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RIVERWOOD ESTATES

DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS

ST. LOUIS COUNTY, STATE OF MISSOURI

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THIS DECLARATION, made this 19th day of March 1981, by and between COMMUNITY SAVINGS SERVICE CORPORATION (hereinafter known as the "Grantor"), and GIST BREWSTER, HAROLD H. SMITH and RICHARD R. GASTORF (hereinafter collectively called "Trustees"),

W I T N E S S E T H, THAT:

WHEREAS, Grantor is the owner of a tract of land situated in the County of St. Louis, Missouri, which it has caused to be subdivided, the plat of which is designated as Riverwood Estates Plat 1, and recorded as Daily No. 72 on the 6<sup>TH</sup> day of APRIL, 1981 in the Office of the St. Louis County Recorder of Deeds; and

WHEREAS, Grantor may, from time to time, subdivide additional property which it may subject to the terms and conditions of this Declaration; and

WHEREAS, Grantor has heretofore established certain conditions and restrictions covering the property described herein, which conditions and restrictions are set out in Riverwood Development, Master Indenture; and

WHEREAS, there have been or may be designated and established on said subdivision plat or plats certain easements and certain common areas for the purpose of constructing, maintaining and operating various utilities, sanitary sewer and storm water facilities, open space, recreational areas, streets, street lights, walkways and other facilities for the benefit of the owner or owners of the lots shown on said plat or plats; and

WHEREAS, it is the purpose and intention of this Declaration to create a means of cooperation between lot owners and home owners in said subdivision among themselves and under certain circumstances with lot owners and home owners in adjacent and adjoining lands, all in the interest of fostering and enhancing their health, safety and welfare and for the establishment of a harmonious atmosphere and common interests, facilities and recreational activities directed to

making for a wholesome spirit of neighborly understanding and cooperation; to insure the attractiveness of development and to preserve, protect and enhance the values and amenities of said properties by the adoption of a sound urban environmental plan and set of restrictions to govern said property, and to provide for the maintenance of said open spaces, recreational facilities, streets, street lights, walkways and other common facilities; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Grantor and of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein, and further, in consideration of the advantages to Grantor and the future owners of said lots, and with the agreement of the Trustees herein named to act as Trustees hereunder, Grantor hereby imposes the following covenants and restrictions on the above described tract of land:

I.

CREATION OF ASSOCIATION

All of the present and future lot owners or home owners in all lands as are now or shall be in the future subject to this Declaration, shall, as a group, hereby be established and hereby be known as "Riverwood Estates Home Owner's Association" and, as such lot owners or home owners shall have all of the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

II.

SELECTION OF TRUSTEES; MEETINGS OF LOT OWNERS

A. There shall be three (3) members of the Board of Trustees. The original Trustees are the persons named herein. During the period of service of the said named Trustees as members of the Board of Trustees, one or more of same shall be subject to removal by

Grantor with or without cause, and Grantor shall have the exclusive right to designate the successor to such removed Trustee for his unexpired period of service as provided for hereunder. Should any of the named Trustees, or their appointed successors, die, resign or cease to hold office as above set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail of or exercise the rights and powers hereby granted or bestowed upon them as members of the Board of Trustees under this Declaration, then and thereupon, Grantor shall have the exclusive right to designate the successor thereto for his unexpired period of service as provided for hereunder.

B. After Grantor has sold and conveyed fifty percent (50%) of all of the lots within the tract or tracts of land subject to this Declaration, HAROLD H. SMITH or his appointed successor, shall resign and his successor shall be elected by the lot owners under for a term of one (1) year at a special meeting of the lot owners to be called thereafter such successor being the nominee receiving the highest number of votes cast.

C. After Grantor has sold and conveyed ninety-five (95%) of all of the lots within the tract or tracts of land subject to this Declaration, RICHARD R. GASTORF or his appointed successor, shall resign and his successor shall be elected by the lot owners for a term of one (1) year at a special meeting of the lot owners to be called thereafter, such successor being the nominee receiving the highest number of votes cast.

D. After Grantor has sold and conveyed all of the lots within the tract or tracts of land subject to this Declaration, the remaining Trustee, or his respective appointed successor, shall resign and at a special meeting of the lot owners to be called thereafter his successor shall be elected by the lot owners for such term which shall be of such duration that, when considered with the terms of the other two (2) members of the Board of Trustees, the term of one (1), and only one (1), of said members shall expire each year. It is the intention of this instrument that after the expiration of their terms of office of the members of the Board of

Trustees first elected hereunder, each member of the Board of Trustees shall serve for a term of three (3) years and that said terms shall be staggered to the end that thereafter one (1) member of said Board shall be elected at each annual meeting of the lot owners.

