

CLAVERACH PARK INDENTURE
DATED MARCH 5, 1934
RECORDED IN BOOK 1279, PAGE 1 IN THE OFFICE OF THE RECORDER OF DEEDS
OF ST. LOUIS COUNTY, MISSOURI
ON MARCH 5, 1934

INDENTURE PROVIDING FOR RESTRICTIONS, COVENANTS, RESERVATIONS,
RULES AND REGULATIONS FOR ADMINISTRATION AND GOVERNMENT OF
CLAVERACH PARK BY THE AGENTS THEREOF

[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.]

Whereas, it is the desire of the undersigned to carry out the objects and purposes of the Indenture of June 1, 1921, recorded June 13, 1921, in Book 515, Page 39 in the office of the Recorder of Deeds of St. Louis County, Missouri, relating to Moorlands Park, now called Claverach Park, and to primarily maintain and preserve as a high class residential district said Claverach Park for residences for one family only, and thereby maintain the value of the property for the common benefit of all of said residents.

I

TERM OF RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, RULES
AND REGULATIONS

Now therefore, the restrictions, conditions, covenants, reservations, rules and regulations herein provided, together with all amendments and modifications thereof made and adopted, as hereinafter provided, shall constitute a binding contract between all the lot owners of Claverach Park, their heirs, executors, administrators, assignees, grantees, alienees, devisee, and the occupants, lessees, tenants, and all persons controlling or claiming any interest of any character in said lots or any of them, no matter how acquired, and shall constitute covenants attached to and running with the land, for the purpose of binding all the aforesaid while their respective interests continue, provided, however, that no transfer, or change of title shall release any person

for prior violation of said restrictions, conditions, covenants, reservations, rules and regulations.

II QUALIFICATIONS OF AGENTS

Anyone who is an owner or part owner of record, or whose spouse is owner or part owner of record of a lot in Claverach Park, as shown by the records in the office of the Recorder of Deeds of the County of St. Louis, Missouri, may be elected and act as an agent hereunder. If it should occur that neither the Agent nor his or her spouse should continue as such owner of any lot in Claverach Park, his or her term of office shall cease, and his or her successor shall be chosen as hereinafter provided.

III GENDER

In construing these rules and regulations reference to the masculine includes the feminine.

IV NUMBER OF AGENTS AND TERM OF OFFICE

There shall be three agents of Claverach Park who shall serve for the following terms of office: one of the present Agents elected at the meeting of July 6, 1933, shall serve until the annual meeting to be held in April, 1934; one shall serve until the annual meeting to be held in April, 1935; and the other shall serve until the annual meeting to be held in April, 1936. At the meeting at which these rules and regulations shall be adopted by the lot owners, it shall be determined by lot which of the present Agents shall serve for one, which for two, and which for three years. As the term of office of each Agent expires, his successor shall be chosen for a term of three years. An Agent may succeed himself in such capacity without the lapse of any time between his various terms of office.

V ANNUAL MEETINGS

The Agents shall call an annual meeting of the lot owners in April of each year, on such date and at such place in the City or County of St. Louis, Missouri, as now or hereafter constituted, as the Agents may determine, said meetings, however, to be convened at an hour designated by the Agents between 9:00 A.M. and 9:00 P.M. of the day designated for said meeting. Notice of the time, place, and purpose of said meeting shall be sent by regular United States mail to the registered owner or owners of each lot in Claverach Park, at his, her or their registered address, at least ten days before the time of such meeting. In an emergency to be determined by the Agents, the Agents may call said

annual meeting at a later date than above specified, but no later than the last day of May. At each annual meeting the Agents shall submit a written report for the preceding year, reckoned from January 1 to December 31, both inclusive, of their administration and accounts, and the lot owners shall transact such other business as may be necessary or desirable; provided, however, that such business so transacted shall be limited to the matters set forth in the notice, and such other formal or routine matters as may pertain to the control of the Park, but matters pertaining to the restrictions and covenants running with the land shall not be considered unless so provided in said notice. An Agent shall be elected at each annual meeting for a term of three years to succeed the Agent whose term of office shall expire.

