

**INDENTURE OF RESTRICTIONS  
OF SHEPARD ESTATES**

THIS INDENTURE, made and entered into this 1st day of June, 1988, by and between R.G.B. CONSTRUCTION COMPANY, a corporation, organized and existing under the laws of the State of Missouri, with its principal office and place of business situated in the County of St. Louis, Parties of the First Part, and FRED M. KEMP, IRA S. WALKER, and JOSEPH D. KEMP, all of the County of St. Louis, State of Missouri, Parties of the Second Part hereinafter referred to as "Trustees".

WITNESSETH THAT:

WHEREAS, The Party of the First Part will develop a neighborhood community land plan utilizing this indenture to cover the entire development under the name and designated as "SHEPHERD ESTATES"; and

WHEREAS, this development will be comprised of certain "specific" property now owned by Party of the First Part in fee as well as "additional", adjacent, contiguous or nearby properties that might be hereinafter acquired by Party of the First Part; and

WHEREAS, it is the intent of the Party of the First Part that all the aforementioned "specific" tracts and the "additional" tracts shall be subject to and governed by the terms and conditions of this indenture of restrictions so that the residents might share the common ground, common ground easement, improvements and natural amenities thereon, thereby permitting a broader community type land plan to consolidate the Trustees' responsibility of administration, bookkeeping, maintenance and collection into one entity; and

WHEREAS, the Party of the First Part is the owner in fee of a tract of land which constitutes the "specific" property referred to above, being more particularly described as follows, to-wit:

A tract of land being part of the Northeast Quarter of the Northeast Quarter of Section 35, the Northwest Quarter of the Northwest Quarter of Section 36 and the Northeast Quarter of the Northwest Quarter of section 36, all in Township 45 North, Range 3 East, St. Louis County Missouri and being more particularly described as follows:

Beginning at a point being the intersection of the Northwest line of Shepard Road, 40 feet wide, as traveled, with the North line of a tract conveyed to Charles E. Smith by instrument recorded in Book 7549 Page 524 of the St. Louis County Records; thence North 89 degrees 30 minutes West along said North line being also the North line of Lot 7 of the Barber Estate, a distance of 978.89 feet to the Northwest corner of said Lot 7; thence South 89 degrees 39 minutes West along the North line of a tract conveyed to the Reorganized School District No. R-6 by instrument recorded in Book 3160 Page 392 in said Records, a distance of 772.80 feet to a point being the Southeast corner of a tract conveyed to Harold A. Eschenbrenner by instrument recorded in Book 6694 Page 2397 of the St. Louis County Records; thence along the East and North lines of said Eschenbrenner the following courses and distances: North 0 degree 21 minutes West 255.00 feet and South 89 degrees 39 minutes West, 550.00 feet to the Northeast line of Missouri Highway 109, 60 feet wide, at its intersection with the West line of said Northeast Quarter of the Northeast Quarter of Section 35; thence North 02 degrees 14 minutes 04 seconds West along said West line, 1,045.64 feet to a point being the Southeast corner of a tract conveyed to Union Electric Company by instrument recorded in Book 6583, Page 619; thence North 87 degrees 15 minutes 49 seconds East along the South line of the Southeast Quarter of the Southeast Quarter of Section 26, Township 45 North, Range 3 East, 1,334.52 feet to the Southeast corner of said section 26; thence South 88 degrees 25 minutes 48 seconds East along the South line of the Southwest Quarter of the Southwest Quarter of Section 25, Township 45 North, Range 3 East, 1,354.53 feet to the Southeast corner of said Southwest Quarter of the Southwest Quarter of section 25; thence south 88 degrees 18 minutes 11 seconds East, a distance of 174.24 feet to a point in the Northwest line of Shepard Road, 40 feet wide as traveled; thence in a Southerly direction along the Westerly line of said Shepard Road the following courses and distances: South 50 degrees 57 minutes 32 seconds West, 78.69 feet to a point of curvature; thence in a Southwesterly direction along a curve to the left having a radius of 320.00 feet, 287.71 feet to a point of tangency;

