

**PLEASANT HOLLOW
HOMEOWNERS ASSOCIATION**

DECLARATION OF RESTRICTIONS

INDENTURE CREATING HOME OWNER'S ASSOCIATION

AND

ESTABLISHING RESTRICTIONS

**AMENDED:
AUGUST 1, 1983**



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PLEASANT HOLLOW

ST. LOUIS COUNTY, STATE OF MISSOURI

THIS INDENTURE, made and entered into this day of April, 1971 by and between ST. LOUIS CONCRETE PIPE COMPANY, a Missouri Corporation and EDWIN C. RYDER, JR., HELEN JOAN RYDER, LAWRENCE F. BEHYMER, SR. and CHARLENE M. BEHYMER, all of the County of St. Louis, State of Missouri, Parties of the First Part, and EDWIN C. RYDER, JR., LAWRENCE F. BEHYMER, SR., STERLING R. KENNEDY, RUSSELL A. GRANTHAM, and WILLIAM J. RILEY, all of the County of St. Louis, State of Missouri, Parties of the Second Part, and such other persons who shall hereafter be elected as Trustees hereunder, herein referred to as Trustees,

WITNESSETH THAT:

WHEREAS, the Parties of the First Part are the owners of a tract of land situated in the County of St. Louis, State of Missouri and described as:

Several tracts of land in Survey 177 through 190 of the Common Field of St. Ferdinand Township 47 North, Range 6 East, in St. Louis County, Missouri and being more particularly described as follows, to wit: Beginning at the intersection of the southwest line of Lot 1 of Joseph L. Hyatt's Estate Subdivision, a subdivision recorded in Plat Book 5 Page 20 of the St. Louis County Records, with the northwest line of Shackelford Road, 40.00 feet wide; thence along the southwest line of said Lot 1, north 52 degrees 32 minutes west, 792.10 feet to the most western corner of the tract of land conveyed to Robert L. Hyatt by Deed, Book 97 Page 316 of the St. Louis County Records; thence along said Robert L. Hyatt northwest line north 37 degrees 54-1/2 minutes east, 809.49 feet to a point in the northeast line of Survey 190; thence along said northeast line north 52 degrees 22 minutes west, 3213.35 feet to the most eastern corner of a 30 acre tract conveyed to Joseph Desloge by Deed Book 1599 Page 277 of the St. Louis county Records; thence along the East line of said Desloge tract, south 37 degrees 54-1/2 minutes west, 819.89 feet to the southeast corner of said tract; thence along the south line of said tract, north 52 degrees 32 minutes west 319.99 feet to the most eastern corner of a 24.38 acre tract conveyed to H. Wesling by Deed Book 129, Page 155 of the St. Louis County Records; thence along the east line of said Wesling tract, south 20 degrees 45 minutes west, 856.15 feet to the most southern corner of said tract; thence south 31 degrees 08-1/2 minutes west, 1091.98 feet to a point; thence south 38 degrees 05 minutes west, 936.54 feet to a point in the south line of Survey 177; thence along said south line, south 51 degrees 55 minutes east, 3705.61 feet to a point, thence north 37 degrees 55 minutes east, 260.00 feet to a point; thence south 51 degrees 55 minutes east, 240.00 feet to a point on the northwest line of Shackelford Road;

thence north 37 degrees 55 minutes east, 2623.75 feet to the point of beginning.

EXCEPTING THEREFROM, the following: a tract of land in Surveys 181, 182 and 183 of the Common Field of St. Ferdinand, Township 47 North, Range 6 East, St. Louis County, Missouri and being more particularly described as follows, to wit;

Beginning at the point of intersection of the northwest line of Shackelford Road, 40 feet wide with the south line of Survey 177 of the Common Field of St. Ferdinand; thence along the northwest line of Shackelford Road, 37 degrees 55 minutes east, 1080.00 feet to a point; thence north 52 degrees 05 minutes west, 300.41 feet to the point of beginning of the tract herein described; thence north 52 degrees 05 minutes west, 300.42 feet to a point; thence north 37 degrees 55 minutes east, 1030.00 feet to a point; thence south 52 degrees 05 minutes east, 300.42 feet to a point; thence south 37 degrees 55 minutes west, 1030.00 feet to the point of beginning, and containing 7.10 acres.

ALSO EXCEPTING THEREFROM, the following; a 1.671 acre tract owned by Anthony G. Korte and Marjorie Korte with dimensions of 280 by 260 feet on the southeast corner of the tract.

