

# **INDENTURE**

## ***Regulating Use of the Private***

## ***Boulevards, Avenues, Walks and Alleys***

***in***

## ***“UNIVERSITY PARK”***

## ***and defining Restrictions Governing***

## ***Lots in Said Subdivision***

*Original Indenture 28th day of March, A. D. 1922 in black*

*Amended Indenture on 7<sup>th</sup> day of August, 1922 in red*

*Amended Indenture on 6<sup>th</sup> day of February, 1924 in green*

*Amended Indenture on 23rd day of March, 1993 in blue*

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INDENTURE made and entered into this 28th day of March, A. D. 1922, by and between the Cyrus Crane Willmore Organization, Incorporated, a corporation organized and existing under the laws of Missouri, party of the first part, hereinafter referred to as the Corporation, and Cyrus Crane Willmore, John W. Higginbotham and William B. Craig, all of the City or County of St. Louis, State of Missouri, parties of the second part, hereinafter referred to as the Trustees, WITNESSED:

WHEREAS, the said Corporation owns the land situated in the County of St. Louis, State of Missouri, described as follows:

Lot number fourteen (14) of the extension of Clemens Olive Street Addition, in United States Survey, number three hundred and seventy-eight (378), containing two and nine one-hundredths (2 9/100) acres; bounded on the north by land now or late of Hetzel; east by lot number fifteen (15) of said extension of Clemens Olive Street Addition; south by lot number twelve (12) of Eliza Clemens Subdivision of United States Survey number three hundred and seventy-eight (378) and west by land now or late of John Lanigan.

Also lot number twelve (12) of the subdivision of Eliza Clemens estate in United States Survey number three hundred and seventy-eight (378), containing forty-eight and eighty-three one hundredth (48 83/100) acres; bounded north by land now of late of John Lanigan, and lot number fourteen (14) of the extension of Clemens Olive Street Addition; east by lot number eleven (11) of Eliza Clemens Estate Subdivision of Survey number three hundred and seventy-eight (378); south by Delmar Boulevard, as now widened, and lot number thirteen (13) of the extension of Clemens Olive Street Addition, and west by lot number thirteen (13) of the extension of Clemens Olive Street Addition in said survey number three hundred and seventy-eight (378), and west line of United States Survey number three hundred and seventy-eight (378). Also lot number thirteen (13) of the extension of Clemens Olive Street Addition in survey number three hundred and seventy-eight (378), containing twenty and ninety-one hundredths (20 91/100) acres; bounded north and east by lot twelve (12) of the subdivision of Eliza Clemens estate; south by Delmar Boulevard; as now widened, to the width of eighty (80) feet, and west by the line of said survey number three hundred and seventy-eight (378).

Also lot number fifteen (15) of Clemens extension of Olive Street Addition. And lot number eleven (11) of subdivision of Eliza Clemens estate in the United States survey number

three hundred and seventy-eight (378); said lot containing an aggregate of sixty-seven and sixty-eight hundredths (67 68/100) acres; bounded on the north by property now, or formerly of R.L. Wilson; east by University Heights Subdivision; on the south by Delmar Boulevard, formerly Bonhomme Road, as widened to the width of eighty (80) feet, and on the west by property of Helen I. Clemens estate, saving and excepting there from and from the intent of these presents one and one-half (1 1/2) acres, more or less, situated at the southeasterly corner of said lot number eleven (11), immediately adjoining said University Heights Subdivision, having a frontage of one hundred ninety-nine and ninety-six hundredths (199 96/100) feet on said Delmar Boulevard, by a depth of five hundred forty and seventy-two hundredths (540 72/100) feet, and being one hundred and ninety-nine and ninety-six hundredths (199 96/100) feet in the rear; total acreage, in aggregate, one hundred and thirty-five (135) acres, more or less.

