

65T/W7627

BOOK 0670 PAGE 207

AMENDMENT TO THE RESTRICTION AGREEMENT FOR RIDGEFIELD HILLS

In accordance with MISCELLANEOUS, item 2, AMENDMENTS, of the Restriction Agreement for Ridgefield Hills, Recorded in Book 0579, Pages 172-182 of the Warren County Records, the Trustees hereby add the following two (2) items to the Protective Covenants of the Restriction Agreement:

15. BARNs AND OUTBUILDINGS. All barns and outbuildings must be approved by the Trustees prior to construction. All such buildings must be located at least 100 feet from the nearest property line and located at or in the tree line, as approved by the Trustees.

16. ANIMALS. No hogs shall be allowed on any lot at any time. A reasonable number of animals and pets shall be allowed. The Trustees shall have the sole right to determine what a reasonable number of animals is.

APPROVED this 7th day of July, 1994

John R. McCormack  
John R. McCormack

APPROVED this 11th day of July, 1994

Ed Hoithaus  
Ed Hoithaus

Jill F. VonGruben  
Jill F. VonGruben

TRUSTEES

WD\AMENDRES.RFH

0670-109

ACKNOWLEDGMENT FOR AMENDMENT TO  
RESTRICTION AGREEMENT FOR RIDGEFIELD HILLS

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

On this 11<sup>th</sup> day of July, 1994, personally appeared before me  
Ed Holthaus and Jill P. VonGruben, who, being by me duly sworn,  
did state that they executed the foregoing Amendment to the  
Restriction Agreement for Ridgefield Hills as their free act and  
deed as Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my notarial seal the day and year last above written.

*Roselle L. Luthers*  
\_\_\_\_\_  
Roselle Luthers, Notary Public

My commission expires: 3/4/96



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

On this 11<sup>th</sup> day of July, 1994, personally appeared before me  
John R. McCormack, who, being by me duly sworn, did state that he  
executed the foregoing Amendment to the Restriction Agreement for  
Ridgefield Hills as his free act and deed as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my notarial seal the day and year last above written.

*Rosanne J. Stephens*  
\_\_\_\_\_  
Rosanne J. Stephens, Notary Public

My commission expires:

ROSANNE J. STEPHENS, NOTARY PUBLIC  
STATE OF MISSOURI  
COM. EXPIRES 3/4/96



WD\ACKTRSTE.RPH

A tract of land being part of the South Half of the Northwest Quarter, and part of the North Half of the Southwest Quarter of Section 9, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Iron Pipe in a rock pile at the Northeast Corner of Section 9; thence South 49°-25'-30" West 3624.33 feet to an iron rod on the South right-of-way line of Missouri State Highway "EE" and the place of beginning of the said tract of land; thence leaving the said South right-of-way line, South 18°-13' East 329.18 feet to an iron rod; thence South 12°-38' East 162.18 feet to an iron rod; thence South 11°-03'-30" East 378.44 feet to an iron rod; thence South 20°-02' East 315.06 feet to an iron rod; thence South 78°-13' West 389.60 feet to an iron rod; thence North 59°-21' West 367.46 feet to an iron rod; thence North 75°-24' West 402.25 feet to an iron rod; thence South 84°-30' West 140.77 feet to an iron rod; thence South 80°-47' West 186.23 feet to an iron rod on the East line of Missouri State Highway "EE"; thence along the said East right-of-way line, North 0°-08' East 717.12 feet; thence along a curve to the right, 371.14 feet; said curve having a central angle of 74°-43', and a radius of 284.62 feet; thence North 85°-46'-30" East 44.37 feet; thence North 81°-50' East 44.37 feet; thence along a curve to the right, said curve having a central angle of 10°-11', a radius of 284.62 feet, and a chord of South 82°-08' East 50.53 feet; thence South 77°-03' East 311.91 feet; thence South 84°-01'-30" East 96.69 feet; thence along a curve to the left, said curve having a central angle of 29°-17', a radius of 685.45 feet, and a chord of North 80°-16' East 346.51 feet to the place of beginning and containing 29.28 acres, more or less.



STATE OF MISSOURI  
County of Warren

ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County, certify that the foregoing instrument of writing was on the 19<sup>th</sup> day of September, 1974, at 8 o'clock 30 minutes P.M., duly filed in this office for record; and the same is truly recorded in the records in this office in book 670 on page 109. Witness my hand and official seal this 19<sup>th</sup> day of Sept 1974.

By Carolyn M. Frick  
DEPUTY RECORDER  
CAROLYN M. FRICK  
EX-OFFICIO RECORDER

24-



# **RIDGEFIELD HILLS**

OFFICE OF THE TRUSTEES

## **AMENDMENT TO THE RESTRICTION AGREEMENT FOR RIDGEFIELD HILLS**

In accordance with MISCELLANEOUS, item 2, AMENDMENTS, of the Restriction Agreement for Ridgefield Hills, Recorded in Book 0579, Pages 172 - 182 of the Warren County Records, the Trustees hereby change the following Paragraph to the Protective Covenants of the Restriction Agreement:

**Paragraph 2. HOME QUALITY AND SIZE.** No home that does not meet the minimum size and quality standards established by this agreement shall be erected on any Lot. The minimum sizes for homes shall be as follows: For any home that can be seen from Hwy EE, from any future road installed in the subdivision, or from any Optimum Building Site on a lot, a minimum of 1200 square feet of heated living space, with a minimum of 900 square feet on the main level for 1 1/2 story and 2 story homes. The aforesaid measurements apply to heated, finished living space and do not include garages or finished basement areas completely underground. Carports either attached or detached, will not be allowed on any Lot in the subdivision if they are visible from any future road or Optimum Building Site. Each home must be completed twelve (12) months after construction begins. Any home built on a lot must be approved in advance in writing by a majority of the trustees. No mobile and/or modular homes of any type will be allowed on any lots.

APPROVED this 7 day of March, 1998.

Anne M. Knaus  
Anne Knaus

APPROVED this 7 day of March, 1998.

Don Overton  
Don Overton

APPROVED this 7 day of March, 1998.

Brian J. Mochl  
Brian J. Mochl

TRUSTEES

STATE OF MISSOURI )  
COUNTY OF WARREN )

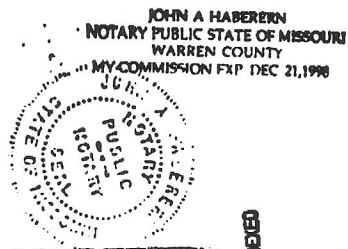
BOOK 8861 PAGE 108

On this 7 day of March, 1998, before me personally appeared Anne Knaus, Brian J. Moehl, and Don Overton 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 as Trustees of Ridgefield Hills Subdivision.

IN WITNESS 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.

[Signature]  
Notary Public

My commission expires: 12-21-98



RECORDED AND INDEXED

1761

STATE OF MISSOURI } ss. In Recorder's Office  
County of Warren }

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 7 day of March 1998 at 10 o'clock AM minutes AM, duly filed in this office for record and the same is truly recorded in the records in this office in book 8861 on page 108.  
Witness my hand and official seal this 7 day of March 1998.

By Wanda J. Van Horn  
DEPUTY RECORDER

CAROLYN M. FRICK  
EX OFFICIO RECORDER

31-



**RESTRICTION AGREEMENT FOR  
RIDGEFIELD HILLS**

U7527  
12<sup>th</sup> THIS RESTRICTION AGREEMENT ("Agreement") made and entered into as of the day of October, 1992 by and between ROUNDABOUT HILL, INC., a Missouri corporation ("Grantor") and ED HOLTHAUS, SR., an individual, ED HOLTHAUS, JR., and individual and JILL F. VONGRUBEN, an individual, as trustees (collectively "Trustees"),

**WITNESSETH:**

WHEREAS, Grantor is the owner of a tract of land situated in the County of Warren, State of Missouri, described on Exhibit "A", attached hereto and by this reference made a part hereof;

WHEREAS, Grantor desires, at some point in the future, to cause said tract of land to be part of a residential subdivision known as Ridgefield Hills (the "subdivision");

WHEREAS, Grantor desires to restrict all the property which will eventually constitute said subdivision (including the tract of land described on Exhibit A) with a general plan of subdivision as evidenced by these restrictions, it being the intent of the Grantor that said subdivision be a residential subdivision; and

WHEREAS, Grantor desires to establish the position of Trustees and empower them with sufficient authority, and also sufficient right, title and interest in said tract of land, to carry out the purposes of the Agreement,

WHEREAS, all reservations, restrictions, agreements, limitations, conditions, easements and covenants contained herein are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time, any of the Lots covered by this Agreement including, but not limited to, Grantor, Trustees, Lot owners and lessees of Lots,

NOW, THEREFORE, in consideration of the premises and of the Agreement and consent of the Trustees to act as Trustees hereunder, Grantor, for itself and its successors and assigns, and for and on behalf of all persons who may hereafter claim or derive title to, or otherwise hold through it or its successors or assigns, this tract of land, or any of the property which may now or hereafter be part of in said subdivision, or any part thereof, covenants and agrees with the Trustees, and for the benefit of the owners of said property and each of them, as follows:

**PROTECTIVE COVENANTS**

1. LOT USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling and a garage for not more than four (4) cars, without prior written approval from a majority of the Trustees.

