

FOREWARD TO RICHMOND HILLS SUBDIVISION BYLAWS

Authored by 2017 Richmond Hills Trustees

Dear New Resident,

Welcome to the Richmond Hills Subdivision! We hope that you find our subdivision to have a “pleasing and attractive appearance,” as stated in the following 1946 bylaws. The goal of the Trustees is to continue making Richmond Hills a better place to live. To that point, we have attached a copy of the bylaws for you. As you will notice, the bylaws can be a bit confusing due to their being authored in 1946 and written in legalese by attorneys, but they have served us well, maintaining our property values in a beautiful and safe neighborhood.

Some of the most common questions that arise with new residents are below:

- Is there an annual meeting?
 - *Based upon the bylaws, the annual meeting “shall be held not later than May 31” of each calendar year. This meeting is usually held at the Richmond Heights Community Center. Signs are posted in the subdivision prior to the meeting to inform the neighborhood of the upcoming meeting.*
- Who can I contact if I have a concern regarding the neighborhood?
 - *In the event of a crime or of a safety concern, please call the Richmond Heights Police Department. Obviously, in case of emergency, dial 911. For neighborhood concerns or questions, please contact one of the Trustees.*
- Can I have a fence in my yard?
 - *In an effort to keep a “park like” atmosphere, Richmond Hills will not permit fences being built. There are a few fences in the neighborhood, and these are pool enclosures and fences which are “grandfathered in.” In most cases, residents who are dog owners have installed invisible fences.*
- Are there annual dues for our neighborhood?
 - *Yes. Each “calendar year” a letter will be sent to you by the Trustees to notify you of the annual dues.*
 - *Under special circumstances, the Trustees can request an assessment in addition to the annual dues. The last assessment was in 2015, for having our streets paved. The residents of Richmond Hills own the streets in our neighborhood and are responsible for their maintenance.*
- How can I get involved?
 - *Be sure to contact the Trustees to be added to our email notifications and our website updates. Our website is RichmondHills.org. We have different projects and events and welcome volunteers.*
 - *Trustees are elected positions. Elections take place at the annual meeting. A Trustee can hold the position for three or more years.*

In the matter of

“RICHMOND HILLS”

A sub-division of St. Louis County, Missouri:

AGREEMENT made and entered into this day of June, 1946, by and between REGINA STRAUSS, a single person, of the City of St. Louis, State of Missouri, in this instrument designated "Party of the First Part," for herself, representatives, heirs and assigns, and WILLIAM A. FEDERER, ARTHUR R. DARR and RALPH J. CRAUSE, all of the City or County of St. Louis, State of Missouri, in this instrument designated as “Trustees,” for themselves as Trustees and their successors as Trustees, WITNESSETH:

WHEREAS, Party of the First Part is the owner in fee simple of certain tracts of land in the County of St. Louis and State of Missouri, described as:

Parcel #1: Parts of Lots 4, 5, 6 and 7 in GEO. H. PRICHARD’S SUBDIVISION and described as follows: Beginning at the point of intersection of the northern line of Lot 4 in said Geo H. Prichard's Subdivision with the Southeastern line of McKnight Road, 60 feet wide; thence East 508.27 feet along the North line of said Lot 4 to the West line of United States Survey 2679; thence South 392.05 feet along the West line of United States Survey 2679 to its Southwestern corner; thence East 374.88 feet along the South line of United States Survey 2679 to the East line of Lot 5 in said Geo. H. Prichard's Subdivision; thence South 12.15 feet along the East Line of said Lot 5 in said Geo. HO Prichard' s Subdivision to its intersection with the Northern line of United States Highway No. T. R. 40 (Super-Highway); thence Westwardly along the Northern line of said Super-Highway a total distance of 1388.40 feet to its intersection with the Eastern line of McKnight Road; thence Northwardly and Northeastwardly along the Eastern and Southeastern line of McKnight Road along a curve having a radius of 686.78 feet to the right, a distance of 557.68 feet to a point of tangency; thence Northeastwardly along the Southeastern line of McKnight Road 284.49 feet to the point of beginning and containing 13.71 acres, according to Survey by Pitzman’s Company of Surveyors and Engineers.

Parcel #2: Part of Lot 7 in the Partition of EDWÆRD J. GAY 'S ESTATE in United States Survey 2679 and more particularly described as follows: Beginning at the point of intersection of the West line of McCutcheon Road, 60 feet wide, with the North line of the tract described in the deed from Lewis C. Cleaver to Lavinia B. Shallcross, recorded in Book 313, page 611 of the St. Louis County Recorder’s Office; thence running west along the North line of property conveyed to Shallcross, as aforesaid, 1215.42 feet to the West line of said Lot 7; thence South 906.80 feet along the West line of Lot 7 to the Southwest corner of said Lot 7; thence East 399.26 feet along the South line of Lot 7 to its intersection with the Northern line of United States Route No. T.R. 40 (Super-Highway); thence Eastwardly 830.24 feet along the Northern line of said United States Route No. T.R. 40 along a curve having a radius of 2964.93 feet to the right to an offset in said Northern line: thence 15 feet Northwardly and radial to the last described curve; thence continuing Eastwardly 34.28 feet along a curve having a radius of 2979.93 feet to the right to the point of intersection of said Northern line of United States Route No. T.R. 40 with the West line of McCutcheon Road, 50 feet wide; thence north along the West

line of McCutcheon Road 608.91 feet to the point of beginning and containing 22.39 acres, according to Survey by Pitzman's Company of Surveyors and Engineers.

Excepting therefrom: A tract of land in the City of Richmond Heights, Township 45 North, Range 6 East, St. Louis County, Missouri beginning at the point of intersection of the Northern line of Highway known as United States Route No. T. R. 40 with the Eastern line of McKnight Road, 60 feet wide, thence Northeastwardly along said Eastern line of McKnight Road on a curve having a radius of 686.78 feet to the right 273.31 feet to the center line of a 20 foot right of way for sewers, granted the City of Richmond Heights in Book 1145, Page 9, St. Louis County Recorder's Office, thence Southeastwardly along the said center line of right-of-way 632.06 feet to the said Northern line of said United States Highway, thence Westwardly and Northwestwardly along said Northern line 640.28 feet to the place of beginning, said tract contains 2.26 acres of land, more or less.

Subject to Easement recorded in Book 1145, page 9 of the Records of the Office of the Recorder of Deeds of the County of St. Louis and Easements to the Highway Department of the State of Missouri, shown on plat later referred to in this instrument, which land she has caused to be laid out as a Subdivision under the name of "Richmond Hills" into lots intended for and designed for private residences, for use and occupancy by one family only, according to a plat thereof, filed for record in the office of the Recorder of Deeds of the County of St. Louis, Missouri, on the ____ day of June, 1946, in Plat Book ____, Page ____, which plat is hereby referred to and made a part hereof; it being understood that the parcel of land designated on the drawing of said plat as "Exception A" it not a part of said "Richmond Hills"; and

WHEREAS, it is the purpose of Party of the First Part in laying out said "Richmond Hills", to expend large sums of money in constructing and improving the various streets or roads shown on said plat and a street in "Easements for Street" lying North and West of "Richmond Hills" indicated on the drawing of said plat; in the construction of sewers, and in other useful work and service intended and designed to make of said land a residential subdivision of high character, and to fit said lots for the purpose of residential building, and to make the same desirable for such purpose, being all work of a character which, by the terms of this instrument, is permitted to be done by the Trustees, and which, so far as is done by her, is done for the Trustees and with their consent; and it is also the purpose of Party of the First Part to arrange with utility companies for the laying of gas and water mains, the laying of pipes and conduits and the erection of poles; cables and wires for electric and telephone service and for the doing of other things necessary for and incidental to the furnishing of various utility services and purposes, all of which, by the terms of this instrument, the Trustees have power to do, and which, so far as is done by Party of the First Part, is done for the Trustees and with their consent; and

WHEREAS, pursuant to a general plan to make and to keep said, "Richmond Hills" a desirable place of residence, Party of the First Part desires that after the streets shown on plat of said subdivision and the street in said "Easements for Street", and such other streets as may be constructed by the Trustees whether within or without the boundaries of "Richmond Hills," and the sewers and other useful works have been built, constructed and installed by her in said

subdivision, or by the Trustees, whether within or without the boundaries of "Richmond Hills," the same shall be reserved for the exclusive use, enjoyment and benefit of the owners of lots in said "Richmond Hills," their heirs, representatives, successors, and assigns, subject to such easements, powers, rights, privileges, conditions, exceptions, regulations, limitations and restrictions as are in this instrument later set out, and desires to make provision for the future improvement, repair, maintenance, protection and management of the above mentioned roads, sewers and other useful works and of said subdivision and for the proper use and enjoyment thereof by and for the common benefit of the owners of lots in said "Richmond Hills," and also desires that the various lots in said subdivision shall be restricted to uses and purposes consistent with said general plan, (it being however understood that such expressions in this instrument as "benefit of the owners of all of the lots in "Richmond Hills" exclusive use, enjoyment and benefit of the owners of lots in "Richmond Hills" or "common benefit of the owners of lots in said "Richmond Hills" or similar expressions, when applied to streets, easements, services utilities, and the like, shall mean the common such use and benefit of such owners of the lots in "Richmond Hills" and of such others outside the boundaries of "Richmond Hills" to whom the Trustees, under the authority, right and powers in this instrument to them given, shall grant rights in and to said streets, easements, services, utilities, etc.), subject to the terms of such grant.