thence South 0 degree 33 minutes 19 seconds East, 281.36 feet to an angle point; thence South 11 degrees 36 minutes 30 seconds East, 166.08 feet to a point of curvature; thence in a Southwesterly direction along a curve to the right having a radius of 230.00 feet, a distance of 203.25 feet to a point of tangency; thence South 49 degrees 01 minute 22 seconds West, 42.74 feet to a point of curvature; thence in a Southwesterly direction along a curve to the left having a radius of 720.00 feet, a distance of 294.24 feet to a point of tangency; thence South 25 degrees 36 minutes 28 seconds West, 43.18 feet to a point of curvature; thence in a Southwesterly direction along a curve to the right having a radius of 331.18 feet, a distance of 75.47 feet to a point of tangency; thence south 38 degrees 39 minutes 51 seconds West and continuing along said Westerly line of Shepard Road, a distance of 42.62 feet to the point of beginning, containing 76.8 acres (3,348,698 square feet), more or less.

WHEREAS, R.G.B. CONSTRUCTION COMPANY has caused a portion of the aforedescribed land to be laid out as a subdivision designated as "SHEPHERD ESTATES, PLAT 1", which plat was heretofore recorded in the office of the Recorder of Deeds for St. Louis County in Plat Book 276, Pages 66 and 67.

WHEREAS, Parties of the First Part contemplate that the remainder of the aforedescribed property, and other adjacent or nearby property shall also be subdivided and that Plats thereof, designated as SHEPHERD ESTATES, PLATS 2, 3, 4, etc., will be prepared and recorded in the St. Louis County Records; and,

WHEREAS, "Common Ground" and "Common Ground Easement" for park area has been reserved in said above described tracts to be submitted to and approved by the St. Louis County Council, which Plats setting aside various improvements, including the said "Common Ground" and "Common Ground Easement" of said Subdivision, shall be recorded in the Office of the Recorder of Deeds for St. Louis County, at such times as then are approved under the law 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 SHEPHERD ESTATES SUBDIVISIONS certain public 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 and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the exclusive use and benefit of the owner or owners of the lots shown on said Plats of said above described tract; 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 adoption of a common neighborhood plan and scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel, and all "Common Ground" and "Common Ground Easement" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and,

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

WHEREAS, R.G.B. CONSTRUCTION COMPANY has, by separate instrument simultaneously herewith, conveyed to the Trustees and established "Common Ground" and "Common Ground Easement":

All of the areas shown as "Common Ground" and "Common Ground Easement" on the plat of SHEPARD ESTATES PLAT 1, the plat of which is recorded simultaneously herewith on JUNE 1, 1988, as Daily No. 272 of the St. Louis County records.

WHEREAS, the above described instrument conveys the property shown on Record Plat to the Trustees hereafter designated and established for a period of thirty (30) years or for the duration of the subdivision, whichever is

longer, and after expiration of said time, fee simple title to the property as shown on Record Plat shall vest in all of the then record lot owners of all lots in any subdivision of the aforescribed property known as SHEPHERD ESTATES SUBDIVISION, (regardless of Plat Number) as tenants in common, but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of lots in said SHEPHERD ESTATES SUBDIVISION, and any conveyance or change of ownership of any lot or lots in SHEPHERD ESTATES SUBDIVISION, shall carry with it ownership in common property, so that none of the owners of lots in SHEPHERD ESTATES SUBDIVISION (regardless of Plat Number) , and none of the owners of the common property shall have such rights of ownership as 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 SHEPHERD ESTATES SUBDIVISION (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 SHEPHERD ESTATES SUBDIVISION shall continue to be possessed by the said Trustees.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements, made by the Parties hereto each to the other, the Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs and assigns and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in SHEPHERD ESTATES SUBDIVISION, and in such further plats of SHEPHERD ESTATES SUBDIVISION from the aforescribed property, all as described herein as follows, to-wit:

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### DESIGNATION AND SELECTION OF TRUSTEES

#### -- MEETINGS OF LOT OWNERS --

The initial Trustees shall be FRED M. KEMP, IRA S. WALKER, and JOSEPH D. KEMP, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. If any Trustee resigns, refuses to act, becomes disabled or dies prior to the sale of 50% of the developed lots in SHEPHERD ESTATES SUBDIVISION, the remaining Trustees shall have the power to appoint a successor or successors.

After 50% of the lots in the entire subdivision (SHEPHERD ESTATES SUBDIVISION) have been developed and sold the developer shall cause not less than one of the initial Trustees or successors thereto to resign and the resident lot owners of SHEPHERD ESTATES SUBDIVISION shall elect Trustees who are resident lot owners of SHEPHERD ESTATES SUBDIVISION in their place and stead.

