

CLAVERACH PARK INDENTURE

DATED JUNE 1, 1921

RECORDED IN BOOK 515, PAGE 39 IN THE OFFICE OF THE RECORDER OF DEEDS  
OF ST. LOUIS COUNTY, MISSOURI

ON JUNE 13, 1921

**[NOTE: All amendments and deletions are included in main body of text below.**

**Footnotes explain the dates and text of amendments and deletions. The original, recorded copy of this document and all amendments can be found in the Office of the Recorder of Deeds of St. Louis County (i.e., County courthouse). This copy has been compiled from typed copies and from the original copy in the Office of the Recorder of Deeds. Park residents can review the original document by utilizing the "Book xxx/Page xxx" citations contained in this copy. (See, for example, the citation at the top of page 1; other citations appear in the footnotes). These Book and Page citations refer to the location of the original document and amendments in the records of the Recorder of Deeds.]**

This Indenture, dated as of the first day of June, 1921, by and between David Hooton, a single man, party of the first part (hereinafter called "Grantor") and S. T. Bixby, Frederick L. Cornwell and W. J. Holbrook (hereinafter called "Trustees"), parties of the second part, and St. Louis Union Trust Company Trustee, in a certain deed of trust of even date herewith from the Grantor herein to it, as Trustee, given to secure the payment of the notes therein described, party of the third part, Witnesseth, that Whereas, said Grantor is the owner of a certain tract of land, being part of a tract of land lying in the County of St. Louis, Missouri, acquired by the Grantor from Claverach Realty and Investment Company dated June 1st, 1921, a reference to which deed is hereby made as part hereof, and has caused said part of said tract of land to be platted and subdivided into Block and lots by Pitzman Company of Surveyors and Engineers, and will hereafter cause said plat to be duly recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri, and when so filed said plat shall become and be the plat herein referred of the subdivision of the Eastern part of said land and the land shown thereon shall be the land effected by this instrument and immediately upon the filing of said plat it shall become and be a part of this instrument, with the same force and effect as if same had been so filed prior to the execution and delivery hereof, and made a part hereof, and the parties hereto and their respective heirs, executors, administrators and assigns shall be conclusively estopped to dispute or deny that said plat filed as above provided is the plat herein mentioned and referred to.

Whereas, it is the purpose of the Grantor to expend large sums of money in improving said tract of land and laying out and making therein private parks, streets and sidewalks, and in constructing sewers, laying gas and water mains, planting trees and

shrubbery, and in other useful work designed to fit said lots for the purpose of residence and to render them desirable therefor, and,

Whereas, it is the desire and intention of the Grantor, to have said private parks, streets and sidewalks so laid out and made, maintained, protected and managed in the future as to promote and carry out the general purpose of making and continuing said tract of land as a desirable place for private residence and, subject to the provisions of this deed, to secure to purchasers of lots therein and to their heirs and assigns the exclusive use and enjoyment of said private parks, streets and sidewalks.

Now Therefore, in consideration of the premises and with the view of attaining said end, and in consideration of one dollar paid by each of the Trustees to the Grantor, the receipt of which is hereby acknowledged, the Grantor has bargained and sold, and by these presents does grant, bargain and sell, convey and confirm unto the Trustees, as joint tenants and not as tenants in common and to the survivors and survivor of them, and to any successors or successor of them or either of them, all and singular those certain portions of said tract of land shown on said plat aforesaid which are designated on said plat as private parks, streets and sidewalks.

TO HAVE AND TO HOLD the said Private Parks, streets and sidewalks unto the Trustees and unto the survivors or survivor of them or either of them, and for and during a life time, but no longer of the last survivor of the three persons named in this deed as the Trustees, but under and upon the trusts and subject to the conditions, provisions, reservations, and restrictions and with the rights, powers, privileges, and duties in this deed declared, imposed and expressed.

(1)

For convenience, the Trustees and their successors are hereinafter in this deed designated as Trustees.

