

INDENTURE OF RESTRICTIONS
PERTAINING TO HERMITAGE HILLS

This indenture is made and entered into on the 30th day of March, 1965, by and between BONDED INVESTORS GROUP, INC., a Missouri corporation, Grantor, and LeROY STOVESAND, MAXINE FINE, H. GLENN WEBER AND STEPHEN WEBER, all of the County of Jefferson, State of Missouri, hereinafter referred to as Trustees.

WITNESSETH:

WHEREAS, BONDED INVESTORS GROUP, INC., own certain land described as follows:

Lots Numbered Eleven (11) and Twelve (12) of the Cabanne Tract, according to Subdivision plat of said tract by J. B. Dover, Surveyor, which said plat is duly recorded in the Office of the Recorder of Jefferson County, said lots containing, according to said plat, Eighty and eighty-six Hundredths (80.36) acres; said Lots 11 and 12 being part of a larger lot numbered Six (6) which in a partition had between J. C. Cabanne and others, by virtue of an order of the Circuit Court of Jefferson County at its March term, 1870, was allotted by the Commissioners in partition to the said Virginia S. Berthold, and

A tract of 74.417 acres in the Southeast half of the Northwest quarter of Section Three (3) of the Subdivision of U.S. Survey 3011 recorded in Book "L", Page 55 in the Recorder's Office of Jefferson County, Missouri, which said tract is described as follows: Beginning at an old iron rod marking the most Northern corner of said Southeast half of the Northwest quarter of Section Three (3), thence South 29 degrees 23 minutes 30 seconds East 1319.06 feet to an old stone marking the most Eastern corner of said Southeast half, thence South 61 degrees West 1956.82 feet to an iron pipe marking the most Eastern corner of the Harvey Mraz tract; thence along the Mraz tract North 60 degrees West 307.60 feet, North 85 degrees West 198 feet, South 82 degrees 15 minutes West 310 feet and South 62 degrees 4½ minutes West 86.84 feet to the most Western corner of said Mraz tract; thence North 28 degrees 52 1/3 minutes West 820 feet to an old lightning rod; and thence North 60 degrees 45 minutes 10 seconds East 2644.45 feet to the place of beginning.

Subject to Easement for roadway as now traveled leading from the real estate owned by William F. Jamison to the County Road.

Subject to Easement of Saline County Road.

A tract of land being a part of the Northeast half of the Northwest quarter of Section 3 and U.S. Survey 3011, Township 43 North, Range 5 East, County of Jefferson, State of Missouri and described as follows, to-wit: Beginning at a point in the Southeast line of property conveyed to Edward Gapsch et al by Deed recorded in Book 118 page 249 of the Jefferson County Records; said point bears North 61 degrees East a distance of 625 feet from the most Southwest corner of said Gapsch property, said point being also the Southeastern corner of Three acre tract conveyed to Paul Bell and wife, thence, North 61 degrees East a distance of 395.65 feet to a point in the Western line of a 16 foot roadway conveyed to A. Burkart by Deed recorded in Book 5, Page 286 of Jefferson County Records; thence, North 4 degrees 21 minutes East a distance of 200 feet to a point in the Southern line of Saline Road; thence, South 42 degrees 03 minutes West a distance of 88.8 feet to a point; thence South 53 degrees 20 minutes West a distance of 150.3 feet to a point; thence South 67 degrees 48 minutes West a distance of 274 feet to a point in the Eastern line of Three Acre tract conveyed to Bell; thence South 29 degrees East a distance of 152.1 feet to the point of beginning. Also a triangular shaped tract described as beginning at the intersection of the Southeast line of Gapsch property with the Eastern line of aforesaid 16 foot road as conveyed to A. Burkart by Deed recorded in Book 5 Page 286 of Jefferson County Records; thence North 61 degrees East a distance of 252.45 feet to a point; thence North 66 degrees 57 minutes West a distance of 222.65 feet to a point; thence South 4 degrees 21 minutes West a distance of 210.17 feet to the point of beginning.