And, WHEREAS, the said Corporation has caused the said land to be laid out as a subdivision under the name of "University Park" and a plat thereof to be made and recorded in the office of the Recorder of Deeds for said County in Plat Book 16, Pages 38 and 39; and, WHEREAS, the lots shown on said plat are all intended as sites for private residences only, excepting-

- Lots 1 to 7, both inclusive, in block 3;
- Lots 15 to 31, both inclusive, in block 10;
- Lots 14 to 30, both inclusive, in block 11;
- Lots 15 to 24, both inclusive, in block 16;
- All the lots in blocks 12, 13, 14, 15, 17, 18 and 19;
- Lots 1 to 11, both inclusive, in block 31;
- Lots 1 to 12, both inclusive, in block 32;
- Lots 1 to 18, both inclusive, in block 33;

(All of which are hereinafter referred to as "excepted lots") which excepted lots may be used for purposes as specified and limited in Clause E of this indenture; and the lots intended as sites for residences only are hereinafter referred to and designated as residence lots and certain provisions of this indenture are made applicable to such residence lots done; all of the lots should on said plat, including such excepted lots, are hereinafter designated as "lot" or "lots" and the provisions of this indenture are made applicable to residence lots collectively, unless expressly made applicable to "residence lots" alone or to "excepted lots" alone; and, WHEREAS, pursuant to its

general plan to make said subdivision a desirable residence section, the Corporation desires that the boulevards, avenues, alleys and walks delineated on said plat shall be for the exclusive use and benefit of the owners of lots in said subdivision, their heirs and assigns, subject to such rights, privileges, exceptions and restrictions as are hereinafter expressed, and to make provision for the improvement, protection, and management of such boulevards, avenues, alleys and walks and for their proper use, and for their maintenance for the common benefit of the owners of lots in said subdivision and the Corporation desires that the various lots in said subdivision shall be restricted to use and purposes consistent with said general plan as hereinafter defined: NOW, THEREFORE, in consideration of the premises and of the sum of one dollar (\$1.00) to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and the agreement and the consent of the parties of the second to act as Trustees hereunder, the said Corporation hereby grants, bargains, sells, conveys and confirms unto the said Trustees, their successors and assigns, the several strips or parcels of land in the said plat as boulevards, avenues, alleys and walks are designed on said plat as

- Pennsylvania Avenue
- Vassar Avenue
- Midland Boulevard
- Purdue Avenue
- Vanderbilt Avenue
- Princeton Avenue
- Cambridge Avenue
- Cornell Avenue
- Stanford Avenue
- Amherst Avenue
- Tulane Avenue
- Dartmouth Avenue
- Colgate Avenue

and the alleys in blocks 2, 3, 31, 32 and 33, and the walks between blocks 2 and 3, 4 and 5, 6 and 7, 8 and 9, 10 and 11, 12 and 13, 14 and 15, 18 and 19, 31 and 32, and the walks intersecting blocks 26 and 28, all of the width and length as shown on said plat.

And the uses and trusts under which said boulevards, avenues, alleys and walks are now conveyed to the said Trustees and are to be held by them, and their powers with respect thereto, and the easements and rights of the lot owners therein, and the restrictions which are now imposed upon or against the various lots in said subdivision are now defined as follows:

**CLAUSE A.** The Trustees shall keep the said boulevards, avenues, alleys and walks open at all times for the private use and benefit of owners of lots in said subdivision, with power in the Trustees as they may deem best at any and all times to make, improve and construct and reconstruct the same, and maintain and repair the same, to regulate the use thereof, and to provide for the proper lighting, policing and protection of same, and to construct and maintain or permit others to construct and maintain overhead or underground transmission systems and pipes, conduits and other means for the transmission of electric, telephone and telegraph service and steam, hot water and other useful agencies, and storm and foul water sewer systems, for the benefit of the said subdivision and the owners of lots therein.

**1.** The Trustees shall also have the right at all times to construct and maintain or permit others to construct and maintain on or over the rear five feet of all lots in said subdivision, overhead transmission systems for the transmission of electric, telephone and telegraph service, and under the rear two feet of all lots in said subdivision underground transmission systems and pipes, conduits and other means for the transmission of systems of electric, telephone and telegraph service and steam, hot water and other useful agencies and storm and foul water sewer systems for the benefit of said subdivision and the owners of lots therein. Such strips are hereinafter referred to as "easement strips".