E. Following the annual meeting of the lot owners as provided for herein, the Board of Trustees shall designate one (1) of its members to serve as Chairman, one (1) member to serve as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

F. There shall be an annual meeting of said lot owners to be held on the first Saturday of February of each year during the term of this instrument, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of said lot owners as may be called by any one of the members of the Board of Trustees, also to be held at a convenient place in the County of St. Louis. Ten (10) days' notice in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by the Trustees or by the Trustee calling said meeting, by depositing same in the United States mail, properly addressed and with postage prepaid. The successor to the elected member of the Board whose term has expired shall be elected by the lot owners at the annual meeting each year or at any meeting called for that purpose and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. Any lot owner who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Trustees, all of the estate, rights, interests, privileges and powers by this Declaration granted to the Trustees. In the event that any Trustee

elected hereunder shall die or cease to reside in the land subject to this instrument, or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Trustees under this Declaration, then and thereupon, it shall be the duty of the remaining Trustees to select a successor to fill the unexpired term.

G. All members of the Board of Trustees, except the Trustees herein named and their appointed successors, shall be residents of the land subject to this instrument.

H. Any business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting described above. All actions of the lot owners at annual or special meetings shall be by a majority of votes cast at such meeting. All actions of the Board of Trustees shall be by majority vote.

### III.

#### RESERVATION OF EXPENDITURES

The Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Grantor further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or common property within the land subject hereto.

### IV.

#### TRUSTEES' DUTIES AND POWERS

The Trustees shall have the following rights, powers, duties and obligations (subject and subordinate to the rights, powers, duties and obligations of the Senior Trustees as set forth in Riverwood Development, Master Indenture):

A. To acquire and hold the common property, as designated on any recorded final plat of the subdivision as being specifically dedicated to the Trustees hereunder, to exercise control over such common property, maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the owners of lots in the subdivision, to grant such easements and rights-of-way over such common property to such utility companies or public agencies or others as they shall deem necessary or appropriate, to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of said common property.

B. To exercise such control over the easements, streets, drives, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, walkways and rights-of-way, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the lots within the lands subject hereto, provided that no above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic; and to establish traffic regulations for the use of such streets, drives and walkways. To operate and maintain a system of street lights and pay electric utility payments on same at such time as said system is completed and delivered to the Trustees.

C. To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any right-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Trustees shall deem appropriate.

D. To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

E. To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Trustees, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

F. At the discretion of the Trustees, to provide security service and facilities and to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the property owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.

G. In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Board or to institute and prosecute such suit as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as members of the Board of Trustees.

H. To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

I. With regard to all property, real, personal or mixed, owned or held by them as members of the Board of Trustees, the full and unqualified right, power and authority to:

1. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Trustees' powers and duties hereunder, including the construction of improvements.

2. Purchase insurance against all risks, casualties and liabilities of every nature and description.

3. Borrow money, including making a permanent, temporary or construction loan, 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.

4. Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this Declaration or by law.

J. In the event it shall become necessary for any public agency to acquire all or any part of any common property as may be designated on any recorded final plat of the subdivision, for any public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and subject to the reservation by Grantor, as provided in Article III hereof, any monies, damage payments or condemnation award shall be held by the Trustees for the benefit of the owners of the lots subject hereto.

K. The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank, protected by the Federal Deposit Insurance Corporation, or in a state or federal savings and loan association, protected by the Federal Savings and Loan Insurance Corporation. The treasurer shall be bonded for the proper performance of the treasurer's duties in an amount to be fixed by the Trustees.

L. All rights, powers, duties, privileges and acts of every nature and description conferred upon the Trustees by the terms of this Declaration may be executed and exercised by a majority of the Trustees, unless otherwise provided herein. Members of the Board of Trustees shall not be personally liable for their acts in the



performance of their duties, except for dishonesty or acts criminal in nature.

M. 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 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 not otherwise accepted by a public agency or utility.

N. At such time as the then lot owners become owners of part or all of the common area theretofore held by the Trustees, the Trustees shall continue to exercise all of the same rights and powers and have the same duties and responsibilities with respect to such common area as herein set forth.

V.

ASSESSMENTS

A. Grantor, for each lot subject hereto, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay (except as to lots designated as exempt as hereinafter provided) annual assessments or charges and special assessments, same to be levied, collected and enforced as hereinafter provided.

B. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the general obligation of the person or persons owning such lot at the time such assessment became due.

C. The assessments levied hereunder shall be used exclusively for the purpose of promoting the health, safety, welfare and

recreation of the owners of the lots subject hereto, and including without limitation, the maintenance, operation and improvement of the common property, the easements, streets, drives, walkways and rights-of-way (except for such as have been or may hereafter be accepted by public bodies or agencies) and the performance of the duties, powers and rights of the Trustees as herein described.

D. The maximum annual assessment shall not exceed the sum of One Hundred Twenty-Five Dollars (\$125.00) per lot (except as hereinafter provided), provided, however, that such assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States Department of Labor Statistics, as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. The Trustees may, after consideration of current costs and anticipated needs of the lots subject hereto, fix the actual assessment for any year at less than the maximum herein authorized.

E. In addition to the annual assessment authorized hereinabove, there may be levied a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the common property or any easement, street, drive, walkway or other right-of-way provided for the benefit of the lots subject hereto, and including the provision of necessary fixtures or personal property related thereto upon the approval of a majority of the lot owners voting thereon, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall have been sent to all lot owners at least thirty (30) days in advance, setting forth the purpose of the meeting. In the event of such approval, the limitation hereinabove set forth shall not apply to the assessment made under the provisions of this paragraph.