(2)

Should either of the Trustees die or remove from the City or County of St. Louis, or decline to act, or cease to be the owner of a lot in said tract of land or become incompetent by reason of sickness or other cause to discharge the duties of Trustee under this deed, then and thereupon the surviving Trustee or Trustees shall, within a reasonable time thereafter, call a meeting to be held at a convenient place in the City or County of St. Louis of all of the then owners of residence lots, in the said tract of land, first giving written notice of the time and place of such meeting, which said written notice shall be mailed to each lot owner at his or her last known address not less than ten (10) days before the day fixed for said meeting, and such of the said owners as attend said meeting shall proceed to elect by vote or ballot (the owner or owners of said residence lots being entitled to one vote for each of said lots owned by him or them, and

no more) a successor or successors to fill such vacancy or vacancies, and the person or persons receiving the highest number of ballots shall be deemed elected, and shall, when his or their acceptance in writing of the position of Trustee under this deed, written upon the same paper with the certificate of election, duly acknowledged, is filed for record in the Office of the Recorder of Deeds, of St. Louis County at once, and by force of this deed, succeed to and be vested with and possess and enjoy as Joint Tenant, but not as a Tenant in Common, with the remaining Trustee or Trustees all the estate, interests, rights, privileges and powers by this deed granted to, and be subject to all the duties and restrictions by this deed imposed upon, his or their predecessor or predecessors (and such a selection at a meeting to be called on like notice and organized and conducted in the manner of aforesaid) shall be made as often as a vacancy from any of the causes aforesaid occurs, until the death of the last survivor of the three persons named in this deed as the Trustees. Should such surviving Trustee or Trustees refuse or neglect to call such a meeting within thirty (30) days after the occurrence of such a vacancy, then such meeting may be called by the owners of any ten (10) of said residence lots, who shall give a like notice thereof, signed by them, and the action had at such meeting shall have the same force and effect as if called by said surviving Trustee or Trustees. No person shall be elected a Trustee unless at the time of his election either he or his wife is the owner of a lot in said tract of land, and after the election of a Trustee, the sale and conveyance of the lot owned by him or his wife shall ipso facto vacate the office of Trustee held by him so as to require the election of his successor as hereinabove provided.

(3)

The said Trustees shall receive no remuneration or compensation of any kind for the services rendered by them as such Trustees, but in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them, by the provisions of this deed. The Trustees may from time to time employ all such agents, servants and labor as they deem necessary and may employ counsel and institute and prosecute such suits as they may deem necessary or advisable and defend suits brought against them or either of them in their character as Trustee.

(4)

The Trustees shall have the power to grant to any persons or corporation undertaking to furnish electricity, heat, light, water, power or gas, or any conveniences desirable for a residential district, the right to place the necessary wires, pipes, conduits or other implements upon, in or under said streets, and to make contracts for supplying the occupants of the land abutting upon said streets or upon Wydown Boulevard or Clayton Road with such utilities. All such wires, pipes, conduits or other implements shall at all times be subject to the reasonable control and regulation of the Trustees, but nothing herein contained shall be deemed to conflict with, alter or change any contract or contracts now existing in regard to the use of or concerning said Wydown Boulevard.

(5)

The Trustees shall maintain the private parks, streets and sidewalks in the following manner, that is to say, the private parks shall be kept suitably covered with turf and planted with trees, shrubs and ornamental plants, the streets and sidewalks shall be kept in good order and conditions and free from such obstructions as would interfere with the proper use thereof, and if necessary, the streets and Sidewalks, or any of them shall be reconstructed and improved in such manner and with such material as the Trustees shall direct. The Trustees shall protect and preserve said tract of land from encroachment, trespass, nuisance and injury, so as to carry out the true intent and meaning of this deed; the Trustees shall make provisions for lighting at night the Private Parks, Streets and Sidewalks in the said tract of land and they shall pay the cost of making such provision and the expense of maintaining such lighting. The Trustee shall pay the cost and expense of maintaining in good order and condition, the water, gas and sewer pipes heretofore laid and hereafter to be laid in and under the said private parks, streets and sidewalks in said tract of land. The Trustee shall pay whatever of the cost and expense of reconstructing and improving Wydown Boulevard and Clayton Road, is assessed against the property or lots in said tract of land from and after the date thereof, abutting on the South side of said Wydown Boulevard, and the North side of Clayton Road, as well as the cost and expense of maintaining same in good order and condition after its reconstruction and improvement, as aforesaid, it being the intent and purpose of the parties to this conveyance to charge this expense against all of the lots located in said tract of land and not merely against those lots abutting on said Wydown Boulevard and on said Clayton Road and the Trustees shall pay and discharge, as and when due all taxes and assessments, general and special, which may be assessed or imposed by law upon the said private parks, streets and sidewalks so long as the title to the same remains vested in them.