**2.** The Trustee shall provide for and forever secure to the owners of lots in said subdivision and each of them the right, benefit and advantage of having ingress and egress from and to, over, along and across said boulevard, avenues, alleys and walks and each and every one of them, and of frequenting, using and enjoying them; also of using the same for street purposes of every kind for which private streets in desirable residence sections are usually used; also the right, benefit and advantage (subject to general rules and regulations hereafter established or prescribed by the Trustee and subject to the established charges therefore) of connecting with and using the transmission system or systems for transmitting electricity and telegraph and telephone service, and the pipes, conduits and other means for conducting water, gas, steam, hot water, and other useful agencies or any of them, and the storm and foul water sewer systems

which may be constructed in or upon the said boulevards, avenues, alleys or walks or in or along the said easement strips in rear of said lots as above provided.

3. The Trustees shall provide that no person, firm or corporation, shall at any time obstruct or occupy with building materials, soil or any other object, calculated to prevent free passage of the public, more than one half of any sidewalk or tree lawn, or more than one third of any public roadway, highway or alley, or shall in any manner obstruct the free passage of water in any gutter or alley, with such building materials, soil or other object. No person, firm or corporation, shall permit or suffer any building materials, soil or other object, calculated to obstruct free passage of the public, to stand on any street, alley or sidewalk during the night time, without placing or causing to be placed on or about such obstruction red signal lanterns, which lanterns shall be maintained lighted from six o'clock P.M., of each day until six o'clock A.M. of the following day, until such obstruction removed. The trustees may require a deposit not to exceed \$50.00 to be made, by the owner of the property or his agent, to insure the trustees that all building materials or debris, deposited on the private street in connection with the work in such building, be removed and the street restored to a condition equal to that existing before the commencement of such work. The trustees shall repay such deposit to the person entitled to receive same, when the provisions of this clause are complied with, or the trustees may cause such work to be done at the expense of such lot owner.

**CLAUSE B.** The rights and easements herein granted are to be easements in fee annexed to and forever to continue to be annexed to and passing with and inuring to each of the lots as appurtenances thereto, and said lots and each of them are to forever remain subject to the burdens and entitled to the benefits involved in said easements, except as herein otherwise provided, however, and it is hereby expressly agreed that the said lights and easements and each of them, are crested and granted subject to the powers and rights granted to the parties of the second part by Clause C of this indenture, and to the provisions of Clause D of this indenture, and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as the parties of the second part or their successors may from time to time make and prescribe, or as may be prescribed under and by authority of the provisions of Clause D; and none of the things, power to do which is hereinafter conferred upon the parties of the second part or their successors, shall be done (unless otherwise in this indenture provided) excepting by and through the parties of the second part or their successors or with their written permission.

**CLAUSE C.** The parties of the second part and their successors, as joint tenants and not as tenants in common, shall for and during the period of the trust and of the said restrictions have the following rights, authorities, power, interests and duties:

1. To construct, reconstruct, maintain and repair streets, roadways, driveways, pavements, sidewalks, cross-walks, gutters and curbing, or any of them, in and upon the aforesaid boulevards, avenues, alleys and walks, or any of them; to plant, grow and preserve trees and shrubbery in any appropriate spaces in or upon said boulevards, avenues and walks, and in the park spaces therein, or any of them, and to construct, lay, maintain reconstruct and repair proper and sufficient sewer systems, gas and water pipes, and other pipes and conduits and connections therewith, and overhead and underground transmission systems for conducting electricity or telephone or telegraph service in or upon the said boulevards, avenues, alleys and walks, or any of them, and in or upon the easement strips in the rear of the lots in said subdivision, or any of the said easement strips; and all of the said rights and powers shall apply to and be exercised upon or with respect to such like improvements and conveniences, or any of them herein authorized, whenever requested so to do by petition in writing signed by owners in fee of lots in said subdivision who will have to pay at least 51 per cent of the cost of such contemplated improvement or improvements; and if the Trustees fail to levy such assessment, contract for and commence the making of such improvements within six months from the date when so requested, or if they have made assessment and they fail to commence the work within six months from the time when such assessment has been paid in, then, on the petition of any of the said lot owners, or any proceeding which may be brought by him or them, and after due notice to the Trustees, the Circuit Court of St. Louis County shall have jurisdiction, in its discretion, to remove the Trustees so refusing to act, and appoint new Trustees in their place and stead, to hold office for the unexpired terms of the Trustees so removed, but said court shall, if possible, appoint as Trustees only persons who are owners of lots in said subdivision. Such new Trustees so appointed shall during their term of office have all the powers herein given to the Trustees named.

2. Also, to grant to such person or persons, corporation or corporations, and for such time as they, the Trustees, or their successors may deem best, the right to enter upon said boulevards, avenues, alleys and walks, or any of them, or the said easement strips in the rear of

the said lots, and erect and maintain overhead or underground transmission systems for conducting electricity or telephone or telegraph service, and to construct and maintain therein suitable pipes or conduits or other means to conduct water, gas, steam, hot water and other useful agencies, and to supply the same for the use and benefit of the respective owners or rightful occupants of said lots or any of them.

3. Also to light, police, sprinkle, oil and clean said boulevards, avenues, alleys and walks, and clean the sewer systems, pipes, conduits and connections therein; to preserve, maintain and keep open the same and the connections, entrances and exits of same whenever necessary so to do by appropriate legal proceedings; also to pay the general and special taxes which may be assessed against the same; also to receive, hold, convey, dispose of and administer in trust for the purposes of this indenture, any gift, grant, conveyance or donation of money or real or personal property; and generally to do whatever else may to the Trustees or their successors seem to be necessary with respect to said boulevards, avenues, alleys and walks, including the collections, removal, carrying away and disposal of garbage, rubbish and ashes from the said boulevards, avenues, alleys and walks, and in and from the lots or any of them in said subdivision, and to make proper contracts therefore covering such; periods of time as the Trustees may deem best.

4. Also to make provision with the City of University City or the City of St. Louis or any water company to furnish water for use upon any lot or lots in said subdivision or in any residences or buildings thereon; also for protection against loss or damage by fire of any improvements now or hereafter erected in said subdivision, and for the sprinkling, washing and cleaning of said boulevards, avenues, alleys and walks, curbing and guttering, any of them, or the watering of trees, grass and shrubbery thereon, or for any other use thereon by the Trustees deemed necessary or proper, and also for use in cleaning or flushing sewers in said subdivision, and also for any other uses in said subdivision 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 furnishing thereof and the payment thereof as the Trustees may deem proper. And the Trustees may install and keep in operation and repair water and fireplugs, police signal systems and connections in said boulevard, avenues, alleys and walks.

5. Also to convey and grant to others outside of said subdivision the right to use the private boulevard, avenues, alleys and walks and the private sewer systems, water and gas pipes and other pipes and conduits and the overhead and underground transmission systems or any of

them, which may at any time or from time to time be in the aforesaid boulevards, avenues, alleys and walks or in the said easement strips in the rear of the lots in the said subdivision, the terms of and compensation for such use or uses to be agreed upon by the Trustees or their successors, or determined as may be provided by law or ordinance. The compensation, received for such use or uses shall be held and expended necessary, by the Trustees or their successor for the maintenance, repair, lighting, cleaning, policing, sprinkling, improving and beautifying of such boulevards, avenues, alleys and walks (and the sewers and other improvements therein) within the said subdivision as the Trustees may deem necessary or proper, provided, however, that any such right or use granted to others shall be in common with the right of those in the said subdivision and shall not be conveyed or granted as to any sewer or gas pipe or any other pipe or conduit, unless the capacity of the sewer or pipe or conduit to be affected shall be ample to accommodate the rightful use thereof by those in the subdivision and such additional use.