NOW THEREFORE, in consideration of the above premises and of the mutual advantages accruing through the execution of this instrument to the various future owners of lots in said "Richmond Hills," their heirs, representatives, successors and assigns and of the sum of One (\$1.00) Dollar to her in hand paid by said named Trustees, for themselves and their successors in trust, the receipt of which is hereby acknowledged and the further consideration of the consent by said named Trustees to act as Trustees hereunder, which consent is evidenced by their signatures hereto, party of the First Part HAS BARGAINED AND SOLD AND BY THESE PRESENTS DOES GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM unto said named Trustees, as such Trustees and as joint tenants and not as tenants in common, and to their successors in this trust, as such Trustees and as such joint tenants and not as tenants in common, for the purposes of this trust, and for the benefit of the owners of all of the lots in "Richmond Hills", all and singular those certain portions of said above described tracts or parcels of land embraced in the strips of land for streets, roads or drives, shown on plat of said "Richmond Hills" designated:

"Green Ridge Drive,,

"Stonebridge Drive"

"Saranac Drive"

"Monmouth Drive"

all of which are conveyed to said named Trustees and theirs successors in trust as streets or roads in said subdivision for the use and benefit of the present and all future owners of lots in said subdivision, it being understood that the small triangular plots of ground in said roads, indicated on above-mentioned plat and designated "Park Area," are traffic dividers or separators in said roads are part of said roads.

IN TRUST, however, for the uses and purposes, and subject to the conditions, provisions, reservations, easements, limitations and restrictions, and with the rights, powers, privileges, duties and authority of the Trustees, as in this instrument defined and set forth; for the use and benefit the lot owners in said "Richmond Hills," their heirs, representatives, successors and assigns, as appurtenant to the ownership of lots in said "Richmond Hills."

AND DOES assign, transfer, set over, grant, convey and reserve to said named Trustees, as such Trustees and as joint tenants and not as tenants in common, and to their successors in this trust, as Trustees and as such joint tenants and not as tenants in common, during the life of this instrument, for the purposes of this trust and the benefit of all lot owners in "Richmond Hills", all her right, title and interest in and to the easements indicated "Easements for Street" on the drawing of above mentioned plat, in accordance with the terms of instruments recorded in Book 1470, page 296, and Book 2081, page 571, of the records of the office of the Recorder of Deeds of St. Louis County, Missouri, for the construction, reconstruction, repair, maintenance, and policing of a road or street in said "Easements for Street" from said "Richmond Hills" to McKnight Road, and which road or street if built by her in said "Easements for Street" is built for and with the consent of said named Trustees,

AND DOES GRANT, after the expiration of the terms of this indenture all her rights in and, to said "Easements for Street" to all and singular the owners of lots in said "Richmond Hills", their heirs, representatives, successors and assigns.

AND RESERVES to the named Trustees, as Trustees as such joint tenants and not as tenants in common, and their successors as Trustees, as such joint tenants and not as tenants in common, during the term of this Indenture, subject to all conditions thereof, and thereafter to each, every and all owners of lots in said "Richmond Hills", their heirs, representatives, successors, and assigns, for the various purposes in this instrument stated with reference thereto, the use of and easements, right, powers and authority in, over and upon the above mentioned "Easements for Street" and the strips of land designated as "Easements" on plat of said subdivision, except these easements indicated as granted to the City of Richmond Heights and to the Missouri Highway Department.

AND DOES GRANT unto the said named Trustees, as such joint tenants and not as tenants in common, and their successors, as Trustees, and as such joint tenants and not as tenants in common, the various rights, powers, authority and privileges in this instrument later set out, regarding roads, the various strips designated on plat of said subdivision as "Easements" and not herein excepted, and said "Easements for Street" and such roads and easements as may be acquired by the Trustees, and the various sewers and other utilities and services built in said easements and roads, whether constructed by Party of the First Part or the Trustees, subject to the conditions, provisions, reservations, easements, limitations and duties relative thereto to in this instrument set out, for the use and benefit of lot owners in said "Richmond Hills." Which said uses, purposes and trusts under which said roads are conveyed to the named Trustees and their successors as Trustees and various sewers and utilities, and the easements, rights and duties of the lot owners

with reference thereto, and the conditions, exceptions, provisions restrictions, reservations, and duties imposed upon or against the various lots in said "Richmond Hills" are as follows:

ARTICLE 1

1st - The Trustees shall keep said roads open at all times for the private use and benefit of the owners of the lots in said "Richmond Hills" and shall provide for and forever secure to owners of lots in said "Richmond Hills" and each of them, the right, benefit, and advantage of having ingress and egress from and to, over, along and across said roads and each and every one of them and of frequenting, using and enjoying them and using the same for street purposes of every kind for which private streets in desirable residence sections are used. With power in the Trustees, as they may deem best, at any and all times to make, improve, construct, reconstruct, maintain and repair said roads, to regulate and use thereof, to bar the use thereof to the public, and to provide for the proper lighting, policing and protection of the same. All as easements appurtenant to the ownership of lots in said "Richmond Hills."

2nd – For the use and benefit of owners of lots in said "Richmond Hills" the Trustees shall have the right of constructing, repairing, and maintaining or permitting others to construct, repair and maintain sidewalks, storm and foul water sewer systems, and overhead and underground transmission systems, and pipes, conduits, poles, and other means for the transmission of water, gas, electricity, telephone, telegraph, steam, hot water, refrigeration, heating and other useful services and agencies in, on, upon, under, and over said roads, and easements, and to execute to such others any instrument evidencing such right, and to permit the use of such sewers, transmissions systems, etc., by the owners of lots in said "Richmond Hills," and others, as is later in this instrument set out, under rules and regulations of the Trustees.

3rd – All of the above matters and things mentioned in Article I, Paragraphs 1 and 2 are subject to general charges, rates and regulations established by the Trustees, and to the rights, powers, privileges, authority and duties of the Trustees, which shall apply to and be exercised upon and in respect to such like improvements or conveniences or any of them, which may be made or constructed by Party of the First Part, the same as if made by the Trustees.

4th - For the use and benefit of the owners of lots in said "Richmond Hills," the Trustees shall have the right to receive, hold, convey, dispose of, expend and administer, IN TRUST, for the purposes in this indenture set out, and for the general and common benefit of all the lot owners in "Richmond Hills," unless otherwise limited, and as in the judgment of the Trustees, is best, any gift, grant, conveyance or donation of money, or real or personal property.

5th - For the use and benefit of the owners of lots in said "Richmond Hills" and for the purposes of this trust and as such Trustees, the Trustees shall have the right and power to secure, acquire and accept conveyances, grants, powers, right and easements in said "Richmond Hills" or beyond the boundaries thereof, in addition to those by this instrument to them granted, and for such time as the Trustees shall deem proper, for roads, sewers and utility purposes; to relinquish any conveyance, reservation, grant, right, power authority or easement to them in this instrument given or by them later acquired, not necessary for the purposes of this trust; and to make conveyances of and give and grant easements and rights over roads, easement strips and

easements, whether in this instrument to them conveyed or granted or by them later acquired, on such terms and for such time as to the Trustees shall seem proper, even if such time shall extend beyond the period in this indenture limited, for purposes and uses consistent with and in furtherance of the purposes of this trust, the general plan contemplated for and the general welfare of said "Richmond Hills."

Subject to the limitations and terms of any such conveyance or easement so acquired by the Trustees their rights, powers and duties with reference to the same, and the various roads, sewers or utility services placed therein by the Trustees, shall be the same for the purposes of this trust as is stated in this instrument for the roads and easement strips shown on the above-mentioned plat of said subdivision, and the sewers, utilities, services, etc., constructed therein.

6th - Unless the Trustees shall dedicate said roads or of them (whether to them originally conveyed or by them later acquired, to public use (which right of dedication is specifically given), the Trustees and their successors in this trust, shall hold the same upon the trusts in this indenture provided, for the private use and benefit of the owners of lots in said "Richmond Hills," as appurtenant to the ownership of lots in said "Richmond Hills."