VI SPECIAL MEETINGS

Whenever necessary, the Agents may call special meetings of the lot owners of Claverach Park, to be held at such time and such place in the City or County of St. Louis, as now or hereafter constituted, as the Agents may determine; provided, however, that such meetings shall be convened between the hours of 9:00 A.M. and 9:00 P.M. of the day designated for said meeting. Notice of the date, including hour, place and purpose of said special meeting shall be sent by regular United States mail to each registered lot owner, at his, her or their registered address, at least five days before the time at such meeting. The business to be transacted at such meeting of lot owners shall be limited to the purposes set forth in the notice calling said meeting.

The owners of record of any twenty lots in Claverach Park may petition in writing the Agents to call a special meeting of the lot owners of Claverach Park, as above provided, and upon the refusal, failure or neglect of the Agents to call a special meeting of the lot owners within ten days of the receipt of said written petition, then said lot owners may jointly call such special meeting by mailing a notice thereof to the registered lot owners, in the same manner as above provided for the Agents calling such special meeting.

VII MINUTES

The Agents shall keep minutes of all annual and special meetings of the lot owners, and of all meetings and other proceedings of the Agents, all of which records shall be accessible to the lot owners.

VIII REGISTRATION OF LOT OWNERS

The Agents shall keep a book for the registration at all lot owners. All persons owning a lot or lots in Claverach Park, shall cause their names together with the lot and block

number as set forth in the hereinafter mentioned Plat of Claverach Park (and if residence its street number,) of every lot owned by them, to be enter in said book; and upon any sale or conveyance of any lot, the purchaser or grantee thereof shall notify the Agents thereof, and request said lot to be entered in said book in the name of said purchaser or grantee. All persons owning a lot or lots in Claverach Park, either now or in the future, shall furnish the Agents with their post office address, and the Agents in mailing any notice or communication to any lot owner may address said notice to the address given in said registration book, and any notice mailed to such address shall be deemed due notice. Any lot owner who has not caused his name and address, together with the description of the lot or lots owned by him to be registered with the Agents, shall not be entitled to any notice whatsoever under the terms of these regulations; but his failure to so register shall be treated as a waiver of any such notice so long as such failure may continue.

The list of registered owners shall be accessible to all lot owners.

IX RIGHTS, DUTIES AND POWERS OF AGENTS

(a) The Agents shall repair and maintain the private parks, streets, sidewalks, easements and entrance gates in a suitable and fit manner, and shall plant trees, grass and shrubs, and provide other ornamentations, and shall give the same the necessary care and attention that may be proper. The Agents shall keep the parks, easements, sidewalks and streets in good order and condition and free from obstructions which would interfere with the proper use thereof: provided, however, that the Agents shall have no power or authority to permanently close or abolish any entrance gates, or change any street, unless at a special or regular meeting of the lot owners, notice of which meeting shall include the proposed changes in the entrance gates or streets, and the majority of the lot owners present at such meeting authorize and direct such change.

(b) The Agents shall, if necessary, construct, reconstruct, maintain and repair the system for street lighting at night throughout the Park, and shall cause light to be furnished, including the cost of current and expense of maintaining the operation of the lighting equipment provided, however, that there shall be no special assessment for the construction or reconstruction of the lighting system without the approval of the lot owners in the manner herein provided for approving the construction or reconstruction of streets.

(c) The Agents shall, if necessary, maintain in good order and condition all of the water, gas and sewer systems in said Claverach Park, except private connections thereto, and shall pay the cost and expense of such maintenance. The Agents shall have power and authority to enter any lot or lots in said Park to make repairs to said water, gas or sewer systems.

(d) The Agents shall have the power to grant to any person or corporation undertaking to furnish electricity, heat, light, water, power, gas, telephone or any convenience or service desirable for a residential district, the right to place at his or its expense, the necessary pipes, wires, conduits, and implements under the streets, sidewalks, parks, and easements, so as to provide said facilities for supplying the lot owners of Claverach Park with such facilities, should they or any of them desire the same. All such pipes, wires, conduits, and other appurtenances in connection therewith, shall at all times be subject to the reasonable control and regulation of the Agents, but nothing herein contained shall be deemed to conflict with, alter or change any contracts now in existence in regard to the use of or concerning Wydown Boulevard.

