

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AND

INDENTURE OF TRUST FOR QUAETHAM FARM ESTATES

THIS DECLARATION, MADE this 15th day of November, 1986, by C & V PARTNERSHIP, hereinafter referred to as "Developer"; and the undersigned Trustees.

WITNESSETH THAT

WHEREAS, the County of St. Louis, Missouri has approved the development plan for Quaetham Farm Estates and outboundaries of which are described on record plat previous to this document, so that plat of said tract may now be recorded; and

WHEREAS, Developer has recorded the plat of Quaetham Farm Estates on the 17TH day of NOVEMBER, 1986, as Daily No. 458, in the St. Louis County Recorder's Office.

WHEREAS, common elements has been reserved in Quaetham Farm Estates and there may be designated, established and recited on the recorded plat of Quaetham Farm Estates. The road, common elements and easements which are for the exclusive use and benefit of the residents of Quaetham Farm Estates except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of... constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, street lighting, parks and other facilities and public utilities for the use and benefit of the residents of Quaetham Farm Estates 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 sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of said land, including all common elements and mutually to benefit, guard and restrict future residents of Quaetham Farm Estates and to foster their health, welfare and safety; and,

WHEREAS all reservations, limitations, conditions, easements and covenants herein contained, all of which are sometimes hereafter termed "restrictions", are jointly or severally, for the benefit of all persons who may purchase, hold or reside upon, any of the lots covered by this instrument.

STAFF OF MISSOURI
THE OFFICE OF ST. LOUIS
FILED FOR RECORD

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ST. LOUIS COUNTY, MO.

NOW, THEREFORE, Developer hereby declares that all the properties included in the plat of Quaethem Farm Estates shall be held, sold and conveyed subject to following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE

Definitions

SECTION 1. "Trustees" shall refer to the Trustees hereinafter named and their successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Quaethem Farm Estates" shall mean and refer to that certain real property within the tract described as Exhibit A and subdivided as Quaethem Farm Estates as herein referred to.

SECTION 4. "Common elements" shall mean all property and improvements to be maintained by the Trustees for the common use and enjoyment of the owners.

SECTION 5. "Lot" shall mean and refer to any plat of land shown upon the recorded subdivision plat of Quaethem Farm Estates, unless otherwise designated, with the exception of the common elements, each such lot in plat of Quaethem Farm Estates to be developed with one (1) residential unit together with appurtenances thereto.

SECTION 6. "Developer" shall mean and refer to C & V PARTNERSHIP its successors and assigns.

ARTICLE II

Designation and Selection of Trustees and Meetings of Lot Owners

The Trustees shall be Thomas J. Costen, Christopher J. Costen and Douglas N. Hofstein, designated herein as Trustees, who, by their signatures to this instrument, do hereby consent to serve in such capacity, and who shall serve for terms of 3, 4, and 5 years respectively, as provided in the following paragraph. Whenever any Trustee resigns, refuses to act, or dies, the remaining Trustees or Trustee shall have the power to appoint a successor or successors for the unexpired portions of their terms by duly written recorded instrument. Any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustees or Trustee. Any successor so appointed must, however, be a lot owner in the plat of Quaethem Farm Estates, or office or agent of any corporate owner, and if such lot owner sells his or her lot, then his or her successor shall be appointed in the same manner by the remaining Trustees or Trustee.

At such time as Fifty percent (50%) of the lots have been sold in the development of the plat of Quaethem Farm Estates,

Developer shall cause the resignation of one of the original Trustees and new Trustee shall be elected from among the purchasers of the developed lots to serve for a term of three (3) years. At such time as Ninety - five percent (95%) of the lots have been sold in the development of the plat of Quaethem Farm Estates, Developer shall cause the resignation of a second original Trustee and a new Trustee shall be elected from among the purchasers of the developed lots to serve for a term of three (3) years. At such time as one hundred (100%) of the lots have been sold, Developer shall cause the resignation of the remaining initial Trustee and a new Trustee shall be chosen by purchasers of the developed lots.

