

# Welcome To



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## Trustees for Country Place

Michael Toler	2466 Country Wood Drive	434-1785
Janet Bergh	12221 Spring Place Court	542-9845
Darren George	2427 Country Wood Drive	434-1915

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Welcome to Country Place Subdivision. We, your fellow homeowners, think you have made a wise decision. We are pleased to have new residents in the subdivision and look forward to meeting you.

Listed above are the Country Place Subdivision volunteer trustees. The trustees are fellow homeowners and elected at-large by the residents. The trustee's primary responsibility is to enforce the Indenture of Trust and Restrictions as well as manage the assessment fees paid annually by each homeowner.

Throughout the year, the subdivision sponsors a number of social events such as the Easter Egg hunt in April and the annual Country Place Picnic in the fall. Newsletters are published throughout the year announcing such events as well as any subdivision news. If you would like to participate in the planning of subdivision activities, please call any of the above listed trustees.

Once again, welcome to Country Place Subdivision.

INDENTURE OF TRUST AND RESTRICTIONS  
FOR COUNTRY PLACE PLAT

THIS INDENTURE, made and entered into this 16th day of August, 1976, by and between Taylor-Hitt Construction Company, Inc. a Missouri corporation, "Party of the First Part", and Benton Taylor, Barry S. Simon, and William Taylor all of St. Louis County, Missouri, "Trustees", WITNESSETH.

WHEREAS, the County Council of St. Louis County, Missouri, by Ordinance No. 5150 approved August 11, 1969, gave preliminary approval to a Planned Environment Unit for a 306.4 tract of land described therein; and

WHEREAS, there has been recorded a Final Development Plan for said 306.4-acre tract under the name of Pheasant Run approved by the St. Louis County Planning Commission in accordance with the provisions of §1003.187 of the SLCRO, in Plat book 133, Pages 8 and 9 of the St. Louis County Recorder's Office; and

WHEREAS, Party of the First Part has recorded the plat of Country Place Plat 11 Section of Pheasant Run Planned Environment Unit as Daily No. 307 on the 17th day of August 1976, in the St. Louis County Recorder's office, same being a part of the aforementioned 306.4-acre tract; and

WHEREAS, "Common Land" for park and recreational areas has been reserved in Country Place Plats 10 through 16; and WHEREAS, there will be designated, established and recited on the recorded plat of Country Place Plat Eleven, certain streets, and certain easements which are for the exclusive use and benefit of the owner or owners of the lots and parcels shown on said subdivision: (except those streets or easements which are now 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, parks and other facilities and public utilities for the use and benefit of the owner or owners of the lots shown and to be shown on said plat of said above-described tract; and

WHEREAS, it is the purpose and intention of this Indenture  
to preserve said tract of land as a restricted neighborhood and to protect same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restrictions to all of said land and every parcel thereof, and all "Common Land" herein created, and also in favor or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and 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; and

WHEREAS, Party of the First Part will by separate instrument convey to the Trustees and

establish as "Common Land" as will be designated on the plats of Country Place Plats 10 through 16; and

WHEREAS, under said instrument, the Trustees shall hold said land for a period of twenty (20) years, after the expiration of which period of time fee simple title thereto shall vest in all the then record lot owners of all lots and parcels in all plats of Pheasant Run as tenants in common, but the rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of lots and parcels in said recorded plats and any conveyance or change of ownership of any lot or lots in said subdivision shall carry with it ownership in common property so that none of the owners of lots in said recorded plats and none of the owners of the common property shall have' such rights of ownership as to permit them to convey their interest in the common property except as is incident to the ownership of a regularly platted lot, and any sale of any lot in said recorded plats shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided, however, that all of the rights, powers and authority conferred upon the Trustees of said recorded plats shall continue to be possessed by the said Trustees.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors, and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors, and assigns, any of the lots in said Country Place Plats 10 through 16, all as described herein as follows, to-wit:

I.

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

The Trustees for Country Place Plat Eleven shall be Benton Taylor, Barry S. Simon, and William Taylor

designated herein as "Trustees", who, by their signature to this instrument, consent to serve in that capacity for terms which shall expire at such time as Party of the First Part no longer owns at least one (1) lot in Country Place Plats 10 through 16. Whenever any Trustee resigns, refuses to act, becomes disabled 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 Trustee or Trustees. Any successor so appointed must, however, be a lot or parcel owner in Country Place Plats 10 through 16, or officer or agents of any corporate owner, and if such lot owner sells his lot, then his successor shall be appointed in the same manner by the remaining Trustees or Trustee.

