

PAGE 358

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GERALD E SMITH, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
AMDT	MASON VALLEY WOODS RESID ASSN		
PROPERTY DESCRIPTION:	MASON VALLEY WOODS (FORMERLY TIBERSON) DEV.		

Lien Number

Notation  
X

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number  
00232

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 4 day of April 2014 at 10:49AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

MLM2  
Deputy Recorder



*Gerald E. Smith*  
Recorder of Deeds  
St. Louis County, Missouri

Mail to:

MARY WHALEY  
1645 MASON KNOLL RD  
ST LOUIS, MO 63131

Destination code: VC M

RECORDING FEE 30.00  
(Paid at the time of Recording)

Amendment of Indenture of  
Trust and Restrictions of  
Mason Valley Woods,  
St. Louis County, Missouri

Whereas, an Indenture of Trust and Restrictions of Mason Valley Woods was executed on April 15, 1973 and recorded in Book 6656 at page 348 of the land records of St. Louis County, Missouri, and

Whereas, that document authorizes the indenture to be amended, modified and changed by the written consent of two-thirds (2/3) of the owners of the lots subject thereto and the approval of a majority of the Board of Directors of the Trustee, and

Whereas, it has been determined that it would be beneficial to the purposes of the Trust to amend Article III, section (1)(a) of the Indenture to change the assessment provisions,

Now, therefore, having obtained the written approval of two-thirds of the owners of the lots subject to the indenture and the approval of the majority of the Board of Directors of the Trustee, Article III, section (1)(a) of the Indenture of Trust and Restrictions is amended by deleting the amount of "Seventy-Five Dollars (\$75.00) in the first paragraph of Section (1)(a) of Article III and substituting Three Hundred Dollars (\$300.00) in lieu thereof and deleting the second paragraph of Section (1)(a) of Article III in its entirety and adding in lieu thereof the following:

After January 1, 2015, the Trustee and its successors and assignees may raise the fixed annual assessment in any increments not to exceed an additional Seventy-Five Dollars (\$75.00) anytime within a five year period.

In Witness Whereof the Trustee executes this amendment to the Indenture on March 20, 2014.

Mason Valley Woods Residents  
Association, Trustee

by Mary W. Haley  
President

MARY W. HALEY

5  
Station

Resolution

Pursuant to the authority granted in Article V, Section (3)(b) of the Indenture of Trust and Restriction of Mason Valley Woods, the Board of Directors approves the amendment of the Indenture by deleting the amount of "Seventy-Five Dollars (\$75.00) in the first paragraph of Section (1)(a) of Article III and substituting Three Hundred Dollars (\$300.00) in lieu thereof and deleting the second paragraph of Section (1)(a) of Article III in its entirety and adding in lieu thereof the following:

After January 1, 2015, the Trustee and its successors and assignees may raise the fixed annual assessment in any increments not to exceed an additional Seventy-Five Dollars (\$75.00) anytime within a five year period.

Certification

I, Deborah Davis, Secretary of the Corporation, do hereby certify that the above resolution was adopted by a majority of the Board of Directors on March 20<sup>th</sup>, 2014, a quorum being present.

Deborah M. Davis

Secretary

DEBORAH M. DAVIS

Attested by Deborah M. Davis  
Secretary

State of Missouri )  
                          ) SS.  
County of St. Louis )

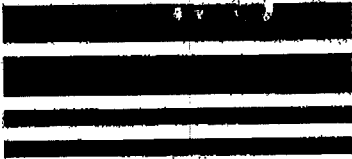
DEBORAH M. DAVIS

On this 20<sup>th</sup> day of March, 2014 before me appeared Mary Whaley and Deborah M. Davis, to me personally known, who, being my duly sworn, did say that they are the President and Secretary of Mason Valley Woods Residents Association, a corporation of the State of Missouri, and that said instrument was signed on behalf of said corporation, by authority of the Board of Directors and that they acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Kimberly J. Faulkenberry  
Notary Public

KIMBERLY J. FAULKENBERRY  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jefferson County  
My Commission Expires: March 06, 2015  
Commission Number: 11450199



\* 2009080400521 \*

JANICE M. HAMMONDS, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT  
AMDT

GRANTOR TO GRANTEE  
MASON VALLEY WOODS BY TRS

PROPERTY DESCRIPTION:

MASON VALLEY WOODS (FORMERLY TIBERSON) DEV.