WHEREAS, the above tract of land has been approved as a planned environment unit under the zoning ordinances of St. Louis County, and

WHEREAS, parties of the first part shall cause the above tract of land to be subdivided and the subdivision thus created, to be known as "PLEASANT HOLLOW", and

WHEREAS, there have been or may be designated, established and recited on said subdivision plat, certain easements which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wire, storm water drainage, street lights and other facilities and public utilities for the benefit of the owner or owners of the lots and properties shown on said plat; and

WHEREAS, it is the purpose and intention of this Indenture to create a means of cooperation between present and future 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 establishing of a harmonious atmosphere and common interests, facilities and recreational activities directed to making for a wholesome spirit of neighborly understanding and cooperation; to preserve said tract of land as a restricted neighborhood and to protect same against certain uses by the adoption of a common plan and scheme of restrictions; to apply that plan and restriction to all of said land and every parcel thereof as it may be sold from time to time, but also in favor of or against each said parcel as against or in favor of any and all other parcels within said area in the hands of the

present or future title holders or occupants of any or all said parcels and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restriction", are jointly and severally for the benefit of the Parties of the First Part and of all persons who may purchase, hold or own from time to time any of the several lots or properties covered by this instrument;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to Parties of the First Part in hand paid by the Parties of the Second Part, the receipt of which is hereby acknowledged, and further in consideration of the advantages to accrue to the Parties of the First Part as well as to future owners of said lots, and with the agreement and consent of the Parties of the Second Part to act as "Trustees" hereunder, the Parties of the First Part hereby grant, bargain, sell, convey and confirm unto the Parties of the Second Part as "Trustees"; and as joint tenants and not tenants in common, and to the successor or successors of them, and to such other members of the Trustees as shall be elected hereunder under the provisions hereof;

A. All common property, public utility easements, storm water sewers and drainage facilities, if any, contained in said land covered by this Declaration;

B. Easements in, over, upon and across such portions of said land as may be now or hereinafter designated, as follows;

The rights, benefits, and advantages within said subdivision of having Ingress and Egress to and from, over, along and across such common property, public utility easements, storm water sewers and drainage facilities and appropriately beautifying, maintaining, improving, rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on same; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of said subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for telegraph and telephone wires and suitable pipes, conduits or other means of conducting electricity or other useful agencies;

TO HAVE AND TO HOLD the same to said Trustees and their successors forever IN TRUST for the Grantor and the present or future owners of each of the said lots or property, and said lots or property and all of them shall remain subject to the burdens and entitled to the liens involved in said easements and the said Grantors for themselves, their executors, administrators and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantors, its

executors, administrators or assigns, to any part of the said property hereinabove described, hereby provides that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels as may be purchased in said subdivision provided, however, that said easements are created and granted subject to the powers and rights granted to the Trustees by this Indenture and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Trustees and their successors may make and prescribe or as may be made or prescribed under and by authority of the provisions of this Indenture.

Notwithstanding any other provision of this Indenture, in the event that the trust with respect to common property is in effect at the end of 20 years from the date of this Indenture or, if earlier terminated, at the time of such termination, the then members of the Board of Governors shall convey, by deed all of the common property, if any, to the then owners of lots or property in this Pleasant Hollow Subdivision as joint tenants; but the rights of said joint tenants, shall be only appurtenant to and in conjunction with their ownership of lots or property in Pleasant Hollow Subdivision, and any conveyance or change of ownership of any lot, lots or property in Pleasant Hollow Subdivision shall carry with it ownership in common lands so that none of the owners of common property shall have such rights of ownership as to permit them to convey their interests in the common property, except as an incident to the ownership of a regularly platted lot or property and any sale of any lot or property in Pleasant Hollow Subdivision shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided however, that all of their rights, powers and authorities confer upon the Trustees of Pleasant Hollow shall continue to be possessed by the said Trustees.

I

CREATION OF "PLEASANT HOLLOW
HOME OWNERS ASSOCIATION"

All of the present and future lot owners or home owners or owners of multi family property, as are now or shall be in the future subject to this Indenture, shall, as a group, hereby be established and hereby be known as "Pleasant Hollow Home Owners Association" and as such lot owners or home owners, or owners of multi family property, 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
MEETING OF PROPERTY OWNERS

There shall be five (5) members of the Trustees hereunder, same being at the date of the execution of this Instrument the Second Parties hereto. During the period of service of said Second Parties as Trustees as provided herein, one or more of same shall be subject to removal by Parties of the First Part with or without cause, and the Parties of the First Part shall have the exclusive right to designate the successor to such removed member for his unexpired period of service as provided for hereunder. Should any of Second Parties, or their appointed successors as described above, die, resign, or cease to hold the 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 Trustees under this Indenture, then and thereupon, the Parties of the First Part shall have the exclusive right to designate the successor thereto for his unexpired period of service as provided hereunder.