The Agents shall have power, if necessary, to install conduits, or underground pipes in said Claverach Park to convey telephone, telegraph, and electric wires, heating or cooling systems, or any convenience and service desirable for a residential district, and to pay therefor out of current funds, if available, but if not available, then to be paid for by assessments authorized by a meeting of lot owners duly called for that purpose as herein provided for the construction or reconstruction of streets, private Parks, sidewalks, lighting system, conduit system or any service purpose herein provided.

The Agents shall in connection with any of said matters or the repair thereof, have the right to enter any lot or lots in said Park.

(e) Whenever the cost and expense of reconstructing or improving Wydown Boulevard and/or Clayton Road is assessed against the property or lots in said tract fronting or abutting on either of said streets, then the Agents shall pay such assessment promptly, if the funds are available, provided that current expenses for the entire year are first met or provided for; but in any event, the Agents shall within thirty days after an assessment is levied by the State, County or City or any political subdivision of the State for the reconstruction or improvement of said streets, make an assessment to cover the cost and expense of such reconstruction or improvement against all the lot owners in Claverach Park in proportion to the number of front feet of their respective lots, in the manner hereinafter provided for the levying of assessments for the construction or reconstruction of streets, and the said assessment shall become a lien upon any lot or portion of ground to which it refers, and all provisions herein in reference to the collection and enforcement of the assessments shall apply with equal force to the assessments made hereunder.

(f) The Agents shall pay and discharge all taxes and assessments, general and special, which may be assessed or imposed by law upon the private parks, easements, streets and sidewalks in Claverach Park.

(g) The Agents shall protect and preserve said Claverach Park, and each lot owner or occupant thereof, from encroachment, trespass, nuisance and injury, so as to maintain

the same high class and desirable private residential district for residences for one family only.

(h) The Agents shall cause the street entrances and gates in Claverach Park to be closed and substantially barred to vehicular traffic as follows: From the 1st to the 15th of July of each year, both inclusive, the south or Clayton Road entrance to Ridgemoor or Broadview drives; the north or Wydown entrance to Crestwood Drive. From the 16th to the 31st of July of each year, both inclusive, the north or Wydown entrance to Ridgemoor Drive, the north or Wydown entrance to Hillvale Drive, the south or Clayton Road entrance to Crestwood Drive. From the 1st to the 15th of August of each year, both inclusive, the west entrance to Moorlands Drive: provided, however, that the Agents shall have the right, power and authority at any time to temporarily close any street entrances and gates in Claverach Park as emergency may render the same expedient or desirable, always preserving however, right of ingress and egress.

(i) Any lot owner desiring to construct or reconstruct any residence on any lot in Claverach Park, or alter or improve any residence or building appurtenant thereto already constructed, shall, before commencing same, submit the plans and specifications therefor to the Agents, and the Agents shall examine, pass upon, approve or reject all of said plans and specifications so submitted to them within ten days from the receipt thereof. In the case of new residences, the Agents shall not approve any plan unless it provides that the exterior walls thereof shall be of brick, stone, concret [sic] or other fireproof material; a garage attached to any said residence may have walls of like material to said main building. 5, 6 Likewise in the case of new residences the Agents shall not approve any plans unless the main portion of said building shall be not less than two nor more than three stories in height, exclusive of the basement, nor unless plans provide for the erection of a building the structural cost of which shall not be less than twelve thousand dollars (\$12,000) if the erection is proposed on a lot having a frontage of 65 feet; nor less than fifteen thousand dollars (\$15,000) if the erection is proposed upon a lot having a frontage of more than 65 feet but not to exceed 75 feet; nor less than seventeen thousand, five hundred dollars (\$17,500) if erection is proposed upon a lot having a frontage of more than 75 feet. The cost of such building. may be determined by the Agents from the plans and specifications submitted to them and by such other investigation as they may desire to make. The Agents shall have the right, power and authority to stop and prevent the construction or reconstruction of any residence in Claverach Park, if the plans and specifications have not been first submitted to the Agents and approved by them, or if they have been rejected by them, or if any of said plans and specifications are not adhered to in said construction or reconstruction.

(j) The Agents shall stop or prevent the burning or combustion in any residence, now or hereafter erected in Claverach Park, of any fuel which is not in fact smokeless, and the Agents shall stop and prevent the use and operation of any boiler or heating equipment, incinerator, kerationator or other waste or garbage disposal unit, whether within or without the residence, which does not in fact prevent smoke, soot, smudge, gases, and

objectionable odors. The Agents shall, at least ten days before taking action, send notice demanding cessation thereof, by regular United States mail addressed to the chief occupant or head of the family of the residence at which such violations occur.