2. HOME QUALITY AND SIZE. No home that does not meet the minimum size and



quality standards established by this Agreement shall be erected on any Lot. The minimum sizes for homes shall be as follows: For any home that can be seen from Hwy EE, from any future road installed in the subdivision, or from any Optimum Building Site on a Lot, a minimum of 1200 square feet of heated living space, with a minimum of 900 square feet on the main level for 1 1/2 story and 2 story homes. The aforesaid measurements apply to heated, finished living space and do not include garages or finished basement areas completely underground. Carports, either attached or detached, will not be allowed on any Lot in the subdivision if they are visible from any future road or Optimum Building Site. Each home must be completed twelve (12) months after construction begins. Any home built on a Lot, where the Actual Building Site is not visible from any road or Optimum Building Site on a Lot may be of any size, but must be approved in advance in writing by a majority of the trustees. No mobile homes will be allowed on any lots.

3. LOT AREA. No home shall be erected or placed on any Lot having less than three (3) acres. No Lot may be less than three (3) acres in size.

4. BUILDING LOCATION. The building line on all Lots in the subdivision shall be no less than one hundred (100) feet from the center line of any future road platted for the subdivision or Highway EE ("road") except on Lots that have woods nearer than one hundred (100) feet from the center line of the road, in which case the building line shall be seventy-five (75) feet from the center line of the road. No home shall be located on any Lot nearer than fifty (50) feet to the rear Lot line. Minimum side yard of forty (40) feet must be maintained.

5. VARIANCE.

(a) The Trustees may grant a variation from these restrictions when their strict application would result in extreme practical difficulties and undue hardships by reason of the unusual shape of a Lot or exceptional topographic conditions. In granting any variance, the Trustees may prescribe such conditions as will secure the objectives of this Agreement.

(b) No variance shall be granted unless the Trustees find that minimal detriment will be caused to the public welfare and minimal damage will be caused to other Lots in the vicinity of the Lot for which the variance is requested, and that the variance will not substantially impair the intent and purpose of this Agreement. Approval of the majority of Trustees in writing is necessary for a variance to be granted.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the surrounding Lots.

7. MAINTENANCE OF LOTS. Lot owners are obligated to care for their Lot(s) and to keep it free from unsightly accumulations of debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this Agreement. The Trustees are hereby empowered to remedy all nuisances at the sole cost and expense of the Lot owners, including the right to clean up the waste and debris. The owners of said Lot (and the Lot itself) may be charged with reasonable expenses incurred in eliminating the nuisance. The Trustees or their representatives, agents or employees shall not be deemed guilty or liable for any trespass in any action taken pursuant to the powers herein

granted.

8. SIGNS. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than 5 square feet advertising the Lot for sale or rent. No sign other than the entry sign, street name and traffic signs are to be displayed in any road right-of-way. This provision does not apply to Grantor's signs while Lots are being developed and sold by Grantor.

9. SATELLITE DISHES. A satellite dish may not be located where it is visible from a road or a Lot's Optimum Building Site. Satellite dishes must be either black, dark green or dark brown in color and of a mesh, not solid, design.

10. VEHICLES AND TEMPORARY STRUCTURES. No vehicles, campers, trailers, or structures of temporary character including, without limitation, mobile homes, trucks, trailers, tents, shacks, garages, barns or other outbuildings or improvements shall be used on any Lot at any time as a residence, either temporarily or permanently, nor shall the same be permitted to be stored on any Lot except in an area screened by adequate landscaping or walls which block the view of same from all roads and Lots. No vehicle other than a passenger car, pick-up truck or van shall be permitted to be parked on private roads of any Lot at any time, or in yards or driveways of any lot except in an area screened by adequate landscaping or walls which block the view of same from all roads and Lots.

11. OUTSIDE STORAGE. Except for firewood, nothing shall be stored, kept or placed on a Lot outside of a building, if it can be seen from a road or an adjoining Actual Building Site or Optimum Building Site including, but not limited to boats, motor homes, campers, trailers, unlicensed cars or trucks or licensed vehicles that are not driveable, construction equipment, tractors or snow removal equipment, piles of brick, rock or stone, etc.

12. ROAD EASEMENTS. No easements for road, ingress or egress purposes running from any private roads in the subdivision to serve any property lying outside of the subdivision, except pursuant to any future development of Grantor, may be granted without the permission of a majority of the Trustees.

13. ELECTRIC SERVICE. The electric distribution facilities, exclusive of necessary through facilities in the subdivision shall be installed by the duly certificated electric public utility. Lot owners are to pay the electric company for any non-standard facilities or construction required for the Lot owners service facilities in accordance with electric company charges filed and approved by the Missouri Public Service Commission. The lot owner is to pay the electric company a fee per foot beyond the designated service connection point on the building, and if rock is encountered while installing the service lateral the Lot, owner is to pay the additional cost of going through rock at a cost per foot charge established by the electric company's tariffs on file with the Missouri Public Service Commission.

14. SEWAGE DISPOSAL. All sanitation facilities, baths, sinks and land drains on each Lot shall be connected to a disposal system that meets the requirements of the Missouri Clean Water Commission, the rules and regulations of Warren County and the subdivision Trustees. Sewage disposal must be by an approved, single-family septic system or a system of equal quality.



# THE TRUSTEES

## 1. ORIGINAL TRUSTEES AND THEIR SUCCESSORS.

(a) Ed Holthaus, Sr., Ed Holthaus, Jr., and Jill F. VonGruben are the original Trustees. Upon the death, refusal to act or incapacity of any of them, the remaining Trustees or Trustee shall appoint a successor or successors, who shall continue the term of the original Trustee whom he/she succeeds.

(b) The Trustees shall serve until such time as the first to occur of the following: (i) fifteen (15) years from the date this Agreement is recorded; or (ii) the Subdivision becomes subject to the Warren County Subdivision Regulations; or (iii) after 50% of the Grantors property is sold and conveyed. At that time, one-third (1/3) of the Trustees shall be chosen by owners of the Lots in said subdivision. When ninety-five percent (95%) of the Grantors property has been sold and conveyed, two-thirds (2/3) of the Trustees shall be chosen by the owners of Lots. When all of the Grantors property has been sold, all Trustees shall be chosen by the owners of lots.

(c) The owners of the Lots in the subdivision shall cause an election to be held to fill the vacancies created by the terms of subparagraph (b) hereof and the newly elected Trustees shall hold their offices for staggered terms of three (3) years, the original terms of successor Trustees to be established so that the terms of such original successor Trustees shall terminate one (1) each year, so that annually thereafter Lot owners shall elect one (1) Trustee to a term of three (3) years. Thereafter, the office of Trustee, on becoming vacant for any reason whatsoever, shall be filled by election of the Lot owners within the subdivision. Notice of the meeting for the holding of any such election shall be mailed first class to the last known mailing address of each lot owner at least ten (10) days prior to any such meeting. The owners of Lots shall be entitled to one (1) vote for each Lot, and the person or persons receiving a majority of the votes cast shall be declared elected. Voting shall be by secret ballot unless no Lot owner present at the meeting objects to a voice vote.

(d) Where the provisions of this Agreement cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Warren County Circuit Court may, upon the petition of any concerned Lot owner of the subdivision, appoint one (1) or more Trustees to fill vacancies until such time as Trustees are elected in accordance with this Agreement. Any person so appointed who is not a resident or Lot owner within the subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against all of the property in the subdivision and which assessment shall not be subject to limitations on special assessments contained herein.

