

DANIEL T. O'LEARY  
RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL • CLAYTON, MO 63105

B.J. McMahon, Jr.  
Director of Revenue



# RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF  
INSTRUMENT, AND ALSO  
AT THE FOOT OF THIS PAGE.

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RECORDER OF DEEDS  
ST. LOUIS COUNTY, MO.

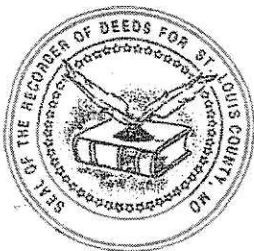
STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS.

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

*Daniel T. O'Leary*  
Recorder of Deeds  
St. Louis County, Missouri

By *[Signature]*  
Deputy Recorder



\_\_\_\_ N. P.  
\_\_\_\_ N. P. C.  
\_\_\_\_ N. N. C.  
\_\_\_\_ N. N. I.

BOOK 8784 PAGE 762

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POSTAGE \$ 25

RECORDING  
FEES

DOCUMENT \$ 41.00

STATE USER \$ 4.00

RECORDED  
ST. LOUIS  
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Code

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Notation

TOTAL \$ 65.00

1 June 1990

AGREEMENT AMENDING, CHANGING AND RESTATING  
THE WESTLAND ESTATES DECLARATION OF  
TRUST AND RESTRICTIONS OF  
LOT 1 OF THE SUBDIVISION OF THE  
ESTATE OF ALTON HIBLER

WHEREAS, by instrument dated September 21, 1956, and recorded in the Recorder's Office of St. Louis County, Missouri, in Plat Book 9, Page 143, Emil H. Bangert and Alma A. Bangert, his wife, of the County of St. Louis, Missouri, the then owners of Lot 1 of the Subdivision of the Estate of Alton Hibler, a Subdivision in the County of St. Louis, State of Missouri, as shown and designated on plat of said subdivision recorded in said Recorder's Office in Plat Book 9, Page 143, did impose certain conditions, restrictions, covenants and limitations on said Lot 1 of the Subdivision of the Estate of Alton Hibler (the "Subdivision"), and

WHEREAS, by paragraph No. 5 of said instrument, it is provided that the provisions of the Indenture of Trust and Restrictions may be amended at any time and from time to time upon approval of seventy-five percent (75%) of the record property owners voting in favor of such modification or amendment at a meeting of lot owners to be called and held in the manner provided in paragraph No. 2 of the same instrument, Westland Estates Declaration of Trust and Restrictions of Lot 1 of the Subdivision of the Estate of Alton Hibler dated 21 September 1956, and

WHEREAS, the undersigned are in fact seventy-five percent (75%) of the present record property owners of the lots in said Subdivision, and that said owners desire to amend, change and modify the said "Westland Estates Declaration of Trust and Restrictions of Lot 1 of the Subdivision of the Estate of Alton Hibler", a Subdivision in the County of St. Louis, Missouri, recorded as aforesaid and in the manner hereinafter set forth.

NOW, THEREFORE, in accordance with the provisions herein set forth, the undersigned record property owners, by these presents, doth hereby amend, change and modify the provisions and restrictions created by said Indenture of Trust and Restrictions dated September 21, 1956, and recorded in the Recorder's Office of St. Louis County, Missouri, in Plat Book 9, Page 143 as aforesaid, to-wit:

ARTICLE I.  
APPOINTMENT, TERM, AND ELECTION OF TRUSTEES  
MEETINGS OF THE LOT OWNERS

(a) Trustee Election/Appointments - Emil H. Bangert, Alma A. Bangert and Edward W. Viehmann were designated and appointed as the original Trustees under this Indenture of Trust and Restrictions for a term expiring on the 1st day of January, 1965. The current Trustees are



Owen McBee, William Schneider, and Mort Stitch, having terms which expire on the 30th day of March 1990, 1991 and 1992 respectively.