(k) The Agents shall have the right, power and authority to do and undertake any and all acts, irrespective of whether specifically mentioned herein or not, to maintain, keep and preserve Claverach Park as a high class and desirable residential subdivision of the class, standard and character which it enjoys, and to protect, preserve and guard the health and well-being of all residents of Claverach Park.

(l) The Agents shall have the right, power and authority from time to time, as occasion may arise, to employ such sub agents, servants, laborers, gardeners, care-takers, watchmen, attorneys and other employees as may be reasonable necessary to the performance of their duties and the enforcement and execution of the provisions hereof, and as may be reasonably necessary for the protection of said Agents and the execution and enforcement of their rights, duties, powers, and authority hereunder; and the Agents shall have the right to pay such person or persons reasonable remuneration and compensation from the funds in their hands as agents.

(m) The Agents shall have the right, power and authority to borrow such sums of money as they deem proper and necessary for the performance and execution of the rights, duties and powers herein imposed upon them, not to exceed the amount estimated to be due from one year's regular assessment; and the Agents shall have the right, power and authority to assign as collateral security for any such loan the assessments that may be made by them during the next ensuing year.

(n) The Agents shall have the right power and authority to obtain such liability and other insurance as the Agents deem necessary and proper for the protection of the lot owners and/or the Agents in the performance of their duties.

(o) The Agents shall choose a Chairman, Secretary, and Treasurer from their own number. The office of Secretary and Treasurer may be filled by the same person. The Treasurer shall have custody of the funds and securities of the Agents and shall give a bond to his co agents with one or more sureties satisfactory to such Agents, properly conditioned for faithful accounting, in a sum to be determined by the Agents but in no event to be less than \$5,000.00, the premium of which shall be paid out of funds in the possession of the Agents. The Agents shall adopt such rules and regulations for the conduct of their business as they deem proper and necessary, so far as same shall not be inconsistent with the provisions hereof.

(p) The Agents shall prepare from time to time copies of these Rules and Regulations governing Claverach Park setting forth all amendments and modifications thereof. The Agents shall distribute same to lot owners as desired or requested.

(q) The Agents shall have the right and authority to purchase lots Forty one (41) and Forty two (42) of Block Ten (10) and add the same to the park adjacent thereto, all as shown in the plat of Claverach Park herein referred to, for the purpose of making the same a part of said park, provided that said lots can be purchased at a reasonable price and on suitable terms, to be paid for out of current funds if same are available, after allowing for the payment of current expenses.

(r) Nothing contained in this indenture shall be construed to relieve any public utility or governmental agency from performing its or their duties, rendering its or their services and providing, maintaining and repairing the necessary facilities for supplying same at its or their expense.

X

BUILDING RESTRICTIONS

(a) Building lines are hereby established as shown on the plat of Claverach Park as filed in the office of the Recorder of Deeds of St. Louis County, Missouri, on May 23, 1930 and recorded in Plat Book Number 26, Page 52, which plat is hereby approved, ratified and adopted. No building shall be erected upon, or projected into 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.

(b) 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. Outbuildings and sheds are hereby expressly prohibited, except that a garage may be attached to and appurtenant to the main residence building. 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 porte-cocheres which may extend to the side line of a lot.⁷

(c) The level or grade of any lot shall not be changed without the consent of the Agents except that the grade of any lot may be raised to that of the adjoining lots and street.

(d) 8, 9

XI

REGULAR ASSESSMENTS

To enable the Agents to perform their duties, exercise their rights and powers, administer their agency, and defray the cost, charges, expenses, taxes, assessments, salaries, fees and other disbursements and payments herein mentioned, or incidental to the performance of any duty or execution of any right, power or authority herein mentioned, they shall have the power and authority to make assessments upon and against the several lots in Claverach Park and against the owners thereof, apportioned to and against each as hereinafter stated, not to exceed seventy-five cents (75¢)10 per front foot in any year; but this limitation shall not apply to any assessment levied for the purpose of constructing or reconstructing any street, private park, sidewalk, sewer, street lighting system, conduit systems, or any service purpose herein provided in Claverach Park, or the reconstruction or improvement of Wydown Boulevard and/or Clayton Road.