After the termination of this trust by limitation, if said roads have not been dedicated to public use by the Trustees, an easement for road purposes shall exist in each and every such road for the use and benefit of each and every lot owner in "Richmond Hills" as appurtenant to the ownership of such lot, and as an easement to such others to whom rights in said roads may have been granted by the Trustees under the terms of this indenture.

Unless the Trustees, under the powers in this instrument to them granted, shall convey to public authority the various sewers, utility and service systems under their control, title to the same and rights, powers, authority and duties regarding the same shall vest and continue in the Trustees and their successors in trust, during all the time in this indenture set out, for the use and benefit of lot owners in "Richmond Hills" and as an appurtenance to the ownership of such lots, and after the expiration by limitation of the time mentioned in this indenture, the right to have such sewers, utility and service systems remain and continue in the various roads and easements and such easements themselves (except such as have been theretofore relinquished by the Trustees) shall continue as easements appurtenant to and in favor of any, every, and all lots in said Subdivision, each and every lot owner of "Richmond Hills" granting to each, every and all other lot owners such easement and right for the common use and benefit of all owners of lots in said Subdivision, and to such others to whom the Trustees may have granted rights therein under the terms of this indenture.

ARTICLE II

The named Trustees and their successors, as Trustees and as joint tenants and not as tenants in common, shall have also the following rights, authorities, powers, easements, interests and duties:

1st - To enter upon the roads, and easements or any of them, in this instrument referred to, or to grant to others, and for such time as they, the Trustees may deem best, the right to enter upon said roads, and easements, or any of them, for the purpose of doing the various things in this instrument set out to be done for the use and benefit of the lot owners of lots in "Richmond Hills."

2nd - At such time or times as the Trustees shall deem proper, to construct, reconstruct, maintain and repair roadways, sidewalks, gutters and curbing, or any of them; to construct, reconstruct, maintain and repair appropriate gates or entrance ways at all or any of the points where said roads or drives terminate at or intersect any public streets or highway; to plant trees, flowers and shrubbery in any appropriate spaces in or upon said roads, or any of them; to construct, reconstruct, lay, maintain, clean and repair in said roads or easements or any of them, underground or overhead transmission systems, with all necessary connections and appurtenances for the lighting of said roads and easements and for police and fire alarms and other useful services and agencies for the proper policing of said roads and easements, or any of them, and to construct, reconstruct, maintain and repair storm and foul water sewers, or any of them and utility transmission system in said roads or easements for the benefit and use of the owners of lots in "Richmond Hills."

3rd - To install, or permit others to install, and to keep in operation and repair water or fire hydrants and lighting, police and fire alarm systems and utilities, in or along said roads and easements or any of them; to light, police, oil, repair and clean roads; to preserve, maintain and keep open said roads and the connections, entrances and exits of same and of the sewer and utility transmission and service systems of "Richmond Hills," whenever necessary so to do, by appropriate legal proceedings, and generally to make rules for the use of said roads, sidewalks, utility transmission and service systems and sewers, or any of them, and for connections thereto, and to do whatever else the Trustees deem necessary with respect to said roads, sidewalks, utility transmission and service systems and sewers or any of them, and to make contracts with reference thereto, covering such periods of time as the Trustees may deem best, even if such period shall run the time limited in this indenture.

4th - To prohibit or regulate heavy hauling over, upon or along said roads or any of them; to regulate the parking of vehicles thereon; to prohibit speeding or racing thereon; to prohibit or regulate the obstruction of said roads or any of them and the storing of building or other material there, or using the same or any part thereof for the mixing of concrete, lime, cement or other building material, and to bar the same to public use.

5th - To make provision, if necessary, with any municipality, county, or subdivision thereof, or any utility company, to furnish water for use in said "Richmond Hills" for protection against loss or damage by fire of any improvements now or hereafter erected in said "Richmond Hills" and for the cleaning of said roads, curbing and guttering, or any of them, or the watering of trees, grass, and shrubbery thereon, and for use in cleaning or flushing sewers in said "Richmond Hills" and for any other use in said "Richmond Hills" which the Trustees may from

time to time deem necessary or proper, and to enter into any contract or contracts with respect to such water and the furnishing thereof and the payment therefor as the Trustees may deem proper and for such time as the Trustees may deem proper, even such period of time shall run beyond the time in this indenture limited.

6th - To make arrangements with any municipality or fire department for general protection of property in said "Richmond Hills" against fire and with any municipality for general police protection in said "Richmond Hills."

7th - To convey and grant to others outside said "Richmond Hills" the right to use and connect with the said roads and sewers, fire and police alarm and other services or utility systems of said "Richmond Hills" or any of them (whether said roads, systems and sewers be by the Trustees constructed, be to the Trustees in this instrument conveyed and granted, or by the Trustees later acquired), the terms of and compensation for such use to be set by the Trustees, or determined as may be provided by law or ordinance, with right in the Trustees to convey and grant such right for periods extending beyond the time limited in this indenture. The compensation received for such use shall be held and expended by the Trustees for the maintenance, repair, lighting, cleaning, policing, improving and beautifying of the roads and maintenance and repair of the sewer and various services and utility systems within the said "Richmond Hills" (or beyond the same, under their control), or for other purposes of this trust, as the Trustees may deem proper. Provided such right or use granted to others shall be in common with the rights of those in said "Richmond Hills." Such conveyance or grant shall be made only if the capacity of the roads, sewers, or service system shall be ample to accommodate the rightful use thereof by the owners of lots in "Richmond Hills" and such additional users.

8th - To dedicate to public use the roads, (including gateways), or any part, thereof, in said "Richmond Hills" and such others as may have been by the Trustees later acquired.

Whenever any road or part thereof is dedicated to public use, or is condemned or taken by public authority, the powers and duties of the Trustees, in this instrument set out with respect to the same, shall cease, but easements therein to lot owners shall not be affected by such action and restrictions on lots and general powers and duties of the Trustees for other purposes as set out this indenture shall nevertheless continue in full force and effect until the termination of this indenture.

If any monies are received by the Trustees as compensation for roads dedicated or taken in condemnation proceedings, the amounts so received shall be applied to the payment pro rata of any benefits which may be assessed against any of the lot owners in said "Richmond Hills" and the surplus, if any, or if there be no such benefit assessment, the entire amount so received shall be used by the Trustees for the maintenance, repair, policing, improving and beautifying of other roads under their control and jurisdiction or the maintenance of sewer services and utility systems under their control and jurisdiction, or for other general purposes of this trust.

The Trustees may also, if requested by the owners of a majority of the frontpage on any road, change the name thereof by proper action.

9th – To transfer and convey to any public authority any gateway, sewer, lighting, signal, or other service or utility system, together with pipes, hydrants, conduits, standards and appurtenances, or any part thereof in said “Richmond Hills,” or beyond the same, under the control of the Trustees, which may have been construed by Party of the First Part, or by the Trustees, and to receive a money consideration therefor, which shall be used by the Trustees for the maintenance, repair, lighting, policing, improving and beautifying of roads, or sewer, service, or utility systems under the jurisdiction of the Trustees or for other general purposes of this trust.

10th – At the discretion of the Trustees, to cut, remove and carry away from the streets and vacant lots in said “Richmond Hills” and properly dispose of all weeds, unsightly grasses and other growths, as well as rubbish, filth, and accumulations of debris, and other things tending to create unsightliness or untidiness. This may be done at the expense of the Trust, or at the expense of the lot with reference to which such expense is incurred, by special assessment against such lot, as the Trustees may determine.

11th – As Trustees of an express trust and for the benefit of owners of lots in said “Richmond Hills,” to prevent any breach or infringement of, or compel the performance of any covenants or restrictions in this indenture contained.

12th – As Trustee of an express trust and for the benefit of the owners of lots in said “Richmond Hills,” to prescribe and enforce reasonable rules and regulations with respect to the use of the roads, gateways and utility, service or sewer systems under their control, or any of them.

13th – The Trustees shall have the right and power to do any and all other things necessary or desirable to make and keep said “Richmond Hills” a desirable place of residence, which object or purpose is regarded as a general purpose of this trust.

14th – In exercising the powers, rights and privileges granted to them, and in discharging the duties imposed upon them, the Trustees may, from time to time, employ all such agents, servants, and labor as they may deem necessary, and employ counsel, and institute and prosecute such suits as they may deem necessary or advisable and defend suits brought against them or either of them in their capacity as Trustees.

15th – It shall be the duty of the Trustees, when in their discretion it may be necessary and proper, to avail themselves of and to exercise the rights and powers in this instrument granted to them. But nothing in this instrument contained shall compel the Trustees to make any payment or incur any liability in excess of the amount which shall for the time being be in their hands as the result of assessments made against the various lots in “Richmond Hills,” as hereinafter provided.