(b) Elected Trustee Terms - Trustees shall be elected by a vote of the property owners at a meeting called in the manner delineated herein. Each Trustee elected shall serve for a period of three years. The terms of each Trustee shall be staggered such that only one new Trustee is elected each year. The Trustees elected by the property owners as provided in this subparagraph (b) shall, within thirty (30) days after the date of the meeting of property owners, hold a meeting for the purpose of selecting new officers of the Board of Trustees. One of said Trustees shall be selected as Chairman, one as Vice-Chairman and one as Secretary-Treasurer. Upon selection of such officers as aforesaid, written notice shall be given to the property owners informing them of the election of Trustee officers and the address of the Board of Trustees to which all communications may be addressed.

(1) In the event that Trustee vacancies occur and their terms have NOT expired, then new Trustee(s) shall be elected to fill the unexpired terms, thus maintaining the existing "staggered terms". Further, if one or more Trustee vacancies occur and the elected terms of such Trustees have expired, then new Trustees shall be elected for staggered terms of three years, two years, and one year respectively.

(c) Meetings of the Lot Owners - Subdivision meetings shall normally be called at the discretion of the Trustees. Attendees shall be composed of all persons, firms or corporations owning any tracts, parcels or lots being a part of the parcel of real estate hereinbefore described, said notice to be given by hand delivery or U.S. mail according to the name and address of the record owner of any tract, parcel or lot aforesaid as the same appears on the records of the Assessor of St. Louis County, Missouri. The notice shall state the time and place of said meeting. Said notice shall be hand delivered or deposited in the U.S. mail at least fifteen (15) days prior to the date of said meeting. At said meeting the Chairman of the Board of Trustees (and in his or her absence the vice-Chairman of the Board of Trustees) shall chair the meeting and the Secretary of the Board of Trustees (and in his or her absence, another Trustee or if none a Lot Owner willing to so serve) shall act as Secretary of the meeting and thereupon said record owners shall proceed to elect a trustee or trustees to fill said vacancy or vacancies, each of whom shall be a record owner of a tract, parcel or lot within said parcel of real estate hereinbefore described as the Subdivision.

(1) In the event all of said Trustees shall die, resign, for any other reason become unable to act as a Trustee or their term(s) expire, then upon the happening of such event, at any time and from time to time, the persons, firms or corporations owning at least twenty percent (20%) of the area of the parcel of real estate hereinbefore described shall call a meeting for the purpose of electing Trustees.



(d) Property Owner Voting - On each matter voted upon by the lot owners, each record owner as aforesaid shall be entitled to cast one vote for each one full acre of the area of the tract, parcel, or lot owned by said person and said vote may be cast in person or by proxy upon condition that the proxy has been duly executed by the record owner in the presence of a notary public or a minimum of two (2) other record owners and filed with the Secretary before the balloting takes place at any meeting of property owners. The duly certified proxy votes plus the votes of the record lot owners present shall constitute a voting quorum of the lot owners. A majority vote of the ballots cast on each question shall be final and conclusive.

(e) Trustee Removal - Any Trustee may be removed with or without cause upon majority vote of the lot owners.

## ARTICLE II. TRUSTEE MEETINGS AND QUORUM

Two (2) Trustees shall constitute a quorum at any meeting of the Trustees for the transaction of business and a majority vote of the Trustees shall be sufficient authority for performing in any particular manner the duties herein imposed.

A majority of the Trustees may call a meeting upon ten (10) days prior written notice. Meetings shall be held no less frequently than once per year. All meetings shall be conducted in accordance with rules established by a majority of the Trustees.

## ARTICLE III. POWERS OF TRUSTEES

The Trustees shall also have the powers hereinafter set forth:

(a) To approve all plans and specifications of any residence or any other type of structure proposed to be erected upon any tract, parcel or lot before commencement. The approval of said Trustees shall be evidenced by written approval of the plat or by written permit authorizing commencement of the erection of a residence or other structure in accordance with plans and specifications submitted to and left on file with the Trustees. In the event the said Trustees shall fail to approve or disapprove a plat or any specifications and plans within thirty (30) days after the same have been filed with and submitted to the Trustees for consideration and approval, then it shall be deemed that said plat or plans and specifications have been approved.

