To exercise control over the Common Land as shown

facilities as may exist or be established on the land subject hereto; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

(15) The Trustees shall have the full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Trustees to:

(a) Make all contracts and incur all liabilities necessary, related or incidental to exercise the Trustee's powers and duties hereunder including the construction of improvements.

(b) Purchase insurance against all risks, casualties and liabilities of every nature and description;

(c) To borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same; to lease the same upon such terms and for such periods as the Trustees may determine;

(d) To make all types of permanent, temporary, construction or other loans;

(e) To use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

~~(16) Notwithstanding any other provision of this Indenture, in the event that the trust with respect to common property is in effect at the end of thirty (30) years from the date of this Indenture or, if earlier terminated, at the time of such termination, the Trustees shall convey, by Warranty Deed, all of the common property, if any, to the then owners of lots in THE LAKE ON WHITE ROAD SUBDIVISION (regardless of plat number) as joint tenants, but the rights of said joint tenants shall be only~~

DELETED

(SEE

Attachment 7)

DELETED

(SEE  
Attachment)

appurtenant to and in conjunction with their ownership of lots in said THE LAKE ON WHITE ROAD, and any conveyance or change of ownership of any lot or lots in THE LAKE ON WHITE ROAD shall carry with it ownership in common property so that none of the owners of lots in THE LAKE ON WHITE ROAD (regardless of plat number) and none of the owners of the common property shall have such rights of ownership to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot, and any sale of any lot in THE LAKE ON WHITE ROAD (regardless of plat number) shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided, however, that all of the rights, powers and authority conferred upon the Trustees of THE LAKE ON WHITE ROAD shall continue to be possessed by the said Trustees.

III.

ASSESSMENTS

The Trustees and their successors and assigns are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land in the subdivision for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

(1) (a) The Trustees and their successors and assigns are authorized to make uniform assessments, except as hereinafter provided, of an amount not to exceed One Hundred Twenty-Five (\$125.00) Dollars per lot in each fiscal year upon and against the lots in said subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required,



Notation

**CERTIFICATION OF AMENDMENT OF  
INDENTURE OF TRUST AND RESTRICTIONS OF  
THE LAKE ON WHITE ROAD, A SUBDIVISION IN  
ST. LOUIS COUNTY, MISSOURI**

Roderick Coday, the undersigned Affiant herein, after having been sworn, states and certifies as follows:

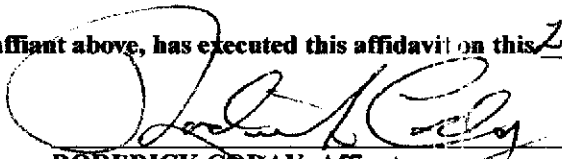
That he is the Chairman of the Board of Trustees of THE LAKE ON WHITE ROAD, a subdivision in St. Louis County, Missouri, which Board was created under the provisions of the Indenture of Trust and Restrictions of said subdivision, dated and recorded on November 29, 1973 in Book 6702 page 187 of the St. Louis County Records; and

That the duly elected Board of Trustees for said subdivision, together with not less than two-thirds (2/3) of the owners of the lots therein, in accordance with Section (2) (b) of Article V of said *INDENTURE*, have consented, in writing, to amend said *INDENTURE*, as follows:

- (a) By deleting, in its entirety, Section 16 Article II found on pages 10 and 11 of the Indenture, and
- (b) By adding the following sentence to the end of the first paragraph of Section (1) of Article II, found on pages 4 and 5 of the Indenture:

“The Trustees shall hold the ‘common ground’ in perpetuity”.

IN WITNESS WHEREOF, the said Roderick Coday, affiant above, has executed this affidavit on this 29<sup>th</sup> day of October 2003, in his capacity aforesaid.


  
 \_\_\_\_\_  
 RODERICK CODAY, Affiant

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

On this 29<sup>th</sup> day of October, 2003 before me appeared RODERICK CODAY, affiant above, to me personally known, who, after being duly sworn, stated that he executed the foregoing affidavit in the capacity as mentioned above, and further stated that the matters and things set forth in said instrument are true to his best knowledge and belief.

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.

My commission expires \_\_\_\_\_

  
 \_\_\_\_\_  
 Notary Public