After the Parties of the First Part have sold and conveyed all of the single family lots and houses platted in "Pleasant Hollow" or at the next following annual meeting of the lot owners to be held thereafter, Parties of the Second Part or their appointed successors shall resign and five (5) successors shall be elected by the lot owners to fill their vacancies. Of those nominated and elected to fill said vacancies, the electee receiving the greatest number of votes shall serve for five years, the electee receiving the second greatest number of votes shall serve for four years, and the electee receiving the third greatest number of votes shall serve for three years, and the electee receiving the fourth greatest number of votes shall serve for two years, and the electee receiving the fifth greatest number of votes shall serve for a term of one year. It is the intention of this instrument that following the resignation of Parties of the Second Part that the terms of the five members of the Trustees be staggered to the end that one member of the Trustees shall be elected at each annual meeting of the lot owners. Thereafter the term of each member of the Trustees shall be for two years.

Following the annual meeting of the lot owners as provided for herein, the Trustees shall designate one of its members to serve as Chairman and one member to serve as Secretary until the time of the next following said annual meeting. There shall be an annual meeting of said lot owners to be held on the fourth Saturday of January of each year during the term of this instrument, said meeting to be held at a convenient place in the City or County of St. Louis and there may be special meetings of said lot owners as may be called by any three members of the aforementioned Trustees, also to be held at a convenient place in the City or County of St. Louis. Ten (10) days notice in writing to the owner of each lot or multi family property of the time and

place of any annual or special meeting shall be given by the Trustees or by the members of the Trustees calling said meeting, by depositing same in the United States mail, properly addressed and with postage prepaid. The successor or successors to the elected members of the Trustees whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, or one (1) vote for each four (4) multi family units 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 above. In the event that any one of the five (5) elected members of the Trustees duly elected hereunder, shall die or cease to reside in the land subject to this instrument, or become incompetent for whatever reason to discharge the duties or avail himself of or exercise the rights and powers herein granted or bestowed upon him or them as a member of the Trustees under this Indenture, then and thereupon, it shall be the duty of the remaining members of said Trustees to select a successor to fill the unexpired term of such deceased or incompetent member. Any business relevant or pertinent to the affair of the subdivision may and shall be transacted at any annual or special meeting described above.

All members of the Trustees, except Second Parties and their appointed successors as described above, shall be owners of the land subject to this instrument.

"Robert's Rules of Order" shall govern proceedings at all meetings of the lot owners and the Trustees hereunder. all actions of the lot owners and of the Trustees at annual or special meetings shall be by a majority of votes cast at such meetings.

A majority of the Trustees shall constitute a quorum at any meeting thereof.

III

RESERVATION OF EXPENDITURES

The Parties of the First Part reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, engineering fees and consultation fees with respect to any subdivision or land which is now or may in the future be made subject hereto.

IV

THE TRUSTEES

The Parties of the First Part hereby vests the Trustees with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with the respect to all of the land which is now or which may in the future be made subject hereto under the terms and provisions hereof:

A. To exercise such control over the easements which are now or in the future to be dedicated to public bodies and agencies, public utilities or others furnishing common services to occupants of the land subject hereto, as is necessary to maintain, supervise, and insure the proper use of said easements by the necessary public utilities, 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, sewers, pipes, poles, wires and other facilities and public utilities for service to the lots shown on said plat.

B. Abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when all members of the Trustees unanimously agree that it is in the best interest of the subdivision that same be abandoned.

C. To prevent in their own names as the Trustees, any infringement and to compel the performance of any restriction set out in this Indenture or established by law. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

D. To clear rubbish and debris and remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expense so incurred. The Trustees or their officers, agents or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting.

E. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings or out-buildings or alterations, in the external appearance of the buildings already constructed, it being provided that no building, fence, detached building, out-building or other structure may be erected or structurally

altered on any of said lots or properties unless there shall be first the written approval of a majority of the Trustees to the plans and specification therefor and to the grade proposed therefor.

F. To require a reasonable deposit in connection with the proposed erection of any building, fence, detached building, out-building or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damage to subdivision improvements shall be repaired.

G. To establish and fixed minimum costs which shall apply to building and structures which may be erected on said lots as the Trustees deem necessary and desirable in order to maintain a high character of the buildings and structures which may be erected on said lot. Minimum costs so established and affected shall at all times be subject to revision or abandonment at the discretion of the Trustees in order to provide that the buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

H. The Trustees may provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage and may otherwise provide for the public health, safety, welfare and morals of property and assume contracts for such purposes covering such periods of time as they may consider advisable.

I. The Trustees may receive, hold, convey, dispose of and administer IN TRUST for any purpose mentioned, in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

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

K. At the discretion of the Trustees, in the interest of the health, welfare, safety and morals of the lot owners and multi-family owners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or Municipality regulation, said Trustees shall have the right and power;

(1) To provide lights on streets, parks, gateways, entrances, common property and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes and pedestrian ways and to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for maintain,

spray, trim and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere in the interest of health, welfare, safety and morals in the interest of health, welfare, safety and morals within the land subject hereto;

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

L. The right and power to establish, operate, conduct, regulate, maintain, repair, add to or reduce such common property, buildings and facilities as may exist or be established on the land subject hereto; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

M. The Trustees shall have the full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Trustees 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, liabilities of every nature and description.