(b) To exercise such control over the entrances, and island dividers as is necessary to maintain, repair, rebuild, supervise and insure their proper use.

(c) To see that all of the lots in the Subdivision, whether



occupied or unoccupied, whether with or without a building thereon shall be kept free of: weeds, excessively tall grass, dead trees, underbrush, tin cans, garbage or any other type of rubbish or filth, and said Trustees are hereby given the right and power to enter with their agents or employees upon any one or more of said lots and remedy said condition after first having given ten (10) days notice to the record owner of said lot. Said Trustees are hereby empowered to collect and receive from the respective record owner or owners of said lot or lots, the cost of placing same in proper condition as aforesaid, and said sum shall be secured by a first and prior lien, inferior only to the lien of the State and County for taxes and any previously recorded bona fide Deed of Trust upon the respective lot or lots upon which said unpaid claim or claims are made and shall bear interest at a rate of nine percent (9%) per annum from the date of notice to the date of payment. This lien may be enforced by suit and the Trustees are hereby authorized to institute suit in any court of competent jurisdiction against the owner or owners to collect said claim or claims, and to foreclose said lien with costs of the suit and a reasonable amount as attorney's fees, also to be secured by said lien. The Trustees are further authorized to prepare a statement of said amount due from such owner describing the lot or lots, upon which work was done, and upon acknowledgment of same by anyone of said Trustees, they may file the same in the office of the Recorder of Deeds in St. Louis county, Missouri, as record evidence of such lien.

(d) To provide for maintenance of grass and shrubs within the Auburndale/Walling Island Divider and for the maintenance of any subdivision monument, entrance structure, sign, marker or other improvement erected for the benefit of the Subdivision.

(e) To consider, approve or reject any and all plans and specifications for any and all buildings or structures; including without limitation, fences, swimming pools, or tennis courts proposed for construction and erection on said lots, or for new additions to such buildings or alterations in the external appearance of buildings already constructed.

(f) To enter into contracts, employ agents, and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

(g) To procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

(h) Unless specifically otherwise prohibited, the Trustees may grant reasonable variations from the express provisions of the restrictions contained herein in Article V hereof entitled "SPECIFIC RESTRICTIONS", except that any such variations and encroachments shall require the unanimous approval of the Trustees or at the discretion of the Trustees, such variances may be granted by a vote of the majority



of the lot owners. Such variances which may be granted shall be within the spirit, purposes and intentions expressed by these restrictions.

(1) It is expressly understood and agreed that the Trustees shall not be held personally responsible, either individually or collectively, for any act of omission or commission, but shall only be held accountable for their willful misconduct. The Trustees may purchase liability or other insurance covering such risks.

#### ARTICLE IV. ASSESSMENTS

(a) In order to obtain the means necessary to pay the expenses of exercising the powers granted them by this instrument, the Trustees shall, at any time during the calendar year, ascertain and determine the total amount which will be required during the said year for the exercise of their powers as aforesaid, which said total amount as ascertained and determined by said Trustees, shall be divided proportionally among each owner in this Subdivision and every such owner shall pay one equal share of said amount for each full acre owned, it being understood and agreed, however, that the annual amount so to be paid shall not exceed \$100.00 per acre in any one calendar year.