6. Also to cut, remove and carry away from all vacant lots in said subdivision and properly dispose of all weeds, and 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 individual lot owner on whose premises such expense is incurred, by special assessment against him, as the Trustees may determine.

7. Also to transfer and convey to any public authority any sewer system, sewer pipe, water pipe or other pipe or conduit and appurtenances which may theretofore have been constructed by the Corporation or by the Trustees, and to receive a money consideration therefore, but such money consideration shall be refunded by the Trustees to the Corporation or persons who have theretofore advanced such cost of construction and the Corporation hereby reserves unto itself, its successors and assigns the right to receive and retain for its own use and benefit any moneys so refunded to it for or on account of such improvements.

8. Also, as Trustees of an express trust and for the benefit of all other owners of lots in said subdivision, to prevent any infringement or compel the performance of any covenants or restrictions in this indenture contained; and to prescribe and enforce reasonable rules and regulations with respect to the use of boulevards, avenues, alleys and walks, and of sewers, sewer pipe, water, gas or other pipe and appurtenances, and overhead or underground transmission systems or any of them.

9. Also the right is hereby expressly granted to the Trustees to prohibit heavy hauling over, upon or along said boulevards or avenues or any of them; also to prohibit speeding or racing thereon; also to prohibit the obstruction of said boulevards, avenues, alleys or walks or any of them, by storing of lumber, brick or other building materials thereon, or using the same or any part hereof for the mixing of concrete, lime, cement or other building materials; and the Trustees may require that all such building material be stored and all such mixing be done upon the lot themselves.

10. Also to dedicate to public use the boulevards, avenues, alleys and walks and parks and park spaces or any part thereof, to said subdivision; provided, that such power to dedicate; boulevard, avenues, alley or walk, or park: or park space or any part thereof, to public use shall not be exercised unless a request therefore be made in writing by the owners of a majority in frontage of the lots fronting or abutting on such boulevards, avenues, alleys, walks, parks or park spaces so to be dedicated, except that the Trustees shall have the power whenever they deem proper so to do, and without requiring the consent of any of the owners of lots fronting or abutting thereon, to dedicate all or any part of the street designated as Pennsylvania Avenue and the street designated as Midland Boulevard (and the park or park spaces therein) to public use on such conditions as the Trustees may deem best. And the Trustees shall (without the consent of any lot owners being required) unconditionally dedicate to public use forever Pennsylvania Avenue and Midland Boulevard (and the parks or park spaces therein), or either of them, whenever requested so to do by Ordinance enacted by the City of University City. In like manner the Trustees shall have power to dedicate and whenever requested so to do by ordinance enacted by the City of University City they shall dedicate to public use forever for all or any part of the portions of Jackson Avenue, or the natural continuations or extensions thereof, lying and situated within the said subdivision. Whenever any boulevard, avenue, alley or walk, park or park space, or any part thereof is dedicated to public use or is condemned and taken by public authority, then the powers and duties of the Trustees with respect to the same shall cease, but the restriction by this indenture imposed on the lots in said subdivision) shall nevertheless continue in full force and effect until the termination thereof, as provided in Clauses D and G. Unless the Trustees should be requested to-dedicate the boulevards, avenues, alleys or walks, parks or park spaces, or any of them, to the public for public use as hereinbefore provided, the Trustees shall hold the same perpetually upon the trusts herein provided for the private use and benefit of the owners of

the lots in said subdivision. If any moneys are received by the Trustees as compensation for boulevards, avenues, alleys or walks, parks or park spaces, taken in condemnation proceedings, the amounts so received shall be applied first to the payment pro rata of any damages which may be assessed against any of the lot owners in said subdivision, and the surplus, if any, shall be held by the Trustees and shall be used for general purposes of the trust the same as funds collected under paragraph (14) of this Clause C. The Trustees are also empowered at any time, if requested so to do by the owners in fee simple of a majority of the frontage fronting on any boulevard or avenue, to change the name thereof by instrument to be placed of record.