F. The maximum assessment provided hereinabove may be increased by the Trustees, with the approval of a majority of the lot owners voting thereon, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall have been sent to all lot owners at least thirty (30) days in advance, setting forth the purpose of the meeting.

G. All assessments, either annual or special, shall be made in the manner and subject to the following procedure:

1. The Trustees shall levy each such assessment, at least thirty (30) days in advance of each assessment year, as established by the Trustees, provided, however, that the first annual assessment may be adjusted according to the number of months remaining in the assessment year, as fixed by the Trustees. All subsequent assessments shall thereafter be on a full assessment year basis. The due date for each assessment shall be established by the Trustees. If authorized by the Trustees, assessments may be payable in monthly or other periodic installments, with the entire balance of an assessment to become payable upon nonpayment of a periodic installment.

2. Notice of any assessment shall be given by the Trustees, either by mail, postage prepaid, addressed to the last known or usual post office address of the holder of legal title (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the assessable property itself.

H. If any assessment is not paid on the due date, as established by the Trustees, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot involved, which shall bind such lot in the hands of the then owner, his or her heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the personal obligation of the then owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title, unless expressly assumed by them.

I. If any assessment is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Trustees may bring legal action against the owner personally obligated to pay same, and, in addition, may execute and acknowledge an instrument receipting the levy of the assessment with respect to such lot and cause same to be recorded in the Office of the Recorder of Deeds of St. Louis County, and thereafter institute any appropriate legal action to enforce such lien, including, without limitation, by foreclosure and public sale. Upon payment, the trustees shall execute and record (at the expense of the owner of the affected lot) a release of such lien. All costs, including reasonable attorney's fees, incurred by the Trustees in enforcing the payment of any delinquent assessment shall be paid by the lot owner in default and the amount of such costs, including reasonable attorney's fees, shall be a lien against the lot involved until paid.

J. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any lot subject hereto, as to assessments which become due and payable prior to a sale or transfer of such lot pursuant to foreclosure of or in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term "mortgage" or "mortgages" shall include deed of trust or deed of trust.

K. The following lots and properties subject to this Declaration shall be exempt from the regular or special assessments, charges and liens created herein.

1. All common properties.
2. All properties exempted from taxation under the laws of the State of Missouri.
3. All lots prior to the completion of a dwelling unit thereon and the conveyance of such lot so improved, or prior to the occupancy of such improved lot under a lease for dwelling purposes.

VI.

USE RESTRICTIONS

The following restrictions shall apply to all land subject hereto and Grantor, for and on its behalf and on behalf of each and every subsequent owner of any lot therein, their grantees, lessees, successors and assigns, covenants that:

A. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Trustees.

B. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees. This provision shall not, however, require the consent of the Trustees for the sale of an entire lot as shown on a final recorded plat.

C. No commercial activity of any kind shall be conducted on any Lot or in any residence, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Grantor, or any other builder developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

D. No noxious or offensive activity shall be carried on upon any portion of the subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

E. Each Owner shall maintain and keep his Lot or residence in good order and repair.

F. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on the subdivision, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any lot or residence. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

G. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs

erected or displayed by Grantor or by builder-developers in connection with the development of the subdivision and the sale or rental of homes.

H. 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. No outbuildings, detached garages, sheds, barns, shacks or structures whether of temporary character or not other than the single family residence constructed on each lot shall be constructed or maintained on any lot or in any portion of the subdivision.

I. Personal property, including, without limitation, boats, trailers, trucks, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in the unenclosed carport on any lot, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any lot or on any subdivision streets overnight.

J. No cyclone or chainlink-type metal fencing shall be erected or maintained on any subdivision lot. All other fencing and permitted structures of any type to be located on any lot shall be submitted to the Trustees for their prior approval pursuant to Section VII hereof. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any lot, but shall be kept secured within the improvements located on each lot; provided that after sunrise on any day designated for trash pick-up, said trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that said trash cans or receptacles shall be removed and secured within the improvements for each lot prior to sundown of the same day.

K. 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 the subdivision. For purposes of this Indenture, lanes, and steps and shall not be considered part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

L. Nothing contained in this Indenture shall restrict, limit, inhibit or prevent the Grantor, its successors or assigns or any builder-developer from developing the subdivision and building houses and selling the same.

VII.

ARCHITECTURAL CONTROL

From and after such time as a lot becomes subject to assesment as provided in Section V hereof, no building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved by the Trustees. It is the intent of this Indenture that the restrictions of this Section VII shall not apply for Grantor or any subsequent builder-developer until such time as the lot is subject to assessment as provided in Section V hereof.

VIII.

EASEMENTS

A. Every utility easement on each lot shall constitute an easement for utility purposes to serve any other lot or common property.

B. In the event that any utilities and connections therefor serving a lot are located in part on a lot other than the lot being served by such utilities and connections, the utility company, the owner of a lot being served, and the contractors and employees of such company or owner shall have the right and easement to enter upon the lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

C. There shall be and is hereby impressed on each lot an easement for reasonable ingress and egress by or on behalf of the owner of any adjoining lot for the purpose of repair, maintenance or replacement of improvements on such adjoining owner's lot.