All such assessments 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 by the plot of said Claverach Park and by the deed or deeds under which title to the property is held, except, however, that the following lots of irregular shapes and sizes shall be rated for the purpose of assessment and for the purpose of voting, wherever a vote is to be cast, by front feet to the number of front feet set opposite said lots, respectively, in the following table:

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 I 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 I of Block 11 97 feet
Lot I of Block 12 165 feet
Lot 20 of Block 10 - 80 feet
Lot 21 of Block 10 - 100 feet
Lot 22 of Block 10 - 100 feet
Lot 23 of Block 10 -- 80 feet

The Agents shall have the right, power and authority to make the assessments aforementioned for the year 1933 and each succeeding year thereafter. The assessment heretofore made by Joseph F. Hickey, Edwin H. Wagner, and Henry Peterson, as trustees or de facto trustees of Claverach Park, is hereby ratified and approved, and the total amount paid by the owner or owners of lots on account of said 1933 assessment, made by said trustees on the 1st day of March, 1933 shall be credited on account of and applied against any assessment made by the agents hereunder for the year 1933 against said owner or owners respectively.

XI(A)¹¹ EXTRA GENERAL ASSESSMENTS

A majority of the lot owners voting on the question at any regular or special meeting of lot owners may authorize the Agents to levy an extra general assessment for the year in which such meeting is held in an amount not exceeding the amount set out in the notice of such meeting, such assessment to be apportioned in the manner herein prescribed for regular assessments.¹²

XII SPECIAL ASSESSMENTS

Whenever it shall be necessary for the purpose of defraying the cost and expense of the construction, reconstruction or improvement of any street, private park, sewer, sidewalk, lighting system, conduit system or any service purpose herein provided, or Wydown Boulevard and Clayton Road, the Agents may levy special assessments subject to the following terms and provisions:

(a) Every assessment for the construction or reconstruction of a sewer shall be apportioned to and against each owner or owners of every lot in Claverach Park, according to the actual area of the lot or parcel of ground owned by him or them.

(b) Every assessment for the construction, reconstruction or improvement of a street, private park, sidewalk, lighting system, conduit system or any service purpose herein provided, Clayton Road and Wydown Boulevard shall be apportioned to and against each lot owner or group of lot owners or every lot in Claverach Park, according to the number of front feet owned by him or them, subject, however, to the provisions for assessments of lots of irregular shapes and sizes as herein provided.

(c) Before any street, private park, sidewalk sewer, lighting system, conduit system or any service purpose herein provided, shall be constructed or reconstructed, the Agents shall call a special meeting of the owners of all the lots in said tract, 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 agents shall deem best), with estimates of the cost of the work. If the question to be considered shall be the construction or reconstruction of a sewer, it shall be the duty of the Agents 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 at such place in the City of County of St. Louis, Missouri, as may be designated by the Agents. Notice of the time, place and purpose of the special meeting shall be sent by regular United States mail to the registered owner or owners of each lot in Claverach Park, at his or their registered address, at least ten days before the date of such meeting. 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 herein provided for assessment of lots of irregular shapes and sizes; or if the construction or 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 shares of the whole, whether of frontage or area.

(d) No special assessment shall be levied for the construction, reconstruction, or improvement of any street, private park, sidewalk, sewer, lighting system, conduit system, or any service purpose herein provided, unless the same is authorized and directed by the owners of a majority of front feet, or a majority of the square foot area, as the case may be, subject to assessment therefor, who are present at such meeting in person or represented by proxy and voting thereat.

XIII

COLLECTION OF ASSESSMENTS AND LIEN THEREFOR

Every assessment, regular or special, authorized hereunder shall become a lien upon any lot or parcel of ground to which it relates, whenever it shall be so declared by the Agents by instrument of 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. All assessments shall bear interest at the rate of eight per cent per annum, beginning thirty days after date of recording thereof as aforementioned. Semiannually the Agents shall have an instrument duly executed, acknowledged and recorded in the said office of the Recorder of Deeds, acknowledging satisfaction of such assessments as have been paid prior to the date thereof. At the request of any lot owner whose assessment has been paid the Agents shall execute and deliver such an instrument acknowledging the satisfaction of the payment of the assessments relating to the lot or lots of such lot owner, as have been paid, and the lot owner may record same at his expense. Whenever any assessment is delinquent for a period of ninety days after the filing and recording thereof as aforementioned, the Agents may take any legal steps for the collection thereof, including the institution and prosecution of suit and the delinquent lot owner shall be liable for reasonable attorney's fees in the collection thereof, which said fee and interest above provided shall constitute a lien on his, her, or their lot.