(3) To borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by Deed of Trust, Mortgage, Lien or Encumbrance on same;

(4) To make all types of permanent, temporary, construction or other loans;

(5) To enter into leases as lessor on portions of the common land for the purposes of construction and maintenance of recreational facilities with a rental for said common land to be determined at the discretion of the Trustees.

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

N. The Trustees and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and parcels of land in the subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument;

(1) To make assessments of a sum not to exceed \$50.00 per single family lot and \$10.00 per individual multi-family unit in any one year for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain and operate street lights, parks, paths, easements, sewers, utilities, parking spaces and trees on common property and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners and to perform any of their duties or rights hereunder, except as expressly limited hereunder. aid assessment and limitation of annual amount shall not include any charges for the use of swimming pools and other recreational facilities, either maintained by the Trustees or leased to other parties on common land.

(2) If any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated be approved, either at a meeting of the lot owners duly called and held in the manner provided with reference to the election of members of the Trustees by a majority vote of all the lot owners, voting by written ballot, in person or by proxy; or by the written consent of the owners of a majority of the lots, the Trustees shall notify all owners in said tracts of the additional assessment; the limit of Fifty (\$50.00) Dollars per lot per year for single family lots and ten (\$10.00) dollars per lot per year for multi-family units shall not apply to any assessment made under the provisions of this paragraph.

(3) All assessments, either general or special made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to wit;

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail with postage pre-paid, or may be given by posting a brief notice of the assessment upon the lot itself.

(b) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight per cent (8%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said multi-family property and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, and Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with

respect to any one or more lots or multi-family properties and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording, at the expense of the Owner of the property affected, a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessment.

(c) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist, are hereby referred to and made a part of this instrument.

(d) Except as otherwise provide, no assessment shall be made except upon resolution duly adopted by a majority of the Trustees at a meeting of the Trustees, which resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Trustees Meetings.

O. 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, at the best rate of interest obtainable. The Trustees shall designate one of their members 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 shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

P. All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture. Members of the Trustees shall not be personally liable for their acts in the performance of their duties save for dishonesty or acts criminal in nature.

Q. Notwithstanding any other provisions or conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinance, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically, and not by way of limitations, the Trustees shall make provisions for the maintenance and operation of all street lights.

RESTRICTIONS

The Parties of the First Part herewith covenants with the Trustees, their successor or successors in trust, and all owners of lots and properties in this subdivision, their grantees, lessees, assignees and heirs, that the following general restrictions shall apply to all land subject hereto and each owner or owners of such land, their grantees, lessees, assignees and heirs covenant;

A. That no person may dwell in or occupy on any of said lots, any garage, out-building, trailer or other structure not designated as permanent or stationary, nor may any person use any of said lots or any building or structure thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. These restrictions shall apply to single family residence and multi-family residences, but shall not apply to schools, churches, nursery schools or other uses constructed on the common land with permission of the Trustees as provided under the proper zoning ordinances of St. Louis County, Missouri.

C. The following restrictions hereby apply to single family residences on single family lots only;

(1) That the height of the buildings, the minimum dimensions of yards and the minimum lot area for families shall be as follows:

(a) No building hereafter erected or structurally altered shall exceed Twenty-five (25) feet in heights.

(b) Every building other than accessory buildings that are hereafter erected or structurally altered shall provide a front yard of at least twenty (20) feet in depth; a rear yard of not less than fifteen (15) feet in depth, said front yard to be established in accordance with the building lines as set out by the property County regulatory body. Accessory buildings hereafter erected or structurally altered shall not be located within ten (10) feet of the rear line of said lot nor within three (3) feet of any side line of said lot.

(c) There shall be a side yard on each side of the principal building having a width of not less than three (3) feet, and further that there shall be at least ten (10) feet between the principal buildings on adjoining lots.

D. Yard requirements in regard to the multi-family property shall be those as determined by the proper regulatory body of St. Louis, County, Missouri.

E. That no livestock, excepting household pets, may be kept in or on any part of said property unless written permission be obtained from the Trustees and if granted, shall be revokable at the pleasure of the Trustees. Such household pets shall be limited in number as not to constitute a nuisance in the opinion of the Trustees.