The Trustees shall, if and when authorized and directed so to do by a majority of all of the then owners of the said lots in said tract of land, dedicate for public use the said private parks, streets and sidewalks or either of them, and the said Trustees may by agreement in writing with the parties owning the property lying west of tract of land and abutting thereon, recorded in the Office of the Recorder Deeds of St. Louis County, convey to said party or parties, his or their successors and assigns, the right to use and enjoy the streets and sidewalks for such time and subject to such terms and conditions as may be imposed in said written agreement.

(6)

All persons who may from time to time be owners of any one of the residence lots located in said tract of land, together with their respective proper families shall have free access to the said Private Parks, streets and sidewalks, and the right to frequent, use and enjoy the same as places of passage, resort and recreation, subject, however, to such

reasonable rules and regulations as the Trustees and the said lot owners themselves as hereinbefore provided, may from time to time make and prescribe, and the said right of access and the right to frequent, use and enjoy the said private parks, streets and sidewalks for the purposes aforesaid shall be and is hereby made an easement therein for the benefit of each of said residence lots located in said tract of land, and shall forever pass as appurtenant to each of said lots. The Grantor for itself, its successors and assigns, for and in behalf of all persons who may thereafter derive title to or otherwise hold through it, any one of the said residence lots, hereby covenants that said easement shall be and remain annexed to each of said lots and pass as appurtenant, thereto subject always, however, to such reasonable rules and regulations as the Trustees and the said lot owners themselves as hereinafter provided may make and prescribe.

(7)

To enable the Trustees to pay the cost of such work, and the incidental expense of the same and of administering their said trust, they shall have the power to make assessments upon and against the several lots in said tract, and against the owners thereof apportioned to and against each as hereinafter stated, not to exceed fifty cents per front foot in any one year, but this limitation shall not apply to any assessment levied for the purpose of reconstructing any street, sidewalk or sewer built by the Grantor.

(8)

Every assessment not made for reconstructing a sewer shall be apportioned to and against each owner or group of joint owners, according to the number of front feet of ground owned by him or them, as shown on said plat and by the deed or deeds under which he or they hold title, but inasmuch as the following lots are all irregular shapes and sizes it is deemed advisable to specify, and the Grantor does hereby specify the number of front feet at which each of them is to be rated for the purpose of assessment, for the purpose of voting, as hereinafter specified. They are as follows:

Lot 1 of Block 1 145 feet  
Lot 6 of Block 1 170 feet  
Lot 7 of Block 1 98 feet  
Lot 12 of Block 1 135 feet  
Lot 1 of Block 2 128 feet  
Lot 7 of Block 2 130 feet  
Lot 8 of Block 2 138 feet  
Lot 13 of Block 2 148 feet  
Lot 1 of Block 3 165 feet  
Lot 24 of Block 3 132 feet  
Lot 1 of Block 4 153 feet  
Lot 1 of Block 5 115 feet

Lot 1 of Block 6 140 feet  
Lot 20 of Block 6 140 feet  
Lot 1 of Block 7 112 feet  
Lot 8 of Block 7 100 feet  
Lot 1 of Block 8 130 feet  
Lot 7 of Block 8 180 feet  
Lot 13 of Block 8 120 feet  
Lot 19 of Block 8 130 feet  
Lot 1 of Block 9 110 feet  
Lot 8 of Block 9 145 feet  
Lot 9 of Block 9 115 feet  
Lot 18 of Block 9 100 feet  
Lot 1 of Block 11 97 feet  
Lot 1 of Block 12 165 feet

(9)

Every assessment for the reconstruction of a sewer shall be apportioned to and against each owner or group of joint owners according to the area of the lot or parcel of land owned by him or them, as when on said plat and by the deed or deeds under which they hold title.