Lien Number

Notation  
X

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number  
00521

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 4 day of August 2009 at 10:39AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

ELE2  
Deputy Recorder



*Janice M. Hammond*  
St. Louis County, Missouri

Mail to:



Destination code: VC P

RECORDING FEE 30.00  
(Paid at the time of Recording)

Amendment of Indenture of  
Trust and Restrictions of  
Mason Valley Woods,  
St. Louis County, Missouri

Whereas, an Indenture of Trust and Restrictions of Mason Valley Woods was executed on April 15, 1973 and recorded in Book 6656 at page 348 of the land records of St. Louis County, Missouri, and

Whereas, that document authorizes the indenture to be amended, modified and changed by the written consent of two-thirds (2/3) of the owners of the lots subject thereto and the approval of a majority of the Board of Directors of the Trustee, and

Whereas, it has been determined that it would be beneficial to the purposes of the Trust to amend Article III, section (2)(b) of the Indenture to allow notices of any assessments to be given electronically to the E-mail address of the lot owner.

Now, Therefore, having obtained the written approval of two-thirds of the owners of the lots subject to the indenture and the approval of a majority of the Board of Directors of the Trustee, Article III, section (2)(b) of the Indenture of Trust and Restrictions is amended by adding the following at the end of that section:

In lieu of mailing or posting, notice of all or any assessments may be given by electronic transmission to the E-mail address of the lot owner as it appears in the records of the Trustee, unless the lot owner gives the Trustee advance written documentation that the assessment should not be communicated electronically to the lot owner.

In Witness Whereof, the Trustee executes this amendment to the Indenture on

July 24, 2009.

Mason Valley Woods Residents  
Association, Trustee

by Mary Mahley  
President

Attested by Marian Kieninger  
Secretary

Trudi Kieninger

Resolution

Pursuant to the authority granted in Article V, Section (3)(b) of the Indenture of Trust and Restriction of Mason Valley Woods, the Board of Directors approves the amendment of the Indenture by adding the following to the end of Section (2)(b) of Article III:

In lieu of mailing or posting, notice of all or any assessments may be given by electronic transmission to the E-mail address of the lot owner as it appears in the records of the Trustee, unless the lot owner gives the Trustee advance written documentation that the assessment should not be communicated electronically to the owner.

Certification

I, Mary Haley, Secretary of the Corporation, do hereby certify that the above resolution was adopted by a majority of the Board of Directors on July 24, 2009, a quorum being present.

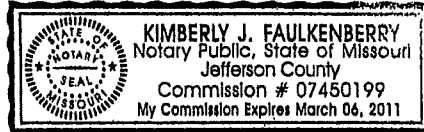
Mary Haley - Trustee  
Secretary                      President

State of Missouri )  
                          ) SS.  
County of St. Louis )

On this 24<sup>th</sup> day of July, 2009, before me appeared Mary Haley and Marian O. Niway to me personally known, who, being by me duly sworn, did say that they are the President and Secretary of Mason Valley Woods Residents Association, a corporation of the State of Missouri, and that said instrument was signed on behalf of said corporation, by authority of the Board of Directors and that they 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.

Kimberly J. Faulkenberry  
Notary Public





Book 6656 page 348 - 370  
Book 6656 page 348-370

INDENTURE OF TRUST AND RESTRICTIONS  
OF  
MASON VALLEY WOODS (formerly Tiberon)  
ST. LOUIS COUNTY, MISSOURI

This Indenture, made and entered into this 11<sup>th</sup> day  
<sup>April</sup> of September, 1977 by and between IRVIN H. RAISHER CO., a Missouri  
corporation and METCALFE-DESHETLER COMPANY, INC., a Missouri  
corporation, Parties of the First Part, and MASON VALLEY WOODS  
RESIDENTS ASSOCIATION, a Not-for-Profit Corporation of the State  
of Missouri, Party of the Second Part, hereinafter referred to as  
"Trustee,"

W I T N E S S E T H:

WHEREAS, the County Council of St. Louis County, Missouri,  
by its Ordinance No. 5316 dated January 14, 1970,  
approved a Planned Environment Unit Plan and a preliminary develop-  
ment plan for a parcel of land containing 80.94 acres to be known  
as TIBERON SUBDIVISION, and

WHEREAS, the proposed name of said subdivision has been  
changed from Tiberon to Mason Valley Woods, and

WHEREAS, the St. Louis County Planning Commission in  
accordance with the provisions of Section 1003.187 of the SLCRO has  
approved the Development Plan of MASON VALLEY WOODS, which Development  
Plan is recorded in Plat Book 145 at page 60 of the St. Louis County  
Records, and

WHEREAS, the Parties of the First Part are the owners of  
the said tract of land situated in the County of St. Louis, State  
of Missouri, which is more particularly described as follows:

A tract of land being Lots 1 and 2 of the partition of  
Christian Burkert's Estate in Township 45 North, Range 5  
East, St. Louis County, Missouri and more particularly  
described as follows:

Beginning at a point, said point being the Southeast corner of Lot 2 of Partition of Christian Burkert's Estate according to the plat thereof recorded in Plat Book 5, Page 50 of the St. Louis County Recorder's office, thence along the South line of Lot 2, being also the North line of Lot 3, South 89 degrees 53 minutes West 1634.76 feet to a point, thence North 10 degrees 10 minutes West 1219.64 feet to a point, thence South 79 degrees 55 minutes 30 seconds West 335.98 feet to a point, thence North 10 degrees 16 minutes 30 seconds West 650.68 feet to the Northwest corner of said Lot 1, thence along the North line of Lot 1, North 79 degrees 54 minutes East 335.36 feet and North 81 degrees 52 minutes 30 seconds East 873.34 feet to a point, thence South 9 degrees 46 minutes East 175.91 feet to a point, thence continuing along the North line of said Lot 1, South 89 degrees 50 minutes 30 seconds East 1069.36 feet to the Northeast corner of Lot 1, thence along the East line of Lots 1 and 2 South 0 degrees 05 minutes East 947.67 feet and South 0 degrees 06 minutes 30 seconds East 836.89 feet to the point of beginning containing 80.94 acres.

WHEREAS, Parties of the First Part contemplate that the aforesaid property shall be subdivided and that plats thereof designated MASON VALLEY WOODS PLAT NO. 1, MASON VALLEY WOODS PLAT NO. 2, MASON VALLEY WOODS PLAT NO. 3, etc., will be prepared and recorded in the St. Louis County Recorder's office pursuant to and in conformity with Ordinance Section 1003.187 SLCRO; and

WHEREAS, "Common Ground" for parks and recreational areas has been reserved in said above-described tract as indicated on said plat and to be indicated on the subsequent plats of said above-described tract to be submitted and approved by the County Council, which plats including the said "Common Ground" of said subdivision shall be recorded in the Office of the Recorder of Deeds of St. Louis County at such time as they are approved by the St. Louis County Council or proper officials of the St. Louis County; and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of MASON VALLEY WOODS, certain streets, common ground and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown and to be shown on said subdivision plats (except those streets or

easements which are now or may hereafter be dedicated to public and agencies) and which have been provided for the purposes of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks, lakes, 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 plats of the above-described tract; and

WHEREAS, the Parties of the First Part have caused the above tract of land to be subdivided and the subdivision thus created, being known as "MASON VALLEY WOODS", in plat thereof; fully approved under the law by the properly constituted authorities of the County of St. Louis and recorded in Plat Book 149 at Page 81 in the office of the Recorder of Deeds of the County of St. Louis, State of Missouri, and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adopting of a common neighborhood plat and scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel, and all "Common Ground" but also in favor of or against said parcel as against or in favor of all other parcels within said residential areas in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders of any or all of said parcels and to foster the health, welfare, safety and morals of all whom own or reside in said areas; and

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

WHEREAS, Party of the First Part has, by separate instrument simultaneously herewith, conveyed fee simple title to the Trustee and established the following as "Common Ground":

The area designated as "Common Ground" on Plat No. 1 of MASON VALLEY WOODS, according to Plat thereof recorded on the 25<sup>th</sup> day of April, 19 73, as Daily No. 190 of the St. Louis County Recorder's Office.