At such time as 50% of the single-family lots are sold, Party of the First Part shall cause the resignation of one (1) of the original Trustees, and a new Trustee shall be chosen by the purchasers of the single-family lots, who shall serve until such time as ninety-five (95) percent of the single-family lots have been sold, when Party of the First Part shall cause the resignation of all Trustees and owners of single-family lots shall select three Trustees, to serve for one, two and three years respectively, in order to obtain continuity of Trusteeship. Thereafter, all Trustees shall be elected for terms of three (3) years each. All such elections shall be by lot owners, upon notice signed by the Trustees then in office, or, should there be no such Trustees, then by three (3) such lot owners, sent by mail to or personally served

upon, all record lot owners, at least ten (10) days prior to the date set for the meeting to be held for the purpose of electing 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, residential lot owners, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. 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. A majority of the lot owners shall constitute a quorum for the purpose of electing Trustees or for any other business purpose coming before a meeting. Should an elected Trustee resign, refuse to act, become disabled or die, the remaining Trustees shall appoint a lot owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting.

## II.

### RESERVATION OF EXPENDITURES

The party of the first Part reserves the right to receive and retain any money or consideration which may be refunded or allowed on account of any sums 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, consulting fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the within-described tract.

## III.

### TRUSTEES' DUTIES AND POWERS

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

1. To acquire and hold all "Common Land" in accordance with and pursuant to the aforesaid Order of the St. Louis County Council and in accordance with and subject to the provisions of this instrument. They shall deal with any "Common Land" so acquired as hereinafter required.
2. To exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), street lights, gates, common land, park area, (including areas in cul-de-sacs, median stripe and entrance markers), shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded plat of said above-described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, roads, street lights, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires, and other facilities and public utilities for services to the lots shown on said plat.
3. To exercise control over the Common Land as shown on Country Place Plats 10 through 16; to pay real estate taxes and assessments on said common Land out of the general assessment hereinafter provided for; to grant easements which may be necessary for the proper use and development of said Common Land; to maintain and improve with shrubbery, vegetation, decorations, buildings,

recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots' in said subdivision, all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land, all for the benefit and use of the owners of the lots in this subdivision and according to the discretion of the said Trustees.

4. Publicly to dedicate any private streets constructed or to be constructed on said Common Land and whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

5. To prevent as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

6. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

7. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to grade proposed therefore. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools, or tennis courts, accessory buildings and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

8. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9. At such time (twenty (20) years after the date of any Warranty Deed by which the Trustees acquired the "Common Land") as the then lot owners of Country Place Plats Ten through Sixteen

become owners of part or all of the "Common Land" 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 said "Common Land" 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 Land" by the County of St. Louis or other governmental body or agency.

10. In the event it shall become necessary for any public agency to acquire all or any part of the property subsequently conveyed to the Trustees, for any public purpose, the Trustees, during

the period of trust, as well as, thereafter during the times 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 property, roads, or easements.

11. The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provision of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they may deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

#### IV.

#### ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots in Country Place Plats 10 through 16 for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1.A. The Trustees and their successors are authorized to make uniform assessments in each calendar year except as hereinafter provided of an amount not to exceed One Hundred Dollars (\$100.00) against each single-family lot which is a lot of record on the date the assessment is levied, all for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein provided, and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain and operate streets, if required, "Common Land" and recreational facilities located thereon, utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly 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 any expenditure requiring an

assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated an estimated amount required. If such project and the 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 two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of the owners of two-thirds (2/3) majority of the lots, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Dollars (\$100.00) per calendar year for general purposes set forth in 1A above, shall not apply to any assessment made under the provisions of this paragraph.

2. All assessments made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

A. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

B. Every such assessment shall become due and payable within thirty (30) days after notice is given hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten per cent (10%) per annum until paid, and such payment and interest shall constitute a lien upon said lot upon which the residence is situated, and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessments (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments on account of any assessments.

3. The Trustees shall deposit the funds coming into their hands as Trustees in either a bank insured by the Federal Deposit Insurance Corporation, or in a savings and loan association insured by the Federal Savings and Loan Insurance Corporation, at interest, when such deposit is deemed feasible by them. They shall designate one of their number as Treasurer of the subdivision funds collected under the provisions of this instrument. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the Trustees.

4. All rights, duties, powers, privileges and acts of every nature and description which said Trustee 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 damages, as they may deem necessary and proper.

6. Notwithstanding any other condition 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.

V.

INDENTURE OF RESTRICTIONS

Party of the First Part, being the owner of the following described real estate lying and being situated in the County of St. Louis, State of Missouri, and being more particularly described as:

Country Place Plat 11 Section of Pheasant Run Planned Environment Unit, according to the Plat thereof recorded on the 17th day of August, 1976 as daily No. 307 in the office of the Recorder of Deeds for St. Louis County.

by this Indenture do impose upon all the lots in the aforesaid Country Place Plats 10 through 16, and all "Common Land" established therein, the following restrictions and conditions, to-wit:

1. No structure shall be erected on any single-family lot other than one detached single-family dwelling not to exceed two stories in height and one or two-car attached garage or carport.