(10)

Before any street, sidewalk or sewer shall be reconstructed, the Trustees shall call a meeting of the owners of all lots and parcels of ground in said tract of land and shall submit to said meeting plans and specifications of the work proposed to be done and the material or materials to be used (in the alternative if the Trustees shall deem best) together with estimates of the cost of the work. If the question to be considered shall be the reconstruction of a sewer, it shall be the duty of the Trustees to cause the number of square feet in each lot or parcel of ground to be accurately ascertained before the meeting and to submit to the meeting along with the plans and specifications and estimate above prescribed, a schedule showing the number of square feet in each lot or parcel of ground and the votes shall be cast and counted according to said schedule. Such meeting shall be held during business hours at some convenient place in the City or County of St. Louis to be designated by the Trustees, and at least ten (10) days notice of such meeting shall be given by mail to each owner or group of joint owners of a lot or parcel of ground subject to assessment. At such meeting each person shall have the right to cast a number of votes equal to the number of front feet owned by him except as hereinbefore provided subject to assessment for such reconstruction, or if the reconstruction be a sewer, then equal to the number of square feet in the lot or parcel of ground owned by him. If any lot or parcel of ground be owned by more than one person, then each owner shall have the right to cast a number of votes equal to his aliquot share of the whole, whether of frontage or area.

(11)

No street, sidewalk or sewer shall be reconstructed if the owners of a majority of front feet or a majority of square feet of area, as the case may be, subject to assessment therefor, shall vote against reconstruction at such meeting.

(12)

Every assessment hereby authorized shall become a lien against any lot or parcel of ground to which it relates whenever it shall be so declared by the Trustees by instrument in writing executed, acknowledged and recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri, in the manner provided for conveyances affecting real estate. The recording of any such assessments shall be taken as a demand for payment thereof, and the same shall bear interest, at the rate of eight percent per annum, beginning thirty days after the date of record.

Upon payment of any assessment so recorded, satisfaction thereof shall be acknowledged by instrument duly executed, acknowledged and recorded by the Trustees at the expense of the lot owners.

(13)

If said tract of land shall be taken into the limits of any city, the Trustees shall have power to convey said streets, including the sidewalks in, and the sewers under said streets, to said City for public use as streets, walks and sewers respectively, if the City will accept same.<sup>1</sup>

(14)

The Trustees hereby provided for shall keep minutes of their proceedings.

(15)

Building lines are hereby established as shown on said plat. No building shall be erected upon, or projected unto the space between any building line and the adjacent street, except that the roof, cornice, porch, platform, terrace or steps in front of the main door of any house may extend beyond the building line not more than fourteen (14) feet where such building line is more than fifty (50) feet from the street and not more than ten (10) feet at all other places.

(16)

No building shall be erected in any block which shall have appurtenant to it a street frontage less than the width of a lot in said Block, and not more than one building shall be erected on each lot or parcel of ground but appurtenant to any dwelling house and used only in connection with it, there may be a garage, shed, playhouse or outbuilding or other subsidiary building, but no such subsidiary building shall be erected within seventy five (75) feet of the front building line unless it be directly attached to the dwelling house. No building shall be designated to be, nor shall it ever be used or occupied for any business purpose, or for any purpose except that of a private residence intended to be and which shall be occupied by one family only. No business shall be carried on, no spirituous or malt liquors shall be sold, and no nuisance of any kind shall be committed or allowed in said tract. No apartment house or flat shall be erected, or maintained in said tract. No building shall be erected or maintained which shall be nearer than ten (10) feet to either side line of the lot on which it stands as now or hereafter established under this agreement but this restriction shall not apply to port-cochers, which may extend to the side line of a lot. No dwelling house shall be erected on any lot shown on said plat which shall cost less than \$10,000, if erected on a one hundred foot lot, \$8,000, if erected on a seventy five foot lot, and \$6,000 if erected on a sixty five foot lot. 2

(17)

3

(18)