→ RR 149-188

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, for themselves, and their successors and assigns, and for an upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their successors or assigns, any of the lots and parcels of land in MASON VALLEY WOODS, and in each further plat of MASON VALLEY WOODS from the afore-described property, all as described herein as follows, to-wit:

I.

RESERVATION OF EXPENDITURES

The Parties of the First Part reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sum previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

II.

TRUSTEE'S DUTIES AND POWERS

The Parties of the First Part hereby invest the Trustee

and its successors and assigns with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

(1) The Trustee shall acquire and hold the "Common Ground" hereinabove described and conveyed to the Trustee by separate instrument of even date herewith, which said "Common Ground" is set forth and shown on MASON VALLEY WOODS PLAT NO. 1, a subdivision, and any subsequently recorded plat of MASON VALLEY WOODS for which land this Indenture of Trust and Restrictions is adopted.

The Trustee shall deal with any "Common Ground" so acquired under the provisions hereinafter set forth.

(2) To exercise such control over the easements, street, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, lakes, park areas, shrubbery, storm water sewers, sanitary sewer trunks, 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, common ground, lake, and roads, etc., by the necessary public utilities and other, including the right to it and others to whom it 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 and dwellings shown on said plats.

To abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when the Trustee

determines that it is in the best interest of the subdivision that same be abandoned.

(3) To exercise control over the Common Land as shown on said MASON VALLEY WOODS PLAT NO. 1 and any subsequently recorded plat of MASON VALLEY WOODS; to pay real estate taxes and assessments on said Common Land out of the general assessment hereinafter provided for, to maintain and improve same 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, recreation, entertainment, education and general use of the residents in said subdivision, all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions, including reasonable fees and charges of the use of said Common Land and all improvements thereon, all for the benefit and use of the residents 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.

In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustee for any public purpose, the Trustee, during the period of Trust as well as 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 acquisition by eminent domain become necessary, only the Trustee need be made a party, and in any event the proceeds received shall be held by the Trustee for the benefit of those entitled to the use of the common property, roads or easements.

(5) To prevent as Trustee 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 Trustee covering 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 Trustee 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 Trustee or its officers, 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, exterior television and/or radio antennas, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, exterior television and/or radio antennas, 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 shall be first had the written approval of the Trustee to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustee fails to approve or disapprove within thirty (30) days after building plans or

other specifications for fences, exterior television and/or radio antennas, swimming pools or tennis court, accessory buildings and other outbuildings have been submitted to it hereunder, approval will not be required and the applicable 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, exterior television and/or radio antennas, 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) To establish and fix minimum costs which shall apply to buildings and structures which may be erected on said lots as the Trustee deems necessary and desirable in order to maintain a high character of the buildings and structures which may be erected on said lots. Minimum costs so established shall at all times be subject to revision or abandonment at the discretion of the Trustee in order to provide that the buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

(10) The Trustee may provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage, and may otherwise provide for the public health, safety, welfare and morals of lot owners and assume contracts for such purposes covering such periods of time as it may consider advisable.

(11) The Trustee may receive, hold, convey, dispose of and administer IN TRUST for any purposes mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.



(12) The Trustee in exercising the rights, powers, and privileges granted to it, and in discharging the duties imposed upon it by the provisions of this Indenture, may from time to time enter into contracts, employ agents, attorneys, accountants, servants, clerks, other employees and labor as it deems necessary or advisable, and to institute and prosecute such suits as it deems necessary or advisable, and defend suits brought against it in its capacity as Trustee, or against its officers, Directors and employees.

(13) At the discretion of the Trustee, in the interest of the health, welfare, safety and morals of the lot owners and home owners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or Municipal regulation, said Trustee shall have the right and power:

(a) To provide lights on streets, parks, gateways, entrances, common property and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes, and pedestrian ways and to clear streets, gutters, sidewalks and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere in the interest of health, welfare, safety and morals within the land subject hereto;

(b) To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage;

(14) The right and power to establish, operate, conduct, regulate, maintain, repair, such common property, buildings, and facilities as may exist or be established on the land subject hereto;

to make rules and regulations, not inconsistent with the law and  
his Indenture, for the use and operation thereof and in every and  
all respects govern the operation, functioning and government thereof.

