

**CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP  
OF THE SUBDIVISION KNOWN AS ST. CHARLES HILLS PLAT I  
IN THE COUNTY OF ST. CHARLES, MISSOURI**

A. WHEREAS, CHARLES F. VATTEROTT LAND AND DEVELOPMENT CO., a Missouri Corporation hereinafter sometimes referred to as the Owner, of the County of St. Louis, State of Missouri, is the Owner of the following described property: ST. CHARLES HILLS PLAT I, a Subdivision in St. Charles County, Missouri, as per plat thereof recorded as Daily No. 6823 on October 29th, 1964, in the Office of the St. Charles County Recorder of Deeds, and

B. WHEREAS, the Owner is a subsidiary of Charles F. Vatterott and Co., a Missouri Corporation, and

C. WHEREAS, the above-described property is part of a larger tract of land which is owned either by the Owner or by other subsidiary corporation or corporations of said Charles F. Vatterott and Co., and,

D. WHEREAS, it is the intention of all of the owners of said larger tract of land to subdivide all of such larger tract of land under the name ST. CHARLES HILLS with each plat designated by a number, starting with Plat I and running consecutively thereafter, and

E. WHEREAS, under the rules of the County of St. Charles, governing acceptance of streets for maintenance, such streets are private until actually accepted by said county of St. Charles for maintenance, and

F. WHEREAS, there will be installed in the foregoing described tract and in said larger tract of land certain **storm water drainage ditches which must be maintained, repaired or reconstructed**, and

G. WHEREAS, it is expected that a portion or portions of the foregoing said larger tract of land will in the future contain areas designated as **parks and playgrounds** which will be **operated, maintained, repaired or reconstructed**, and,

H. WHEREAS, in order to provide for public safety and welfare, **street lighting is necessary** and desirable, and

I. WHEREAS, in order to provide for public safety and welfare, **fire hydrants are necessary and desirable**, and

J. WHEREAS, it is the wish and desire of the Owner of the first above described property for the purpose of benefitting said property and for the benefits that will inure to said owners, their successors and assigns, and to all other persons who may purchase, hold or own from time to time any of the several lots covered by this instrument to impose the following conditions, restrictions and provisions and trusteeship.

NOW, THEREFORE, in consideration of the premises it is agreed that such conditions, restrictions, provisions and trusteeship, hereby imposed against all of the lots in ST. CHARLES HILLS PLAT I, a subdivision in St. Charles County, Missouri, as per plat thereof recorded as Daily No. 6823 on October 29th, 1964, in the Office of the St. Charles County Recorder of Deeds, are as follows:

1. All lots shall be known and described as residential lots, except that on Lot 103 the owner reserves to itself its successors and assigns the right to dedicate a street right-of-way fifty (50) feet wide running westwardly from an intersection with Golfway on Lot 103 from the west line of Golfway westwardly to the west line of Lot 103. **No structure shall be erected on any residential lot other than one detached single family dwelling, not to exceed two stories in height and a one or two car garage or carport, which if erected must be attached to the dwelling either directly or by means of a breezeway.**
2. No lot or lots shall be resubdivided into building plots having less than 60 feet at the building line nor shall any lot or lots be resubdivided into building plots containing less than 6000 square feet of area.
3. No building shall be located on any residential lot nearer to the front line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front line, nor nearer than 25 feet to any side street line. No building shall be located nearer than 6 feet to an interior residential side lot line, except that on corner residential lot no structure of any kind shall be permitted in the rear between the building line and the street line. No dwelling shall be located on an interior residential lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.
4. No dwelling shall be permitted on any residential lot at a cost of less than \$8,000.00 based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, carports, and garages, shall be not less than 750 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.
5. No residence shall be **used directly or indirectly** for business of any character or for any purpose other than that of an exclusive private residence **for one family**; except that this shall not prevent a physician or dentist from having an office in his or her home if said home is primarily used as a dwelling place, and except that this shall not prevent the owners and developers from using houses as display houses and/or temporary offices during the time of development.
6. **No trailer, basement, tent, shack, barn, or other out building shall be permitted on any lot**, nor shall any garage in the tract be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. This shall not prevent the construction and use of temporary sheds and warehouses during the time of development by the builders and the developers.
7. **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 street than the side building line. This shall not prohibit the parking of passenger automobiles, licensed and in operating condition.
8. No fences shall be permitted **on or along boundary lines of any lot except chain link fence** (also known as cyclone fence) and such chain link fences shall be placed on metal poles and rails, **shall not exceed four (4) feet in height and shall not extend nearer to the front line of the lot than the front of the building**, nor in the case of corner lots, beyond the side building line. **Hedges shall not be permitted on, along, or nearer than six (6) feet to the boundary lines of any lot.** Any other fencing or screens shall not be permitted on, along, or nearer than six (6) feet behind the front line of the building on any lot nor in the case of a corner lot, not less than six (6) feet behind the side building line. **A structure or planting may constitute a fence or a hedge even though not enclosing an area, and whether the same shall constitute a fence or a hedge shall be determined by the Trustees upon submission to them of the plans for such structure or planting as herein required.** The purpose of the paragraph is to retain an appearance of openness and spaciousness in the subdivision, unbroken by such prohibited fences and hedges. This shall not prevent the erection of any kind of temporary fencing during the time of development by the builders and developers.
9. No downspouts or roof drainage water shall be connected to the sanitary sewer system.