The Grantor for himself, and his assigns, for and in behalf of all persons who may hereafter derive title to, or otherwise hold through it, any one of said residence lots located in said tract of land, does hereby covenant to and with the Trustees, and to and with such person or persons to be chosen by and act for the owners of said lots, as herein provided, that each of said lots, and the person or persons from time to time owning the same, shall forever stand and remain bound and chargeable to the Trustees, and to such person or persons to be chosen by and act for the owners of said lots, as herein provided, by all and singular any provisions, conditions, assessments, payments, liens and charges contained in this deed, and also by any and all other provisions of this deed whether in the form of a covenant or not, as far as such provisions by their terms embrace or are made applicable to said lots, and that neither the Grantor nor his successors or assigns shall or will at any time convey, devise, demise or otherwise dispose of any of said residence lots located in said tract of land, except as being expressly subject to the covenants herein contained and expressed and to the obligation to observe and perform the same, it being and it is hereby declared to be the intention of these presents that each of the covenants hereinabove expressed in this instrument shall attach to and run with each of said lots which are embraced in such covenant, and be binding upon every owner and occupant of such lot or lots as fully as if expressly contained in proper and obligatory covenants or conditions in each contract and

conveyance of or concerning such lot or lots. If the Grantor or assigns, hereafter owning any one or more of the lots embraced in any one or more of said covenants, shall infringe or attempt to infringe, or shall omit to keep, perform or comply with any one or more of said covenants which by the provisions hereof are to be kept and performed by such person or persons, it shall be lawful for any other person or persons, owner or owners for the time being, of any lot or lots embraced in such covenant, or for the Trustees in behalf of or for the benefit of either themselves or the said owners or owner, to prosecute any proceeding at law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant, either to prevent such person or persons from violating such covenant or covenants, or to recover damages for such violation of the same. But 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 any lot or lots embraced in such covenants, yet that they are not to be enforced personally against the Grantor or his assigns, so that a judgment for damages may be obtained against him or them, unless he or they while owning, occupying or controlling some lot or lots shall have violated or failed to perform the covenants embracing such lot.

(19)

The Trustees are authorized and directed to enter upon any lot to make repairs to the main line of sanitary and storm water sewers within the boundary lines of the said sewer rights of way as shown upon the recorded plat of said tract of land.

(20)

The restrictions herein contained are to be considered as independent, and in the event that any one of them shall be held unenforceable or shall otherwise fail, the validity or binding effect of the others shall not thereby be effected.

(21)

All trusts created by this deed, including therein all the rights, powers and privileges granted to, and duties imposed by it upon the Trustee, shall vest in, and may be fully exercised by the major part of the survivors and the sole survivor of them provided that any successor chosen as hereinabove provided to fill a vacancy, shall from and after the date of his acceptance of the position as Trustee, as aforesaid, be included in determining who constitutes a major part of the Trustees, and each of the Trustees for himself, accepts this conveyance and Trust and covenants to fulfill the same, provided, and it is understood, that each of the Trustees shall be responsible only for his own act or willful default, and not one for the other or others.

(22)

And the trusts aforesaid, unless sooner terminated in the manner hereinafter provided shall continue and be valid during the lifetime of the persons named in this deed as the Trustees, and no longer, that is to say, until the decease of the last survivor of said persons, after which time said trust, and all the estate, legal or equitable, of the Trustees and of any successor or successors of either of them, created and vested in them by this deed shall cease and be fully ended and determined.

(23)

Upon the decease of the last survivor of the said persons who are named in this deed as Trustees, and from and after that event, all the easements, conditions, restrictions, covenants and charges hereinbefore in this deed made, created, declared or imposed shall be and remain in full force, and be applicable to and binding upon said private parks, streets and sidewalks and to and upon each of the residence lots located in said tract of land, and to and upon every owner and occupant of any one of the said lots, but strictly and only as easements, conditions, restrictions, covenants and charges (and not as trusts but running with and appurtenant to the said several lots, and thereafter, that is to say, upon and after the death of the last survivor of the said three persons named in this deed as the Trustees it shall be lawful for, and power is hereby given to the owners from time to time, and at all times, of the said residence lots or the major part of said lots, to carry out, continue and perpetuate in respect of said private parks, streets and sidewalks, the general object and intents of the said trusts, and improvements in the manner following, that is to say, they or the owners of the majority of said lots, shall, by vote or other agreement adopt such reasonable rules and regulations as they may think proper effecting said private parks, streets and sidewalks provided such rules and regulations shall be consistent with the easement, and right to frequent, use and enjoy the said private parks, streets and sidewalks hereinbefore in this deed created and granted for the benefit of the person who may from time to time be owners of any of the residence lots abutting thereon, and also consistent with the general objects and intents of said trusts previously existing and tending to promote the improvements heretofore made and hereinabove in this deed provided for, and to that end may from time to time assess and charge upon each of the residence lots then platted and laid out its proportionable part per front foot of a sum sufficient to pay all taxes, general and special, imposed by law upon the said private parks, streets and sidewalks, and such further and additional sum as shall be necessary to meet the expenditures for the purpose, hereinabove in Section five (5) of the conveyance set out, and the proportionate sum so determined for each lot shall be a charge upon said lot, and shall be due from and shall be paid as and when due by the owner thereof to such person or persons as shall be chosen or appointed for that purpose by the owners of all or a majority of said lots, and such person or persons so chosen or appointed may sue for or collect the same and enforce such charge in his name or their names, but with the description of "Agent" or "Agents" of said tract of land, and the owners of all or a majority of said lots located in said tract of land shall have power (after cessation of the