Being in total shown on plat as Lots 1 thru 39, Block A; Lots 1 thru 40, Block B; Lots 1 thru 16, Block C; Lots 1 thru 18, Block D; Lots 1 thru 38, Block E, Lots 1 thru 23, Block F, Lots 1 thru 29, Block G; Lots 1 thru 28, Block H; Lots 1 thru 33, Block I, Lots 1 thru 48 Block J; Lots 1 thru 13, Block K; Lots 1 thru 39, Block L; lots 1 thru 24, Block M, Lot 1 Block N; Lots 1 thru 5 Block O; making a total of 157.167 acres plus the 16 foot road conveyed in Book 5 at Page 286, as shown divided into 394 lots.

County of Jefferson, Missouri, which it has laid out into a subdivision to be known as Hermitage Hills, as per plat thereof, signed by parties herein, to be recorded on the same day as this instrument in the office of the Recorder of Deeds of the County of Jefferson, and

WHEREAS, said plat contains a description of various private drives and easements pertaining to said subdivision, and also delineates the boundaries of the lots contained in said subdivision and building lines, and

WHEREAS, pursuant to a plan to make said subdivision a desirable residence section, the BONDED INVESTORS GROUP, INC., desires that the private drives and easements delineated on said plat shall be for the exclusive use and benefit of owners of lots in said subdivision, members of their respective families, guests, servants, agents, employees and licensees, subject to such rights, privileges, exceptions and restrictions as are hereinafter expressed, and to make provision for the improvement, protection and management of such private drives and easements and for their proper use and maintenance.

NOW THEREFORE, in consideration of the premises and of the reliance upon the terms of this instrument by parties hereto and their successors in interest, the BONDED INVESTORS GROUP, INC., does herewith grant, bargain, sell, convey and confirm unto the said Trustees, their successors and assigns, the several strips and parcels of land in the said subdivision which are delineated and set apart on said plat as drives, parkway, easements, or any land within subdivision not designated as lots. The easements and rights of the lot owners in Hermitage Hills and of the Trustees are now defined as follows:

1. Trustees shall have the right to regulate and control the use of said drives and easements and every part thereof for public utilities and for sewer and road purposes, including the right to construct, operate, repair and maintain on, under and over said easements roads, sewers, pipes, conduits, poles, wires, fire plugs, lights and other public facilities, and also shall have the right to grant permission to make extensions therefrom for public utilities, and sewers to serve contiguous and adjacent properties and agreements with reference to use thereof by others including Grantor herein without charge. Trustees shall further have the right to cut weeds and unsightly or obnoxious vegetation and trim or remove trees on any portion of the subdivision.

2. Trustees shall not be personally liable for mistakes of judgment or for maintenance of any of the easements or public utilities or sewers if any in the subdivision, or cutting of weeds or other unsightly vegetation, or to property owners or the public for any loss or damage to person or property arising out of failure to repair and maintain easements and facilities herein mentioned, or for any act of omission or commission.

3. For the purpose of defraying the costs and expenses which may be incurred in the execution of the Trust by Trustees, they may levy assessments against the respective lots contained in said subdivision in such amount as they may deem necessary, but to be based upon a uniform rate per front foot, provided, however, that such assessments may be levied not more than once during each calendar year and no such assessment shall exceed \$0.65 per front foot without the consent of owners of a majority of the lots contained in the subdivision. All such + assessments shall become a first lien on the land assessed from date of recorded assessment filed in the Recorder's Office of Jefferson County, unless lien is subordinated by Trustees, in writing, to other liens, or unless the assessments are paid. Assessments shall be payable sixty days after the date levied and shall thereafter bear interest at a rate of six percent (6%) per annum until paid, and the collection thereof may be enforced by suits at law instituted by the Trustees against any property owner of a lot on which lien shall remain undischarged and successors in interest to such lot.