16th – To provide the Trustees with the means necessary to make the payments, perform the duties, and avail themselves of and exercise the rights and powers in this instrument set out and to secure the various ends contemplated and intended to be accomplished through this indenture, the Trustees are hereby empowered to collect in each calendar year during the term of this indenture, beginning with the calendar year 1947, from the owners of lots in “Richmond Hills,” a sum of money sufficient for all the general purposes of this trust, to be known as “General Fund,” which shall be exclusive of the special sums and special assessments at other places in this

instrument provided for. The total amount required in any one year for such general purposes shall not exceed Fifty (\$50.00) Dollars for each of the eighty (80) lots in said "Richmond Hills," as platted, or for such smaller number of lots if there shall be such smaller number, as the result of condemnation.

In the case of redivided lots the owner of a portion of such redivided lot shall pay of any assessment that proportion which the portion bears to the whole lot as platted. Such proportion shall be set by the Trustees as equitably as practicable on an area basis. The proportion set by the Trustees shall be final and binding.

Condemnation or dedication of a lot to public use, or conveyance of such portion to the Trustees for purposes of this trust, shall not affect the status of the balance of such lot as a lot for purposes of assessment.

Condemnation of an entire lot for public purpose or conveyance to the Trustees for purposes of this trust shall reduce the number of lots subject to assessment, but shall not otherwise affect any of the provisions of this instrument, except that restrictions as to use of a lot, type of building, etc., shall not bind the Trustees or public authority.

Liens for non-payment of sums and assessments authorized in this instrument and the rights and powers of the Trustees because of non-payment herein stated as to "Lots" apply with like force to portions of Lots.

The total amount so required for general purposes shall be determined or estimated from year to year by the Trustees, and may be made payable in advance, or in one or more installments as the Trustees may determine. If the annual assessment for general purposes as previously fixed by the Trustees is insufficient to provide for all such general purposes, the Trustees may levy and collect additional assessments from time to time during the year for general purposes, not exceeding, however the amount hereinbefore provided for any one year.

The Trustees are empowered to make compromise and settlement of any matter in dispute between them and any lot owner regarding any assessment or levy authorized to be made by them and to make compromise and settlement of any claim or demand of whatsoever kind regarding the same, against them as Trustees.

17th - If there be presented to the Trustees a claim for personal injury or death, or for damage to property sustained on any road in "Richmond Hills," or beyond said "Richmond Hills," under the control of the Trustees, or because of any utility service or sewer system under the control of the Trustees, or because of the doing or failure to do any of the things authorized to be done by the Trustees, or the Trustees be sued because of any such matter, the Trustees may employ counsel to investigate such claim or defend such suit, or action, and make settlement of such claim before or after suit; and the expense thereof, including any amount, paid in settlement or satisfaction of any claim or demand, or of any judgment recovered against them, and interest, costs, attorney's fees and other expenses of investigating such claim or defending such action may be paid by the Trustees out of general funds, or assessed by the Trustees equally against the lots in said "Richmond Hills," and with like division or proportion of such assessment as to

portions of lots as is explained in paragraph 16th Article II. The amount so to be paid shall be in addition to the assessment for general purposes referred to in said paragraph 16th, if so determined by the Trustees.

18th - The Trustees are empowered and authorized to protect themselves against any type or class of liability to which they may be subject as such Trustees, in such amount and in such manner as they may deem proper, through insurance, the cost of which may be paid out of general funds.

19th - The cost of constructing and reconstructing roads or any of them in said "Richmond Hills" or beyond the boundaries thereof under the control of the Trustees, for the general use and benefit of lot owners of said "Richmond Hills," including the cost of grading, regrading, preparing the roadway for all superstructures, placing the foundation and roadway, paving of such roads, curbing and guttering, and of constructing and reconstructing sidewalks, sewers, utility and service systems, shall not be included in the annual amount for general purposes as provided in Paragraph 16th, Article II. Whenever the Trustees shall decide upon any such improvements, they shall estimate or cause to be estimated the total cost thereof and such cost shall be apportioned by the Trustees against the property benefited thereby in the same manner as the cost of like improvements is now, or may then be apportioned by law in either the City of Richmond Heights or the City of St. Louis, Missouri, according to the choice of the Trustees, or if in the opinion of the Trustees some other method is more applicable or more equitable, then according to such method. For such purpose, the private roads shall be treated the same as if they were public streets. Contracts for such work entered into in good faith by the Trustees shall not be open to question by any lot owner in "Richmond Hills."

Whenever the Trustees shall determine that the construction, reconstruction, or repair of any road or sewer or service or utility system does not constitute a benefit to all the lots in said "Richmond Hills," but is of special or peculiar benefit to only some portion thereof, the Trustees may apportion the cost or estimated cost thereof against such lots only as are specially benefited thereby, in such sum and in such equitable manner and proportion as the Trustees shall determine.

The owner of each lot or portion of lot against which a charge is made for above purposes, shall be required to pay at such time or times, and in such installments as the Trustees determine, on account of such lot or portion of lot, such proportion of the total cost as may be so apportioned against it, as set out in Paragraph 16th, Article II. The Trustees may require the payment thereof, or payments on account thereof, in advance, before letting the work for such improvements or while the work is in progress.

Notwithstanding the above, general funds may be used for minor construction work or repair or even for major construction and repair which is beyond question for the general benefit of all owners of lots in "Richmond Hills." Such general fund may be used specifically for the construction, reconstruction, repair or maintenance of the road in the easement indicated as "Easements for Street," the nature of said street being regarded as an entrance to "Richmond Hills" for the common use of the owners of all lots in said "Richmond Hills."

20th - It shall be the duty of the Trustees to levy assessments for, contract for and make any or all of the improvements in Paragraph 19th, Article II, authorized, whenever requested so to do by petition in writing signed by the owners of lots in said "Richmond Hills," who will bear at least seventy (70%) percent of the cost of such contemplated improvement. If the Trustees fail to levy such assessment, contract for, and commence to make such improvements within six (6) months from the date when so requested, or if they have made the assessment and then fail to contract for and commence such work within six (6) months from the time when such assessment has been paid in, then on petition of any of the said lot owners, in any proceeding which may be brought by him or them, and after due notice to the Trustees, the Circuit Court of the County of St. Louis, Missouri shall have jurisdiction, in its discretion, to remove the Trustees so refusing to act, and to appoint new Trustees, in their place and stead, to hold office for the unexpired terms of the Trustees so removed. Said court shall appoint, if possible, as Trustees, only persons who are owners of lots in said "Richmond Hills." Such new Trustees so appointed shall, during their terms of office, have all the title, powers, rights, authority and duties in this instrument granted to or imposed upon the Trustees named and be subject to the same limitations to which said named Trustees are subject, and shall signify acceptance of their appointment and be qualified as of the day of recording such acceptance, as is set out in Paragraph 23rd, Article II, for successor Trustees.

21st - If taxes, general or special shall be properly leviable against the Trustees because of their rights in above-mentioned roads, easements, sewers, etc., the Trustees may pay same out of general funds or assess the same specially against all the lots in "Richmond Hills" if, in the opinion of the Trustees, all of the lots in "Richmond Hills" should bear such payment, or specially against such lots only as in the opinion of the Trustees should bear such payment.

22nd – 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 annually for general purposes, or of the sums required for special purposes (other than such general purposes), or special assessments or apportionments for improvements of special benefit, or any other special assessments authorized in this instrument, or of any installment thereof, and the date or dates when payment thereof must be made, shall be served not less than twenty (20) days before any payment under the said notice shall be required to be made, upon each of said lot owners, either by delivering said notice to such owner personally, or to his agent, or to any member of such owner's household over the age of fifteen (15) years at the usual place of abode of such owner or by mailing the same to the usual post office address of such lot owner, or posting the same upon any conspicuous place on the lot affected by such assessment. Service by any one of said methods shall be sufficient. Notice addressed to "the owner of Lot ____ of "Richmond Hills" or any portion thereof, giving the number of such lot or portion thereof, without further designation of such owner by name or names, if posted on such lot or portion of lot shall be sufficient. Such notice may contain in the same paper notice of general and special assessments, and installments of either or both to be paid.

The said annual amount and installments thereof, and any special assessment and installments thereof, required to be paid as above provided, shall as soon as such notice be served, become to the extent of and for the amount payable by such owner, a charge or lien upon

such lot and continue in full force until fully paid, and shall constitute a first lien against the affected property, superior to any lien or encumbrance which the owner may have theretofore created, or may thereafter create against the said lot and improvements thereon, either voluntary or involuntarily. 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 purpose of this trust.