said trust aforesaid) to choose or appoint from time to time such person or persons as aforesaid, and to provide for his or their proper compensation.

(24)

And, to the end that the determination of all questions aforesaid which are to be resolved by said lot owners may be settled and determined upon a clearly ascertained and legal basis of representation, it is further declared and provided that at all meetings of said owners, each of said lots located in said tract of land shall entitle the owner thereof to one vote, which said vote may be cast by the owner of such lot in person or by his agent, duly authorized and accredited for that purpose.

(25)

Any meeting of such owners may be called to be held at some convenient place in the City or County of St. Louis, by written notice signed by at least three (3) of such owners of the time and place of such meeting and the object thereof, and said written notice shall be mailed to each lot owner not less than ten (10) days before the day fixed for such meeting.

(26)

If, at a meeting of the owners of said residence lots located in said tract of land held after the first day of January, 1962, notice of the time and place and purpose of said meeting to be given to each of said lot owners in writing at his or her last known address not less than ten (10) days before the day fixed for said meeting a majority of all of said lot owners shall determine by vote or ballot (the owner or owners of each of said lots being entitled to one vote for each of said lots owned by him or them and no more) that all or any of the trusts, restrictions, conditions, covenants and reservations hereinabove expressed shall be abolished, annulled and canceled, then upon the recording in the Office of the Recorder of Deeds Of St. Louis County of a written instrument executed and acknowledged by the owners of a majority of said lots, reciting the action of said meeting and evidencing their consent to the determination reached thereat, such instrument shall be valid and have the force and effect to annul all or any of said restricting conditions, covenants and reservations from and after the date of the recording of said instrument.

It is provided and agreed, however, that if at a meeting of the lot owners called at any time from and after the date hereof, as above provided, the owners of four fifths of all the lots in said tract of land shall determine, by vote or ballot, that any or all of the restrictions set out in Paragraph (6) of this deed should be annulled and canceled, or in any wise modified, then upon the recording in the Office of the Recorder of Deeds of St. Louis County of the written instrument executed and acknowledged by the owners of at

least four-fifths of said lots reciting the action of said meeting and expressing their consent thereto, such instrument shall be valid and have the force and effect to annul and cancel any or all of said restrictions, or to modify same, from and after the date of the recording thereof.

(27)

From and after the decease of the last survivor of the said persons who are named as parties of the second part in this deed, the legal title to private parks, streets and sidewalks shall vest in and is hereby conveyed to all of the then owners of said lots located in said tract of land, their heirs and assigns, as tenants in common, but subject to the easements, conditions, restrictions, covenants and charges applicable thereto and binding thereupon as hereinabove set forth.

(28)

Wherever herein the word "street" or "streets" is used same shall be construed to mean, include and apply to all the highways in said tract of land shown on the plat or blueprint.

(29)

The St. Louis Union Trust Company joins in the execution of this instrument pursuant to the provisions of the deed of trust dated June 1st, 1921, from Grantor to it as Trustee for the holders of notes the principal of which aggregate \$525,000 to which deed of trust reference is hereby made, and pursuant to such provisions of said deed of trust, when the plat prepared by Pitzman Company of Surveyors and Engineers therein mentioned and provided for, shall be filed for record in the Office of the Recorder of Deeds of St. Louis County, Missouri, all the right, title and interest of said St. Louis Union Trust Company as Trustee in said deed of trust, in the private parks and streets shown on said plat shall vest in said S. T. Bixby, Frederick L. Cornwell and W. J. Holbrook, Trustees as herein provided, but no other right, title or interest of said St. Louis Union Trust Company, Trustee shall vest in said Trustees, and in case prior to the payment in full of the debt secured by said deed of trust, any of said parks or streets shown on said plat shall be vacated or abandoned by nonuse thereof or by replatting thereof with the consent of the then owners of all the lots in said subdivision or otherwise, the title to such vacated or abandoned parks and streets shall revert to said St. Louis Union Trust Company, trustee, or to its successors, grantors or assigns, and provided further that nothing herein contained shall be taken or construed as in any manner affecting any interest of said St. Louis Union Trust Company, Trustee, in said tract of land or any part thereof except so far as said parks and streets may be affected as above provided.