10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or one professional sign of not more than one square foot. There shall be no restrictions or limitations on signs used by a builder to advertise the property during the development, construction and sales period. During the sales and construction period, there shall be no restriction or limitation on signs used by a corporation in this subdivision to advertise property being developed by a corporation, which is near or adjacent to this subdivision and served by streets connecting to or contiguous with streets in this subdivision.

11. No oil drilling, oil development, oil operations, oil refining, quarry 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 on 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.

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

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

14. **A. No building or addition to alteration of or reconstruction of a building, no patio, wall, fence, grading, landscaping or planting, other than foundation and the planting of isolated trees, bushes or flowers shall be constructed, made or planted without submitting written plans and specifications for the proposed work to the Trustees for approval before any such work shall begin.**

B. The Trustees shall consider whether such plans and specifications are in accordance with the foregoing provisions of this declaration and further whether the work contemplated thereby would be in harmony with other improvements in the subdivision, their effect on the outlook from adjacent or neighboring lots and location on the lot and all other factors which in the sole opinion of the Trustees shall affect the status of the subdivision as a desirable residential area.

C. The Trustees shall approve or reject such plans and specifications in writing within fifteen (15) days after receipt thereof, and if the Trustees fail to act within said time the plans and specifications shall be considered as approved.

15. There shall be three Trustees, whose rights, powers and privileges granted to them and duties imposed upon them are hereinafter described. The original Trustees appointed under the terms of this instrument are as follows, and the term of office is set opposite each Trustee's name.

John M. Bogdanor	expiring 10 years from date of this instrument
Richard H. Crofton	expiring 9 years from date of this instrument
George J. Walkonis	expiring 8 years from the date of this instrument

16. **A. Successor Trustees shall hold office for a term of three years** from the date of expiration of the term of the Trustees succeeded or in the event of the resignation of a Trustee, or should a trustee refuse to act, be unable to act, or be disqualified, then the term of the successor trustee shall be for the unexpired term of the Trustee succeeded. The original Trustees and all successor Trustees shall serve without compensation.

B. Trustees shall deposit all funds collected as hereinafter provided for in a checking account or accounts in a Federally insured bank. All checks written to withdraw funds shall bear the signature of two of the Trustees. The Trustees are authorized and directed to have a yearly audit made of their accounts. Said audits shall show the annual amount collected and also show how said funds were expended with a detailed list setting forth the amount of money collected and the amount of money spent for each specific purpose. Said audit shall be posted in a prominent place in one of the park or playground areas in the development. The Trustees shall have authority to purchase insurance policies or bonds protecting them personally from any liability arising out of their rights and duties herein imposed and protecting them from any liability for injury to person or persons or property by reason of any acts of commission or omission of such Trustees. **The costs of such audits and insurance policies or bonds shall be deemed an administration expense.**