The first three appointments made after the expiration of the three-year period from the date of this instrument shall be for a tenure of one, two or three years respectively in order to obtain continuity of trusteeship. Thereafter, all appointments shall be made for a tenure of three years each. If all of the Trustees, whether herein named or hereafter appointed, resign, refuse to act, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to the plat of Quaethem Farm Estates, shall be called upon notice signed by at least three such lot owners, sent by mail to or personally served upon, all of such record 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 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 lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him or her. 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 plat of Quaethem Farm Estates 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 trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the County Council may, upon the 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 services by the order or appointment, which fee shall be levied as a special assessment against the property in the subdivision, and which shall not be subject to any limitation on special assessments contained in the trust indenture or elsewhere.

ARTICLE III

Property Rights

SECTION 1. Owner's Easements of Enjoyments: Every owner of a lot in the plat of Quaethem Farm Estates shall have a right and easement of enjoyment in and to the common elements which shall be appurtenant to and shall pass with the title to every lot.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments: The Developer, for each lot owned within the properties, hereby covenants, except for special provisions hereinafter contained with respect to exempt lots, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Trustees:

(1) Annual assessments or charges; and, (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof hereinafter provided, shall be a charge on the land and cost of collection thereof hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

SECTION 2. Purpose of Assessments: The assessments levied by the Trustees shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the plat of Quaethem Farm Estates and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common elements and of the dwellings situated in the plat of Quaethem Farm Estates including, but not limited to, the payment of taxes and insurance on the common elements and facilities thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. Annual Assessments: The Trustees of Quoethem farm Estates shall establish the annual assessment, after considering current maintenance and other expenses and future needs of the plat of Quaethem Farm Estates on a calendar year basis; PROVIDED that the annual assessment shall not be more than three hundred (\$300) dollars, so long as Developer retains more than ninety percent (90%), of the voting rights.

SECTION 4. Special Assessments for Capital Improvements, Roads and Stormwater Control: In addition to the annual assessments authorized by Section 3 thereof, the Trustees may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the completion of any construction or new construction, unexpected repair or replacement of a capital improvement, road or stormwater easements upon the common elements of Quaethem Farm Estates including the necessary fixtures and personal property related thereto, PROVIDED, that any such assessment shall have the assent of one-half (1/2) of all owners, voting in person or by proxy, at a meeting duly called for this purpose, with written notice setting forth the purpose, time and place of the meeting to be given to all owners at least thirty (30) days in advance. The special assessments for stormwater control shall cease once the Metropolitan Sewer District accepts such stormwater control easements.

SECTION 5. Date of Commencement of Annual Assessments: Due Date: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Trustees to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall be come due and payable in a single installment to be paid in advance as the Trustees designate, unless the Trustees designate another form of periodic payment. The assessments for any year, after the first year, shall become due and payable in a single installment to be paid in advance on or before the first day of January of said year, unless the Trustees designate another form of periodic payment.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any lot which is hereafter added to the lots then subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 6. Duties of Trustees: Except as specifically otherwise herein provided, any action authorized by the Trustees under this Article may be taken by Trustees without vote of the members. The Trustees shall fix the date of commencement, and the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the

Trustees and shall be open to inspection by owners. The Trustees may, in their discretion, designate a form of periodic payments other than that above provided. The Trustees may also, in their discretion, designate and retain a collecting agency or agencies for the Trustees to whom assessment payments shall be made.

Written notice of each assessment shall thereupon be sent to every owner subject thereto.

SECTION 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The lien; and Remedies of Trustees: If an assessment is not paid on the date when due (being the dates established pursuant to Section 5 hereof); then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the assessed lot which shall bind such lot in the hands of the then owner, his or her heirs, devisee, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the rate of fifteen percent (15%) per annum, and the Trustees, or their collection agent designated by the Trustees, may bring any action at law or equity against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing of the petition in such action and in the event a judgement is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action. In addition thereto, the Trustees may deny to the owner the use and enjoyment of any of the common elements and facilities thereon, except ingress and egress to and from the owner's lot, until the delinquent assessment is paid along with any interest, costs and other sums, set forth above which the Trustees are entitled to receive. If the collecting agent designated by the Trustees is the Mortgagee (or its servicing agent) of such lot subject to delinquent assessment, said mortgage may be declared in default in the event such assessment shall become delinquent and is not paid within thirty (30) days after the delinquency date, it being understood and agreed that the nonpayment of such assessment materially affects and jeopardizes the value and security of such mortgage.