D. Should any portion of any dwelling or other improvement as originally constructed overhang or encroach on an adjacent lot, the owner of any such dwelling or other improvement shall have an easement on such adjacent lot so that such overhanging or encroaching portion of such dwelling or improvement shall be permitted, and including the right of such owner to enter upon such adjacent lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such dwelling or other improvement.

E. There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the lots on which they are located and the lots to which they provide access from a street. Said easements are to be held by the respective owners of each of said lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the lot owned by each of said owners. The owners of each of said lots shall be jointly responsible for the maintenance and repair of the driveway improvement located on each such easement and each such lot owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon thirty (30) days' written notice by the Trustees to each owner, the Trustees may cause such maintenance or repair to be provided and the reasonable cost thereof shall be a charge and lien against each lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such lot. Said charge shall be enforceable in the same manner as herein provided for annual and special assessments.

IX.

GENERAL PROVISIONS

A. The Trustees, or the owner of any lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, any of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance



by the Trustees or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Trustees against an owner of any lot or if the Trustees retain legal counsel without filing a legal action in order to enforce any covenant or restrictions herein contained or adopted pursuant to the Riverwood Development Master Indenture or Trustee rules or regulations or any action to recover damages on account of the breach of such covenant, restriction, rule or regulation, the owner of said lot shall be personally liable for and pay the Trustees' reasonable attorneys' fees and costs incurred with or without legal action. If said attorneys' fees and costs are not paid by the owner of said lot within thirty (30) days after the Trustees have given written thereof to the owner of said lot by certified mail, return receipt requested, then said fees and costs shall thereafter bear interest at ten percent (10%) per annum and the Trustees may execute and acknowledge an instrument reciting said debt and cause same to be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri; thereupon said debt shall become a continuing lien on the property of the owner of said lot which shall bind the owner of said lot, his heirs, successors and assigns. Said lien shall be enforceable and governed by Section V of paragraphs H, I and J hereof.

B. The covenants and restrictions of this Declaration shall run with and bind the land subject hereto in perpetuity unless terminated as provided herein. This Declaration may be terminated by an agreement of termination signed by the then owners of two-thirds (2/3) of the lots subject hereto and the Director of Planning of St. Louis County, Missouri. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement of termination has been sent to every owner at least ninety (90) days in advance of any action taken.

C. Provisions herein may be amended, modified or changed from time to time by the Grantor and the Trustees so long as the Grantor owns a lot in the subdivision by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided such amendment, modification or change is approved by the Director of Planning 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 within the subdivision 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 imposed upon or granted to the Trustees with respect to maintenance of common land and recreational facilities and the power to levy assessments therefor or to eliminate the requirement that there be Trustees unless some person, group of persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

D. Any amendments so adopted prior to the conveyance of all lots subject hereto as improved lots, which amendments affect any ordinance requirement or regulation of St. Louis County, shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri.

E. Grantor reserves the right to make additional property subject to the terms and conditions of this Declaration by written notice to the Trustees and by appropriate legend on the plat of record subdividing such additional land. In the event that any additional property is made subject to this Indenture, then all property subject to this Indenture shall be computed in determining any percentage of lots on lot owners as may be required hereunder, including, without limitation, the percentage of lots sold under Section II, B, C and D.

F. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears on the records as the record owner of the lot at the time of such mailing.

G. Invalidation of any of these covenants or restrictions by final judgment or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

GRANTOR:

COMMUNITY SAVINGS SERVICE CORPORATION

By *Michael J. Casserly*  
 Vice-President  
*Michael J. Casserly*

TRUSTEES:

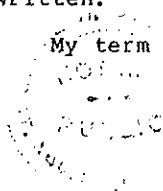
*Gist Brewster*  
 Gist Brewster  
*Harold H. Smith*  
 Harold H. Smith  
*Richard R. Gastorf*  
 Richard R. Gastorf

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

On this 19th day of March, 1981, before me appeared Michael J. Casserly to me personally known, who, being by me duly sworn, did say that he is the V.P. of COMMUNITY SAVINGS SERVICE CORPORATION, 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 Michael J. Casserly 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 the day and year first above written.

My term expires: September 7, 1981



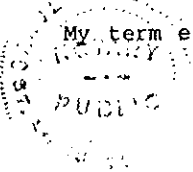
*Carol A. Oderman*  
 Notary Public  
 Carol A. Oderman

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

On this 19th day of March, 1981, before me personally appeared Gist Brewster, Harold H. Smith and Richard R. Gastorf, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires: September 7, 1981



Carol A. Odeman  
Notary Public  
CAROL A. ODAMAN

Approved by the St. Louis County  
Director of Planning

Dee A. Joyner  
Dee A. Joyner

**AMENDED AND RESTATED**  
**RIVERWOOD ESTATES**  
**DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS**  
**ST. LOUIS COUNTY, STATE OF MISSOURI**