F. That no residence, accessory building or any portion of any lot shall be used as a boarding house nursing home, rooming house, club house or road house, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgement of the Trustees, to the owners or inhabitants of lots in land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

G. No one will be permitted to live on any lot in a temporary building, a trailer or a tent erected or placed thereon.

H. No fence may be erected without the consent in writing of a majority of the Trustees. Said Trustees may approve, unless good cause to the contrary exists, fences located behind the front building line if such fence is less than four (4) feet in height and is at least fifty per cent (50%) open and except also that a privacy fence may be erected if such privacy fence is less than six (6) feet in height; not more than forty-five (45) feet in length. In the event that any fence shall be permitted to deteriorate and fall into disrepair, the Trustees may, in the discretion, repair or restore such fence and charge the cost of same to the then owner of such lot.

I. With respect to any corner lot, there shall be no shrubbery, trees, flowers, vegetation, walls and fences greater than Two (2) feet in height within an area which would obstruct the vision of vehicles entering the intersection. In the event of violation of this restriction, the Trustees, their agents, servants and employees shall have the absolute right to enter upon the lot involved and remove, trim, cut or destroy any shrubbery, trees, other vegetation or other structures or obstacles in violation of this restriction.

J. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the single family lots on the land subject nor or in the future except for the erection and maintenance of not more than four square feet in size and used for the sole and exclusive purpose of advertising for sale or lease the lot or tract on which it is erected.

VI

ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees, or assigns, or any one of them hereafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), for the said Trustees, in behalf of or for the benefit of themselves aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of said parcels of land, or any part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Parties of the First Part or against its heirs, executors; administrators and assigns, unless they, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant embracing such parcel or part thereof. It is and is hereby declared to be that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land in said area and with all titles, interest and estates in same, and be binding upon every owner or owners, lessees and their occupants, or any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

The restrictions herein contained and the provision of this Indenture are to be considered independently, and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions of this Indenture shall not be thereby impaired or affected.

VII

DURATION, AMENDMENTS, MODIFICATIONS

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for fifty (50) years from the date of the Indenture and shall, as then in force, be continued automatically without further notice, for successive periods of then ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, notice is given to the Trustees by at least twenty-five per cent (25%) of the owners of lots platted on the land then subject hereto of their intention to terminate this Indenture, in which event same shall be terminated and ended at the end of such period.

Parties of the First Part and their successors herein reserve the right and shall have the right to amend this Indenture in any manner whatsoever including by way of example and not by way of limitation, the right to relocate building lines established by any recorded plat and the right to subdivide or relocate any platted lot line (without notice, at any time), so long as Parties of the First Part retain legal ownership of one or more lots or of any part of the project, provided said Parties of the First Part shall first cause the notice of said amendments to be filed in the Office of the Recorder of Deeds of the County of St. Louis.

IN WITNESS WHEREOF, the said Parties of the First Part and Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

ST. LOUIS CONCRETE PIPE COMPANY

Edwin C. Ryder, Jr., Secretary

BY _____
Russell A. Grantham, Vice President

Edwin C. Ryder, Jr.

Lawrence F. Behymer, Sr.

Helen Joan Ryder

Charlene M. Behymer

Parties of the First Part

Edwin C. Ryder, Jr.

Sterling R. Kennedy

Lawrence F. Behymer, Sr.

Russell A. Grantham

William J. Riley

Parties of the Second Part

AMENDMENT TO DECLARATION OF RESTRICTIONS INDENTURE
CREATING HOMEOWNERS ASSOCIATION AND
ESTABLISHING RESTRICTIONS IN PLEASANT HOLLOW SUBDIVISION,
ST. LOUIS COUNTY, STATE OF MISSOURI

WHEREAS, a Declaration of Restrictions Indenture Creating Homeowners Association and Establishing Restrictions for Pleasant Hollow Subdivision in St. Louis County, State of Missouri, was executed on April 30, 1971, and recorded at Book 6514, page 976 of the St. Louis County, Missouri, Records (hereinafter referred to as "the Declaration"); and

WHEREAS, the Parties of the First Part named in the Declaration (being St. Louis Concrete Pipe Company, a Missouri corporation, Edwin C. Ryder, Jr., Helen Joan Ryder, Lawrence F. Behymer, St., and Charlene M. Behymer) and their successors reserved the right to amend the Declaration in any manner whatsoever so long as said parties retained legal ownership of one or more lots or of any part of the project as therein defined; and

WHEREAS, Russell A. Grantham, as Trustee under Trust Agreement dated October 29, 1981, known as Trust No. 43072 holds title to numerous lots and properties in Pleasant Hollow Subdivision as Trustee for Pleasant Hollow Joint Venture, which Joint Venture is a successor to the Parties of the First Part names in the Declaration; and

WHEREAS, Russell A. Grantham, Trustee, in his capacity as successor to the Parties of the First Part named in the Declaration, desires to amend same.