2. POWER OF TRUSTEES. The Trustees have the power to prevent, in their own name as Trustees, any violation of the provisions of this Agreement, to compel the performance of any restrictions set out in the Agreement or established by law and to employ counsel. The Trustees may impose fines as outlined under "Enforcement." This power granted the Trustees is discretionary and not mandatory.

3. LIABILITY OF TRUSTEES. The Trustees shall not be personally liable for any act taken by them in good faith and shall only be held accountable for their

willful misconduct or gross negligence. Each of the Trustees and their successors duly elected or appointed hereby accepts only the trusts upon condition that each of said Trustees shall be responsible only for his own wrongful acts or willful misconduct and not for those of the other Trustees. Trustees shall not be required to expend money in excess of the assessments and shall expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. The Grantor, the Lot owners and the funds held in trust hereunder shall indemnify and hold harmless each of the Trustees against any and all claims, losses, liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise thereof or as fines and penalties, and attorneys' fees, reasonably incurred by them in connection with the defense or disposition of any action, suit or other proceeding in which they may be involved, either individually or collectively, or with which they may be threatened while in office as a Trustee or thereafter, by reason of their being or having been such a Trustee, except with respect to any matter as to which he/she shall have been adjudicated to have acted in bad faith, with willful misconduct, reckless disregard of his/her duties, or not to have acted in good faith and the reasonable belief that his/her action was in the best interests of this Agreement and its purposes.

4. TRUSTEES NOT TO BE COMPENSATED. Trustees and successor Trustees, other than Trustees appointed by the Warren County Circuit Court under paragraph 1(d) hereinabove, shall not be entitled to any compensation for services performed under this Agreement.

5. COMPLIANCE WITH REGULATIONS. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, laws, rules and regulations of Warren County or any municipality of which the subdivision may become a part, and nothing herein shall be construed contrary to any such ordinances, laws, rules and regulations.

6. MAJORITY OF TRUSTEES TO ACT. All trusts created by this Agreement shall vest in, and inure to the benefit of, and may be fully exercised by a majority of the Trustees, provided that any successor chosen or appointed to fill a vacancy as provided in this Agreement shall, from and after the date of his or her acceptance of the position of Trustee, be included in determining the number which will constitute a majority of the Trustees.

7. RESIGNATION OF TRUSTEES. Any Trustee may at anytime resign as such Trustee by instrument in writing, signed and acknowledged by him/her. Said resignation shall be kept with the records of the subdivision. Thereafter, his successor shall be elected as herein provided.

#### MISCELLANEOUS

1. TERMS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date they are recorded. These covenants will be automatically extended for successive periods of ten (10) years unless cancelled by an instrument duly executed by the owners of a majority of the Lots any time after the original twenty (20) year period and recorded with the Warren County Recorder of Deeds.



## 2. AMENDMENTS.

(a) Prior to the sale and conveyance by Grantor of 50 lots in the subdivision, the Trustees shall have the right to amend this Agreement by written instrument filed with the Warren County Recorder of Deeds, with notice of said amendment mailed by first class mail, postage prepaid, to the Lot owners at their last known mailing address. Amendments must be adopted by a majority of the Trustees. It is Grantor's intention that until 50 lots have been sold and conveyed, the Trustees be and are hereby granted sole discretion and broad authority in enforcing the terms of this Agreement and are hereby granted the right to amend this Agreement to deal with all matters foreseen and unforeseen and any contingencies which may hereafter arise; provided, however, that it is also the grantor's intention that any unilateral amendments by the Trustees during this time shall not cause an increase in any assessment of any Lot previously encumbered by this Agreement without the approval of the owners of fifty-one percent (51%) or more of the Lots of the subdivision. It is acknowledged that the actions taken by the Trustees pursuant to the powers herein granted to them shall and will be governed by the Trustees' fiduciary duty to the Lot owners to deal fairly with each and all of them, with the enhancement of value of each Lot owner's Lot as the Trustees' primary consideration.

(b) After such time as 50 Lots are sold and conveyed, this Agreement may be amended from time to time by written instrument signed by the owners of fifty-one percent (51%) or more of the Lots of the subdivision, provided any such amendment shall require the written concurrence of Grantor so long as it is the owner of one or more Lots in the subdivision. Notice of the time, place and date of a meeting to discuss said amendment and the text of said proposed amendment shall be mailed by the Trustees to all Lot owners at their last known mailing address by first class mail, postage prepaid, at least ten (10) days prior to the date of such meeting. After said meeting, the Trustees will mail ballots to vote on said amendment to each Lot owner, who shall have the right to fill out the ballot and return it to the Trustee. The owner(s) of Lots shall be entitled to cast one (1) vote, collectively, for each Lot owned by said Lot owner(s).

## 3. ASSESSMENT.

(a) In order to pay necessary expenses of the Trustees in performing their duties hereunder, each year the Trustees shall determine the total amount required for such purposes and establish an assessment on each Lot in the subdivision sufficient to provide the amount so determined to be required, provided that such assessment shall not exceed Twenty-five Dollars (\$25.00) per lot per year. The Trustees shall notify each property owner of the amount of such assessment and payment shall be due May 1st of each year in advance. If the assessment is not paid by June 1st of each year, the Trustees are empowered to file notice of assessment against the Lot in the Recorder's Office of Warren County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice a lien upon and against the Lot described in said notice as fully and completely as if secured by a deed of trust. The assessment shall bear interest at the highest rate allowable by the governing authorities, from May 1st. The Trustees are authorized and empowered to institute suit in law or equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, plus the amount of court costs and attorney's fees, in each and every case.



(b) The Trustees shall deposit the funds coming into their hands at the City and Village Tax Office, or a similar entity should the City & Village Tax Office become too expensive or nonexistent. The City and Village Tax Office shall deposit the funds in a bank account and the Trustees shall authorize disbursement of the funds. No disbursement of funds shall be made without the written approval of two (2) Trustees. The Trustees shall provide for distribution of an Annual Report to all Lot owners each year through the City and Village Tax Office or their successor.

4. ENFORCEMENT.

(a) Enforcement of the terms and conditions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violations or to recover damages. Proceedings shall be instituted by the Trustees or Lot owners. The Trustees shall be entitled to recover from violating Lot owners legal fees, and costs and expenses incurred in the enforcement of this Agreement, which amounts, if unpaid after ten (10) days from demand, may be filed as a lien of the Trustees against the Lot.

(b) The Trustees may institute a fine of up to \$10 per day for any violation of this Agreement that has not been rectified within a reasonable period of time as specified by the Trustees. The Trustees shall give written notice to such violating owner and shall specify a period of time in which to rectify the problem before any fines may be instituted. The Trustees shall designate a time period at their discretion to suit the situation, and it may be from 7 days to 30 days or longer, depending on the amount of time it would reasonably take to correct the problem, weather being taken into account if it could be an obstacle. The fine shall be billed monthly and shall be delinquent 30 days after billing, with interest accruing after the due date at the highest rate allowed by law.

5. SUCCESSORS. This Agreement shall be binding upon the Grantor, its successors and assigns, as owners of Lots in the subdivision.

6. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. LOT DEFINITION. A "Lot" as referred to in this Agreement shall be considered any parcel or parcels of land in the subdivision owned under a single title. Ex. a) A. Jones owns 40 acres under one title - he has one lot; b) B. Smith owns 10 acres on one title and 15 acres on another title - he has two lots; c) C. Ball owns three 10 acre parcels but they are Parcels 1, 2 and 3 on one title - he owns one lot.

8. OPTIMUM BUILDING SITE. Each Lot shall have an Optimum Building Site determined in the sole discretion of the Trustees which, in the Trustee's opinion, is, in terms of seclusion, the least likely part of the lot to be visible from any road or other Lot and from which any road or other Lot is least visible. The Optimum Building Site will conform to all setback lines and shall take maximum advantage of topography and foliage prevalence and configuration. The Optimum Building Site on each Lot, as referred to in this Agreement, shall be determined by the Trustees, not the Lot owner. Should a Lot owner decide to

built extremely close to a property line, instead of in the center of the Lot, when a suitable Optimum Building Site (as determined by the Trustees) was available in or near the center of the Lot, the strict enforcement of some of the conditions of this Agreement may be reviewed by the Trustees and a waiver of their application may be determined for that reason.