(15) The Trustee shall have the full and unqualified

right, power and authority concerning all of the property, real,  
personal or mixed, owned or held by said Trustee to:

(a) Make all contracts and incur all liabilities  
necessary, related or incidental to exercise of the Trustee's powers  
and duties hereunder including the construction of improvements.

(b) Purchase insurance against all risks, casualties  
and liabilities of every nature and description;

(c) To borrow money on same; encumber and hypothecate  
same; make and execute promissory notes or incur liabilities and  
obligations secured by deed of trust, mortgage, lien or encumbrance  
on same;

(d) To make all types of permanent, temporary, con-  
struction or other loans;

(e) To use, handle, manage, control, operate, hold,  
deal in and in all respects treat with same, limited only as provided  
in this instrument.

(16) Notwithstanding any other provisions in this Indenture,  
in the event that the trust with respect to common property is in  
effect at the end of thirty (30) years from the date of this Indenture  
or, if earlier terminated, at the time of such termination, the  
Trustee shall convey, by Warranty Deed, all of the common property,  
if any, to the then owners of lots in MASON VALLEY WOODS SUBDIVISION  
(regardless of plat number) as joint tenants, but the rights of said  
joint tenants shall be only appurtenant to and in conjunction with  
their ownership of lots in said MASON VALLEY WOODS, and any conveyance.

or change of ownership of any lot or lots in MASON VALLEY WOODS shall carry with it ownership in common property so that none of the owners of lots in MASON VALLEY WOODS (regardless of plat number) 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 an incident to the ownership of a regularly platted lot, and any sale of any lot in MASON VALLEY WOODS (regardless of the plat number) 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 Trustee of MASON VALLEY WOODS shall continue to be possessed by the said Trustee.

### III.

#### ASSESSMENTS

The Trustee and its successors and assigns are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision 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 Trustee and its successors and assigns are authorized to make uniform assessments, except as hereinafter provided, of an amount not to exceed Seventy-Five Dollars (\$75.00) per lot in each calendar year upon and against the lots in said subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustee as herein described and for the further purpose of enabling the Trustee to defend and enforce restrictions, adequately to maintain streets, if required, "Common Ground", utilities, parking spaces and trees in the cross-walks, and to dispose of garbage or rubbish, to perform or execute

any powers or duties provided for in this instrument, or properly to protect the health, safety and general welfare of the residents in said Subdivision.

Commencing with the sixth annual assessment to be made hereunder and each five years thereafter, the fixed annual assessment per lot shall not exceed the greater of: (a) \$75.00 or (b) the number of dollars equivalent to the purchasing power of \$75.00 for the month in which this Indenture is recorded. Such number of dollars shall be determined by dividing \$75.00 by the index for said month of recording as computed in the Consumers Price Index made by the Bureau of Labor Statistics of the United States Department of Labor, and then multiplying the quotient by the similar index number for the month in which the sixth annual assessment commences. If the Bureau of Labor Statistics shall change the base period in effect during the month in which this Indenture is recorded, the new index figure applicable as a divisor and multiplier shall be correspondingly changed. In the event such statistics shall no longer be available, the most nearly similar statistics showing the purchasing power of United States dollars shall be used instead, and the table to be used shall be designated by the Trustee.

(b) If at any time the Trustee shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, it shall submit in writing to the then owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the owners of lots called by the Trustee, upon not less than ten (10) days written notice by a two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of two-thirds (2/3) of the said owners, the Trustees shall notify, all owners in said tracts of the additional assessment. The limit of the annual assessments for general purposes as set forth in 1(a) above, shall not apply to any assessment made under the provision of this paragraph 1(b). In no event shall any

meeting be valid unless a quorum is present as defined by the By-Laws of the Trustee.

(c) In the event the Trustee becomes legally obligated for payments in excess of the funds available pursuant to the assessments provided by paragraphs (1) (a) and (1) (b) hereof and such obligations were imposed on the Trustee other than by voluntary action, the Trustee shall have the right, power and authority to make a uniform assessment in an amount equal to pay such obligation, which amount shall be equally divided among the several lots in the Subdivision. The Trustee may, if it determines this special assessment to be too large to be paid in one year, amortize the same for two or more years.