17. Upon the expiration of said respective terms, or should any of said Trustees, or any successor or successors, die or **cease to reside in either the City of St. Louis or County of St. Louis, or County of St. Charles**, or decline to act, or become incompetent by reason of sickness or expiration of term, or other cause, to discharge the duties or avail of or exercise the rights or powers hereby granted or bestowed on them or Trustees under this indenture, then and thereupon it shall be the duty of the survivor or remaining Trustees, within thirty (30) days following the vacating of said office, to call a meeting of all of the then owners of said lots, to be held at a convenient place in the County of St. Charles, first giving ten days' written or printed notice of the time and place of such meeting, the said notice to be served by any of the methods hereinafter provided for in the giving of levies and assessments. And such of the owners as attend said meeting shall select a chairman who in turn shall appoint tellers and proceed by vote or ballot to elect a successor or successors to fill such vacancy or vacancies, the owner or owners of said lots being entitled to one vote for each full lot owned, which **vote may be cast in person or by proxy**, the form of the proxies shall be determined by the Trustees. And the person or persons receiving the highest number of votes, or ballots, shall be deemed elected, and shall, upon his or their acceptance in writing, at once and by force of this indenture, subject to all the duties and restrictions of this indenture imposed, succeed to, be vested with, and possess and enjoy with the remaining Trustee or Trustees, all rights, interest, privileges, and powers by this indenture granted to his or their predecessor or predecessors. And such a selection (at a meeting to be called, organized and conducted in the manner aforesaid) shall be made as often as a vacancy, from any cause, occurs, until the expiration of this agreement. Should such survivor or remaining Trustee or Trustees refuse or neglect to call such meeting within six days after the occurrence of such vacancy, or should all the Trusteeships be vacant at the time, then such meeting may be called by the owner or owners of any five of said lots, who shall give a like notice thereof served as aforesaid. It is the intention of this indenture that the government of said subdivision as herein contemplated shall eventually be in the hands of **Trustees each owning at least one lot in said subdivision and elected by the lot owners**; but notwithstanding anything herein to the contrary, as long as said CHARLES F. VATTEROTT LAND AND DEVELOPMENT CO. shall retain any unsold lot or lots in said subdivision hereinabove described, said corporation reserves and shall have the right to be represented on said Board of Trustees by any one member appointed by it, and from time to time as the original member of said board representing said corporation, or his successor or successors, shall discontinue to act or be disqualified as aforesaid, then such vacancy shall be filled from time to time by said corporation by written appointment recorded in the Recorder's Office of St. Charles County. John M. Bogdanor is hereby designated as the original member on said board representing said corporation.

18. All trusts created by this indenture, including therein all the rights, powers and privileges granted to and duties imposed upon said Trustees, shall vest in and inure to the benefit of, and may be fully exercised by the majority of them. And wherever the word "Trustees" occurs in this indenture, it shall be held and taken to include their successors. Each of said Trustees and their successors duly elected or appointed, accepts the trust upon condition only that each of said Trustees shall be responsible for **only his own wrongful acts or willful default and not one for the other or others**, and upon the further condition that no Trustee hereunder shall ever be **held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by such Trustees, respectively or collectively**. Any Trustee may at any time resign as such trustee for instrument in writing, signed and acknowledge by him and filed for record in the Recorder's Office of the County of St. Charles. Thereupon his successor shall be elected or appointed as hereinbefore provided.

19. Inasmuch as it is necessary that streets be maintained until accepted for maintenance by the County of St. Charles, the Trustees shall have the right to enter into contracts for the maintenance of such streets until such time as they are accepted for maintenance by the County of St. Charles or other governmental authority. Upon the acceptance of streets for maintenance by the County of St. Charles, or other governmental authority, this right shall terminate.



20. A. Subsequent subdivisions to be designated as ST. CHARLES HILLS PLAT 2, and consecutively thereafter, are to have portions designated parks and playgrounds. It is the intention of the Owner or a subsidiary corporation or corporations which is also owned by said Charles F. Vatterott and Co., who will develop subsequent plats to be designated ST. CHARLES HILLS PLAT 2 and consecutively thereafter, **that said parks and playgrounds shall be for the sole benefit, use and enjoyment of the residential lot owners in the land first-above described and the aforesaid larger tract of land to be designated ST. CHARLES HILLS PLAT 2, and consecutively numbered thereafter, by the owner thereof as part of the ST. CHARLES HILLS development. The land above-described shall have the full benefits of these parks and playgrounds and shall share in the burden of their operation, maintenance, repair or reconstruction. The residential lot owners in the land first-above described shall have the right and privilege to use any park or playground area in any plat designated ST. CHARLES HILLS and said residential lot owners shall share in the burden of the operation, maintenance, repair or reconstruction of any park or playground located on said larger tract.**