NOW, THEREFORE, Russell A. Grantham, Trustee under and pursuant to Trust Agreement dated October 29, 1981, and known as Trust No. 43072, does hereby amend the Declaration of Restrictions Creating Homeowners Association and Establishing Restrictions for Pleasant Hollow Subdivision in St. Louis County, State of Missouri, dated April 30, 1971, and recorded at Book 6514, page 976 of the St. Louis County, Missouri, Records (hereinafter referred to as "the Declaration") in the following respects:

1. The words "20 years" in the third line of the last paragraph on page 3 of the Declaration is hereby changed to "50 years".
2. Paragraphs E, F and G in Article IV of the Declaration are hereby deleted.
3. Paragraph N (2) in Article IV of the Declaration is hereby deleted and the following provision substituted in lieu thereof:

"(2) The maximum annual assessments of Fifty and no/100 Dollars (\$50.00) per single-family unit and Ten and no/100 Dollars (\$10.00) per individual multi-family unit in any one year as set forth in paragraph (1) above, shall, however, be subject to being increased from and after January 1, 1984, to reflect increases in the Consumer Price Index as established by the United States

Department of Labor (all time index for All Urban Consumers in the United States) over a base period figure of January 1, 1983). For years commencing January 1, 1984 and thereafter, the maximum assessments of Fifty and no/100 Dollars (\$50.00) per single-family unit and Ten and no/100 Dollars (\$10.00) per individual multi-family unit may be increased by an amount equal to the percentage increase in the Consumer Price Index, on a cumulative basis, over the period of time from January 1, 1983 to December 31 of the year immediately preceding the year for which such assessment is made. For example, the maximum annual assessment for the 1984 calendar year may be increased to reflect any increase in the Consumer Price Index for the period from January 1, 1983 to December 31, 1983, the maximum annual assessment for the 1985 calendar year may be increased to reflect any increase in the Consumer Price Index between January 1, 1983 and December 31, 1984; and so on."

4. The second paragraph of Article VII on page 11 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"This Declaration may only be amended by an amendment adopted by a seventy-five percent (75%) vote of all lot owners in Pleasant Hollow Subdivision, voting by written ballot, in person or by proxy, at an annual meeting or special meeting of the lot owners duly called for such purpose and held in the manner provided with reference to the election of members of the Trustees of Pleasant Hollow Subdivision as set forth in the Declaration; provided, however, that so long as Pleasant Hollow, Ltd., a Missouri limited partnership, (or such other persons or parties who may acquire all or part of the presently unplatted single-family land in Pleasant Hollow Subdivision) shall continue to own any property in Pleasant Hollow Subdivision, the specific approval of said Pleasant Hollow, Ltd. (or its successors as above-defined) shall be required to effect an amendment to this Declaration."

IN WITNESS WHEREOF, the undersigned has executed this document this 1st day of August, 1983.

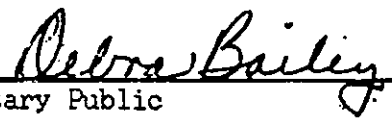


Russell A. Grantham, Trustee

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

On this 18th day of July, 1983, before me personally appeared RUSSELL A. GRANTHAM to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, serving in his capacity as Trustee under Trust dated October 29, 1981, and known as Trust No. 43072.

IN WITNESS 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.



Notary Public

My commission expires:

RESIGNATION OF TRUSTEES UNDER
DECLARATION OF RESTRICTIONS INDENTURE CREATING HOMEOWNERS
ASSOCIATION AND ESTABLISHING RESTRICTIONS IN
PLEASANT HOLLOW SUBDIVISION, ST. LOUIS COUNTY,
STATE OF MISSOURI

WHEREAS, a Declaration of Restrictions Indenture Creating Homeowners Association and Establishing Restrictions for Pleasant Hollow Subdivision in St. Louis County, State of Missouri, was entered into on April 30, 1971, and recorded at Book 6514, page 976 of the St. Louis County, Records thereafter referred to as "the Declaration"), and

WHEREAS, the Declaration was amended by document executed on August 1, 1983, and recorded as Daily No. 544 in August 1, 1983, in the St. Louis County Record; and

WHEREAS, the undersigned are all of the Trustees presently serving under the terms of said Declaration, as amended; and

WHEREAS, the parties named as Parties of the First Part" under the Declaration on August 1, 1983, sold and conveyed all of the platted single-family houses in which they had an interest in Pleasant Hollow Subdivision; and

WHEREAS, the Declaration calls for the resignation of the acting Trustees upon the sale or conveyance of said property.