(2) All assessments, made by the Trustee for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit:

(a) The Trustee shall annually prepare a budget in which the anticipated revenue and the anticipated expenditures for the ensuing year are set forth. The Trustee shall attempt to limit the anticipated expenditures so that the same do not exceed the anticipated revenues. A copy of such budget shall be mailed with the notice of assessments provided in paragraph (2) (b) hereof.

(b) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of a 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 or dwelling unit itself.

(c) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight percent (8%) per annum until paid, and such payment and interest shall

constitute a lien upon said lot, and said lien shall continue in full force and effect until said amount is fully paid. At any time after passage of the resolution levying an assessment and its entry in its minutes, the Trustee may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots or dwelling units and cause same to be recorded in ~~the Recorder's Office in the County of St. Louis, State of Missouri,~~ and the Trustee may, upon payment, cancel or release any one or more lots or dwelling units 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 dwelling unit affected, and the Trustee shall cause to be noted from time to time in the minutes of its proceeding, the payments made on account of any assessments.

(3) The Trustee shall deposit the funds coming into its hands as Trustee in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when deemed feasible by it, in its discretion. The Trustee shall designate one of its officers as "Treasurer" of the Subdivision funds collected under this instrument and said funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the Trustee.

(4) The Trustee is authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as it may deem necessary and proper.

(5) The assessment provisions of this Indenture shall not apply to any vacant lot owned by the Parties of the First Part, or either of them nor to any lot having thereon a building which lot and building are offered for sale by the Parties of the First Part, or either of them.

IV.

INDENTURE OF RESTRICTIONS

Parties of the First Part, being the owner of all lots contained in a tract of real estate lying and situated in the County of St. Louis, State of Missouri and being more particularly described as follows, to wit:

MASON VALLEY WOODS PLAT NO. 1, a Subdivision, according to the plat thereof recorded on the 25<sup>th</sup> day of April, 1971, as Daily Number 190 of the St. Louis County Recorder's Office,

by this Indenture does impose upon all the lots and "Common Ground" in the aforementioned MASON VALLEY WOODS PLAT NO. 1 the following restrictions and conditions, to wit:

(1) These restrictions 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 extended for continuing successive periods of ten (10) years each unless an instrument signed by the then owners of a majority of the lots is recorded, agreeing to change said covenants in whole or in part.

(2) No lot shall be used except for residential purposes and no dwelling building shall be erected, placed or permitted to remain on any lot other than one single family dwelling and a private attached garage or carport for not less than two (2) cars.

(3) The ground floor area of any main structure to be constructed, exclusive of basement, garage, or porches, shall not be less than 2000 square feet of actual living area for a one-story ranch house, nor less than 1100 square feet of actual living area for a dwelling of more than one story, it being the intention and purposes of these restrictions to assure that all dwellings shall be of the same quality or better than that which can be produced on the date these restrictions are recorded.

(4) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plats of said subdivision. No building shall be located nearer than twenty (20) feet to any building on an adjacent lot.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot;

(5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installations 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.

(6) No nuisances or noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No saloon, tavern, filling station, boarding house, rooming house, nursing home, or other commercial business may be conducted on said property. Club houses with related facilities may be constructed and operated on common ground provided the use thereof is limited to the lot owners and their guests. No building or premises shall be used for



purposes prohibited by law or ordinance, and nothing shall be done which may be or hereafter becomes a nuisance to the owners of lots.

(7) No fences or hedges shall be erected or placed on any lot nearer to any street than the minimum building set back lines shown on the recorded plats of said subdivision, nor shall any fence or hedge on a side yard be erected or placed in front of the line of the rear building wall. The type of all fences must be approved by the Trustee. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding any other provision of this Indenture, no fence, hedge, plantings, or trees, of any kind, shall be erected or placed, or planted on any lot which abuts or adjoins any part of the Common Ground without the express consent of the Trustee.

(8) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

(9) No sign of any kind shall be displayed to the public view except one sign of not more than four square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.

(10) All garages and carports must be attached to the main house (dwelling) unless otherwise approved by the Trustee, bath houses or other outbuildings shall be permitted if approved by the Trustee.