XIV CHOICE OF SUCCESSOR AGENTS

Should any Agent or Agents hereunder at any time die, resign, become incapacitated, or disqualified from acting, or in any manner become unable or refuse to act, then the surviving Agent or Agents shall have the right, power and authority to choose and appoint a successor or successors, as the case might be, to serve until the next meeting of lot owners, at which time the unexpired term of office of such Agent or Agents shall be filled in like manner as if the term of office of said Agent or Agents had terminated by expiration of time.

In the event that there should occur complete vacancy in the office of all the Agents, then any three or more owners of lots in Claverach Park may call a special meeting for the purpose of electing Successor Agents to fill the unexpired term of office, in the manner heretofore provided for the calling of special meetings by lot owners.

XV RESPONSIBILITY OF AGENTS

Each of the Agents shall be responsible only for his own acts of willful default or malfeasance, and shall not be responsible for any of the acts and deeds of his co agent or co agents.

XVI AUTOMOBILES AND OTHER VEHICLES

(a) No automobile or other vehicle of any kind shall stop, park or rest in or on any of the streets in Claverach Park, except with its right side to the curb line of said street.

(b) No automobile or other vehicle of any kind shall travel or be moved along the streets of the Park at a greater speed than twenty (20) miles per hour.

(c) No automobile or other vehicle of any kind shall be stopped, rested or parked in or on any of the streets in the Park throughout the entire night.

(d) Any automobile or other vehicle of any other kind when on the streets of the Park, whether in operation or at rest during the period of one hour after sunset and one hour before sunrise, and at all times when fog or other atmospheric conditions render the movement of such vehicles dangerous, shall carry at least two white headlights mounted and lighted in front and directed forward, and one red lamp mounted and lighted in the back and directed to the rear: provided, however, such vehicles when at rest and parked at and parallel with the right curb, may display one lighted lamp on the left side thereof, and so constructed and adjusted as to project the light from one white lamp forward and the light from one red lamp to the rear.

(e) No truck, implement of construction, or commercial conveyance, machine, vehicle or any commercial facilities, shall be allowed to be kept stored or maintained on any lot or in any garage or other building on any lot or upon any of the streets of the Park.

XVII SIGNS

The display of a sign advertising any trade, business, occupation or profession on any lot or building in Claverach Park is prohibited, except that rent and sale signs may be displayed, provided said signs do not exceed in size the dimensions of 2 feet by 3 feet.

XVIII ANIMALS

The keeping and maintenance of all wild and domestic animals, fowls and birds, on any lot or residence in Claverach Park is prohibited, with the exception of one dog and one cat to each residence, and canary birds and pet birds of like nature.

XIX RUBBISH AND REFUSE

No lot owner shall cause or permit an accumulation of weeds, underbrush, grass cuttings, rubbish or refuse of any character on any lot or any street in the Park

XX RIGHTS OF LOT OWNERS

Upon the refusal, failure or neglect of the Agents, after twenty days' demand in writing by any one or more lot owners of record, to take action toward the enforcement of the restrictions, conditions, covenants, reservations, rules and regulations, or any of them, and the abatement of nuisances, protection and preservation of the health and well being of the residents of Claverach Park as herein provided, then any one or more lot owners of record is vested with all the rights and powers of said Agents as herein defined to enforce said restrictions, conditions, covenants, reservations, rules and regulations, or any of them, abate nuisances and protect and preserve the health and well being of all the residents of Claverach Park, and to that end may bring and maintain any and all suits that are necessary.

XXI VOTES AND BASIS OF VOTING

In the meetings and proceedings of the Agents, each Agent shall have one vote, and in the event of a disagreement the majority of said Agents shall prevail.