4. Trustees shall be entitled to make a charge (except to Grantor) for benefit of subdivision for permits they may grant to extend water or sewer mains or any utilities to contiguous or adjacent properties for building permits and the use of easements of subdivision in connection therewith.

5. Subject to the approval of appropriate public authorities, Trustees shall have the right to dedicate to public use drives and easements or any portion or portions thereof, sewers when, in their judgment, it shall be deemed advantageous or appropriate to do so, and may convey or grant rights therein to any public authority.

6. Trustees, in exercising the powers and privileges granted to them, and fulfilling their functions, may, from time to time, incur expenses, enter into contracts (including insurance) and employ such persons as they deem necessary or advisable, including one or more of their own, and defend suits brought against them or their agents or servants, and institute actions arising out of terms of this instrument, or to protect the interest of the subdivision. Nothing herein contained shall be construed to compel the Trustees to make any payment for any purpose or to incur any liability in excess of the amount which shall be in their hands as the result of assessments made against the owners as herein provided.

7. No improvements or fences may be constructed or grades of lots changed or used in the subdivision unless in conformity with law and unless plans and specifications therefor have first been approved in writing by Trustees or a qualified architect or architects duly appointed by them, and unless improvements are for private dwelling purposes and appurtenant uses. All main dwellings shall contain a minimum of 1000 square feet under roof, exclusive of porches, basements, breezeways, stables and garages, unless Trustees or a qualified architect or architects appointed by them shall be of the opinion, writing, that a smaller area (but not less than 850 square feet exclusive of porches, basement breezeway, stables and garages) shall be in harmony with the quality and standards of other dwellings or proposed dwellings in the sub-

division. Standards of Trustees for approval of any plans and specifications of proposed improvements shall take into consideration the location and terrain of and proposed structure and various dimensions and esthetic factors, as well as the possible detrimental effect of the nature of the proposed development or parts thereof on adjacent property or the subdivision as a whole. The main body of any building shall be no nearer than 25 feet to front lot line without written permission of Trustees.

8. Garages and car ports must be attached to the residence and there shall be no other outbuilding on said lot, except by permit of Trustees.

9. There will be no restrictions as to cost of any residence but complete plans and specifications must be submitted for the written approval of Grantor before building operations are started. No residence shall be wholly or partially covered with tar paper, metal slabs or canvas, nor shall any trailer or movable house be permitted on said lot. No basement shall be occupied while construction continues or temporarily abates.

10. No cattle, swine, fowl or other animal, wild or domestic, shall be kept or housed on said lot, nor shall said lot be used for any kind of commercial enterprise, including office space for a telephone order business.

11. No outside toilets shall be permitted, and all toilets, baths, sinks, lavatories and inside drains on said premises shall be connected with an approved type septic tank and drain field installed and approved in writing by Grantor.

12. No sale of said lot shall be consummated without giving at least fifteen days written notice to Grantor, and the owners of the two lots adjoining said lot on the sides, of

the terms thereof; and any one of them shall have the right to buy said lot on such terms. Failure of any seller to disclose the true identity of any prospective purchases shall be cause for the setting aside of such fraudulent sale. Such service shall be person service on all three parties thereto entitled.

13. Grantor shall have the right to erect telephone or electric poles at the intersecting corner of any two lots and easement to Union Electric Company of Missouri is hereby reserved on all roads and lot corners in said subdivision.

14. It is understood that a general recreation area will be established for the use of lot owners herein and their guests as designated by Grantor; that the areas not laid out in lots shall be used without restriction or reservation by Grantor as in the judgment of it or its successor shall seem best; that nothing herein contained shall limit the right of Grantor to use the portions of the property not sold for residence purposes, for any purpose not inconsistent with the plat and plan of said subdivision; that in the event lakes shall be built in this development they shall be available to property owners without charge but subject to rules as established by Grantor or its successor; that in the event a swimming pool is built in the development Grantor may make a reasonable admission charge for the use thereof. Grantor and Trustees are herein used interchangeably.