The recording of this Declaration shall be notice of the lien for unpaid assessments hereunder, but the Trustees may cause a specific notice of any delinquent assessment to be recorded if they deem such advantageous for the collection thereof.

SECTION 8. Subordination of the Lien to Mortgages: The Lien of any assessments provided for herein levied subsequent to any mortgage shall be subordinate to the lien of such mortgage (which term also includes a deed of trust), PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of any such lot by a Trustee under a deed of trust pursuant to a decree of foreclosure of any such mortgage or prior to a deed of conveyance of such lot given by the mortgagor in lieu of foreclosure. Such sale, or deed of conveyance, in lieu of foreclosure shall not relieve such lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment, nor from the lien of any such assessment becoming due before the granting of such mortgage.

SECTION 9. Exempt Lots: In order that those lots upon which dwellings are constructed and occupied may with reasonable promptness receive the benefits of maintenance by the Trustees for the enjoyment of the residents therein, and also be subject to assessments therefore, and so as not to discourage the Developer from voting for such assessments at such times as the Developer may still own a substantial number of lots in the plat of Quæthem Farm Estates upon which there may be no construction at all or where there may be construction in progress with no occupants residing thereon, and the assessments for which would impose a burden on the Developer without the Developer requiring, desiring, or receiving the benefits of such maintenance items upon such lots, such as landscaping, snow removal and trash pickup for such lots, as well as other items, and the number of which lots with incomplete or no construction thereon may be altered from time to time, it is therefore expressly provided that each of the lots in the plat of Quæthem Farm Estates prior to the time a dwelling is constructed thereon and conveyed by the Developer or occupied for residency purposes, shall be exempt from 50% of the assessments, charges and liens created herein for any amounts, anything in these covenants and restrictions to the contrary notwithstanding.

It is understood that upon the conveyance by Developer of a lot following completion of the dwelling on a lot owned by Developer which was theretofore entitled to the above exemptions, such lot shall have no further exemption and shall be subject to the full amount of the assessments as elsewhere set forth in this Article IV.

ARTICLE V

Powers and Duties of the Trustees

The Trustees shall have the following rights, powers, duties and obligations:

1. To acquire and hold the common elements hereinabove described, which said common elements is set forth and shown on the plat of Quæthem Farm Estates and contained herein and in accordance with and subject to the provisions of this instrument, and to deal with any common elements so acquired under the provisions hereinafter set forth.

2. To exercise control over the easements, streets and roads (except for those easements, streets and roads which may hereafter be dedicated to public bodies or agencies), entrances, lights, areas within cul-de-sacs, islands, and entrance markers; creeks, storm water detention basins, storm water control swales and sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the plat of Quaethem Farm Estates 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 other, including the right (to itself and others to whom it may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, street lights, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plats, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the plat of Quaethem Farm Estates.

3. To maintain and provide any necessary repair or improvements for the purpose of maintaining the storm water drainage, swales for storm water drainage, elements, and the common elements improvements, including Quaethem Drive, Caulks Creek, entrance sign & Landscaping as may be required by the Metropolitan Sewer District and/or the County of St. Louis.

4. To exercise control over the common elements shown on the plat of Quaethem Farm Estates to pay real estate taxes and assessments on said elements out of the general assessment herein provided as necessary to maintain and improve same with shrubbery, vegetation, decoration, buildings, other structures and recreational facilities of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, morale, recreation, entertainment, education and for the general use of the owner of lots in the plat of Quaethem Farm Estates all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common elements, all for the benefit and use of the owners of the lots in the plat of Quaethem Farm Estates.

5. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as thereafter during the time fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute 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 elements, roads or easements.

6. To establish rules for the use of the common elements. Such regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for guests.