After 95% of the lots in the entire subdivision (SHEPHERD ESTATES SUBDIVISION) have been developed and sold the developer shall cause one of the remaining initial Trustees or successors thereto to resign and the resident lot owners of SHEPHERD ESTATES SUBDIVISION shall elect Trustees who are resident lot owners of SHEPHERD ESTATES HILLS SUBDIVISION in their place and stead.

After 100% of the lots in the entire subdivision (SHEPHERD ESTATES SUBDIVISION) have been developed and sold the remaining initial Trustees shall resign and the resident lot owners of the SHEPHERD ESTATES SUBDIVISION shall elect a Trustee who is a resident lot owner of SHEPHERD ESTATES SUBDIVISION in his place and stead.

The first two Trustees elected after the sale of 50% of the developed lots in SHEPHERD ESTATES SUBDIVISION shall be for tenure of one, two and three years respectively in order to obtain continuity of trusteeship. Thereafter, the tenure will be for a period of three years each. In the event of a vacancy in the Board of Trustees or upon the expiration of a Trustee's term of office after 50% of the developed lots in the subdivision have been sold, the remaining Trustees shall call a meeting of the record owners of the fee simple title of all of the lots according to the recorded plats of SHEPHERD SUBDIVISION. The notice of said meeting shall be in writing, sent by mail to or personally served upon, all of such record lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of

electing new Trustees. The said notice shall specify the time and place of meeting and the place of meeting shall be in St. Louis County. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The result of such election shall be certified by the persons elected as chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. A majority of the lot owners shall constitute a quorum at the respective meeting of each

Where the provisions of this indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the County Council may upon petition of any concerned resident or property owner of the Subdivision, appoint one or more Trustees to fill vacancies until such time as Trustees are selected in accordance with the trust indenture. Any person so appointed who is not a resident or property owner within the Subdivision shall be allowed a reasonable fee for his service by order of appointment, which fee shall be levied as a special assessment, and which shall not be subject to any limitation on special assessments contained in the trust indenture or elsewhere.

## II RESERVATION OF EXPENDITURES

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

## III TRUSTEES DUTIES AND POWERS

The Parties of the First Part hereby invest the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities.

1) Trustees shall acquire and hold the "Common Ground" and "Common Ground Easement" as shown on Record Plat and conveyed to Trustees by separate instrument of even date herewith, which said "Common Ground" and "Common Ground Easement" as set forth and shown on SHEPHERD ESTATES SUBDIVISION, Trustees shall further have the right to acquire and hold additional "Common Ground" and "Common Ground Easement" as set forth and shown on PLAT 1, PLAT 2, etc., or any subsequent plat under any other name of said SHEPHERD ESTATES SUBDIVISION, all in accordance with and pursuant to the Planned Environmental Units Development Procedure Ordinance of the St. Louis County Council, and in accordance with and subject to the provisions of this instrument.

2) To exercise such control over the easements, streets and roads, entrances, lights, gates, common ground, common ground easement, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded Plat or Plats of said above described tract of land, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc. by the necessary public utilities and others, including the right (to themselves and to others to whom they 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 shown on said plat.

3) To exercise control over the "Common Ground" and "Common Ground Easement" as shown on said Plat and on Plats hereafter to be approved and recorded; to maintain and improve same with shrubbery, vegetation, decoration,

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, morals, recreation, entertainment, education and general use of the owners of the lots in the subdivision, all in conformity with all applicable law; to prescribe by reasonable rules and regulations the terms and conditions of the use of said "Common Ground" and "Common Ground Easement", all for the benefit and use of the owners of the lots in this Subdivision and according to the discretion of the said Board of Trustees.

4) To dedicate to public use any private streets constructed or to be constructed on the aforescribed tract or any subdivision thereof, whenever such dedication would be accepted by a proper public agency, in the event the dedication plat does not provide for public use and maintenance.

5) To prevent as Trustees of any 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 Board of Trustees covering the use of said "Common Ground" and "Common Ground Easement" 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 vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matters 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, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such building or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory building, 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 a majority of the Trustees to the plans and specifications therefore and to the grade proposed therefore.

8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, 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) 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 the trust as well as at all times fixed for the appointment or election of successor 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.