THIS AMENDED AND RESTATED DECLARATION (also referred to as the 1999 Amended and Restated Declaration), is prepared after certain amendments, modifications and changes were made in December of 1999, to the Riverwood Estates Declaration of Residential Covenants and Restrictions, as evidenced in a document entitled "1999 Amendment to the Riverwood Estates Declaration of Residential Covenants and Restrictions" (hereafter also referred to as the "1999 Amendment"), having been recorded in the office of the St. Louis County Recorder of Deeds at Book 12398, Page 2530 to and including 2540, in December 1999, and was made after written consent of the owners of lots in the subdivision known as Riverwood Estates after the Trustees of the Riverwood Homeowners Association (hereafter also referred to as the "Trustees") determined that it was in the best interests of Riverwood Estates to carry out and effect certain amendments/modifications/changes to the Riverwood Estates Declaration of Residential Covenants and Restrictions, recorded in the office of the St. Louis Recorder of Deeds, Book 7322, and Pages 319 to and including 328, in April 1981 (hereafter referred to as the "1981 Declaration."),

WHEREAS, it was a simpler process and more direct and straightforward to amend only that language necessary to accomplish the amendments/modifications/changes consented to the Riverwood Estates lot owners and to leave intact the other language of the 1981 Declaration; and whereas it would be beneficial to have a restated version of the Declaration as effected by the 1999 Amendment thereto, and so the Trustees determined that this document would be of

convenience and service to lot and parcel owners of Riverwood Estates, and therefore had it created not for the purpose of being filed with the St. Louis County Recorder of Deeds, but to be used by the Riverwood Estates subdivision. (This document is not recorded with the St. Louis County Recorder of Deeds.)

THEREFORE, the following is the 1981 Declaration with the effect of the amendments, modifications and changes as stated in the 1999 Amendment thereon, and reads in its entirety as follows:

THIS DECLARATION, made this 19<sup>th</sup> day of March, 1981, by and between COMMUNITY SAVINGS SERVICE CORPORATION (hereinafter known as the "Grantor"), and GIST BREWSTER, HAROLD H. SMITH and RICHARD R. GASTORF (hereinafter collectively called "Trustees"),

WITNESSETH, THAT:

WHEREAS, Grantor is the owner of a tract of land situated in the County of St. Louis, Missouri, which it has caused to be subdivided, the plat of which is designated as Riverwood Estates Plat 1, and recorded as Daily No. 72 on the 6th day of April, 1981 in the Office of the St. Louis County Recorder of Deeds; and

WHEREAS, Grantor may, from time to time, subdivide additional property which it may subject to the terms and conditions of this Declaration; and

WHEREAS, Grantor has heretofore established certain conditions and restrictions covering the property described herein, which conditions and restrictions are set out in Riverwood Development, Master Indenture; and

WHEREAS, there have been or may be designated and established on said subdivision plat or plats certain easements and certain common areas for the purpose of constructing, maintaining and operating various utilities, sanitary sewer and storm water facilities, open space, recreational areas, streets, street lights, walkways and other facilities for the benefit of the owner or owners of the lots shown on said plat or plats; and

WHEREAS, it is the purpose and intention of this Declaration to create a means of cooperation between lot owners and home owners in said subdivision among themselves and under certain circumstances with lot owners and home owners in adjacent and adjoining lands, all in the interest of fostering and enhancing their health, safety and welfare and for the establishment of a harmonious atmosphere and common interests, facilities and recreational activities directed to making for a wholesome spirit of neighborly understanding and cooperation; to insure the attractiveness of development and to preserve, protect and enhance the values and amenities of said properties by the adoption of a sound urban environmental plan and set of restrictions to govern said property, and to provide for the maintenance of said open spaces, recreational facilities, streets, street lights, walkways and other common facilities; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Grantor and of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein, and further, in consideration of the advantages to Grantor and the future owners of said lots, and with the agreement of the Trustees herein named

to act as Trustees hereunder, Grantor hereby imposes the following covenants and restrictions on the above described tract of land:

### **I. CREATION OF ASSOCIATION**

All of the present and future lot owner or home owners in all lands as are now or shall be in the future subject to this Declaration, shall, as a group, hereby be established and hereby be known as "Riverwood Estates Home Owner's Association" and, as such lot owners or home owners shall have all of the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

### **II. SELECTION OF TRUSTEES; MEETINGS OF LOT OWNERS**

A. There shall be three (3) members of the Board of Trustees. The original Trustees are the persons named herein. During the period of service of the said named Trustees as members of the Board of Trustees, one or more of same shall be subject to removal by Grantor with or without cause, and Grantor shall have the exclusive right to designate the successor to such removed Trustee for his unexpired period of service as provided for hereunder. Should any of the named Trustees, or their appointed successors, die, resign or cease to hold office as above set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail of or exercise the rights and powers hereby granted or bestowed upon them as members of the Board of Trustees under this Declaration, then and thereupon, Grantor shall have the exclusive right to designate the successor thereto for his unexpired period of service as provided for hereunder.



B. After Grantor has sold and conveyed fifty percent (50%) of all of the lots within the tract or tracts of land subject to this Declaration, HAROLD H. SMITH or his appointed successor, shall resign and his successor shall be elected by the lot owners under for a term of one (1) year at a special meeting of the lot owners to be called thereafter such successor being the nominee receiving the highest number of votes cast.