Except as otherwise herein provided, lot owners voting upon any matter shall be entitled to one vote for each lot owned, whether title be held severally or jointly with others, and except as herein otherwise provided or required by law, a majority vote of said lot owners present at a regular or special meeting shall be sufficient for the passage of any motion, adoption of any resolution, or authorization of any act or deed. Any lot owner or owners may be represented and vote at any meeting by proxy.

XXII EXTENDING, AMENDING, REVOKING OR ADOPTING RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, RULES AND REGULATIONS

If, at a meeting of the owners of lots, located in said tract of land (Claverach Park), held after the first day of January, 1982¹³, notice of the time, place and purpose of said meeting to be sent by regular United States mail to each of said lot owners, in writing, at his or their registered address, as herein provided, 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 restrictions, conditions, covenants, reservations, rules and regulations hereinabove expressed and provided for, should be abolished, annulled and cancelled, then upon the recording, in the office of the Recorder of Deeds of St. Louis County, Missouri, of a written instrument executed and acknowledged by the owners of the majority of said lots, reciting the action of said meeting, and evidencing their consent to the determination reached thereat, then such instrument shall be valid and have the force and effect to abolish, cancel and annul all or any of said restrictions, conditions, covenants, reservations, rules and regulations 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 (4/5) of all the lots in said tract of land shall determine, by vote or ballot, that all or any of the restrictions, conditions, covenants, reservations, rules and regulations provided in this indenture, should be annulled, cancelled, or in any way modified, amended or new provisions added thereto, then upon the recording in the office of the Recorder of Deeds of St. Louis County, Missouri, of a written instrument executed and acknowledged by the owners of at least four fifths (4/5) of said lots, reciting the action of said meeting, and expressing their consent thereto, then such instrument shall be valid and have the force and effect to annul, cancel, modify, amend or add to, any or all of said restrictions, conditions, covenants, reservations, rules and regulations, from and after the date of the recording thereof.

The meeting provided for in the preceding paragraphs may be waived by the lot owners, and the said instrument may be executed and acknowledged by the owners of at least four fifths of all of said lots, without the necessity of calling said meeting as herein-above provided.

XXIII

SEVERABLE NATURE OF PROVISIONS

The terms, conditions and restrictions hereof and herein contained shall be considered as, and are hereby declared to be, independent of each other, and in the event any of them shall be held unenforceable or invalid, or shall otherwise fail, the validity or binding effect of the others shall not be thereby in any wise affected.

XXIV

EFFECTIVE DATE OF RULES AND REGULATIONS

The foregoing restrictions, conditions, covenants, reservations, rules and regulations shall be and become effective upon the adoption thereof or assent thereto by the owners of the majority of the lots in Claverach Park, as evidenced by their signatures hereto attached.

Further and additional signatures of lot owners may be appended thereto from time to time, after the adoption and signature by a majority of lot owners, with like purpose and effect as if signed originally.

This indenture is executed in sextuplet, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the day and year opposite their respective names.

FOOTNOTES

4 The following phrase was amended by the Second Amendment, Amendment “A”, executed and notarized between March 19, 1958 and November 4, 1958, and recorded in Book 3999, Page 493 in the Office of the Recorder of Deeds of St. Louis County, Missouri on November 25, 1958:

“April 1 to March 31”

5 The following words shown in parentheses and italics pertaining to wall thickness were deleted by Abolition, Annulment and Cancellation (Regarding Wall Thickness), dated as of May 31, 1998, and recorded in Book 11684, Pages 1361-1435 in the Office of the Recorder of Deeds of St. Louis County, Missouri on July 17, 1998:

“In the case of new residences, the Agents shall not approve any plan unless it provides that the exterior walls thereof shall be of brick, stone, concret [sic] or other fireproof material (of thickness of not less than 13 inches, except that) a garage attached to any said residence may have walls (of a thickness of not less than 9 inches) of like material to said main building (if said garage is not more than one story in height.)”

6 The following sentence was deleted by Abolition, Annulment and Cancellation (Regarding Roof Materials), dated as of May 31, 1998, and recorded in Book 11684, Pages 1580-1644 in the Office of the Recorder of Deeds of St. Louis County, Missouri on July 17, 1998:

“The roof of any building must be of slate, tile, or other fireproof material satisfactory to the Agents.”