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

#### IV ASSESSMENTS

The Trustees and their successors 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 purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

1) (a) An annual assessment, payable quarterly for each single family dwelling, shall be made for annual sewer maintenance, operation and repairs, and for such additional assessments subject to approval if required by law, of the Missouri Public Service Commission. This assessment shall be billed to each single family dwelling and collected by Metropolitan Sewer District.

(b) No roof drainage, garage drainage, downspouts, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline or other objectionable materials shall be placed, drained, emptied into or connected to the sanitary sewer line.

2) (a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of not to exceed One Hundred Dollars (\$100.00) per lot in each year upon and against the several lots of parcels of land in said subdivision for the purpose of carrying out any and all of the general duties and power 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", and "Common Ground Easement", utilities, lighting expenses, mowing, maintenance and operation expenses of recreational facilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers of duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owners.

(b) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments provided for in Section 2 (a) hereof, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided on reference to the election of Trustees by a two thirds (2/3) majority vote of those present in person or by proxy, or on written consent of the owners of one-half (1/2) or more of the vote, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Dollars (\$100.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph, but no special assessment shall exceed Fifty Dollars (\$50.00) for any one year period.

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

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title 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 itself.

(b) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, grassed and shrubbed areas, median strips and other non-public areas such as entrance markers, roadways and easements, "if any", and cul-de-sac islands, if any.

(c) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of 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 and causes same to be recorded in the

Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability 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 lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments. Any lien filed incident to any unpaid assessment may be foreclosed and collection enforced generally in the same manner as then provided for in the enforcement and foreclosure of mechanics liens.

4) The Trustees shall deposit the funds coming into their hands as Trustees in a State of National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when feasible. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and such 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 majority of the Trustees.

5) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

6) 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.

7) Trustees shall also have the power by way of example and not by way of limitation, to construct, reconstruct, maintain, repair and operate swimming pool, recreation buildings and facilities, barns, stables, horse trails, lakes or ponds, fences, bridges, landscaping improvements, or any type, character or description or other recreation facilities on the common ground areas, 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.

8) 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 recreational facilities.

9) Trustees shall also have the power by way of example and not by way of limitation to construct, reconstruct, maintain, repair and operate entrance easements and gates or walls of any type, character or descriptions, at such locations which the Trustees may deem necessary, which said easements are in, over, upon and across such portion of plat as may be used for residential purposes.

10) Allocated Storm Water Retention Agreement. In addition to annual assessments herein otherwise authorized, the Trustees shall make assessments in the manner provided for herein for the repair, operation and maintenance of storm water control easements, including all underground and above ground facilities and pipes used in connection therewith and access easements to such storm water control easements. The maximum amount of such assessment shall be an amount equal to five percent (5%) of the annual assessment for each record lot, and such assessment shall be made until such easements shall be accepted for maintenance by the Metropolitan St. Louis Sewer District or other public authority.

## V RESTRICTIONS

Parties of the First Part being the owners of the following described Real Estate lying and situated in the County of St. Louis, State of Missouri, and being more particularly described: All of SHEPHERD ESTATES SUBDIVISION, PLAT 1, the plat of which is recorded simultaneously herewith on June 1 1988, Daily No. 272 of the St. Louis County records.

By this Indenture Parties of the First Part do impose upon all the lots and "Common Ground" and "Common Ground Easement" in SHEPHERD ESTATES SUBDIVISION, PLAT 1, 2, etc., and such other plats of "additional property" as

described above as will be prepared and recorded which by reference thereon, specifically make said plats and all improvements, common ground, and common ground easement contained therein subject to the restrictions, conditions, terms, easements, assessments and benefits herein set forth in this Indenture of Trust and Restrictions, the following restrictions and conditions, to wit:

1) These covenants shall be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, shall run with the land and shall be binding upon the Parties hereto and future owners of the property hereinabove described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change these covenants in whole or in part.

Notwithstanding contrary provisions herein the term of this indenture and restrictions shall not be less than for the duration of the Subdivision so long as applicable St. Louis County Ordinances so require.

2) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached or attached single family dwelling and a private attached or detached garage. Minimum finished livable area of dwelling, 2,200 square feet. Minimum cost of house shall not be less than \$160,000 based on cost levels prevailing at date these covenants are recorded.

3) ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge, or mass planting shall be erected, placed, erected on lots bordering on parks, unless approved by Trustees. No chain link fences will be permitted. In the event the Trustees fail to approve or disapprove within 30 days after plans and specifications have been submitted to them, or in the event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and related covenants shall be deemed to have been fully complied with.

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE: The initial Architectural Control Committee shall be Fred M. Kemp, Ira S. Walker, and Joseph D. Kemp, who by their signatures to this instrument have consented to act in such capacity. The initial members of the committee and their successors shall serve at the pleasure of the Trustees. In the event of any vacancy on the Committee caused by resignation or otherwise, such vacancy shall be filled by a vote of the majority of the Trustees of the Subdivision.

4) BUILDING LOCATIONS: No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

6) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks or commercial



vehicles except up to half ton gross weight, licensed for non commercial use be regularly parked in streets, yards, or driveways of Subdivision. No fence, patio, pool, hot tub, satellite dish, tool shed, dog house or other outbuilding, clothes line, clothes pole, or clothes drying structure may be erected, and no derelict automobiles, boats, trailers, recreational vehicles, debris or materials may be placed or stored on or parked in front, beside or behind any house or on any lot, either temporarily or permanently, without specific approval of the Architectural Control Committee.

7) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, provided, however, that Grantor herein reserves the right to use and occupy one or more lots for display houses to be built by Grantor in this Subdivision as display houses, as its sales and construction office during the development of this Subdivision, and until the last lot in said Subdivision is improved and sold; and provided further, that Grantor reserves unto itself the right to amend the building lines on any lot in said plat or plats to correct minor violations of said building lines which may have occurred during the construction of improvements on any such lot in said Subdivision.

8) SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9) LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained for any commercial purposes.

10) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be located closer than twenty feet to any park area.

11) SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot.

12) SLOPE CONTROL AREA: Slope control areas, if any, are shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting, or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

13) SIGHT DISTANCE AT INTERSECTIONS: 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 15 feet from the intersection of the street lines or in the case of rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14) LAND NEAR PARKS AND WATER COURSES: No detached or outbuildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course.

15) RIGHTS APPURTENANT: In the event the subdivision is vacated, thereafter, fee simple title shall vest in the then lot or unit owners as joint tenants. The rights of the joint tenants shall only be exercisable appurtenant to and in conjunction with their lot or unit ownership. Any conveyance or change of ownership of any lot or unit shall convey with it ownership in the common property, and no interest in the common property shall be conveyed by a lot or unit owner except in conjunction with the sale of a

lot or unit. The sale of any lot or unit shall carry with it all the incidents of ownership of the common property although such is not expressly mentioned in the deed; provided, however, that no right or power conferred on the Trustees shall be abrogated.

VI  
GENERAL PROVISIONS

1) (a) There are and will be situated in the above described tract certain areas designated as common land. The Trustees shall hereafter maintain said "Common Ground" and "Common Ground Easement" and may develop therein park areas, playgrounds, ball fields and other kinds of recreational facilities. The Trustees are authorized to negotiate any required or useful utility easements for sewers or other uses across or through said "Common Ground" and "Common Ground Easement"; any payment received for any such easements shall be refunded to Party of the First Part as reimbursement of part of the initial costs of obtaining said utilities to the tract.

(b) Any other provision hereof to the contrary notwithstanding, the obligation and rights of the Trustees hereunder to maintain the parks and streets referred to herein shall not cease nor may this Indenture be changed or amended to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustees under any subparagraph of paragraph IV herein, nor may this Indenture be amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees until such time, if ever, as St. Louis County or any other similar agency which may exist hereafter shall establish park and street maintenance for the area affected.

2) 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.

3) Any and all future tracts of land comprising a part of the aforesaid acreage, being platted as Plat 1, Plat 2, Plat 3, etc., of SHEPHERD ESTATES SUBDIVISION, shall be subject to and governed by all restrictions, conditions, terms, easements, assessments and benefits heretofore provided for in this Indenture of Trust and Restrictions. "Common Ground" and "Common Ground Easement" which is included on Plat 1, Plat 2, Plat 3, etc., of SHEPHERD ESTATES SUBDIVISION shall be for the mutual benefit and use of all the lot owners of Plat 1, Plat 2, Plat 3, etc. of SHEPHERD ESTATES SUBDIVISION. Any additional plats of SHEPHERD ESTATES SUBDIVISION shall by reference thereon specifically make said additional plat and all improvements and "Common Ground" and "Common Ground Easement" contained therein subject to the restrictions, conditions, terms, easements, assessments, and benefits herein set forth in this Indenture of Trust and Restrictions.