2. No single-family residence shall be erected on any lot nearer the front lot line, or, side lot line if the lot is a corner lot, than the building line shown on the recorded plat, nor nearer than six (6) 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 upon an adjoining lot.

3. No single-family dwelling having a ground floor square foot area of less than eight hundred (800) square feet in one-story or split level residences, nor less than one thousand (1,000) square feet in residences of more than one story, shall be erected on any lot.

4. No residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family.

5. No tent, shack, barn, or other outbuilding shall be permitted in the subdivision, nor shall any basement or garage in the subdivision be used as a residence, temporarily or permanently, or shall any residence of a temporary character be permitted.

6. No signs of any kind shall be displayed to the public view on any lot or parcel except one professional sign of not more than one (1) foot square, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

10. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted

upon or in any lot. No derrick or other structure designated for use in boring for lot or natural gas shall be erected, maintained or permitted upon any lot.

11. No fence shall extend in front of the building line of any lot in said subdivision, nor shall be more than six (6) feet in height.

12. The Trustees named under the Indenture of which these restrictions are a part, shall be the Trustees of this subdivision and are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

13. 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 Successor Trustees shall be entitled to any compensation fee for services performed pursuant to this covenant.

14. The Trustees shall have the power to approve or reject \ all plans and/or specifications for the construction, reconstruction, addition to, or alteration of any building, fence, wall or other structure of any kind, as well as plans and/or specifications for the location of the structure or structures on the lot or lots and the grading and landscaping treatment. No work shall be started upon any of the above improvements until the plans and/or specifications for same have been submitted to and received the written approval of the Trustees. The Trustees shall have the right to refuse to approve any design which, in their opinion, is not suitable or desirable, taking into consideration the type of materials to be used, harmony of the structure or structures with the surroundings, the effect of the building or alteration therein, as planned, on the outlook from adjacent or or-neighboring property, and any and all other factors which, in their opinion, may affect the desirability and suitability of the subdivision as desirable residential area. The Trustees shall either approve or reject said plans and/or specifications within thirty (30) days after receipt thereof, and if the Trustees fail to act within said time, the plans and/or specifications shall be considered as approved.

15. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically under the provisions of Section VI(1) set out below.

16. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore.

17. No above-ground structure, other than required street lights, may be erected within a cul-de-sac,

divided street entry islands, or median strips, without the written approval by the Department of Highways and Traffic.

VI.

GENERAL PROVISIONS

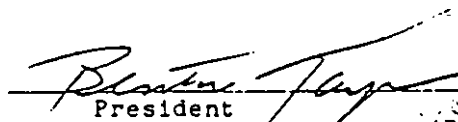

These general provisions shall apply to the foregoing Indenture of Trust and Restriction provisions:

1. Provisions herein may be amended, modified or changed from time to time by Party of the First Part so long as it owns a lot in Country Place Plats 10 through 16 by recording in the office of the recorder of deeds of St. Louis County, Missouri, provided such amendment, modification or change is approved by the Planning Director or other appropriate office or officer of St. Louis County, Missouri. Thereafter, this Indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of all the owners of lots or parcels with any such amendment, modification or change being recorded in the office of the Recorder of Deeds of St. Louis County, Missouri. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees or to eliminate the requirement that there the Trustees.

2. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect to modify, invalidate or annul any of said tract, saving always the right to amendment or modification or repeal as hereinabove expressly provided.

IN TESTIMONY WHEREOF, the Party of the First Part and the Trustees have executed this Indenture the day and year first above written.

TAYLOR-HITT CONSTRUCTION COMPANY, INC.

  
President  
"Party of the First Part" 

Robert N. Volz

Benton Taylor  
Benton Taylor

Barry S. Simon  
Barry S. Simon

William Taylor  
William Taylor

"Trustees"

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

Notary Public

Robert N. Volz

My term expires:

July 12, 1977

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

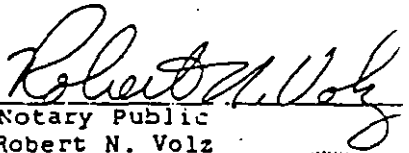
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On this 16<sup>th</sup> day of August, 1976, before me personally appeared Benton Taylor, Barry S. Simon, and William Taylor to me known to be the persons described in and who executed the forgoing instrument, and acknowledged that they executed the same as their free act and deed as Trustees aforesaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and have affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

July 12, 1977

  
Notary Public  
Robert N. Volz