(11) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purpose. Nothing shall be done which in the opinion of the Trustee, may be or hereafter become a nuisance with respect to such permitted pets; and each lot owner shall comply with all ordinances and subdivision regulations of St. Louis County, Missouri, relating to the number, supervision, control, responsibility and maintenance of animals and/or pets in residential districts.

(12) Personal property, including but not limited to boats and trailers, shall not be placed or stored in the open or in unenclosed carports on any lot nearer to the front lot line than the rear line of the building, nor in the case of corner lots, nearer to the side building lines. This shall not prohibit the parking of passenger automobiles, licensed and in operating condition.

(13) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(14) Except temporarily in connection with construction work by a builder, no lot shall be used or maintained as a dumping ground for rubbish, and trash, garbage or other waste shall not be kept except in sanitary containers and shall be left

for collection only at the rear of a dwelling. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(15) No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Trustee. This provision shall not, however, require the consent of the Trustee for the sale of an entire lot as shown on a recorded plat.

(16) Nothing contained in this instrument shall restrict, limit, inhibit, or prevent the Party of the First Part from developing the Subdivision and building houses in accordance with the plans and designs of Party of the First Part and selling the same.

(17) No water course or finished grade which is once approved and established shall be altered or changed without the express, written approval of the Trustee.

V.

GENERAL PROVISIONS

(1) The members of the Trustee corporation shall be those persons who are the lot owners of the lots which are subject to this Indenture; said memberships being appurtenant to and in conjunction with the ownership of such lots. Any conveyance or change of ownership of any lot shall carry with it membership in the Trustee corporation. No member shall have a right to convey his membership in the Trustee corporation, except as an incident to the ownership of a regularly platted lot. The rules and provisions relating to the election of directors and the government of the affairs of the Trustee corporation shall be provided for in the By-Laws thereof.

(2) There are and will be situated in the above described tract certain areas designated as "Common Ground". The Trustee shall hereafter maintain and develop said Common Ground and related facilities in accordance with the aforesaid

development plan.

(3) This Indenture may be amended, modified and changed from time to time in accordance with the following provisions:

(a) For a period of five (5) years from the date hereof, the Trustee may amend, modify and change this Indenture by recording with the Recorder of Deeds of St. Louis County, Missouri such amendment, modification, or change, which document shall make specific reference to this Indenture; provided, however, the Trustee may not increase the annual assessment except as otherwise provided for herein.

(b) Thereafter this Indenture may be amended, modified and changed by the written consent of two-thirds (2/3) of the owners of the lots subject hereto and subject to the further approval of a majority of the Board of Directors of the Trustee. Any such amendment, modification, or change shall be recorded with the Recorder of Deeds of St. Louis County, Missouri.

(4) Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustee hereunder to maintain the Common Ground and the improvements thereon referred to herein shall not cease nor may this Indenture be amended, modified or changed to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustee under any subparagraph of Paragraph IV herein, nor may this Indenture be amended to eliminate the Trusteeship herein created.

(5) The Trustee is authorized and empowered to cooperate and to contract with the Trustee 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.

(6) The Trustee is authorized to act through a representative, provided, however, that the Trustee shall only be

responsible for its wrongful acts and shall not be responsible for wrongful acts of others. Neither the Trustee nor its directors, officers, or agents, shall be held liable for injury or damage to persons or property by reason of any act or failure to act of the Trustee, its directors, officers or agents. The Trustee shall be entitled to compensation for services performed pursuant to this covenant; provided, however, that the annual compensation payable to any lot owner acting as a director or officer of the Trustee corporation shall not exceed the annual assessment against his lot.

(7) 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 grant, covenants or agreements herein, with respect to the remainder of said tract, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

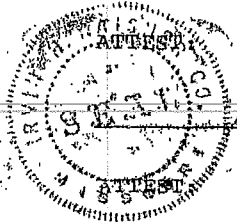
(8) It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or the said Trustee in behalf of or for the benefit of itself aforesaid, to proceed in law or in equity