7 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 fence or hedge 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.”

8 The entire text of Section X(d), quoted below, 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:

“No person not wholly of Caucasian blood shall acquire any estate or interest of any kind whatsoever 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 of said lots.”

9 The entirety of Section X(d), quoted in footnote 8, was also formally deleted from this Indenture 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.

10 The following phrase was amended by the Second Amendment, Amendment “B”, executed and notarized between March 19, 1958 and November 4, 1958, and recorded in Book 3999, Page 493 in the Office of the Recorder of Deeds of St. Louis County, Missouri on November 25, 1958:

“fifty cents (50)”

11 The entirety of Section XI(A) was initially added by the First Amendment, dated February 8, 1949, and recorded as daily numbers 3-37 in the Office of the Recorder of Deeds of St. Louis County, Missouri on February 21, 1949, reading as follows:

“XI (A)
EXTRA GENERAL ASSESSMENTS

When, in the opinion of the Agents, the regular assessment or assessments upon and against the several lots in Claverach Park and against the registered owners thereof, shall in any year be insufficient to accomplish the purposes of their agency for which regular assessments may be expended under Paragraph XI, the Agents shall have the power and authority to call a special meeting of the registered lot owners of Claverach Park for the purpose of authorizing and directing the Agents to make an extra general Assessment or assessments, for the year in which such special meeting is called, upon and against the several lots in Claverach Park and against the registered owners thereof, which extra general assessment or assessments shall not in any one year exceed the total sum of twenty-five cents (25) per front foot. Notice of such special meeting shall be given by the Agents to the registered lot owners in accordance with the provision contained in paragraph XII, subparagraph (C).

In lieu of a special meeting of registered lot owners called by the Agents as provided in the preceding paragraph, the registered lot owners may, at any duly-called regular or special meeting, annual or otherwise, authorize and direct the Agents to make an extra general assessment or assessments for the year in which such meeting is held, which extra general assessment or assessments shall not in any one year exceed the total sum of twenty-five cents (25) per front foot, provided that notice of said meeting be given to

said lot owners as hereinabove required stating that the purpose or one of the purposes of such meeting is to authorize and direct the Agents to make an extra general assessment or assessments.

Nothing herein contained shall be deemed to limit the making of Regular or Special assessments, or limiting the amounts thereof, pursuant to appropriate provisions of the Indenture.

At any such meeting, whether regular or special, each registered lot owner shall have the right to cast, in person or by proxy, a number of votes equal to the number of front feet owned by him except that registered owners of lots of irregular shapes and sizes, shall have the right to cast a number of votes equal to the number of front feet owned by him as determined by the table in paragraph XI. If any lot or parcel of ground is owned by more than one person, then each registered owner shall have the right to cast a number of votes equal to his aliquot share of the whole. Extra general assessment or assessments shall be made by the Agents when such assessment or assessments are authorized and directed by the owners of a majority of front feet who cast votes in person or by proxy at such meeting.

The meetings provided for in the preceding paragraphs may be waived by the registered lot owners and the Agents may be authorized and directed to make such extra general assessment or assessments by the execution and acknowledgement, by the registered owners of lots containing a majority of the front feet in Claverach Park for voting purposes, of a written instrument or instruments stating the objects and purposes thereof.

All extra general assessments shall be apportioned to and against each registered owner or group of registered joint owners of the several lots in Claverach Park as provided in paragraph XI relating to regular assessments.

The Agents are hereby given the right, power, and authority to make an extra general assessment of twenty-five cents (25) per front foot for the year 1948 against the several lots in Claverach Park and against the registered owners thereof without further action by or on behalf of the registered lot owners.”

12 The entirety of Section XI(A) as set forth in footnote 11 was amended by Third Amendment executed and notarized between August 15, 1966 and October 10, 1967, and recorded in Book 6295, Page 1737 in the Office of the Recorder of Deeds of St. Louis County, Missouri on November 30, 1967, so that Section XI(A) now reads as set forth in the text above.

13 The following phrase was amended by the Second Amendment, Amendment “C”, executed and notarized between March 19, 1958 and November 4, 1958, and recorded in

Book 3999, Page 493 in the Office of the Recorder of Deeds of St. Louis County,
Missouri on November 25, 1958:

“1962”