In Witness Whereof, the said parties of the first part and second part have hereunto set their hands and seals and said St. Louis Union Trust Company, Trustee, has caused this

instrument to be signed in its corporate name by its Vice President and its corporate seal to be hereto affixed the day and year first herein written.

David Hooton (SEAL)

Copy of Seal W. J. Holbrook (SEAL)

-----) Frederick Cornwell (SEAL)  
(St. Louis Union Trust Company )  
(Incorporated Oct. 9, 1889 ) S. T. Bixby (SEAL)  
(St. Louis, Missouri, Seal )  
-----) Trustees.

St. Louis Union Trust Company, Trustee, By Isaac H. Orr, Vice President

Attest: Wallis G. Rowe, Assistant Secretary.

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

On this 10th day of June, 1921, before me personally appeared David Hooton, to me personally known to be the same person described in and who executed the foregoing instrument as a party thereto and acknowledged that he executed the same as his free act and deed, and said David Hooton further declared himself to be single and unmarried.

In Testimony Whereof , I have hereunto set my hand and seal the day and year first above written.

Copy of Seal

\_\_\_\_\_ ) My term ends May 12th, 1923  
(E. W. Banister ) E. W. Banister, Notary Public  
(Notary Public ) City of St. Louis, Missouri  
(City of St. Louis, Missouri )

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

On this 10th day of June, 1921, before me personally appeared Isaac H. Orr, to me personally known, who being by me duly sworn, did say that he is Vice President of the St. Louis Union Trust 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 by him by authority of the Board of Directors of said Corporation, and the said Isaac H. Orr acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal the day and year first above written.

My Term ends January 4th, 1922

My Commission expires January 4th, 1922.

Warren McGinnis,  
Notary Public  
City of St. Louis, Missouri

#### FOOTNOTES

The following phrase was deleted by Amendment, dated April 27, 1982, and recorded in Book 7421, Page 857 in the Office of the Recorder of Deeds of St. Louis County, Missouri on August 6, 1982:

“provided the Trustees first obtain the written consent of the owners of three fourths of the number of front feet in said tracts the number in the irregular lots mentioned in clause eight (8) to be computed as therein stated.”

2 The following sentence was deleted by Abolition, Annulment and Cancellation (Regarding Fences), dated as of May 31, 1998, and recorded in Book 11684, Pages 1514 – 1579 in the Office of the Recorder of Deeds of St. Louis County, Missouri on July 17, 1998:

“No hedge or fence shall be set out, constructed or maintained which shall be more than four feet in height or which projects nearer to the street than the building line, and no fence shall be constructed except of iron or of wood posts with wire having meshes not less than four inches in diameter.”

3 The entirety of Paragraph 17 was declared null and void by Resolution of the Agents of Claverach Park Regarding the Invalidity and Unenforceability of Certain Racial Restrictive Covenants in the 1921 and 1934 Indentures, dated September 12, 1992, and

recorded in Book 9438, Page 2043 in the Office of the Recorder of Deeds of St. Louis County, Missouri on September 14, 1992. Paragraph 17 reads as follows:

“No person not wholly of Caucasian blood shall acquire any estate or interest in any land in said tract, nor be allowed to occupy any building erected therein unless employed as servants in the family of an owner or occupant of any one or more of said lots.”

In addition, the entirety of Paragraph 17 was formally deleted by Abolition, Annulment and Cancellation (Regarding Restriction on Ownership), dated as of May 31, 1998, and recorded in Book 11684, Pages 1436 – 1513 in the Office of the Recorder of Deeds of St. Louis County, Missouri on July 17, 1998.