NOW, THEREFORE, the undersigned and each of them, under and pursuant to the terms of the Declaration, as amended, do hereby resign as Trustees of Pleasant Hollow Subdivision; and the undersigned, as the last acting Board of Trustees of said Subdivision do hereby designate November 15, 1983, as the date for the holding of a special meeting of the lot owners of Pleasant Hollow Subdivision to nominate and elect five (5) new Trustees to fill the vacancies on the Board of Trustees created by this Resignation. Said meeting of the lot owners shall be held at Hazelwood Junior High School, 1605 Shackelford Road, at 8:00 p.m., on November 15, 1983, for said purposes. The last acting secretary of the Board of Trustees of Pleasant Hollow Subdivision is hereby instructed to mail a notice of said meeting to all owners of lots or multi-family property in Pleasant Hollow Subdivision notifying them of the time and place of said special meeting at least ten (10) days prior to the date of meeting, in the manner set forth in Article II of the Declaration.

STATE OF MISSOURI)
)
County of St. Louis) SS.

County of St. Louis }
State of Missouri }
FILED FOR RECORD
Nov 12 1983
At 11:58 o'clock AM
John E. Fishbe
Recorder of Deeds

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 on the 2 day of November A.D. 19 83 11:58 o'clock AM and is truly recorded in Book 7552 Page 2302

Witness my hand and official seal on the day and year aforesaid.

Recorder of Deeds

By *John E. Fishbe*
Deputy Recorder

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

GLADYS LEMUTH, RANDY STONE,
CAROL SURTIN, MIKE BIONDI, and
BEVERLY ROBERTS, TRUSTEES OF THE
SUNSET PARK CONDOMINIUM
ASSOCIATION,

Plaintiffs,

vs.

JANICE C. HOVIS, DORMAN D. BAIRD,
JAMES J. MCCLURE, and GORDON I.
HAIGLER, TRUSTEES OF THE PLEASANT
HOLLOW HOMEOWNERS ASSOCIATION,
(hold for voluntary entry of
appearance by attorney),

Defendants.

FILED

Cause No.
9800-2077 OCT 07 1998
Division 10

GENE OVERALL
CIRCUIT CLERK, ST LOUIS COUNTY

CONSENT JUDGMENT

COME NOW Plaintiffs, Gladys LeMuth, Randy Stone, Carol Surtin, Mike Biondi, and Beverly Roberts, being the duly elected Trustees of the Sunset Park Condominium Association, and Defendants, Janice C. Hovis, Dorman D. Baird, James J. McClure, and Gordon I. Haigler, being the duly elected Trustees of the Pleasant Hollow Homeowners Association, by and through their attorneys, and consent and agree the following judgment may be entered in the above-described case.

1. That the legal description of the property encumbered by the Declaration of Restrictions and Indenture creating the homeowners association and establishing restrictions for Pleasant Hollow Subdivision, as recorded at Book 6514, Page 976 of the St.

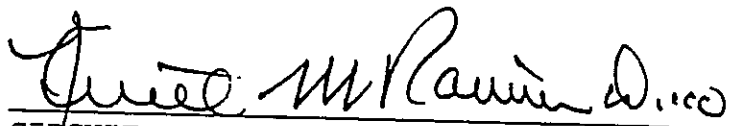
as shown on attached Exhibit A,
 Louis County Records, as amended, ^A be amended to read as described
 on Exhibit "C", and incorporated by reference herein, and
 specifically to exclude the property comprising the Sunset Park
 Condominium Association development, as recorded ^{in various} at Plat Books ~~5~~
 Page ~~5~~ of the St. Louis County Records, as identified in Exhibit "B".

2. That the property described on Exhibit "B", attached
 hereto be released from any encumbrance previously created thereon
 by the aforesaid Declaration of Restrictions and Indenture of
 Pleasant Hollow Subdivision, including any liens for assessments
 due to Pleasant Hollow, and from this day forward, being covered
 and governed by the Condominium Declaration and By-Laws of the
 Sunset Park Condominium Association only, provided, however, that
 the residents of both Pleasant Hollow and Sunset Park shall retain
 the right to utilize all streets contained within the Pleasant
 Hollow Subdivision now and in the future.

3. That this judgment be recorded with the St. Louis County
 Recorder of Deeds;

4. That the costs are assessed against Plaintiffs.

SO ORDERED:



 CIRCUIT JUDGE

DATED: 20021995

I certify and attest that the above is a true copy of the original record of the Court in case number 9800-2077 as it appears on file in my office.



Issued: 10-8-98

Gene Overall, Circuit Clerk
St. Louis County Circuit Clerk

By: Carol Bentley
Deputy Clerk

VATTEROTT, SHAFFAR & DOLAN, P.C.

Attorneys at Law
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(Dorsett Road at I-270)
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Paul J. Harris
Paul F. Devine*

Jeffrey J. Sandcork
John R. Hamill*

*Also Licensed in Illinois

Glennon R. Vatterott
(1917-1988)

Of Counsel
Charles H. Shaffar
David M. Dolan
Blair K. Drazic

November 2, 1998

Board of Trustees
Pleasant Hollow Homeowners Association
P.O. Box 1029
Florissant, MO 63031

In re: Consent Judgment

Dear Trustees:

Please find enclosed the recorded Consent Judgment. This means that, on record, the Sunset Park property is now separated from the Pleasant Hollow Subdivision and, of course, free of its indentures.