(b) The trustees shall be and they are hereby empowered to levy an annual assessment against each tract, parcel or lot contained within the tract of real estate described as Lot 1 of the Subdivision of the Estate of Alton Hibler in an amount not to exceed One Hundred Dollars ( \$100.00 ) per acre in any one calendar year for the purpose of providing funds to defray all proper and necessary expense of the Trustees incurred in the performance of their duties, including providing funds for maintenance of the entrances and the divider island, and for such maintenance which in the judgement of the Trustees, shall inure to the benefit of the property owners. Written notice shall be given to each record owner as provided in Article I, paragraph (a), or by delivering such notice in person to any resident property owner by leaving such notice with any person over the age of sixteen (16) years at such residence, or by posting a notice on any tract, parcel, or lot which is unimproved. All assessments shall become due and payable thirty (30) days from the date of levying of an assessment and, if not paid within said time, shall bear interest from the date of the levying of such assessment at the rate of nine percent (9%) per annum until paid. (The interest rate shall be periodically reviewed by the Trustees and adjusted to reasonable prevailing rates.) The amount of said assessment plus interest thereon as provided herein, as given in said notice, shall be and become, from the date when due, a first and prior lien, inferior only to the lien of the state and the county for taxes and any previously recorded bona fide Deed of Trust upon the respective lot or lots shown in said notice of demand, and said lien shall be enforceable by suit, and said Trustees are authorized to institute suit in any court of competent jurisdiction against the owner or owners of any lot



or lots so in default, to compel payment of the amount in default with interest, costs of court, and reasonable attorneys' fees and also to secure the foreclosure of said lien, which lien shall also cover interest and court/attorneys' fees as aforesaid. The Trustees are further authorized to prepare a statement of the amount of the above assessment due from each such lot owner in this Subdivision together with a description of said lot and this, upon being acknowledged by any one of the said Trustees, may be filed in the office of the Recorder of Deeds in St. Louis County, as record evidence of said lien or liens.

(c) If the Trustees shall consider it necessary to make any expenditures requiring an assessment in addition to the assessments above provided for, they shall submit, in writing, to the owners of lots for approval, an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided in reference to the election of Trustees, by a two-thirds (2/3) majority vote of those lot owners present in person or by their proxy, the Trustees shall notify all owners in the subdivision of the additional assessments. The limit of \$100.00 per acre per calendar year for general purposes shall not apply to any assessment made under the provisions of this subparagraph.

(d) Notwithstanding any other provisions to the contrary in this Indenture, the Trustees shall make suitable provisions for all compliance with all subdivision ordinances, rules and regulations of St. Louis County or any other governmental entity having jurisdiction over the Subdivision and for such purposes shall not be limited to the maximum assessment provided for herein.

(e) 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 a savings institution protected by the Federal Savings and Loan Insurance Corporation, at such interest deemed advisable by them in their discretion. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer may be bonded for the proper performance of his duties if determined by the Trustees and if so determined, then in an amount to be fixed by the Trustees.

#### ARTICLE V. SPECIFIC RESTRICTIONS

The following specific restrictions are imposed upon the lots and lands in this subdivision:

(a) All tracts, parcels and lots within the Subdivision shall be used only for single-family residential purposes. No structures shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height with a private garage for not more than four



(4) cars.

(b) No buildings, property-line hedges, trellises, fences, metal or plastic awnings or canopies, jalousies or door or window enclosures of any porch, or other exterior structures, additions, or improvements of a permanent nature shall be erected, placed, installed, or altered on any residential lot in this subdivision and no change of grade of any lot shall be made until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Trustees as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished grade elevation, by the Trustees. In the event two Trustees fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, such approval will not be required and this covenant will be deemed to have been fully complied with. For this purpose, submission of the required plans and specifications to any one of the Trustees shall be deemed submission of such documents to the Trustees for review.

(c) No building shall be located nearer to the front, rear, or side building lines than the minimum building lines shown on the recorded plat. The Trustees shall have the power to grant variances in individual cases from the restrictions in this subparagraph when it is demonstrated to the satisfaction of the Trustees that practical difficulties and unnecessary hardships will result and that the spirit and harmony of these restrictions, as a whole, will be observed. The restrictions as to the building lines on the front, rear, or side lot lines shall not, however, prohibit the projection into said space of any terrace, open porch, bays, chimney, roof overhang, downspout, or gutter which may be approved in the manner set forth in subparagraph (b) above. No outbuildings, sheds, or detached garages shall be placed, constructed or allowed to stand upon any residence lot, except that dog houses and other household pet shelters, not exceeding four (4) feet in height, shall be permitted.