7. To purchase and maintain in force liability insurance, protecting the Trustees and lot owners from any and all claims for personal injuries and property damage arising from use of common elements and facilities and to purchase and maintain in force fire and other casualty insurance and any other insurance deemed necessary or appropriate to protect against damage to the common elements and improvements thereto.
8. To provide and maintain street lights, including cost of utility service therefore.
9. To provide water service as required for the common elements and to include the costs thereof any assessments herein provided.
10. To provide by annual assessments sufficient sums in reserve accounts to pay the cost of major maintenance and repairs so that such major maintenance and repairs can be undertaken without any special increase in annual assessments when possible.
11. May provide for security service for the property included within the plat of Quathem Farm Estates including individual lots and improvements thereto, and common elements, the exact nature and scope of such service and the time of commencement thereof to be determined by the Trustees.
12. Notwithstanding any other conditions 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, roadways and easements.
13. In exercising the rights, powers and privileges granted to them and in discharging their duties imposed upon them by the provisions of this instrument, from time to time enter into contracts, including contracts or agreements with the Trustees or property owners association of other subdivisions, for undertakings beneficial to the area, employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against the Trustees arising out of the exercise of their duty.
14. If at any time a lot owner fails to maintain his property in accordance with Article VI, Section 3, the Trustees shall have the power to cause the grass to be mowed, and the charges for such action be made an additional lien on the property in accordance with Article IV.
15. Any action authorized by the Trustees hereunder may be undertaken by Trustees' agents as authorized and directed by the Trustees, except those matters specifically calling for vote of the owners.

At such time (fifty (50) years after the date of any warranty deed by which the Trustees acquire any common elements), as the then lot owners of the plat of Quaethem Farm Estates become owners of part or all of the common elements theretofore conveyed to and held by the Trustees, the Trustees shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to such common elements as hereinbefore set forth, and particularly the Trustees shall continue to collect for and make payment of the real estate taxes which may be levied on the common elements by the County of St. Louis and/or by any other governmental body or agency.

15. The Trustees are authorized to act through a representative, PROVIDED, HOWEVER, that all acts of the Trustees shall be agreed upon by at least two (2) of said Trustees; PROVIDED, FURTHER, that a Trustee shall only be responsible for his wrongful acts and shall not be responsible for wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. Neither the Trustees or seccessor Trustees shall be entitledd to any compensation for services performed pursuant to this covenant.

ARTICLE VI

Restrictions

The use of lots and common elements is resricted as follows:

SECTION 1. Use of Lots: No structure shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height and shall be used solely for that purpose and uses accessory thereto. The ground floor area of any main structure to be constructed, exclusive of basement, garage or porches, shall be not less than 2,800 square feet of actual living area for one-story ranch house, with a minimum of 400 square feet of actual living area on the lower level, nor less than 3,200 square feet of actual living area for a dwelling of more than one-story. All structures so erected must contain only cedar, brick or stone exteriors, and no vinyl, metal or masonite siding may be placed upon the exterior of any dwelling without specific approval from the Trustees as herein provided.

SECTION 2. Obstructions: No lot owner shall place or cause any obstruction on any portions of the common elements nor any storage in the common elements. No clothes, laundry, bicycles or other articles shall be hung, exposed or stored in any portion of the exterior or yard area of any lot or on or about the exteriors of any buildings, or in the common elements. No trucks, boats, or trailers, shall be stored or parked about the exterior of any building or on any common elements, except at the express permission or approval by the majority of the Trustees.

SECTION 3. Maintenance of Dwellings: Each owner shall maintain and keep his or her lot and the building and improvements thereon in good order and repair, including the maintenance of grass at no more than six inches (6") in height, except for such repair and maintenance as shall be assigned to the Trustees herein, and shall do nothing which will increase the rate of insurance on the building on his or her lot or any other building in the plat of Quaethem Farm Estates or which would be in violation of law.

SECTION 4. Awnings, Antennas, etc.: No awning, canopy, birdhouse, shutter or radio or television antenna shall be affixed to or placed upon exterior wall or roof of any building on any lot without prior written consent of the Trustees, it being understood that such permission shall not normally be granted unless the specific lot location or item requested will result in no possible adverse effect to other lot owners.

SECTION 5. Animals: No livestock or poultry of any kind shall be raised, bred or kept on any lot, EXCEPT THAT dogs, cats, and a maximum of one (1) horse may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

SECTION 6. Nuisances: No noxious or offensive activity shall be carried on in any, lot or dwelling or on the common elements nor shall anything be done which will become an annoyance or a nuisance to the other owners or occupants.