9. ACTUAL BUILDING SITE. The Actual Building Site shall be the location selected by the property owner where the home is built.

10. FUTURE ROAD MAINTENANCE AGREEMENT. At such time as roads are platted within the subdivision, Grantor shall cause to be filed a Roadway Maintenance Agreement which shall be a restriction upon some, but not all, of the Lots of the subdivision.

11. HAZARDOUS MATERIALS. All Lots shall be kept free of all Hazardous Materials (as hereinafter defined) and shall not be used to generate, manufacture, treat, store, handle, dispose, produce or process Hazardous Materials. No Lot owner shall cause, permit or allow any Hazardous Materials to be brought upon, placed in, on, over or under or kept or used in or about a Lot by anyone, including but not limited to Lot owner, its agents, employees, contractors or invitees and no Lot owner shall allow or cause any Hazardous Materials to be spilled, leaked, poured, or emptied, discharged, dumped, or otherwise disposed of, on, or allow or cause any Release (hereinafter defined) onto or from, a Lot. Lot owner, at Lot owner's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Lot owner's use of the Lot. These include, without limitation, all applicable federal, state and local laws, regulations or ordinances, as may now or at any time hereafter be in effect, pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions and other environmental matters, and any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Lot owner with respect to the use or occupation of the Lot. As used herein "Hazardous Materials" shall mean: (a) "Hazardous Substances" or "Toxic Substances" as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, all as amended and hereafter amended; (b) "Hazardous Waste" as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6902 et seq. as amended and hereafter amended; and (c) any pollutant or contaminant or hazardous or dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administration orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste substance or material, all as amended or hereafter amended; (d) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (e) any radioactive materials, including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2011 et seq. as amended or hereafter amended; (f) asbestos in any form or condition; (g) radon; (h) polychlorinated biphenyls or substances or compounds containing same; and (i) noxious chemicals used in any construction on the Lot. "Release" shall have the meaning given such term or any similar term in any applicable environmental law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree regulating, relating to or

imposing liability or standards of conduct concerning Hazardous Materials as may now or at any time hereafter be in effect.

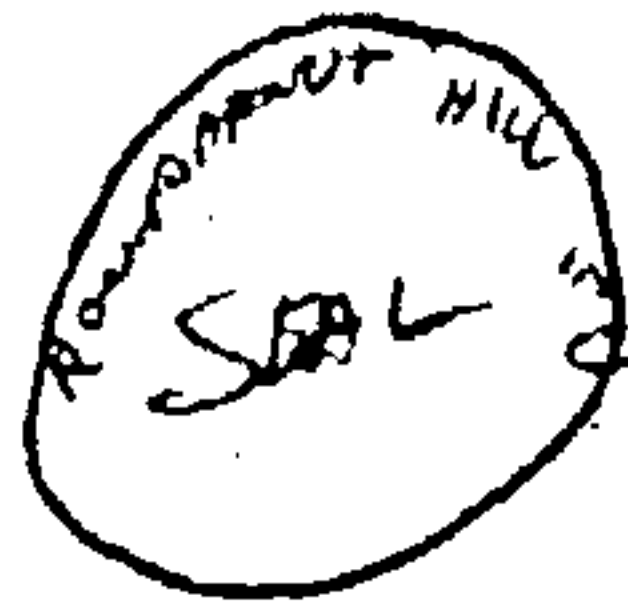
12. ADJOINING PROPERTY. The Trustees are authorized and empowered to cooperate and to contract with trustees and/or landowners of adjoining or nearby tracts in the development and maintenance of facilities insuring to the benefit and general welfare of the inhabitants of the entire area. The Trustees are hereby empowered and authorized to subject additional property to these restrictions from time to time.

IN WITNESS WHEREOF, The Grantor has caused this Agreement to be executed by its duly authorized officer and the Trustees have joined in execution of the same to evidence their acceptance of the trusts hereby created.

GRANTOR:

ROUNABOUT HILL, INC.

By: John R. McCormack  
John R. McCormack, President



TRUSTEES:

Ed Holthaus, Sr.  
Ed Holthaus, Sr.

Ed Holthaus, Jr.  
Ed Holthaus, Jr.

Jeff P. VonGruben  
Jeff P. VonGruben

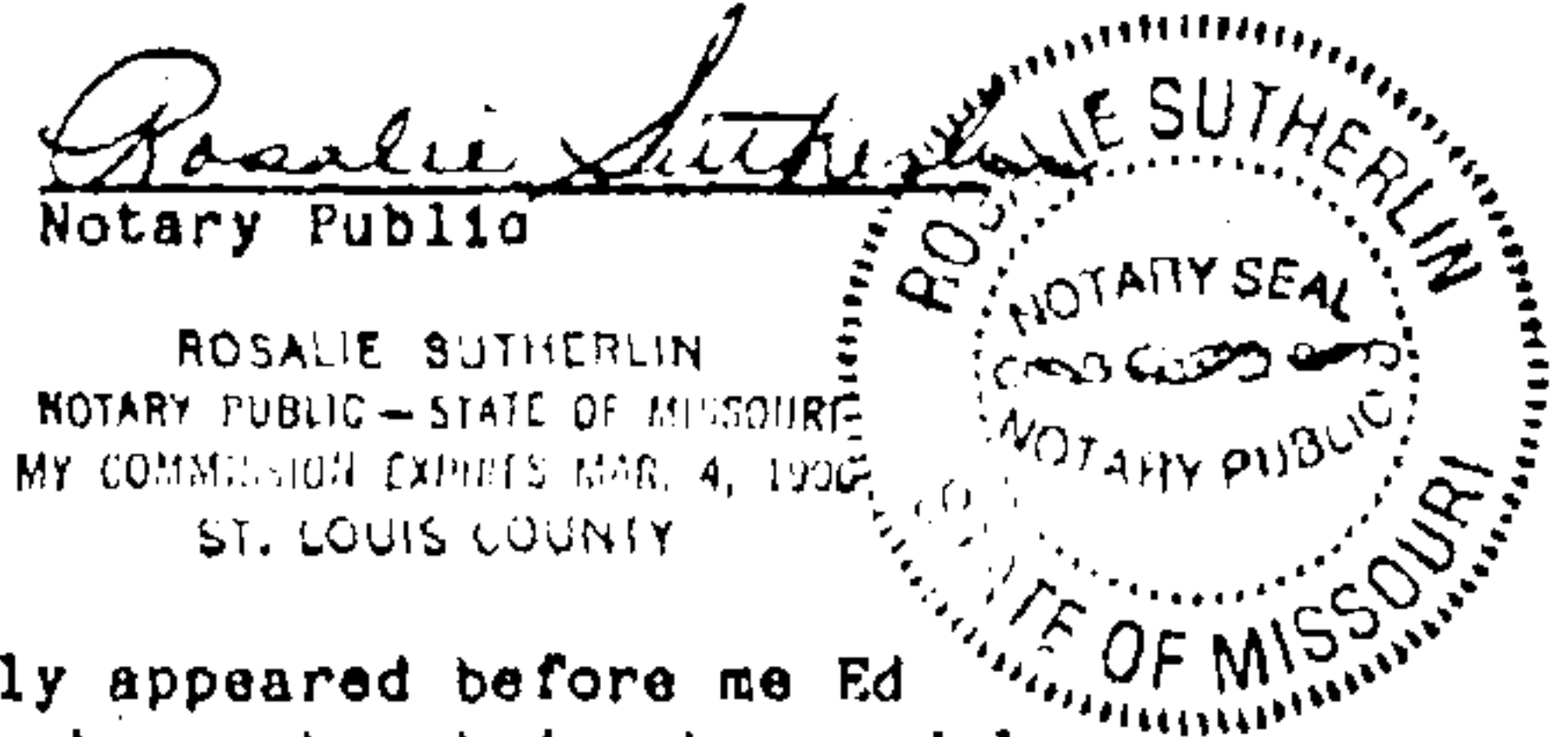


STATE OF MISSOURI ) SS.  
COUNTY OF ST. LOUIS )

On this 12<sup>th</sup> day of October, 1992, personally appeared before me, John R. McCormack, being by me duly sworn, did say that he is the President of Roundabout Hill, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said President acknowledged said instrument to be the free act and deed of said Corporation.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

official seal in the County and State aforesaid the day and year first above written.