In case said annual amount or any installment thereof or any special assessment or installment thereof is not promptly paid when due, it shall thereafter bear interest at the rate of six (6%) percent per annum, and if, after default, the same shall be placed in the hands of an attorney for collection, the fee of such attorney shall likewise be a lien on said lot or lots or portion thereof. The Trustees may institute and prosecute any proceedings at law or equity or both, to compel such payment, with interest, costs of suit and attorney's fees attending the recovery of all payments in default.

Each lot or portion thereof 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, for the amount so due and unpaid, with interest, costs, and attorney's fees, to the end that out of the proceeds of such sale, the amount so in default be realized and properly paid, with interest, costs and attorney's fees. Any balance shall be delivered to said lot owner. Purchaser at any such sale shall take subject to the provisions of this indenture, except 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 Trustees may issue certificates showing the status of any lot or portion of lot with reference to the levying, payment or non-payment of such assessments.

23rd - The three (3) Trustees in this instrument named (who, for the periods below stated, are not subject to the qualifications for Trustees set out later in this paragraph) shall compose the first Board of Trustees, and the respective years in which their respective terms of office shall expire as of the 3rd Tuesday in January, are: Arthur R. Darr, 1952; Ralph J. Crause, 1953; Wm. A. Federed, 1954.

Said terms shall, however, continue in force until their successors are chosen and qualified.

(REVISED SECTION, SEE FIRST AMENDMENT ADDENDUM) ~~Annual meetings of the lot owners in said "Richmond Hills" shall be held on the second Tuesday of January of each year beginning with the year 1952, if not a legal holiday, and such holiday, then on the following day, at a convenient place in the City or County of St. Louis, Missouri, and at convenient hour beginning not later than 8:15 p.m. The Trustees shall give notice of the time and place immediately preceding the week in which such meeting shall be held, in a newspaper of general circulation in the City or County of St. Louis, Missouri. All such notices shall be published in the same newspaper, and on the same day of the week in each week. The Trustees may also give other and additional notice of the holding of such meeting, but are not required to do so.~~

At such meeting, there shall be permitted one vote for each of the lots in this subdivision (fractional votes being permitted for fractional portions of lots on the same basis as is set out in Paragraph 16th of Article II) for the election of a Trustee, which vote may be cast in person or by proxy.

At each such annual meeting, one trustee, who shall be and remain a lot owner in said "Richmond Hills," shall be elected for a term of three (3) years, expiring as of the 3rd Tuesday of January, in such third year, or until a successor is chosen and qualified. Such of the Lot owners as attend said meeting, regardless of number, shall elect a chairman and proceed by vote or ballot to elect a successor to the Trustee whose term is expiring. The person receiving the highest number of votes or ballots shall be deemed elected. Such vote shall be binding upon all of the lot owners. Such person shall, upon his acceptance in writing and qualification, by force of this indenture, subject to all the duties and restrictions by this indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant, but not as a tenant in common, with the remaining Trustees or Trustee, all of the estate, rights, interests, privileges and powers by this indenture granted to his predecessor, and be subject to all the limitations and duties of Trustees as set out herein.

(DELETED PARAGRAPH HERE, SEE FIRST AMENDMENT ADDENDUM)

Should any of said named Trustees or any successor or successors die, resign, or cease to reside in either the City or County of St. Louis, Missouri, or cease to be lot owners in said "Richmond Hills" (subject to the exception made as to said named trustees) or decline to act, or become incompetent by reason of sickness or other cause, or fail to discharge the duties, or avail themselves of, or exercise the rights or powers hereby granted or bestowed upon Trustees under this indenture or fail to perform the duties of Trustees, then and thereupon it shall be the duty of the survivor or remaining Trustee or Trustees, as soon as reasonably may be, to call a meeting of all the owners of said lots, said meeting to be called on like notice, stating the reason for the holding of the meeting, held in a like place and in like manner as the annual meeting aforesaid, and said meeting shall proceed by vote or ballot as above outlined, to elect a successor or successors to fill such vacancy or vacancies. Every such successor so elected shall fill the vacancy created for the unexpired term of the Trustee so superseded.

The person so elected shall, upon his or her acceptance in writing and qualifications as in a preceding paragraph set out by force of this indenture, subject to all the duties and limitations by this indenture imposed, succeed to be vested with and enjoy as a joint tenant, but not as a tenant in common with the remaining Trustee or Trustees, all the estate, right, interest, privileges, and powers by this indenture granted to his or their predecessors. 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 sixty (60) days after the occurrence of such vacancy, or should all the Trusteeships be vacant at the time, such meeting may be called by the owners of any three of said lots who shall give a like notice thereof under their names, and identifying themselves as lot owners in "Richmond Hills," stating the reason for the holding of the

meeting and published as aforesaid, and the action had at such meeting shall have the same effect as if called by a surviving Trustee or Trustees.

The annual meeting above provided for may also be the meeting for the filling of a vacancy in such Board of Trustees, in which event the notice of the annual meeting shall also state that it is held for the filling of a vacancy.

(REVISED SECTION, SEE FIRST AMENDMENT ADDENDUM) ~~Any Trustee may, at any time, resign as such Trustee by instrument in writing, signed and acknowledged by him and filed and recorded in the office of the Recorder of Deeds of the County of St. Louis, Missouri, such resignation to be effective as of the time of such recording.~~

The Trustees shall keep written minutes of their proceedings, which shall be open to inspection at all reasonable times by any party interested, and may organize as a Board of Trustees with a president, vice-president, secretary and treasurer.

The Trustees are to receive no compensation for their service, but shall be allowed such amounts as may be required from time to time for the purposes of this trust and for such items as recording, postage, advertising, rental, notarial, secretarial, and other similar expenses and for necessary legal expenses reasonably incurred.

24th - It is contemplated that the management of "Richmond Hills" shall be in the hands of Trustees, each owning at least one lot or one building site, in said "Richmond Hills" (except as to the named Trustees).

25th - All the trusts created in this indenture, including therein all the rights, powers and privileges granted to and duties imposed upon the said Trustees, shall vest in and inure to the benefit of and may be fully exercised by the majority of them.

Each of said named Trustees and their successors duly elected and qualified, accepts these trusts upon condition that each of said Trustees shall be responsible only for his own wrongful acts and 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 person or property by reason of any act or acts of commission or omission by such Trustees, individually or collectively, or of any agent or employee of such Trustees in any matter connected with this trust, and that the Trustees may pay out of the general funds or special assessments all sums of money to the payment of which they or either of them by reason of being Trustees may be held liable or subject by way of contract, damages, penalty or fine, as to any matter connected with this trust.

ARTICLE III

Party of the First Part for herself and her representatives, heirs, successors and assigns and for and on behalf of all persons, or corporations who may hereafter derive title to or otherwise hold through her, her heirs, representatives and assigns any one or more of said lots, or portions thereof, or any interest therein, further covenants with the Trustees and with and for the benefit of the future owners of said lots and each of them as follows:

1st - That each of said lots shall forever stand and remain bound and chargeable to the Trustees for the full and prompt payment of all assessments, liens and costs in this indenture contained, and that each of said lots and also each and every owner thereof shall forever stand and remain bound and chargeable for the full and faithful compliance with all and singular the provisions, stipulations, conditions, restrictions and duties contained in and imposed by this indenture, so far as such provisions by their terms embrace or be applicable to such respective lots or portions thereof, and that neither the Party of the First Part nor her heirs, representatives, successors, or assigns, shall or will convey, devise, demise, remise, or otherwise dispose of any of said lots or any portion thereof, or any estate or interest therein at any time hereafter, except subject to the conveyances, grants, reservation, duties, provisions, covenants, limitations, easements and restrictions in this indenture contained in respect of such lots, and subject to all obligations to observe and perform the said restrictions and covenants, and subject to the easements herein created and defined, and to the rights and powers granted and conferred upon the Trustees.

2nd – It is the intention of this indenture that each of the covenants and restrictions in this Article III contained, shall attach to and run with each of the said lots embraced therein, and applicable to such lot and to and with all titles, interests, encumbrances and estates in the same, and shall be binding upon every owner or occupant of such lot or lots as fully as if expressly contained in proper and obligatory covenants or conditions in each contract and conveyance of concerning any such lot or lots, or portions thereof.