SECTION 7 Signs and Commercial Activities: No sign, including "For Rent" or "For Sale" signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed or permitted to remain on any lot, nor shall any lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the plat of Quaethem Farm Estates. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the plat of Quaethem Farm Estates except activities intended primarily to serve residents thereof. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer during the construction and sales period or by the Trustees in furtherance of the powers and purposes set forth herein.

SECTION 8. Storage: All equipment, garbage cans and woodpiles shall be kept or stored in courtyards or garages so as to conceal them from view of neighboring dwellings. No bicycles, toys or similar objects shall be stored or regularly be permitted to be left outside so as to be visible from the front street.

SECTION 9. Lot Lines: No dwelling shall be erected on any lot near the front lot line, or side lot line if the lot is a corner lot, then the building line shown on the recorded plot, nor nearer than twenty-five (25) feet to any other side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, except, that no portion of any building including its eaves, steps or porches shall encroach on any adjoining lot.

SECTION 10. No Temporary Structures or Residences: No trailer, tent, shack, barn, or other outbuildings shall be permitted on any lot, nor shall any basement or garage in the subdivision be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

SECTION 11. No Dumping: No lot or parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition

SECTION 12. Easements: Easements, for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements. The easement area of each lot or parcel and all improvements in it shall be maintained continuously by the owner of the lot or parcel except for those improvements for which a public authority or utility company is responsible.

SECTION 13. Fences: No chain-link or stockade fences are permitted on any lot. Other types of fencing cannot be constructed or maintained without first obtaining approval as provided in Article VII hereof.

SECTION 14. Streets: No above grade structures other than required street lights, may be erected within cul-de-sacs, divided street entry islands or median strips, without written approval of the County of St. Louis.

SECTION 15. Variances. The Trustees may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other lots.

ARTICLE VII

Architectural Control

SECTION 1. Building and other Structures: No building, fence, wall or other structure shall be commenced, erected or maintained upon the plat of Quaethem Farm Estates, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees, or by an architectural committee composed of three or more representatives

appointed by the Trustees. In the event said Trustees, or their designated committee fail to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 2. Landscaping: The landscaping of each lot shall be at the cost of the individual lot owner. Such landscaping shall be installed in accordance with a landscaping plan provided by the lot owner at his or her own expense. The landscaping plan for each lot shall be subject to approval by the Trustees, or their architectural committee, which shall give due consideration to harmony with any possible adverse effect on adjacent properties and the entire subdivision.

ARTICLE VIII

General Provisions

SECTION 1. Enforcement: The Trustees, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Trustees or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3. Time Limit: The covenants and restrictions of this Declaration shall run with the land and bind the land, for a term of twenty (20) years from the date this Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years.

For a period of five (5) years from the date hereof, the Trustees may amend, modify and change this Indenture by recording with the Recorder of Deeds of St. Louis County, Missouri, such amendment, modification or change, which document shall make specific reference to this Indenture, provided such amendment, modification or change is approved by the Planning Director of St. Louis County, Missouri. After Developer no longer owns any lots in the plat of Quakethem Farm Estates, this Declaration may be amended by an instrument signed by not less than Seventy five percent (75%) of the lot owners. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of common elements, or to eliminate the requirement that there be Trustees unless some persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

SECTION 4. Reservation of Expenditures: The Developer reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sum previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision.

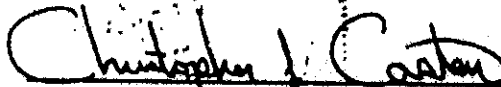
IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal his 15th day of November, 1986.

C & V PARTNERSHIP

BY: 


Thomas J. Casten, Partner

ATTEST:


Christopher J. Casten, Partner


Thomas J. Casten, Trustee


Christopher J. Casten, Trustee


Douglas N. Hofstein, Trustee

STATE OF MISSOURI
COUNTY OF ST LOUIS

SS

On this 15th day of November, 1986, before me appeared THOMAS J. CASTEN, CHRISTOPHER J. CASTEN and DOUGLAS N. HOFSTEIN, 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.


Notary Public

Sheldon Glass

My term expires

7/2/89

BOOK 8015 PAGE 1662

END OF DOCUMENT