against the person or persons infringing or attempting to in-  
fringe or omitting to perform such covenant either to prevent it,  
him or them from doing so or to recover damages or other dues  
(including attorney fees and court costs) for such infringement  
or omission. It is hereby declared and provided that while the  
covenants aforesaid shall be valid and binding, and must be  
observed, kept and performed by every owner and occupant of  
said parcels of land, or any part thereof, embraced in such  
covenant or covenants, yet they are not to be enforced personally  
against the Party of the First Part or against their successors  
and assigns, unless they, while owning or occupying or controll-  
ing some parcel of land or part thereof, shall have violated or  
failed to perform the covenant embracing such parcel or part  
thereof. It is and is hereby declared to be that each of the  
covenants and restrictions herein contained shall attach to and  
remain with each parcel of land in said area and to with all  
titles, interest and estates in same, and be binding upon every  
owner or owners, lessees and their occupants, or any parcel of  
land as fully as if expressly contained in proper and obligatory  
covenants and conditions in each contract and covenant of and con-  
cerning such parcels of land or any part thereof.

(9) Notwithstanding any other conditions in this Indenture  
of Trust and Restrictions, the Trustee shall make suitable provision  
for compliance with all subdivision and other ordinances, rules  
and regulations of St. Louis County, or any municipality of which  
the subdivision may become a part, including but not limited to  
street lights, roadways and easements, and for such purposes shall  
not be limited to the maximum assessment provided for in said Indenture.

IN WITNESS WHEREOF, the Party of the First Part

and the Party of the Second Part have hereunto executed this  
indenture the day and year first above written.



IRVIN H. RAISHER CO.

By *Irvin H. Raisher*  
President

METCALFE-DESHETLER COMPANY, INC.

By *James W. Metcalfe*  
President

*Arthur J. D. [unclear]*

PARTIES OF THE FIRST PART

MASON VALLEY WOODS RESIDENTS  
ASSOCIATION



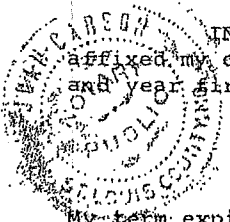
By *James W. Metcalfe*  
Pres

(No seal) *Irvin H. Raisher* Sec.

PARTY OF THE SECOND PART

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

On this 11<sup>th</sup> day of April, 1973, before me appeared  
IRVIN H. RAISHER, to me personally known, who, being by me duly sworn,  
did say that he is the President of IRVIN H. RAISHER CO., 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 in behalf of said corporation, by  
authority of its Board of Directors and said IRVIN H. RAISHER  
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.

JOAN CARSON  
Notary Public - State of Missouri  
My Commission Expires Nov. 21, 1974  
My term expires:

*Joan Carson*  
Notary Public

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

On this 24<sup>th</sup> day of APRIL, 1973, before me appeared  
JAMES W. METCALFE, to me personally known, who,  
being by me duly sworn did say that he is the President of METCALFE-  
DESHETLER COMPANY, 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 in behalf of said corporation, by authority of its Board of

Directors and said JAMES W. METCALFE 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.

*Mary F. Cole*



My term expires: MARY F. COLE  
My commission expires Sept. 4, 1974  
9, 1974

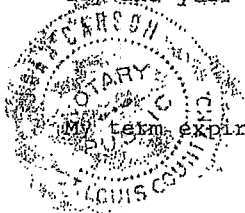
STATE OF MISSOURI )  
                          ) SS.  
COUNTY OF ST. LOUIS )

On this 11<sup>th</sup> day of April, 1972, before me appeared IRVIN H. RAISHER, to me personally known, who, being by me duly sworn did say that he is the President of MASON VALLEY WOODS RESIDENTS ASSOCIATION, 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 in behalf of said corporation, by authority of its Board of Directors and said IRVIN H. RAISHER 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.

*Joan Carson*

Notary Public



My term expires: JOAN CARSON  
Notary Public — State of Missouri  
My Commission Expires Nov. 21, 1974

BOOK 6656 PAGE 371

END OF DOCUMENT



State of Missouri )  
County of St. Louis ) 88.

I W. E. FAUKS Recorder of Deeds of and in the County of St. Louis,  
State of Missouri, do hereby Certify that the foregoing is a true and  
complete copy of Indenture and Restrictions of Mason Valley Woods  
Subd.

in the same appears of record in my office which is recorded in  
book 6656 Page 348-371

IN WITNESS WHEREOF I have hereunto set my hand and official seal,  
this 23rd day of November 1977.

*W. E. Faulks*  
Recorder of Deeds  
By *Lucille Dodge*  
Deputy Recorder