(d) No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No trailer, basement, tent, garage, barn, shack or outbuilding of any kind or character in this subdivision shall at any time be used as a residence either temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

(f) (1) Small trucks, truck trailers, camp trailers, house trailers, mobile homes, motor homes, RVs, boats, boat trailers, or other vehicular or mechanical equipment shall only be parked on a residence lot if it is housed in a garage or in a manner that it is: a) behind the front house line, b) hidden from view by using natural means, such as, trees, shrubbery, or trellises, and c) not parked on



the premises for more than six (6) months per calendar year.

2) In addition to the automobiles parked in the garage, up to two (2) more automobiles may be parked on the driveway of a residence lot on a regular basis without prior approval of the Trustees. Parking of additional automobiles shall be subject to written approval by the Trustees and shall be limited to a total number of automobiles equal to the number of permanent residents at the said address who are licensed drivers.

3) No basketball or other game equipment and no laundry lines or poles shall be constructed, attached to, or built, upon the front of any building or in front of the front line of any residence building of any residential lot.

(g) No new single-story residence shall be erected or maintained on any tract, parcel or lot of the Subdivision which shall contain an area of less than 2,000 square feet on the first floor, exclusive of garage and open breezeway; area added to an existing house is exempted from this requirement. For the purposes of this paragraph "first floor" shall include the aggregate area of split level and similar residences containing more than one level but not constituting a multi-story residence. Multi-story residences shall contain an area of at least 1800 square feet on the first floor exclusive of garages and open breezeways and shall contain an aggregate area of at least 2600 square feet exclusive of garages and open breezeways.

(h) The design and architecture of any structure to be erected or maintained on any lot in the Subdivision shall be approved by the Trustees. Guidelines concerning design and architecture shall be adopted by the Trustees from time to time and shall be used by the Trustees to ascertain that the structure shall conform in exterior appearance and value to other single-family dwellings then in existing within the Subdivision.

(i) No garbage or rubbish receptacle or container shall be permitted or used in the Subdivision except that of a sanitary type and no incinerator, ashpit, or permanent receptacle for rubbish or ashes shall be permitted in any yard unless approved by the Trustees.

(j) No animals, birds, or reptiles of any kind, other than a total of three (3) dogs or cats or other traditional domestic pets, shall be permitted on the premises without the approval of the Trustees. Such traditional domestic pets shall not be kept, bred, or maintained for any commercial purposes. Large animals such as ponies or horses shall not be allowed. If a question arises on this subject the determination of the Trustees shall be considered final in all cases. Housing or fencing for keeping household pets outdoors must have the Trustees' prior written approval according to the procedures set forth in subparagraph (b) above.



(k) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, signs identifying the address of the property, and political signs reasonable in size and number.

(l) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or any structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. All gas or oil tanks shall be installed below grade level in a manner approved by the Trustees.

(m) No property-line fencing or wall shall be allowed. No other fences or walls shall be placed or permitted to remain on any tract, parcel or lot without the prior approval of the Trustees. Fences approved by the Trustees shall be limited to four and one half (4.5) feet in height. The Trustees shall develop a set of standards regarding fences and apply those standards uniformly to each request for consent received by the Trustees. The standards shall comply in all respects with the limitations on fences contained herein and promote harmony and consistency within the subdivision. In the event that any fence shall be permitted to deteriorate and fall into disrepair, and said fence is not repaired after notice from the Trustees, the Trustees may in their discretion, repair or restore such fence, and charge the cost of the same to the then owner of the lot or lots, pursuant to the assessment and collection powers and procedures set forth herein.

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

(o) No downspouts or roof drainage water shall be connected to the sanitary sewer systems.

(p) No lot shall be leased, subleased, or resubdivided.