15. A violation or threatened violation of restrictions or other provisions of this indenture shall give rise to a cause of action for an injunction, damages or both, or other recovery, in favor of Trustees and owners of lots in Hermitage Hills, and such action may be instituted by Trustees or any lot owner independent of the other.

16. The Trustees herein designated shall serve an initial term as follows:

LeROY STOVESANI	Four Years
MAXINE FINE	Three Years
H. GLENN WEBER	Two Years
STEPHEN WEBER	One Year

Trustees thereafter shall serve for a three-year period. When a Trustee's term shall expire or if he shall die or resign, or for any reason is unable to further serve, the other Trustees or survivor of them shall have the power to appoint a successor for a full three-year term or for the balance of the unexpired term thereby vacated. In the event the office of any Trustee shall become vacant without due appointment or successor Trustee by the other Trustee or Trustees within sixty days thereafter, the owners of the several parcels of land in said subdivision may then elect a successor Trustee or Trustees to fill such vacancy for the balance of the term at a meeting of property owners to be held in the County of Jefferson, Missouri, upon call of any owner. At least ten days' advance written notice must be forwarded by registered or certified mail to the last known address of the time, place and purpose of such meeting, and thereat owners of a parcel of said land shall be entitled to one vote for each lot owned and the nominee receiving a majority of such votes at any such election shall be deemed duly selected as a trustee. A trustee may be appointed or elected to succeed himself in office. No Trustee shall be required to furnish bond. Agreement by a majority of Trustees shall be legally effective to bind all Trustees. In the event a Trustee shall die or resign, the other Trustees may act pending selection of a successor. All successor Trustees shall have the same powers and privileges and limitation on liability as the Trustees herein.

17. This indenture shall remain in force for twenty-five years and shall be automatically extended for successive ten-year periods unless prior to any such period, owners of eight-tenths of the lots in the subdivision shall agree otherwise. This indenture may be supplemented or altered in writing at any time by BONDED INVESTORS GROUP, INC., within three years from date with the consent of the Trustees herein or their successors in trust.

18. Before any construction work may begin, Trustees may require any owner, contractor and sub-contractor to deposit with Trustees a cash bond, or other bond with sufficient surety, in the amount of \$1,000.00 running in favor of Trustees to cover any or all of the following conditions:

- (1) There will be compliance with approved plans and specifications;
- (2) Repairs will be made of any damages to roads, streets, drives, sewers, pipes, conduits, poles, wires, fire plugs, lights and other public facilities caused by them or their agents, contractors or employees;
- (3) Damages caused to other land owners in said subdivision by virtue of such improvements and construction will be paid upon establishment thereof.

19. All covenants expressed herein are declared to be independent, and not interdependent, and no laches, waiver, estoppel, condemnation or failure of title as to any part or parcel of the subdivision known as Hermitage Hills shall have the effect to modify, invalidate or annul the effectiveness of this agreement with respect to the remainder of said subdivision.

IN WITNESS WHEREOF, parties have caused this instrument to be duly signed, the corporate party by its President, with

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

On this 30th day of March, 1965, before me appeared LeROY STOVESAND, to be personally known, who being by me duly sworn, did say that he is the President of the BONDED INVESTORS GROUP, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said LeROY STOVESAND further declared 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 at my office the day and year last above written.

My Commission expires April 25, 1967.

LEONA GEIGLE
Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

On this 30th day of March 1965, before me appeared LeROY STOVESAND, MAXINE FINE, H. GLENN WEBER AND STEPHEN WEBER, to me personally known, who being by me duly sworn, did say that they are the Trustees of the BONDED INVESTORS GROUP, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said LeRoy Stovesand, President.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

My Commission expires April 25, 1967.

LEONA GEIGLE
Notary Public