C. After Grantor has sold and conveyed ninety-five (95%) of all of the lots within the tract or tracts of land subject to this Declaration, RICHARD R. GASTORF or his appointed successor, shall resign and his successor shall be elected by the lot owners for a term of one (1) year at a special meeting of the lot owners to be called thereafter, such successor being the nominee receiving the highest number of votes cast.

D. After Grantor has sold and conveyed all of the lots within the tract or tracts of land subject to this Declaration, the remaining Trustee, or his respective appointed successor, shall resign and at a special meeting of the lot owners to be called thereafter his successor shall be elected by the lot owners for such term which shall be of such duration that, when considered with the terms of the other two (2) members of the Board of Trustees, the term of one (1), and only one (1), of said members shall expire each year. It is the intention of this instrument that after the expiration of their terms of office of the members of the Board of Trustees first elected hereunder, each member of the Board of Trustees shall serve for a term of three (3) years and that said terms shall be staggered to the end that thereafter one (1) member of said Board shall be elected at each annual meeting of the lot owners.

E. Following the annual meeting of the lot owners as provided for herein, the Board of Trustees shall designate one (1) of its members to serve as Chairman, one (1) member to serve

as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

F. There shall be an annual meeting of said lot owners to be held on the first Saturday of February of each year during the term of this instrument, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of said lot owners as may be called by any one of the members of the Board of Trustees, also to be held at a convenient place in the County of St. Louis. Ten (10) days' notice in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by the Trustees or by the Trustee calling said meeting, by depositing same in the United States mail, properly addressed and with postage prepaid. The successor to the elected member of the Board whose term has expired shall be elected by the lot owners at the annual meeting each year or at any meeting called for that purpose and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. Any lot owner who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Trustees, all of the estate, rights, interests, privileges and powers by this Declaration granted to the Trustees. In the event that any Trustee elected hereunder shall die or cease to reside in the land subject to this instrument, or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as

Trustees under this Declaration, then and thereupon, it shall be the duty of the remaining Trustees to select a successor to fill the unexpired term.

G. All members of the Board of Trustees, except the Trustees herein named and their appointed successors, shall be residents of the land subject to this instrument.

H. Any business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting described above. All actions of the lot owners at annual or special meetings shall be by a majority of votes cast at such meeting. All actions of the Board of Trustees shall be by majority vote.

### III. [Reserved]

## IV. TRUSTEES' DUTIES AND POWERS

The Trustees shall have the following rights, powers, duties and obligations (subject and subordinate to the rights, powers, duties and obligations of the Senior Trustees as set forth in Riverwood Development, Master Indenture):

A. To acquire and hold the common property; as designated on any recorded final plat of the subdivision as being specifically dedicated to the Trustees hereunder, to exercise control over such common property, maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the owners of lots in the subdivision, to grant such easements and rights-of-way over such common property to such utility companies or public agencies or others as they shall deem necessary or appropriate, to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof

and in every and all respects govern the operation, functioning and usage of said common property.

B. To exercise such control over the easements, streets, drives, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, walkways and rights-of-way, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the lots within the lands subject hereto, provided that no above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic; and to establish traffic regulations for the use of such streets, drives and walkways. To operate and maintain a system of street lights and pay electric utility payments on same at such time as said system is completed and delivered to the Trustees.

C. To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any right-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Trustees shall deem appropriate.

D. To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

E. To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Trustees, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

F. At the discretion of the Trustees, to provide security service and facilities and to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the property owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.

G. In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Board or to institute and prosecute such suit as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as members of the Board of Trustees.

H. To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

I. With regard to all property, real, personal or mixed, owned or held by them as members of the Board of Trustees, the full and unqualified right, power and authority to:

1. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Trustees' powers and duties hereunder, including the construction of improvements.

2. Purchase insurance against all risks, casualties and liabilities of every nature and description.

3. Borrow money, including making a permanent, temporary or construction loan, 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.

4. Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this Declaration or by law.

J. In the event it shall become necessary for any public agency to acquire all or any part of any common property as may be designated on any recorded final plat of the subdivision, for any public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and subject to the reservation by Grantor, as provided in Article III hereof, any monies, damage payments or condemnation award shall be held by the Trustees for the benefit of the owners of the lots subject hereto.

K. The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank, protected by the Federal Deposit Insurance Corporation, or in a state or federal savings and loan association, protected by the Federal Savings and Loan Insurance

Corporation. The treasurer shall be bonded for the proper performance of the treasurer's duties in an amount to be fixed by the Trustees.

L. All rights, powers, duties, privileges and acts of every nature and description conferred upon the Trustees by the terms of this Declaration may be executed and exercised by a majority of the Trustees, unless otherwise provided herein. Members of the Board of Trustees shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature.

M. 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 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 not otherwise accepted by a public agency or utility.

N. At such time as the then lot owners become owners of part or all of the common area theretofore held by the Trustees, the Trustees shall continue to exercise all of the same rights and powers and have the same duties and responsibilities with respect to such common area as herein set forth.