(q) All water and sewage from household usage shall be disposed of through the public sanitary sewer system. No outside toilet, latrine, or outhouse shall be constructed on any lot in the subdivision.



(r) The outside exterior walls of all structures shall be constructed of wood or wood products, clay, brick, rock, stone, or traditional siding products including but not limited to vinyl, steel, aluminum, etc., sightly and of good workmanship, and if the exterior be of wood or wood products, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not be permitted without first having obtained the approval of the Trustees.

(s) No lot shall be planted in field crops. All grasses and weeds which may grow upon any lot shall be cut and trimmed by the owner thereof so as not to permit a height any greater than six (6) inches.

(t) All outside exterior walls of any structure shall be completely finished within ninety (90) days after the footing or foundation of any structure has been completed.

(u) All lots shall be seeded or sodded and landscaped within twelve (12) calendar months from the date of issuance of a building permit for the erection of a residence on any tract, parcel or lot.

#### ARTICLE VI. GENERAL PROVISIONS

(a) The Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

(b) Any and all parcels of land comprising a part of the Subdivision shall be subject to and governed by all the restrictions, conditions, terms, assessments and benefits heretofore provided for in this Agreement.

(c) The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting, or for any other improvements in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. The Trustees shall not be entitled to any compensation for services performed pursuant to this Indenture.

(d) The covenants, restrictions and provisions of this instrument shall run with the land and shall be binding on all parties and all persons claiming under them or affected by them.

(e) At any time after the date of the recording of this instrument, if any provisions hereof relating to building lines are



inadvertently violated during the initial construction on any particular lot, such building line restrictions may be changed by written consent of the Trustees and approval from applicable governmental authorities.

(f) The original term of the Indenture shall be extended for a period of twenty-five (25) years, and shall expire on January 1, 2025. In the event the Subdivision is vacated, there-after, fee simple title shall vest in the then lot or unit owners as joint tenants. The rights of the joint tenants shall only be exercisable appurtenant to and in conjunction with their lot or unit ownership.

(g) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions or provisions of this instrument it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the said person either to prevent him or them from so doing or to recover damages or other dues for such violation.

(h) Invalidation of any one of the covenants, restrictions or provisions of this instrument by judgment or court order shall in no way affect any of the other covenants, restrictions, or provisions which shall remain in full force and effect.

(i) This Indenture may be amended, modified, or changed at any time and from time to time upon approval of sixty-seven percent (67%) of the record property owners voting in favor of such amendment, modification or change at a meeting of lot owners to be called and held in the manner provided in Article I subparagraph (b) of this Agreement with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

(j) The Trustees are hereby authorized to sign and file any amendment to said original Indenture of Trust and Restrictions and such amendment shall contain certification that it has been approved by sixty-seven percent (67%) of the record property owners at a duly called meeting of lot owners.

(k) Improvements existing at the time of any amendment to said original Indenture of Trust and Restrictions shall be deemed to comply with these Indentures.

All other provisions, restrictions and protective covenants set forth in said original Indenture of Trust and Restrictions, dated September 21, 1956, and recorded in said Recorder's Office in Plat Book 9, Page 143 as aforesaid, except as herein amended, changed and modified, are hereby reaffirmed and reestablished.



WE THE UNDERSIGNED TRUSTEES and voting witnesses attest to a seventy five percent (75%) affirmative vote of the voting record property owners of Lot 1 of the Subdivision of the Estate of Alton Hibler. This affirmative vote has caused these presents to be executed as of this 5th day of June 1990.

William A. Schneider  
WILLIAM SCHNEIDER

Owen B. McBee  
OWEN MCBEE

Morton Stitch  
MORTON STITCH

TRUSTEES IN OFFICE

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this 5th day of June, 1990, before me personally appeared William Schneider, Owen McBee and Morton Stitch, to me known to be the persons who executed the foregoing instrument, and acknowledge 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 at my office in said county and state the day and year last above written.

My Commission Expires: 4/1/91

Michael R. Quinn  
NOTARY PUBLIC

Michael Quinn