4) ENFORCEMENT: Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore.

5) LIABILITY OF TRUSTEES; TRUSTEES NOT TO BE COMPENSATED: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. Neither the Trustees nor Successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

6) SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

7) AMENDMENT: This Indenture of Trust and Restriction and any part thereof may be modified, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of one-third (1/3) of the

lots in the subdivision then included under the terms of this Indenture, subject to the following: So long as R.G.B. CONSTRUCTION COMPANY, or their successors are the owners of any lot in any section of SHEPHERD ESTATES SUBDIVISION, they may modify, amend, or change the side yard line and building lines as established herein, and may modify and amend any or all of the terms, conditions and provisions including the jurisdiction of the instrument beyond its original boundaries hereof, any such amendment, alterations, change, additions or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of Recorder of Deeds for the County of St. Louis, Missouri, shall become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of R.G.B. CONSTRUCTION COMPANY, so long as they are owners of more than two lots in said subdivision, and the approval of the Director of Planning of St. Louis County. The power of Amendment herein contained shall not apply to the areas shown as "Common Ground" and "Common Ground Easement" on the various plats of SHEPHERD ESTATES SUBDIVISION, nor to the sections providing for assessment for development and maintenance of said "Common Ground" and "Common Ground Easement". Notwithstanding contrary provisions in this section, no modification, change or amendment shall be in violation of any applicable ordinance.

8) NO IMPROVEMENTS ON CUL DE SAC: No building improvements or structures shall be constructed upon the common ground located in street cul de sac areas, except in compliance with the provisions in the legend on the Plat for said subdivision.

IN WITNESS WHEREOF, the said Parties of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

R.G.B. CONSTRUCTION COMPANY

Secretary: Ira S. Walker  
Ira S. Walker

By: Fred M. Kemp  
Fred M. Kemp, President

ARCHITECTURAL CONTROL COMMITTEE:

PARTIES OF THE FIRST PART

Fred M. Kemp  
Fred M. Kemp

Fred M. Kemp  
Fred M. Kemp

Ira S. Walker  
Ira S. Walker

Ira S. Walker  
Ira S. Walker

Joseph D. Kemp  
Joseph D. Kemp

Joseph D. Kemp  
Joseph D. Kemp

PARTIES OF THE SECOND PART - TRUSTEES

CONSENT OF MORTGAGEE

The undersigned, holder of Deed of Trust dated April 11, 1988, recorded in Book 8296 at Page 2141 of the St. Louis County, Missouri Recorder's Office, hereby consents to the foregoing Trust Agreement and Indenture of Restrictions and subordinates said Deed of Trust thereto.

Dated: May 27, 1988.

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS

(Lender)

(SEAL)

By: Robert J. Cook  
Title: Vice President

State of Missouri )  
 ) SS  
County of St. Louis )

On this 1st day of JUNE, 1988, before me appeared FRED M. KEMP, to me personally known, who being by me duly sworn, did say that he is the President of R.G.B. CONSTRUCTION COMPANY, 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 FRED M. KEMP 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.

Jane Higgins Hogg  
Jane Higgins Hogg, Notary Public

My term expires June 27, 1989

State of Missouri )  
 ) SS  
County of St. Louis )

On this 1st day of JUNE, 1988, before me appeared FRED M. KEMP, IRA S. WALKER, and JOSEPH KEMP, 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.

Jane Higgins Hogg  
Jane Higgins Hogg, Notary Public

My term expires June 27, 1989

State of Missouri )  
 ) SS  
County of St. Louis )

On this 1st day of JUNE, 1988, before me appeared Barbara T. Cook, to me personally known, who, being by me duly sworn, did say that she is the Vice President of THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a corporation of the United States of America, and that the seal affixed to the foregoing instrument is the seal of said bank, and that said instrument was signed and sealed in behalf of said bank, by authority of its Board of Directors and said Barbara T. Cook acknowledged said instrument to be the free act and deed of said bank.

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.

(SEAL) D. Jill Kwentus  
Notary Public, State of Missouri  
My Commission Expires 7/17/88  
St. Louis County

D. Jill Kwentus  
Notary Public

My Commission Expires: \_\_\_\_\_