B. The Trustees are hereby authorized and directed to **pay any real estate taxes and personal property taxes assessed against said parks or playgrounds.** The Trustees are hereby authorized and directed to provide for the operation, maintenance, repair or reconstruction of any park or playground. **The Trustees shall have the authority to purchase and install any park or playground equipment which in their judgement will be beneficial to the area.** The Trustees shall have the authority to purchase and plant any trees, shrubs, flowers and other plants which in their judgement shall be beneficial to the area. In the event that any government authority shall request the transfer of said parks or playgrounds then the Trustees are hereby authorized and directed to make such transfer to said authority by a quit-claim deed dedicating such parks and playgrounds to said authority.

21. Subdivision plats in subsequent ST. CHARLES HILLS PLATS will contain storm water drainage ditches and until such time as storm water drainage ditches are accepted for maintenance by a municipal corporation, or other governmental authority, **the Trustees are authorized and directed to maintain, repair or reconstruct said storm water drainage ditches.** Said direction and authority shall terminate at the time the said maintenance, repair, or reconstruction of said storm water drainage ditches is taken over by a municipal corporation.

22. The Trustees are authorized and directed to **provide street lighting** in all ST. CHARLES HILLS PLATS until such time as street lighting is provided by a municipal corporation or other governmental authority, at which time said authorization and direction of the Trustees shall terminate.

23. The Trustees are authorized and directed to **provide fire hydrants** in all ST. CHARLES HILLS PLATS until such time as fire hydrants are provided by a municipal corporation or other governmental authority at which time authorization and direction shall terminate.

24. The Trustees are hereby authorized and shall have the power to enter into contracts to accomplish any of the acts authorized by any proceeding paragraph.

25. The Trustees either for actual expenses incurred or in anticipation thereof or for any purpose covered by this instrument which purposes are described by way of illustration and not of limitation as maintaining streets, maintaining, repairing or reconstructing storm water drainage ditches, operating, maintaining, repairing or reconstructing parks or playground, providing street lighting, providing fire hydrants, and for administrative expenses, **are hereby authorized and directed to levy and assess against each residential lot in ST. CHARLES HILLS PLAT I subdivision and all subsequent subdivision entitled ST. CHARLES HILLS PLAT I, which subsequent subdivision is, by separate instrument bound by these restrictions; such levy and assessment on a residential lot not to exceed \$50 per annum. The foregoing \$50 assessment may be increased by the Trustees provided that said increase is approved by the affirmative vote of the residential lot owners owning two-thirds of the residential lots in all plats entitled ST. CHARLES HILLS and subjected to these restrictions, present either in person or by proxy and voting at a meeting to be held at a convenient place in accordance with the hereinafter requirements.**

26. A written or printed notice signed by the Trustees or a majority of them, or having their names written or printed thereon, with their authority, stating the amount of money required, and the date or dates when payment thereof must be made, **shall be served not less than ten days before any payment under the said notice shall be required to be made, upon each of said owners, either by delivering said notice to each owner personally or to his agent or by mailing the same to the usual post office address of such owner or owners, or posting the same upon any conspicuous place on such lot or by publications in a newspaper of general circulation in the County of St. Charles.** Said advertisement shall contain the names of all the Trustees printed hereon. Service in any one of said methods shall be sufficient. And the said annual amount and installments thereof (and any special assessment hereinafter provided for) required to be paid as herein provided, shall become to the extent of and for the amount payable by such owner as herein provided, **a lien upon his lot or lots and upon his interest in any lot or lots until said amounts are fully paid.** And all persons acquiring any interest in the said lots, or any of them, from the owner or owners thereof whether voluntarily or involuntarily, shall take the same subject to such right or power in the Trustees to assess the same for the purposes of this indenture. In case said annual amount or any installment thereof or any special assessment, is not promptly paid when it is due, it shall thereafter **bear interest at the rate of eight per cent (8%) per annum;** and if after default the same shall have been placed in the hands of any attorney for collection, **the fee for such attorney shall be paid by the lot owner or lot owners in default against whom such action to enforce collection has been taken,** and shall likewise be a lien on the lot or lots of such owner or owners. The Trustees may institute and prosecute any legal proceedings at law or in equity or both against the owner or owners of the lot so making default, and all persons claiming through or under them, to compel such payment with interest, costs of suit and attorney's fees attending the recovery of the payment in default. Each lot in respect of which default is made shall at all times on occasion of any such default be liable to be sold under the order or decree of any court of competent jurisdiction under appropriate legal proceedings, to the end that out of the proceeds of such sale the amount so in default be raised and paid with interest, costs and attorney's fees; the purchaser or purchasers, however, at any such sale shall take subject to this indenture and to all of the conditions, restrictions, provisions, and trusteeship herein contained, created and granted in the same manner and to the same extent as if said lot owners had sold said lots voluntarily subject to the provisions hereof, excepting of course, that such sale shall clear the property sold from the lien of the particular assessment in default and on account of which said sale occurred. The owner of any lot at the time of such assessment, whether general or special shall also be personally liable to the Trustees for payment thereof, together with interest, attorney's fees and costs.