I am glad this worked out for you. Please keep this judgment in the official Homeowners Association records.

Should you have any questions, please contact me.

Very truly yours,



Frank J. Vatterott

FJV:rjs
Enclosure

Z:\WPDATA\PLEAX001.14C\PHHA.LR4

NOTE: EXHIBIT A, B AND C ARE EXCLUDED.
THERE ARE ORIGINAL SURVEY DATA. TRUSTEES HAVE COPIES FOR YOU IN

**AMENDMENT TO
DECLARATION OF RESTRICTIONS
INDENTURE CREATING HOMEOWNERS ASSOCIATION
AND
ESTABLISHING RESTRICTIONS IN
PLEASANT HOLLOW SUBDIVISION
ST. LOUIS COUNTY, MISSOURI**

This instrument is executed on this 15th day of July, 2000, by GORDON I. HAIGLER, PATRICIA J. CHESTER, JAMES J. McCLURE, DORMAN D. BAIRD and CHRISTINE A. KEISKER, constituting all the Trustees of the PLEASANT HOLLOW HOMEOWNERS ASSOCIATION, referred to herein as "Trustees".

WHEREAS, a Declaration of Restrictions Indenture creating the Homeowners Association and establishing restrictions for Pleasant Hollow Subdivision in St. Louis County, State of Missouri, was executed on April 30, 1971, and recorded at Book 6514, Page 976, of St. Louis County Records ("the Declaration"); and

WHEREAS, the Declaration was amended by document executed on August 1, 1983, and recorded as Daily Number 544 on August 1, 1983, in the St. Louis County Records; and

WHEREAS, pursuant to Article Seven, as amended, of the Declaration, the Declaration may be amended by an amendment specifically approved by Pleasant Hollow Ltd., a Missouri limited partnership, and adopted by a vote of seventy-five percent (75%) of the lot owners in Pleasant Hollow Subdivision at an annual meeting or special meeting of the lot owners; and

WHEREAS, the Trustees and lot owners desire to further amend the Declaration; and

WHEREAS, a special meeting of the Trustees and the lot owners was held on the 15th day of July, 2000 (the "meeting"), and there followed a discussion of the amendment to the Declaration of Restrictions, and

WHEREAS, pursuant to a Consent Judgment with Cause Number 98CC-207710 filed in the Circuit Court of St. Louis County, Division 10, unit owners in the Sunset Park Condominiums have been wholly released from the auspices of the Declaration and therefore are not entitled to vote for any such amendment, and

WHEREAS, there are Nine Hundred Eighteen (920) single family lot owners in Pleasant Hollow Subdivision entitled to one (1) vote for any such amendment.

NOW THEREFORE, the Trustees certify as follows:

1. That they are the duly elected Trustees of Pleasant Hollow.
2. That at the meeting, _____ lot owners voted in favor of amending the Declaration as set out below, and _____ voted against the proposed amendment.
3. That more than seventy-five percent (75%) of owners voted for the proposed amendment.
4. That the amendment adopted by the lot owners follows:

**Article IV Paragraph (3)(b) of the Declaration is hereby revoked
and the following substituted in lieu thereof:**

(b) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight percent (8%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid.

In the event Trustees refer any unpaid assessments to a third party for collection, the lot owner, in addition to the requirement to pay all unpaid assessments and interest thereon, shall make payment to the Trustees, or to their authorized agents, for all reasonable costs of collection, including court costs and attorney's fees. At any time after the passage of a resolution levying an assessment and its entry in its minutes, Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees shall, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording, at the expense of the Owner of the property affected, a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessment.

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

GORDON I. HAIGLER

PATRICIA J. CHESTER

JAMES J. McCLURE

DORMAN D. BAIRD

CHRISTINE A. KEISKER

Consent to this Amendment is hereby granted.

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

On this ____ day of _____, 2000, before me personally appeared GORDON I. HAIGLER, PATRICIA J. CHESTER, JAMES J. McCLURE, DORMAN D. BAIRD and CHRISTINE A. KEISKER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me 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, on the day and year first above written.

My term expires: _____

Notary Public

PLEASANT HOLLOW , LTD., a Missouri limited partnership

By: _____

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

On this ____ day of _____, 2000, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, as the General Partner of PLEASANT HOLLOW , LTD., a Missouri limited partnership, and acknowledge to me that he/she executed the same as the free act and deed of said limited partnership, and is acting for and on behalf of and as a General Partner of said limited partnership.

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

My term expires: _____

Notary Public

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