My term expires: 3-4-96

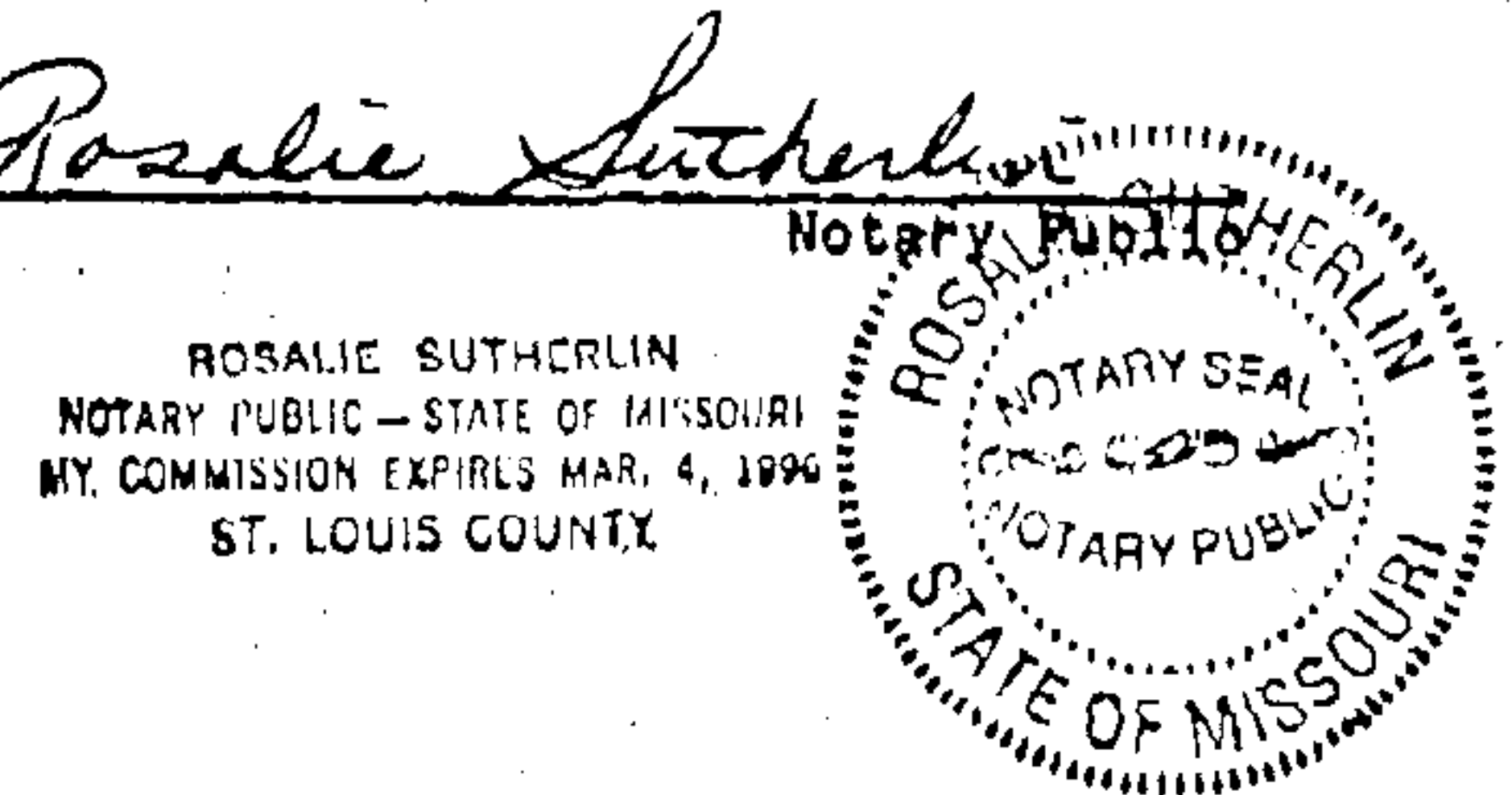


STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS.

On this 12<sup>th</sup> day of October, 1992, personally appeared before me Ed Holthaus, Sr., Ed Holthaus, Jr. and Jill F. VonGruben, who, being by me duly sworn, did state that they executed the foregoing Agreement as their free act and deed as Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: 3-4-96



WD\KEEP\RESTR.RAB

EXHIBIT A  
29.28 Acre Tract

A tract of land being part of the South Half of the Northwest Quarter, and part of the North Half of the Southwest Quarter of Section 9, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Iron Pipe in a rock pile at the Northeast Corner of Section 9; thence South 49°-25'-30" West 3624.33 feet to an iron rod on the South right-of-way line of Missouri State Highway "EE" and the place of beginning of the said tract of land; thence leaving the said South right-of-way line, South 18°-13' East 329.18 feet to an iron rod; thence South 12°-38' East 162.18 feet to an iron rod; thence South 11°-03'-30" East 378.44 feet to an iron rod; thence South 20°-02' East 315.06 feet to an iron rod; thence South 78°-13' West 389.60 feet to an iron rod; thence North 59°-21' West 367.46 feet to an iron rod; thence North 75°-24' West 402.25 feet to an iron rod; thence South 84°-30' West 140.77 feet to an iron rod; thence South 80°-47' West 186.23 feet to an iron rod on the East line of Missouri State Highway "EE"; thence along the said East right-of-way line, North 0°-08' East 717.12 feet; thence along a curve to the right, 371.14 feet; said curve having a central angle of 74°-43', and a radius of 284.62 feet; thence North 85°-46'-30" East 44.37 feet; thence North 81°-50' East 44.37 feet; thence along a curve to the right, said curve having a central angle of 10°-11', a radius of 284.62 feet, and a chord of South 82°-08' East 50.53 feet; thence South 77°-03' East 311.91 feet; thence South 84°-01'-30" East 96.69 feet; thence along a curve to the left, said curve having a central angle of 29°-17', a radius of 685.45 feet, and a chord of North 80°-16' East 346.51 feet to the place of beginning and containing 29.28

Acres, more or less.

STATE OF MISSOURI  
County of Warren

as. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 13th day of October 1992 at 11 o'clock 32 minutes A. M., duly filed in this office for record; and the same is truly recorded in the records in this office in book 578 on page 172.  
Witness my hand and official seal this 13th day of Oct 1992  
By Carolyn M. Frick CAROLYN M. FRICK  
DEPUTY RECORDER EX-OFFICIO RECORDER  
394 NP

24 UST-W Misc

Doc 0758 PAGE 209

**AMENDMENT TO THE RESTRICTION AGREEMENT FOR RIDGEFIELD HILLS**

In accordance with MISCELLANEOUS, item 2, AMENDMENTS, of the Restriction Agreement for Ridgefield Hills, Recorded in Book 0579, Pages 172-182 of the Warren County Records, the Trustees hereby change the following Paragraph to the Protective Covenants of the Restriction Agreement:

Paragraph 3. LOT AREA. No home shall be erected or placed on any lot having less than nine (9) acres. No lot may be less than nine (9) acres in size.

APPROVED this 4<sup>th</sup> day of June, 1996.

Brian J. Moehl  
Brian J. Moehl

APPROVED this 30<sup>th</sup> day of May, 1996.