27. The Trust and the **restrictions** in this indenture set forth **shall continue** and be binding upon the corporation and the Trustees and upon their successors and assigns for a period of **thirty (30) years** from the date hereof, and shall automatically be continued thereafter for successive periods of fifteen (15) years each, provided, however, that the owners of the majority of the lots of the subdivision may terminate and trusts or release all of the land hereby restricted from any one or more or all of the said restrictions at the end of this thirty (30) year period or of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in St. Charles County, Missouri, at least **five years prior to the expiration of this thirty (30) year period or of any fifteen year period thereafter.**



28. It is further provided, declared and agreed that if the Owner, its successor, assigns, or any of them, hereafter owning any of the lots or parts of lots embraced in any one or more of such covenants, shall infringe or attempt to infringe or omit to perform any covenants as aforesaid, or comply with any restrictions which is by its provisions to be kept and performed by it, him or them, it shall be lawful for any other person or persons owning any lot or lots embraced in said subdivision, or for the said Trustees on behalf of and for the benefit of either themselves, or said owner or owners, as aforesaid, or for any or either of them, as Trustees of an express trust, to **prosecute any proceeding, at law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenants or restrictions to prevent it, him or them from doing so, and to recover damages for such infringement or omission; the expense of the Trustees incurred in such proceedings shall be refunded to them out of any damages recovered or may be refunded or furnished to them out of any general fund on hand or thereafter levied and collected by special assessment against the owners of lots in said subdivision in the same manner as heretofore provided.** However, any such **special assessment shall not exceed the sum of \$10.00 per residential lot for any one such proceeding.** It is further declared and provided that while the covenants in this indenture shall be valid and binding and must be kept, observed and performed by any owner or occupant of any lot or lots or any part of any lot embraced in such covenant or covenants, yet they are not to be enforced personally against the owner its successors or assigns, unless it or they, while owning or occupying or controlling such lot or part of lot, shall have violated or failed to perform the covenant or covenants embracing such lot or part of lot.

29. All covenants and agreements herein are expressly declared to be independent and not interdependent and to run with the land; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any lot or part of lot in said subdivision be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said subdivision, saving always the right to terminate or release as hereinabove expressly provided.

30. As used herein, the word Builder or Developer or Corporation shall be deemed to mean Corporation and shall include the successors and assigns of Corporation.

31. These Restrictions shall, standing alone, be construed as restrictions on only that property described as ST. CHARLES HILLS PLAT I, and shall not, without subsequent adoption or ratification, be construed as a restriction on any other property of "Owner" or Charles F. Vatterott and Co., or any subsidiary thereof.

IN WITNESS WHEREOF, the undersigned CHARLES F. VATTEROTT LAND AND DEVELOPMENT CO., has caused these presents to be signed in behalf of said Corporation by its President and its corporate seal to be affixed this 14th day of September, 1964.

CHARLES F. VATTEROTT LAND AND DEVELOPMENT CO.

BY \_\_\_\_\_  
President.

STATE OF MISSOURI     )  
COUNTY OF ST. LOUIS   ) SS.  
On this 14th day of September, 1964, before me appeared.