3rd - It is further provided, declared and agreed that if the Party of the First Part, her heirs, representatives, successors or assigns, or any of them, hereafter owning any of the lots embraced in any one or more of such covenants, shall infringe or violate, or attempt to infringe or violate, or omit to perform any covenants as aforesaid, or fail to comply with any restriction which is by its provisions to be kept and performed by her, or them, it shall be lawful for any other person or persons owning any lot or lots or portion thereof embraced within such covenants, or for the Trustees on behalf of and for the benefit of either themselves or such owner or owners, or for any or either of them, to prosecute any proceeding at law or in equity against the person or persons infringing or attempting to infringe, violating or attempting to violate, or omitting to perform such covenant or restriction either to prevent her or them from doing so, to recover damages for such infringement, violation or omission. The expenses of the Trustees incurred in such proceedings shall be refunded to them out of any damage recovered, or may be paid by them out of any general fund then on hand or thereafter to be collected by general assessment against the owners of lots in said “Richmond Hills.”

4th - After said “Richmond Hills” has been paid out and improved according to the contemplated general plan, and lot grades, shapes, slopes and contours established, no such grade shall be raised or lowered, and no shape, slope or contour of any lot shall be altered so as to increase the flow or discharge of water on or over abutting property, roads or easements in materially larger volume than as said lot was originally laid out, without the written consent of the Trustees.

5th - Every residence building erected in “Richmond Hills” must face the road thereof on which the lot fronts. As to lots facing or abutting on two such roads, such building may face

either or both roads or the curve common thereto. A lot abutting on a road or roads in "Richmond Hills" and a public road is considered to front on the road or roads in "Richmond Hills."

6th - Building lines are hereby established for said Lots as delineated and shown on said plat of "Richmond Hills."

7th - Except as to the right of the Trustees to construct and maintain light standards, water and fire hydrants, alarm or signal boxes, etc., and the right to maintain certain fences as is hereinafter set out, and the right to erect and maintain the structures and signs mentioned in Paragraphs 21st & 26th, Article III of this indenture, no building, structure or obstruction, or any part thereof, shall be erected, placed on maintained upon the space between said building lines and the roads. No main wall of any building, including as a part of such main wall enclosed porches and sun-rooms, shall extend into or encroach upon said space. This restriction does not prohibit the erection within the space between such building line and the roads, of driveways and ornamental entrances or gates connected therewith, steps and walks leading to a residence, garden ornamentation, or bay, bow, oriel, dormer or similar classes of windows, cornices, pilasters, brackets, balconies, chimneys, breastwork, awnings, blinds, trellises or ornamental projections, open porches verandas, landings, platforms, terraces, hoods.

(a) As to lots 1 to 37, both included, or any portion thereof, of "Richmond Hills," no main building or residence, or any part thereof, shall be erected on any lot or building site, the main walls of which shall be nearer to any side line of such lot or building site than twelve (12) feet or ten percent (10%) of the average width of such lot or building site, whichever shall be the greater, but in no event shall a side yard to exceed twenty-five (25) feet be required, not nearer the rear line of such lot or building site than thirty-five (35) feet or twenty percent (20%) of the average depth of such lot or building site, whichever is the greater, but in no event shall a rear yard to exceed fifty (50) feet be required.

(b) As to lots 38 to 80, both included, or any portion thereof, of "Richmond Hills," no main building or residence, or any part thereof, shall be erected on any such lot or building site, the main walls of which shall be nearer to any side line of such lot or building site than eight (8) feet, or ten percent (10%) of the average width of such lot or building site, whichever shall be the greater, but in no event shall a side yard to exceed fifteen (15) feet be required, nor nearer the rear line of such lot or building site than thirty (30) feet or twenty percent (20%) of the average depth of such lot or building site, whichever is the greater, but in no event shall a rear yard to exceed forty-five (45) feet be required.

(c) The other structure mentioned in Paragraph 17th, Article III as necessary or appurtenant to the enjoyment of the main building or residence may be placed nearer such side or rear lot lines only with the written consent of the Trustees, if permitted by law.

(d) The Trustees may vary or modify the application of this restriction as to distance from side and rear lines, if permitted by law, and in their opinion there are practical difficulties

or unnecessary hardships in the way of carrying out the strict letter of the same, or such modification in their opinion shall be of benefit to said "Richmond Hills," so long as the spirit of said restriction, which is to avoid close proximity of one building to another shall be observed, This may be done by the Trustees particularly if the owners of connecting or adjoining lots agree thereto in writing filed with the Trustees. Any structure built in accordance with such variance or modification, evidenced by written permission of the Trustees, shall not be a violation of this restriction.

8th – No garage separate or detached from a residence shall be erected in said "Richmond Hills," but every such garage shall be incorporated within or attached to and form an integral part of such residence, and its exterior design and material shall be similar to or in harmony with such residence. No entrance to any such garage shall face any of the roads in "Richmond Hills," except with the written permission of the Trustees.

9th – ***(DELETED SECTION, SEE FIRST AMENDMENT ADDENDUM)***

10th - (a) Main buildings or residences may be one (1) story; one and one-half (1-1/2) stories, two (2) stories, or two and one-half (2-1/2) stories in height and may incorporate combinations or variations of such heights in the same structure.

No such building or structure, or any part thereof, may be in excess of two and one-half (2-1/2) stories in height.

For the purpose of height regulation, a basement shall not be considered a story.

(b) A one (I) story building is one in which no part of such building above the ground or first floor ceiling is designated, and intended for or used for living or sleeping quarters.

Every building or structure in which any part above the first or ground floor ceiling is designed or intended for or used for living or sleeping quarters shall be a one and one-half (1-1/2), two (2), or two and one-half (2-1/2) story building, according to design.

The judgment of the Trustees as to the type of building based on story " and "height" shall be binding and conclusive,

11th - It is contemplated that every building erected and maintained in "Richmond Hills" will have a hip or pitched roof, with an angle of not less than twenty-six and one-half (26.5) degrees.

No building of any kind, with a flat roof, or hip roof with a lesser angle than twenty-six and one-half (26.5) degrees shall be erected or maintained in "Richmond Hills" unless the Trustees shall determine that such type of roof is a desirable characteristic of the architectural design of such building and that such building so designed is in keeping with the type of other buildings which are, or in all likelihood will be, erected in "Richmond Hills" and that such building is in no way a detriment to the maintenance of values in "Richmond Hills."

12th - (a) As to the whole or any portion of lots 1 to 37, both included, of "Richmond Hills," no such main residence or structure with incorporated or attached garage shall be built unless:

(1) The actual construction cost of such residence and garage be at least Twelve Thousand Dollars (\$12,000).

(2) The first or ground area of such residence (exclusive of attached garage, porches or landings), be not less than fourteen hundred (1,400) square feet, if a one story building.

(3) The cubic contents of such residence (exclusive of attached garage or porches) shall be not less than thirty thousand (30,000) cubic feet, if other than a one story building.

(b) As to the whole or any portion of lots 38 to 80, both included, of "Richmond Hills," no such main residence or residence with incorporated or attached garage shall be built unless:

(1) The actual construction cost of such residence and garage be at least Ten Thousand (\$10,000.00) Dollars.

(2) The first or ground floor area of such residence (exclusive of attached garage and porches or landings) be not less than twelve hundred and fifty (1250) square feet, if a one-story building.

(3) The cubic contents of such residence (exclusive of attached garage or porches) shall be not less than twenty-seven thousand, five hundred (27,500) cubic feet, if other than a one-story building.

(c) A basement shall be included for purpose of figuring cubic contents.

13th – No retaining wall shall be erected on any lot in "Richmond Hills" without the written consent of the Trustees. Rubble or concrete foundation wall for the front or side walls of any residence or other structure on such lot, any part of which may be exposed or visible from the front or sides, of such lot, may be built only as permitted by the Trustees.

14th – No garden wall or fence other than hedge or shrubbery shall be permitted to extend beyond the building line or lines of any lot as shown on plat of "Richmond Hills." No garden wall or fence shall be erected along the front, side or rear lines or on any other portion of such lot, except as may be approved in writing by the Trustees.

15th – Ash pits or other receptacles for the receiving and storage of garbage, rubbish, ashes, trash or debris may be erected only at such place on any lot in "Richmond Hills" and in such manner and of such material as may be approved by the Trustees. Disposal of garbage and rubbish on the premises, other than by incineration in an odorless incinerator may be deemed and considered a nuisance within the meaning of this instrument, which may be prohibited by the Trustees.