Ed Holtheus  
Ed Holtheus

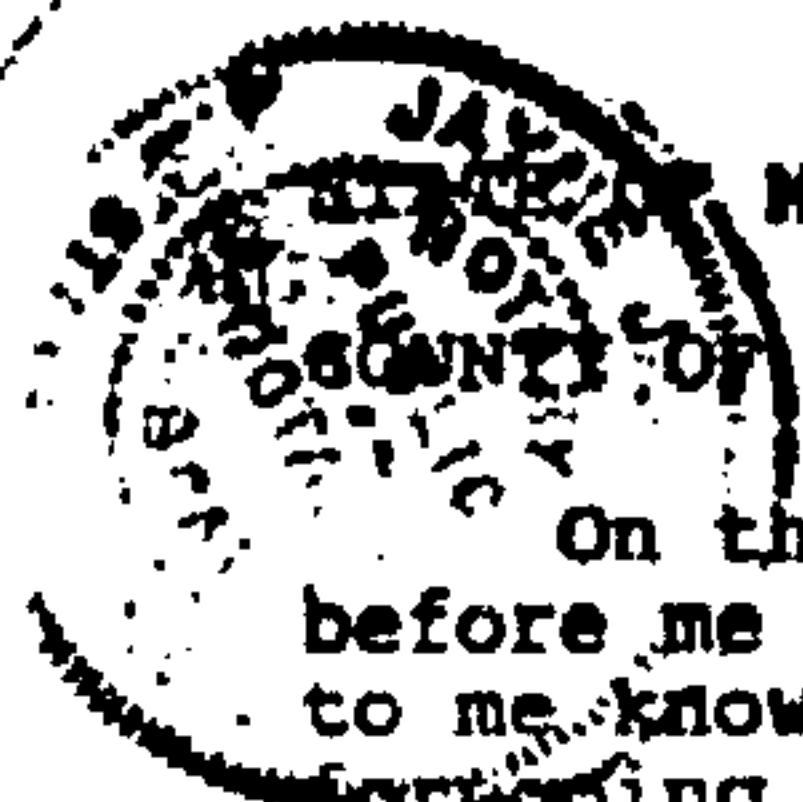
Jill F. VonGruben  
Jill F. VonGruben

TRUSTEES

WD\KEEP\AMNDRES2.RFH



0758-210



MISSOURI

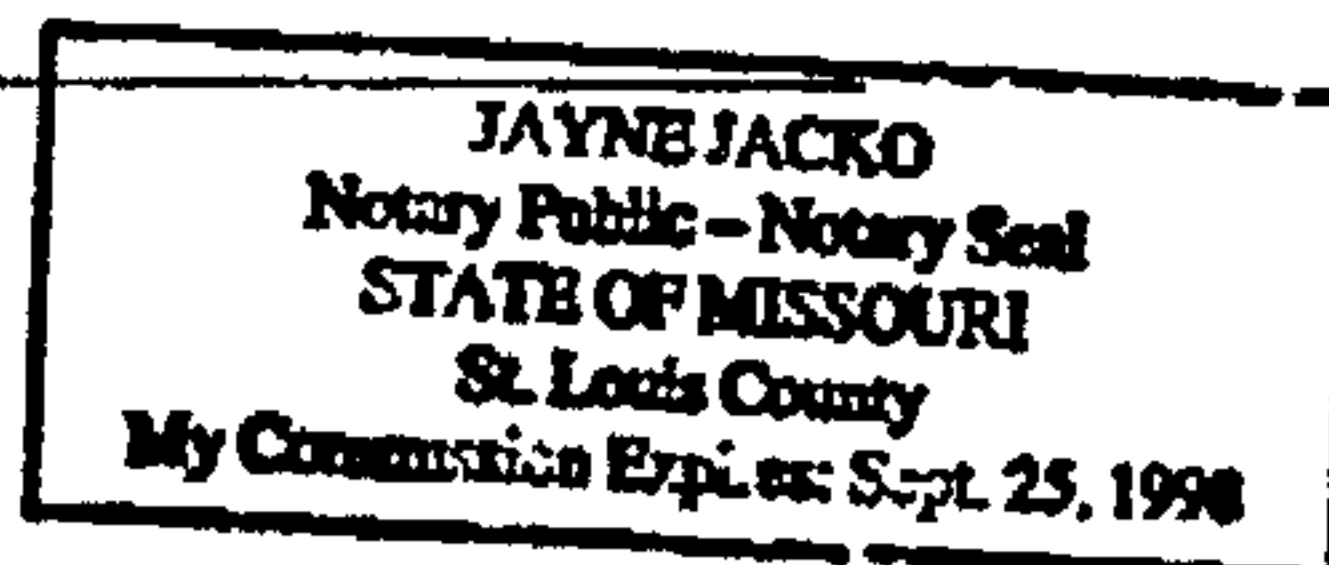
) ss.

On this 4<sup>th</sup> day of June, 1996,  
before me personally appeared Brian J. Moehl  
to me known to be the person described in and who executed the  
forgoing instrument, and acknowledged that he executed the same  
as his free act and deed as Trustee of Ridgefield Hills Subdivision

IN WITNESS 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.

Jayne Jacko  
Notary Public

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



WD\KEEP\MOEHL.NHP

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF )

On this 30th day of May, 1996, before me personally appeared Ed Holthaus and Jill F. VonGruben, 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 as Trustees of Ridgefield Hills Subdivision.

IN WITNESS 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.

*Deborah L. Cocos*  
Deborah L. Cocos, Notary Public

My commission expires: December 20, 1998.



RECORDED and INDEXED

3162 RECORDED and INDEXED

WD\KEEP\NOTARY.RFH

STATE OF MISSOURI } ss. In Recorder's Office  
County of Warren

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 21 day of June 19 96 at 3 o'clock PM minutes 2 M., duly filed in this office for record: and the same is truly recorded in the records in this office in book 754 on page 209.  
Witness my hand and official seal this 21st day of June 19 96

By Carolyn M. Frick  
24- DEPUTY RECORDER

CAROLYN M. FRICK  
EX-OFFICIO RECORDER

*24 June*

**RIDGEFIELD HILLS  
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of February, 1994, by and between Roundabout Hill, Inc., a Missouri Corporation, the County of St. Louis, State of Missouri, hereinafter referred to as "First Party" and Ed Holthaus, Sr., Jill F. VonGruben and John R. McCormack, Trustees, Parties of the Second Part, hereinafter referred to as "Trustees".

**WITNESSETH THAT:**

WHEREAS, the First Party is the owner of a certain tract of land located in Warren County, Missouri, as described on Exhibit "A" attached hereto.

WHEREAS, it is the purpose and intention of this Agreement to provide for the maintenance of private roadway easements located within the property described on Exhibit "A", and future easements to be established by the First Party and subsequent property owners and agreed to by the Trustees.

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

NOW THEREFORE, the parties hereto agree to and with each other, collectively and individually, for themselves, their heirs, successors, or assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through the heirs, successors or assigns of any owner of a lot in Exhibit "A" or any future tract which may be subject to this indenture as hereafter provided:

TO WIT:

**ARTICLE 1. DESIGNATION AND SELECTION OF TRUSTEES**

There shall be three (3) Trustees and the initial Trustees shall be Ed Holthaus, Sr., Jill F. VonGruben, and John R. McCormack, designated herein as the Parties of the Second Part, or Trustees, who by their signatures to this document do hereby consent to serve in such capacity. Whenever any Trustee resigns, refuses to act, no longer owns property covered by this Agreement, becomes disabled or dies, 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 all of the then surveyed and sold lots of Exhibit "A" shall be called, upon notice signed by at least two (2) of such lot owners sent by mail to all of such record lot owners, or personally served upon them, 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 the meeting and the place of meeting shall be in Warren County, Missouri. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting or meetings in person or by proxy, shall be entitled to one (1) vote for each lot owned by him. When any lot is owned by husband and wife as tenants by the entirety or by two or more persons as joint tenants, notice as herein required to either of any one of said parties shall suffice, and either or any of such parties shall be permitted to cast his or her vote as



representing ownership of said lot, but not more than one (1) vote for each lot shall be permitted. 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.

When fifty percent (50%) of Exhibit "A" has been sold, one-third (1/3) of the Trustees shall be chosen by the owners of the sold lots; when ninety-five percent (95%) of Exhibit "A" has been sold, two-thirds (2/3) of the Trustees shall be chosen by the owners of the sold lots; and when all of the lots have been sold then the owners of all of the sold lots shall choose all of the Trustees. At this time, the Trustees shall serve for three years each and the terms shall be so staggered so a new Trustee is elected each year.

Where the provisions of such a trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the County Court may, upon the petition of any concerned resident or lot owner of Exhibit "A", 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 lot owner within Exhibit "A" shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the property in Exhibit "A", and which shall be subject to any limitations on special assessments contained in the trust indenture or elsewhere.

## ARTICLE 2. TRUSTEES DUTIES AND POWERS

First Party hereby invests Trustees and their successors with the right, powers and authorities described in this instrument and with the following rights, powers and authorities:

1) To exercise control over the roadway easement, above described, and future easements to be established, and any other non-public items, if any, on the above described Exhibit "A" for the purpose of maintaining, repairing, rebuilding, snow removal, salting, repairing street signs, cutting grass and weeds along easement, maintaining an entrance light, trimming trees along easement and insuring the proper use of the roadway easement, subject to the rights of public authority and the holders of the easements thereon.