## V. ASSESSMENTS

A. Grantor, for each lot subject hereto, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay (except as to lots designated as exempt as hereinafter

provided) annual assessments or charges and special assessments, same to be levied, collected and enforced as hereinafter provided.

B. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the general obligation of the person or persons owning such lot at the time such assessment became due.

C. The assessments levied hereunder shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the owners of the lots subject hereto, and including without limitation, the maintenance, operation and improvement of the common property, the easements, streets, drives, walkways and rights-of-way (except for such as have been or may hereafter be accepted by public bodies or agencies) and the performance of the duties, powers and rights of the Trustees as herein described.

D. The maximum annual assessment shall not exceed the sum of One Hundred Twenty-Five Dollars (\$125.00) per lot (except as hereinafter provided), provided, however, that such assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States Department of Labor Statistics, as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. The Trustees may,



after consideration of current costs and anticipated needs of the lots subject hereto, fix the actual assessment for any year at less than the maximum herein authorized.

E. In addition to the annual assessment authorized hereinabove, there may be levied a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvement within or upon the common property Or any easement, street, drive, walkway or other right-of-way provided for the benefit of the lots subject hereto, and including the provision of necessary fixtures or personal property related thereto upon the approval of a majority of the lot owners voting thereon, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall have been sent to all lot owners at least thirty (30) days in advance, setting forth the purpose of the meeting. In the event of such approval, the limitation hereinabove set forth shall not apply to the assessment made under the provisions of this paragraph.

F. The maximum assessment provided hereinabove may be increased by the Trustees, with the approval of a majority of the lot owners voting thereon, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall have been sent to all lot owners at least thirty (30) days in advance, setting forth the purpose of the meeting.

G. All assessments, either annual or special, shall be made in the manner and subject to the following procedure:

1. The Trustees shall levy each such assessment, at least thirty (30) days in advance of each assessment year, as established by the Trustees, provided, however, that the first annual assessment may be adjusted according to the number of months remaining in the assessment year, as fixed by the Trustees. All subsequent assessments shall thereafter be on a

full assessment year basis. The due date for each assessment shall be established by the Trustees. If authorized by the Trustees, assessments may be payable in monthly or other periodic installments, with the entire balance of an assessment to become payable upon nonpayment of a periodic installment.

2. Notice of any assessment shall be given by the Trustees, either by mail, postage prepaid, addressed to the last known or usual post office address of the holder of legal title (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the assessable property itself.

H. If any assessment is not paid on the due date, as established by the Trustees, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot involved, which shall bind such lot in the hands of the then owner, his or her heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the personal obligation of the then owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title, unless expressly assumed by them.

I. If any assessment is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Trustees may bring legal action against the owner personally obligated to pay same, and, in addition, may execute and acknowledge an instrument receipting the levy of the assessment with respect to such lot and cause same to be recorded in the Office of the Recorder of Deeds of St. Louis County, and thereafter institute any appropriate legal action to enforce such lien; including, without limitation, by foreclosure and public sale. Upon payment, the trustees

shall execute and record (at the expense of the owner of the affected lot) a release of such lien.

All costs, including reasonable attorney's fees, incurred by the Trustees in enforcing the payment of any delinquent assessment shall be paid by the lot owner in default and the amount of such costs, including reasonable attorney's fees, shall be a lien against the lot involved until paid.

J. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any lot subject hereto, as to assessments which become due and payable prior to a sale or transfer of such lot pursuant to foreclosure of or in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term "mortgage" or "mortgages" shall include deed of trust or deed of trust.

K. The following lots and properties subject to this Declaration shall be exempt from the regular or special assessments, charges and liens created herein.

1. All common properties.
2. All properties exempted from taxation under the laws of the State of

Missouri.

## VI. USE RESTRICTIONS

The following restrictions shall apply to all land subject hereto and Grantor, for and on its behalf and on behalf of each and every subsequent owner of any lot therein, their grantees, lessees, successors and assigns, covenants that:

A. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Trustees.

B. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees, and in no event shall any lot be less than 10,000 square feet in size. This provision shall not, however, require the consent of the Trustees for the sale of an entire lot as shown on a final recorded plat.

C. No commercial activity of any kind shall be conducted on any Lot or in any residence, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Grantor, or any other builder developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

D. No noxious or offensive activity shall be carried on upon any portion of the subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

E. Each owner shall maintain and keep his Lot or residence in good order and repair.

F. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on the subdivision, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any lot or residence. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

G. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot.

H. 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. No outbuildings, detached garages, sheds, barns, shacks or structures whether of temporary character or not other than the single family residence constructed on each lot shall be constructed or maintained on any lot or in any portion of the subdivision.

I. Personal property, including, without limitation, boats, trailers, trucks, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in the unenclosed carport on any lot, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any lot or on any subdivision streets overnight.