16th – ***(REVISED SECTION, SEE FIRST AMENDMENT ADDENDUM)***
~~Except as to the structures mentioned in Paragraphs 24th and 25th, Article III, and except for that portion thereof used as a private garage, and except as is later, in this paragraph noted, no building or other structure shall be erected, used or occupied in "Richmond Hills" for any purpose other than that of a private residence exclusively for the use of and occupancy by one~~

~~family only, any use or occupancy thereof as a flat, duplex, apartment, commercial use, use for the rental of rooms, or other use being expressly prohibited.~~

~~No more than one such residence shall be erected on any one lot or any one building site in said "Richmond Hills."~~

~~This restriction shall not prohibit the erection on any such lot or building site (in addition to such residence) of such structures as summer homes, children's' playhouses, conservatories, pergolas, bowers, trellises, swimming pools, barbecue pits, or other structures as accessory to enjoyment of such residence. But all such accessory structures shall be in harmony with such residence so as to make a pleasing and attractive appearance, and erected only with the approval and consent of the Trustees.~~

17th – No residence building or structure of any kind shall at any time during the term of this agreement be erected, reconstructed, altered or changed in whole or in part on any lot or portion thereof in "Richmond Hills," until the plans and specifications for the same, including lot and sewer plans, location of residence, or other structures and fencing on such lot, and type of roofing and building materials to be used in construction, have been submitted to the Trustees for their examination and approval and have been approved in writing by the Trustees, and no such building or structure shall be erected, altered, reconstructed or changed, except strictly in accordance with such approved plans and specifications. The Trustees are specifically given power to approve or reject such plans and specifications because of architectural design, location of residence and structure, type of roofing or building material to be used or manner of using same. The decision of the Trustees as to approval or rejection shall be final. This provision is to be construed liberally in favor of the Trustees, so as to give them a high degree of control and supervision over all such buildings, and structures in said "Richmond Hills," to the end that there may be prevented any structures of design, appearance, location on lot, height, type or character, or of a type and character of material which may be unsafe, inartistic, odd, grotesque, inconsistent with and a hindrance to a generally pleasing or rational development of said "Richmond Hills," or a hazard to persons or property therein, or a detriment to the value of property therein.

18th – No radio broadcasting, or sending shall be permitted from any structure on any lot in, or from any other part of "Richmond Hills," except with the written consent of the Trustees and subject to all the terms of such consent. No outside radio aerial shall be construed on any lot or on any residence or other structure in "Richmond Hills," except with the written consent of the Trustees.

19th - No fuel "which causes emission of soot or smoke shall be used or permitted to be used in "Richmond Hills" or in any building or structure therein. Soft or bituminous coal may be used only if so processed, or burned in connection with such contrivance and in such manner, as will fully eliminate all smoke and soot or either of them and only with the permission of and under regulations of the Trustees.

20th – No billboards, signboards, or other advertising structures or notices, except notices given by the Trustees, shall be erected on any lot in "Richmond Hills," at any time during the

term of these restrictions, except as in this instrument stated. No signs or notice advertising the sale or trade of any vacant lot shall be erected thereon, except with the written permission of the Trustees. No sign or notice referring to sale or trade of a lot, or the sale, trade, lease or rental of premises erected thereon, shall be permitted to state price or terms. All signs and notices, whether on vacant lots or a lot on which improvements have been erected, or on such improvements, shall be restricted to such size and character and to such location upon lots or improvements as may be directed by the Trustees.

21st – No cattle, horses, swine, rabbits, or other domestic animals or fowl of any kind, shall be kept or raised on any lots in “Richmond Hills.” This does not prohibit the keeping of small animals generally regarded as household pets. No breeding of any animals, birds or fowl shall be permitted. Nothing shall be done or permitted on any lot in “Richmond Hills” or in any structure therein, or upon any road thereof, which may be or become an annoyance or nuisance to the neighborhood.

22nd – ***(DELETED SECTION, SEE FIRST AMENDMENT ADDENDUM)***

23rd – It is contemplated that any re-division of lots in “Richmond Hills” will be for the purpose of decreasing the number of building sits for residences therein and not of increasing the number thereof and that revision shall be for the purpose of increasing the area of ground used as the site or yard of a residence.

No lot or building site in that portion of “Richmond Hills” constituting lots one (1) to thirty-seven (37), both included, shall have an area of less than fifteen thousand (15,000) square feet, and in that portion of “Richmond Hills” constituting lots thirty-eight (38) to eighty (80), both included, of less than ten thousand (10,000) square feet.

24th – Nothing in these restrictions contained shall prohibit the erection and maintenance on any lot in “Richmond Hills” of any temporary building or shed for storage and the like, as an aid in the erection and construction of a residence thereon, which temporary building is to be removed as soon as such residence has been completed. Such temporary building is in no event to be used for residence purposes.

25th – Nothing in these restrictions contained shall prohibit the Trustees from permitting the erection and maintenance of a temporary structure on any lot or any other part of “Richmond Hills,” as an office by the sales agent for said subdivision, or required that such structure be of the type and located as is by these restrictions requires, and nothing herein shall prohibit the Trustees from permitting temporary structures or prohibit such temporary structures on any lot or any other part of “Richmond Hills,” for the convenience of persons doing the work of laying out said subdivision or at any time constructing, or repairing streets, sewers, utility or service systems. Nothing in these restrictions shall prohibit the Trustees from permitting the erection and maintenance by the sales agent of said subdivision on any lot or any other part of “Richmond Hills” of such signs as the Trustees may approve, even though larger than otherwise permitted.

ARTICLE IV

(a) Except as otherwise provided, the trusts, conveyances, reservations, grants, easements, powers, interested privileges and duties of the Trustees, and the restrictions and covenants in this indenture set forth shall be and remain in full force and effect and be binding upon the Party of the First Part, her heirs, representatives, successors and assigns, upon the Trustees and their successors and assigns, and upon the lot owners, their heirs, representatives, successors and assigns, until twelve (12) o'clock noon on the first day of January, 1977, after which time they shall be automatically extended and be operative for successive periods of five (5) years each, unless, within a period of not less than one (1) year prior to the time when above mentioned original term or any such automatically extended terms shall expire by time limitation, the record title owners of sixty-five (65%) percent or more of all of the lots in "Richmond Hills" shall, by an instrument, in writing, executed, acknowledged and recorded as is required by law for instruments affecting real property, declare their decision that this instrument and its provisions shall cease to be of force and effect, at the expiration of such original term or any such automatically extended term.

(b) Notwithstanding the provisions of the immediately preceding paragraph, this instrument may be, at any time, abrogated, altered, modified, curtailed as to time or extended as to time by action of the record holders of eighty-five (85%) percent or more of the lots in "Richmond Hills," evidenced by a written instrument, executed, acknowledged, and recorded as is required by the law for instrument affecting real property.

(c) It is expressly understood, however, that notwithstanding the provisions of above sub-paragraphs (a) and (b), no action of lot owners of "Richmond Hills," regardless of percentage, shall at any time be affective to lower the area of lots or building sites as set out in Article III, paragraph 23 of this instrument.

This instrument shall not be altered, amended, changed, extended, or discontinued in any other way than as herein above provided.

At the termination of this agreement, either by limitation for the term herein created, or the expiration of any such automatically extended term, or the extended or shortened term by action of the lot owners, as is in this instrument provided, the Trustees shall, by proper deed and other instrument, dedicate all the roads in said "Richmond Hills" (not previously dedicated) to public use in accordance with the manner prescribed by law, if such dedication be accepted, and shall convey or dedicate all right, title, interest, and authority which they may have to or over the sewer and service and utility systems (not already conveyed or dedicated) to proper public authority in manner provided by law, if such grant or dedication will be accepted, and wind up this trust by distribution of any funds in their hands pro rata among the owners of lots in said "Richmond Hills," on the basis set out in Paragraph 16th, Article II. The powers of Trustees shall extend and continue for the purpose of such conveyance or dedication until so performed.

ARTICLE V

The agreements, provisions, reservations, restrictions, conditions, limitations and covenants contained in this instrument as to be construed independently. In the event that any of them shall be declared void, or for any reason unenforceable, the validity and binding effect of

the others shall not be thereby impaired or affected. Waiver or failure to enjoin a breach of any reservation, restriction, condition, covenant, easement or limitation, shall not be a waiver of any subsequent breach, or estoppel of any action to enforce compliance.

ARTICLE VI

The powers, rights, and easements in this instrument granted and duties and restrictions imposed, shall run with the fee as to each of the lots in said "Richmond Hills" affected thereby, annexed to and continuing to be annexed to and passing with and inuring to each of said lots as appurtenances thereto, so that said lots and each of them are to remain, during the term in this instrument limited, subject to the burdens and entitled to the benefits involved in said rights, powers, easements, restrictions, and duties. Said rights and easements to lot owners and each of them are created and granted subject to the easements, powers and rights granted to said Trustees and their successor and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as the Trustees or their successors may from time to time make and prescribe. None of the things, for the doing of which power is by this instrument conferred upon the Trustees or their successors, shall be done (unless otherwise in this instrument provided) excepting by and through the Trustees or their successors, or with their written permission, except, however, the work done initially by Party of the First Part in the laying out of this subdivision, which said work is done with the permission of the Trustees.