2) To enforce the provisions of this Indenture and the rules and regulations promulgated by the Trustees for the purpose hereinbefore provided. This power in the Trustees is discretionary and not mandatory and does not restrict the rights of any lot owner to proceed on his own behalf.

3) The Trustees in exercising the rights, powers and authorities granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, attorneys, servants and labor as they deem necessary or advisable and to defend suits brought against them individually or collectively in their capacities as Trustees.

4) To call an annual meeting of all lot owners subject to this Agreement, to be held at a time and place suitable to a majority of the lot owners. Notice of this meeting must be mailed to lot owners 20 days prior to the date of the meeting.

ARTICLE 3. ASSESSMENTS

1) a) The Trustees and their successors are authorized to make general assessments, except as hereinafter provided, of an amount not to exceed Three Hundred Dollars (\$300.00) per lot in each year upon and against the lots in Exhibit "A" for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce these covenants to repair, rebuild and maintain the roadway easements, to maintain easements, and to perform and execute any powers or duties provided in this instrument or otherwise to protect the health, safety and general welfare of the lot owners.

b) If at any time the Trustees shall consider it necessary to make an expenditure for the purpose of repairing, rebuilding or maintaining the aforesaid roadway easement which requires an assessment in addition to the assessment above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided in reference to the election of Trustees, by written consent of the owners of one-half (1/2) or more of the lots, the Trustees shall notify all owners of lots in said Exhibit "A" of the additional assessment, the limit of Three Hundred Dollars (\$300.00) per lot per year for general purposes shall not apply to an assessment made under the provisions of this paragraph, but no special assessment shall exceed Two Hundred Fifty Dollars \$250.00 per lot for any one-year period.

2) All assessments, either general or special, made by the Trustees for the purposes herein enumerated shall be made in the manner and subject to the following procedures:

a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the record owner or owners of the lots and deposited in the United States mail with postage prepaid.

b) Every such assessment shall become due and payable within 30 days after notice is given as herein above provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid, and such assessments and interest thereon shall constitute a lien, at the expense of the lot owner affected, upon said lot and said lien shall continue in full force and effect until fully paid. Any time after an assessment and the entry thereof in the minutes of proceedings or records of the Trustees, they may execute and acknowledge an instrument reciting the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds of Warren County, Missouri, and the Trustees may upon payment, cancel or release any one or more lots from the liens and liability of such assessments, (as shown by recorded instruments), by executing, acknowledging and recording (at the expense of the lot owner affected) a release of such assessment.

3) The Trustees shall deposit or direct the deposit of all funds received by them, as Trustees, or on their behalf by a management company such as the City & Village Tax Office, in one or more accounts with a State or National Bank or Savings and Loan Association, protected by the Federal Deposit Insurance Corporation, or other agency, if any, performing similar functions. Such accounts may be checking accounts and/or savings accounts and shall be subject to withdrawal by a majority of the Trustees, or by

such person or persons as the Trustees shall, from time to time, authorize; provided, however, that all persons receiving or having custody of funds shall, if the Trustees so determine, be bonded in an amount fixed by the Trustees, for their faithful accounting with respect to such funds.

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

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

6) The Trustees are authorized and empowered to use general and/or special assessments as necessary, to defend suits brought against them individually or collectively in their capacities as Trustees.

7) General assessments shall begin on the date the Trustees of this Agreement mail a letter to all lot owners, as stated in Section III, Part 2a., notifying them that the assessments are to begin.

8) Special assessments can begin any time after the first general assessment has been collected.

9) The maximum assessments(s) amounts set forth above shall be increased (but not decreased) to reflect the increase, if any, in the cost of living based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U) (1982-84 = 100). If said Index shall no longer be published, then another index generally recognized as authoritative shall be substituted by the Trustees.

#### ARTICLE 4. DELINQUENT PAYMENT OF ASSESSMENTS

No Lot Owner who is delinquent in payment of a general or special assessment shall be entitled to vote for or be counted in the number or percentage necessary to constitute the required majority for purposes of amendment, modification, rescission or revocation of this Agreement, for election of Trustees, or for consent to special assessments. Such Lot Owners, however, shall be bound by any such votes and elections as to which, by reason of their delinquency, they were denied participation.

#### ARTICLE 5. TERM OF MAINTENANCE AGREEMENT

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date. These covenants will be automatically extended for successive periods of ten (10) years unless cancelled by instrument duly recorded by a majority of the owners of the lots after the original twenty (20) year period.

#### ARTICLE 6. GENERAL PROVISIONS

1) The Trustees herein shall have the right to accept additional tracts of land, to use roadways so established under this Indenture, and to grant such property owners the right to use easements created pursuant to this Agreement, if they agree to subject such additional properties to the provisions of this Indenture.

2) Enforcement: Enforcement of any of these covenants shall be by proceedings at law or in equity.



3) Liability of Trustees; Trustees Not Compensated: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion and shall only be held accountable for their willful misconduct. They shall not be required to spend any money for maintenance and/or any improvement in excess of the assessments collected by them. The Trustees shall not be entitled to any compensation for services performed, except those Trustees appointed by the County Court as provided on Page 3, paragraph 2 of this Agreement.

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

5) Amendment: This Indenture and any part thereof may be altered, amended, extended, changed or discontinued by a written agreement signed by not less than fifty-one percent (51%) of the then recorded owners of the fee simple title to all lots in Exhibit "A"; any such written and signed alterations, amendments, extensions, changes or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded in the office of the Recorder of Deeds for Warren County, Missouri, become a part of the provisions and covenants of this Indenture, however as long as the "First Party" owns at least one lot, any amendment must be approved by the "First Party."

6) A "lot" as referred to in this Agreement shall be considered any lot or lots owned under a single title. Ex. a) A. Jones owns 40 acres under one title - he has one lot; b) B. Smith owns 10 acres on one title and 5 acres on another title - he has two lots; c) C. Ball owns three 3.5 acre lots but they are Lots 1, 2 and 3 on one title - he owns one lot. Title, as referred to in this paragraph, also means a deed.

7) This Roadway Maintenance Agreement shall not apply to those lots that front only on a public road and do not have access to the private roads in this development. Corner lots that front on the public road and the private development road are a part of the Roadway Maintenance Agreement, if the owner of said lot uses the private development road at any time as access to his property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 7th day of February, 1994.

FIRST PARTY:

ROUNDAABOUT HILL, INC.  
A Missouri Corporation

By: John R. McCormack  
John R. McCormack, President

TRUSTEES:

Ed Holthaus, Sr.  
Ed Holthaus, Sr.

Jill F. VonGruben  
Jill F. VonGruben

John R. McCormack  
John R. McCormack, Trustee

E:\FORMS\RFHRDMT2.AGR

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

On this 9th day of February, 1994, personally appeared before me John R. McCormack, who, being by me duly sworn, did state that he is the President of Roundabout Hill, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said John R. McCormack acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: LAURA J. IVEY  
Notary Public, State Of Missouri  
My Commission Expires 9/13/97  
St. Louis County

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

On this 9th day of February, 1994, personally appeared before me John R. McCormack, who, being by me duly sworn, did state that he executed the foregoing Agreement as his free act and deed as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: LAURA J. IVEY  
Notary Public, State Of Missouri  
My Commission Expires 9/13/97  
St. Louis County

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

On this 7th day of February, 1994, personally appeared before me Ed Holthaus, Sr. and Jill F. VonGruben, who, being by me duly sworn, did state that they executed the foregoing Agreement as their free act and deed as Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: 3-4-96  
ROSALIE SUTHERLIN  
NOTARY PUBLIC - STATE OF MISSOURI  
MY COMMISSION EXPIRES MAR. 4, 1996  
ST. LOUIS COUNTY