J. No cyclone or chainlink-type metal fencing shall be erected or maintained on any subdivision lot. All other fencing and permitted structures of any type to be located on any lot shall be submitted to the Trustees for their prior approval pursuant to Section VII hereof. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any lot, but shall be kept secured within the improvements located on each lot; provided that after sunrise on any day designated for trash pick-up, said trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that said trash cans or receptacles shall be removed and secured within the improvements for each lot prior to sundown of the same day.

K. 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 the subdivision. For purposes of this Indenture, lanes, and steps and shall not be considered part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

## VII. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved by the Trustees.

## VIII. EASEMENTS

A. Every utility easement on each lot shall constitute an easement for utility purposes to serve any other lot or common property.

B. in the event that any utilities and connections therefor serving a lot are located in part on a lot other than the lot being served by such utilities and connections, the utility company, the owner of a lot being served, and the contractors and employees of such company or owner shall have the right and easement to enter upon the lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

C. There shall be and is hereby impressed on each lot an easement for reasonable ingress and egress by or on behalf of the owner of any adjoining lot for the purpose of repair, maintenance or replacement of improvements on such adjoining owner's lot.

D. Should any portion of any dwelling or other improvement as originally constructed overhang or encroach on an adjacent lot, the owner of any such dwelling or other improvement shall have an easement on such adjacent lot so that such overhanging or encroaching portion of such dwelling or improvement shall be permitted, and including the right

of such owner to enter upon such adjacent lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such dwelling or other improvement.

E. There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the lots on which they are located and the lots to which they provide access from a street. Said easements are to be held by the respective owners of each of said lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the lot owned by each of said owners. The owners of each of said lots shall be jointly responsible for the maintenance and repair of the driveway improvement located on each such easement and each such lot owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon thirty (30) days' written notice by the Trustees to each owner, the Trustees may cause such maintenance or repair to be provided and the reasonable cost thereof shall be a charge and lien against each lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such lot. Said charge shall be enforceable in the same manner as herein provided for annual and special assessments.

#### **IX. GENERAL PROVISIONS**

A. The Trustees, or the owner of any lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, any of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Trustees or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Trustees against an owner of any lot or if the Trustees

retain legal counsel without filing a legal action in order to enforce any covenant or restrictions herein contained or adopted pursuant to the Riverwood Development Master Indenture or Trustee rules or regulations or any action to recover damages on account of the breach of such covenant, restriction, rule or regulation, the owner of said lot shall be personally liable for and pay the Trustees' reasonable attorneys' fees and costs incurred with or without legal action. If said attorneys' fees and costs are not paid by the owner of said lot within thirty (30) days after the Trustees have given written thereof to the owner of said lot by certified mail, return receipt requested, then said fees and costs shall thereafter bear interest at ten percent (10%) per annum and the Trustees may execute and acknowledge an instrument reciting said debt and cause same to be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri; thereupon said debt shall become a continuing lien on the property of the owner of said lot which shall bind the owner of said lot, his heirs, successors and assigns. Said lien shall be enforceable and governed by Section V of paragraphs H, I and J hereof.

B. The covenants and restrictions of this Declaration shall run with and bind the land subject hereto in perpetuity unless terminated as provided herein. This Declaration may be terminated by an agreement of termination signed by the then owners of two-thirds (2/3) of the lots subject hereto and the Director of Planning of St. Louis County, Missouri. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement of termination has been: sent to every owner at least ninety (90) days in advance of any action taken.



C. Provisions herein may be amended, modified or changed from time to time by the Grantor and the Trustees so long as the Grantor owns a lot in the subdivision by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided such amendment, modification or change is approved by the Director of Planning of St. Louis County, Missouri. Thereafter, this indenture may be amended, modified or changed by the written consent of two-thirds ( $\frac{2}{3}$ ) of all the owners of lots or parcels within the subdivision 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 imposed upon or granted to the Trustees with respect to maintenance of common land and recreational facilities and the power to levy assessments therefor or to eliminate the requirement that there be Trustees unless some person, group of persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

D. Any amendments so adopted prior to the conveyance of all lots subject hereto, which amendments affect any ordinance requirement or regulation of St. Louis County, shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri.

E. In the event that any additional property is made subject to this Indenture, then all property subject to this Indenture shall be computed in determining any percentage of lots on lot owners as may be required hereunder, including, without limitation, the percentage of lots sold under Section II, B, C and D.

F. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears on the records as the record owner of the lot at the time of such mailing.

G. Invalidation of any of these covenants or restrictions by final judgment or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.



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

On this 19<sup>th</sup> day of March, 1981, before me appeared Michael J. Casserly, to me personally known, who, being by me duly sworn, did say that he is the V.P. of COMMUNITY SAVINGS SERVICE CORPORATION, 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 Michael J. Casserly 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 the day and year first above written.

My term expires:     September 7, 1981

\_\_\_\_\_  
/s  
Notary Public  
Carol A. Oderman

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

On this 19<sup>th</sup> day of March, 1981, before me personally appeared Gist Brewster, Harold H. Smith and Richard R. Gastorf, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires:     September 7, 1981

\_\_\_\_\_  
/s  
Notary Public  
Carol A. Oderman

Approved by the St. Louis County  
Director of Planning

\_\_\_\_\_  
/s  
Dee A. Joyner