ARTICLE VII

As used in this instrument, masculine words include feminine, singular include plural, personal include corporations, firms or associations. The word "lot," followed by a number, means the lot as the same appears on plat of "Richmond Hills."

Any conveyance of a lot by number as the same appears on said plat shall convey such lot as platted. The word "lot" shall also mean and include any portion of a platted lot. The words "site," "building site," "residence site," "site for building or residence" mean that parcel of land regarded as the yard appurtenant to or accessory to a residence, whether the same be a lot as platted, or as added to by re-divided portions of other lots, or as reduced by condemnation or action of the Trustees for road or easement purposes. The word "owner," or "lot owner" means the record owner of such lot, any portion thereof or any interest therein.

IN WITNESS WHEREOF, the said Party of the First Part, and the named Trustees have hereunto set their hands this 18th day of June, 1946.

(_____
(_____

Trustees: (_____
(_____
(_____

FIRST AMENDMENT TO THE RICHMOND HILLS SUBDIVISION BY-LAWS

THIS FIRST AMENDMENT made and entered into this ____ day of _____, 1994, by and among CONNIE LAUGHLIN, GAYE FIELDS and BETTY RAEMDONCK, hereinafter collectively referred to as "Trustees."

WHEREAS, Richmond Hills Subdivision was previously created in the County of St. Louis and State of Missouri and is more particularly described as follows:

Parcel #1: Parts of Lots 4, 5, 6, and 7 in GEO. H. PRICHARD'S SUBDIVISION and described as follows: Beginning at the point of intersection of the Northern line of Lot 4 in said Geo. H. Prichard's Subdivision with the Southeastern line of McKnight Road, 60 feet wide; thence East 508.27 feet along the North line of said Lot 4 to the West line of United States Survey 2679; thence South 392.05 feet along the West line of United States Survey 2679 to its Southwestern corner; thence East 374.88 feet along the South line of United States Survey 2679 to the East line of Lot 5 in said Geo. H. Prichard's Subdivision; thence South 12.15 feet along the East line of said Lot 5 in said Geo. H. Prichard's Subdivision to its intersection with the Northern line of United States Highway No. T.R. 40 (Super-Highway); thence Westwardly along the Northern line of said Super-Highway a total distance of 1388.40 feet to its intersection with the Eastern line of McKnight Road; thence Northwardly and Northeastwardly along the Eastern and Southeastern line of McKnight Road along a curve having a radius of 686.78 feet to the right, a distance of 557.68 feet to a point of tangency; thence Northeastwardly along the Southeastern line of McKnight Road 284.49 feet to the point of beginning and containing 13.71 acres, according to Survey by Pitzman's Company of Surveyors and Engineers.

Parcel #2: Part of Lot 7 in the Partition of EDWARD J. GAY'S ESTATE in United States Survey 2679 and more particularly described as follows: Beginning at the point of intersection of the West line of McCutcheon Road, 60 feet wide, with the North line of the tract described in the deed from Lewis C. Cleaver to Lavinia B. Shallcross, recorded in Book 313, page 611 of the St. Louis County Recorder's Office; thence running West along the North line of property conveyed to Shallcross, as aforesaid, 1215.42 feet to the West line of said Lot 7; thence South 906.80 feet along the West line of Lot 7 to the Southwest corner of said Lot 7; thence East 399.26 feet along the South line of Lot 7 to its intersection with the Northern line of United States Route No. T.R. 40 (Super-Highway); thence Eastwardly 830.24 feet along the Northern line of said United States Route No. T.R. 40 along a curve having a radius of 2964.93 feet to the right to an offset in said Northern line; thence 15 feet Northwardly and radial to the last described curve; thence continuing Eastwardly 34.28 feet along a curve having a radius of 2979.93 feet to the right to the point of intersection with said Northern line of United States Route No. T.R. 40 with the West line of McCutcheon Road, 60 feet wide; thence North along the West line of McCutcheon Road 608.91 feet to the point of beginning and containing 22.39 acres, according to Survey by Pitzman's Company of Surveyors and Engineers.

Excepting therefrom: A tract of land in the City of Richmond Heights, Township 45 North, Range 6 East, St. Louis County, Missouri, beginning at the point of intersection of the

Northern line of Highway known as United States Route No. T.R. 40 with the Eastern line of McKnight Road, 60 feet wide, thence Northeastwardly along said Eastern line of McKnight Road on a curve having a radius of 686.78 feet to the right 273.31 feet to the center line of a 20-foot right-of-way for sewers, granted the City of Richmond Heights in Book 1145, Page 9, St. Louis County Recorder's Office, thence Southeastwardly, along the said center line of right-of-way 632.06 feet to the said Northern line of said United States Highway, thence Westwardly and Northwestwardly along said Northern line 640.28 feet to the place of beginning, said tract contains 2.26 acres of land, more or less.

Subject to Easement recorded in Book 1145, page 9 of the Records of the Office of the Recorder of Deeds of the County of St. Louis and Easements to the Highway Department of the State of Missouri.

WHEREAS, in conjunction with the formation of said subdivision, the initial trustees of said subdivision created the Richmond Hills Subdivision By-Laws, and

WHEREAS, in accordance with the terms of said By-Laws, the Trustees and residents of said subdivision are desirous of amending said By-Laws.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, and pursuant to the affirmative vote of the residents of Richmond Hills Subdivision, the By-Laws of the Richmond Hills Subdivision are amended as follows:

1. The last paragraph on page 9 of the By-Laws is deleted and, in lieu thereof, a new last paragraph on page 9 is inserted as follows:

Annual meetings of the lot owners in "Richmond Hills" shall be held not later than May 31 of each year at a convenient place in the City or County of St. Louis, Missouri, at a convenient hour, beginning not later than 8:30 p.m. The Trustees shall give notice of the time and place for the holding of such annual meeting by either delivering written notice of said meeting to the lot owners personally, or their representative, or to any member of such lot owner's household over the age of 15 years at the usual place of abode of such owner, or by mailing the same to the usual post office address of such lot owner. Said notice shall be served not less than twenty (20) days prior to the date of the annual meeting.

2. The second paragraph on page 10 of the By-Laws is deleted and, in lieu thereof, a new second paragraph on page 10 is inserted as follows:

At each such annual meeting, one Trustee, who shall be and remain a lot owner in said "Richmond Hills," shall be elected for a term of three (3) years, expiring as of the date of the annual meeting in such third year, or until a successor is chosen and qualified. Such of the lot owners as attend said meeting (regardless of number) shall proceed by vote or ballot to elect a successor to the Trustee whose term is expiring. The person receiving the highest number of votes or ballots shall be deemed elected. Such vote shall be binding upon all of the lot owners. Every title, estate, right, power and discretion vested in or conferred upon a predecessor Trustee hereunder shall likewise become and be vested in and be exercised by any successor Trustee.

3. The third paragraph on page 10 of the By-Laws is deleted in its entirety.

4. The seventh paragraph on page 10 of the By-Laws is deleted and, in lieu thereof, a new seventh paragraph on page 10 is inserted as follows:

Any Trustee may at any time resign as such Trustee by instrument in writing, signed and acknowledged by him and delivered to the remaining Trustees.

5. The second paragraph on page 13 of the By-Laws is deleted in its entirety.

6. The fourth, fifth, and sixth paragraphs on page 14 of the By-Laws are deleted and, in lieu thereof, new fourth, fifth, and sixth paragraphs are inserted as follows:

16th – Except as to the structures mentioned in Paragraph 24th and 25th, Article III, and except for that portion thereof used as a private garage, and except as is later in this paragraph noted, no building or other structure shall be erected, used, or occupied in “Richmond Hills” for any purpose other than that of a private residence exclusively for the use and occupancy by one family only; any use or occupancy thereof as a flat, duplex, apartment, commercial use, use for the rental of rooms, or other use being expressly prohibited, provided, the rental of an entire residence for the use and occupancy by one family only shall be permitted.

No more than one such residence shall be erected on any one lot or any one building site in said “Richmond Hills.”

This restriction shall not prohibit the erection on any such lot or building site (in addition to such residence) of such structures as summer houses, children’s playhouses, conservatories, pergolas, bowers, trellises, swimming pools, barbecue pits, or other structures as accessory to enjoyment of such residence. However, all such above accessory structures shall be in harmony with such residence so as to make a pleasing and attractive appearance, and erected only with the written approval and consent of the Trustees.

7. The third paragraph on page 15 of the By-Laws is deleted in its entirety.

The By-Laws of the Richmond Hills Subdivision are hereby reaffirmed in their entirety as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Signed in 1994

Connie Laughlin, Trustee

Signed in 1994

Gaye Fields, Trustee

Signed in 1994

Betty Raemdonck, Trustee