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

595 Acres

A tract of land being part of the West Half of the Southeast Quarter, and part of the Southwest Quarter of Section 10; part of the Southeast Quarter of Section 9; all of the West Half of the Northwest Quarter, and all of the Northwest Quarter of the Southwest Quarter of Section 15; all of the East Half of the Southeast Quarter, all of the Northeast Quarter, and part of the Northeast Quarter of the Northwest Quarter of Section 16: All in Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Beginning at an Iron Pipe in a rock pile at the Southwest Corner of the Southeast Quarter of Section 9; thence North  $05^{\circ}-38'$  West 438.79 feet; thence North  $53^{\circ}-42'$  East 528.75 feet; thence North  $07^{\circ}-38'-30''$  West 709.88 feet; thence North  $08^{\circ}-39'$  East 467.17 feet; thence North  $51^{\circ}-47'$  East 360.25 feet; thence North  $79^{\circ}-14'$  East 426.55 feet; thence North  $54^{\circ}-36'$  East 420.85 feet; thence North  $66^{\circ}-25'$  East 48.24 feet; thence South  $75^{\circ}-24'$  East 339.38 feet; thence North  $75^{\circ}-40'$  East 668.37 feet; thence South  $69^{\circ}-11'$  East 1388.94 feet; thence South  $81^{\circ}-48'$  East 1520.00 feet; thence South  $30^{\circ}-18'$  East 480.00 feet; thence South  $24^{\circ}-42'$  West 550.00 feet; thence South  $10^{\circ}-18'$  East 574.00 feet to the Southeast Corner of the Southwest Quarter of Section 10; thence along the South line of Section 10, South  $86^{\circ}-42'$  West 1351.67 feet; thence along the East line of the West Half of the Northwest Quarter, and the East line of the Northwest Quarter of the Southwest Quarter of Section 15, South  $06^{\circ}-26'$  East 3891.92 feet; thence along the South line of the Northwest Quarter of the Southwest Quarter, South  $85^{\circ}-43'-30''$  West 1350.56 feet; thence along the East line of Section 16, South  $06^{\circ}-26'$  East 1304.95 feet; thence along the South line of Section 16, South  $85^{\circ}-43'-30''$  West 1376.10 feet; thence along the West line of the East Half of the Southeast Quarter, North  $05^{\circ}-21'-30''$  West 2612.76 feet; thence along the South line of the Northeast Quarter of Section 16, South  $84^{\circ}-40'-30''$  West 1361.25 feet;

thence along the West line of the Northeast Quarter, North 05°-38' West 1803.21 feet; thence leaving the said West line, South 80°-22' West 262.07 feet to a point in the centerline of the County Road; thence along the said centerline, North 18°-30' East 145.14 feet; thence North 01°-34' West 35.59 feet; thence North 41°-22' West 20.73 feet; thence North 71°-03' West 80.09 feet; thence leaving the centerline of the County Road, North 80°-22' East 285.20 feet; thence along the West line of the Northeast Quarter, North 05°-38' West 588.46 feet to the place of beginning and containing 595 acres, more or less.



RECORDED and INDEXED

658

STATE OF MISSOURI  
County of Warren

} as. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 14th day of February 19 94 at 9 o'clock 00 minutes A M., duly filed in this office for record and the same is truly recorded in the records in this office in book 145 on page 233.  
Witness my hand and official seal this 14th day of Feb 19 94.

By

DEPUTY RECORDER

CAROLYN M. FRICK  
EX-OFFICIO RECORDER

364



AMENDMENT TO THE RESTRICTION AGREEMENT FOR RIDGEFIELD HILLS

In accordance with MISCELLANEOUS, item 2, AMENDMENTS, of the Restriction Agreement for Ridgefield Hills, Recorded in Book 0579, Pages 172-182 of the Warren County Records, the Trustees hereby add the following two (2) items to the Protective Covenants of the Restriction Agreement:

15. BARNs AND OUTBUILDINGS. All barns and outbuildings must be approved by the Trustees prior to construction. All such buildings must be located at least 100 feet from the nearest property line and located at or in the tree line, as approved by the Trustees.

16. ANIMALS. No hogs shall be allowed on any lot at any time. A reasonable number of animals and pets shall be allowed. The Trustees shall have the sole right to determine what a reasonable number of animals is.

APPROVED this 7th day of July, 1994

John R. McCormack  
John R. McCormack

APPROVED this 11th day of July, 1994

Ed Hoithaus  
Ed Hoithaus

Jill F. VonGruben  
Jill F. VonGruben

TRUSTEES

ACKNOWLEDGMENT FOR AMENDMENT TO  
RESTRICTION AGREEMENT FOR RIDGEFIELD HILLS

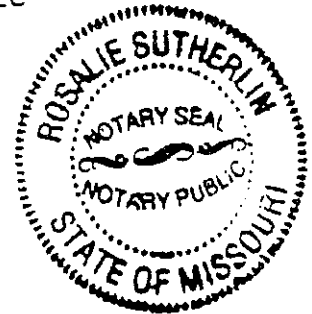
STATE OF MISSOURI     )  
                              ) SS.  
COUNTY OF ST. LOUIS )

On this 11<sup>th</sup> day of July, 1994, personally appeared before me Ed Holthaus and Jill F. VonGruben, who, being by me duly sworn, did state that they executed the foregoing Amendment to the Restriction Agreement for Ridgefield Hills as their free act and deed as Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

  
\_\_\_\_\_  
Rosalie Sutherlin, Notary Public

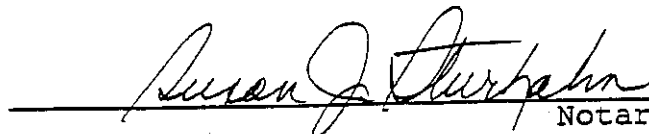
My commission expires: 3/4/96



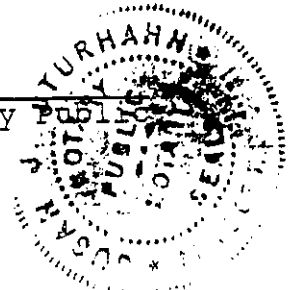
STATE OF MISSOURI     )  
                              ) SS.  
COUNTY OF ST. LOUIS )

On this 1<sup>st</sup> day of July, 1994, personally appeared before me John R. McCormack, who, being by me duly sworn, did state that he executed the foregoing Amendment to the Restriction Agreement for Ridgefield Hills as his free act and deed as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

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

My commission expires 5/6/97  
SUSAN J. STURHAHN, NOTARY PUBLIC  
STATE OF MISSOURI  
MY COMMISSION EXPIRES 5/6/97



WD\ACKTRSTE.RFH

A tract of land being part of the South Half of the Northwest Quarter, and part of the North Half of the Southwest Quarter of Section 9, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Iron Pipe in a rock pile at the Northeast Corner of Section 9; thence South 49°-25'-30" West 3624.33 feet to an iron rod on the South right-of-way line of Missouri State Highway "EE" and the place of beginning of the said tract of land; thence leaving the said South right-of-way line, South 18°-13' East 329.18 feet to an iron rod; thence South 12°-38' East 162.18 feet to an iron rod; thence South 11°-03'-30" East 378.44 feet to an iron rod; thence South 20°-02' East 315.06 feet to an iron rod; thence South 78°-13' West 389.60 feet to an iron rod; thence North 59°-21' West 367.46 feet to an iron rod; thence North 75°-24' West 402.25 feet to an iron rod; thence South 84°-30' West 140.77 feet to an iron rod; thence South 80°-47' West 186.23 feet to an iron rod on the East line of Missouri State Highway "EE"; thence along the said East right-of-way line, North 0°-08' East 717.12 feet; thence along a curve to the right, 371.14 feet; said curve having a central angle of 74°-43', and a radius of 284.62 feet; thence North 85°-46'-30" East 44.37 feet; thence North 81°-50' East 44.37 feet; thence along a curve to the right, said curve having a central angle of 10°-11', a radius of 284.62 feet, and a chord of South 82°-08' East 50.53 feet; thence South 77°-03' East 311.91 feet; thence South 84°-01'-30" East 96.69 feet; thence along a curve to the left, said curve having a central angle of 29°-17', a radius of 685.45 feet, and a chord of North 80°-16' East 346.51 feet to the place of beginning and containing 29.28

acres, more or less.

STATE OF MISSOURI  
County of Warren

as. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County, certify that the foregoing instrument of writing was on the 19<sup>th</sup> day of September 1944 at 8 o'clock 30 minutes A.M. duly filed in this office for record; and the same is truly recorded in the records in this office in book 670 on page 109.  
Witness my hand and official seal this 13<sup>th</sup> day of Sept 1944  
By Lucille B. Struthman DEPUTY RECORDER  
CAROLYN M. FRICK  
EX-OFFICIO RECORDER

RECORDED AND INDEXED  
4602