11. Also to enter upon the said boulevard, avenues, alleys and walks for the purpose of doing the things herein specified or any of them.

12. Also in exercising the powers, rights and privileges granted to them, and in discharging the duties imposed upon them, to from time to time employ agents, servants and laborers 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 then or either of them in their character as Trustees.

13. And it shall be the duty of the Trustees, when in their discretion it may seem necessary and proper, to avail themselves of and exercise the rights and powers herein granted to them, provided that nothing herein contained shall be taken to compel the Trustees to make any payment or incur any liability in excess of the amount which shall for the assessments made against lot owners as hereinafter provided.

14. In order to provide the means necessary to make the payments and perform the duties and avail themselves of and exercise the rights and powers aforesaid, and secure the various ends contemplated and intended to be effected by means of this indenture (other than the specified cost referred to in paragraph 16 of this Clause C), the Trustees are hereby empowered to collect during each year, from and after the date of this indenture, from the owners of lots embraced in said subdivision, a sum of money sufficient for all the general purposes hereinbefore recited (in addition to the special sums hereinafter mentioned for specific purposes), provided that the total amount required in any year for said general purposes shall not exceed a sum equal to fifty cents for each foot of the aggregate frontage of all the lots in said subdivision as shown by the recorded plat of said subdivision. Whenever the word "frontage" is used in this indenture, it shall apply to the frontage as shown on the recorded plat, but in determining the amount to be

collected from owners of corner lots the Trustees shall take as a basis for their figures only one-half of the total frontage on all streets adjoining such corner 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; and the owner or owners of each lot, irrespective of its location, shall be required to pay in advance on such account such proportion of the said annual amount (in the installment or installments as called for by the Trustees) as the frontage of such lot bears to the total frontage of all the lots in said subdivision as shown by the said recorded plat of the said subdivision; the frontage of corner lots to be figured as herein stated. Taxes which may be assessed against the boulevards, avenues, alleys and walks herein conveyed to the Trustees, and title to which shall be held by the Trustees, shall be paid by them out of the funds collected in accordance with this paragraph. If the annual assessment for general purposes as previously fixed by the Trustees is sufficient to provide for all such general purposes, the Trustees may levy and collect additional assessments from time to time for general purposes, not exceeding, however, fifty cents per front foot in each year, as hereinbefore provided.

15. If the Trustees should at any time be sued for damages for personal injuries or death sustained by anyone or for damage to property sustained by anyone on any of the of said boulevards, avenues, alleys or walks, the Trustees may employ attorneys to defend such suit or action or make settlement of such claim or claims before or after suit, and the expense thereof, including any amount paid in settlement or any judgment recovered against them, and interest and costs and attorneys' fees and other expenses of defending such action, shall be assessed by the Trustees pro rata against all the lots in said subdivision in the same manner as provided in the foregoing paragraph (14) and the payments thereof shall be enforced as hereinafter provided. The amount so to be paid shall be in addition to the assessment for general purposes referred to in the foregoing paragraph (14).

16. It is further understood and agreed that the cost of constructing and reconstructing boulevard, avenues, alleys and walks, or an of them, in said subdivision, including the cost of grading, regarding, preparing the roadway for all superstructures, placing the foundation and roadway paving of such boulevards, avenues, alleys and walks, and the cost of constructing or reconstructing the sidewalks, cross-walks, curbing and guttering, shall not be included in the annual amount for general purposes as provided in paragraph (14). But whenever the Trustees

shall decide upon any such improvement, they shall estimate or call to be estimated the total cost thereof, and such cost shall be apportioned by the Trustees against the owners of the property benefited thereby in the same manner as the cost of like improvements which now or may then be apportioned by law in the City of St. Louis, Missouri, except that for such purpose the private boulevards, alleys and avenues shall be treated the same as if they were public streets and the private walks and alleys shall be treated the same as if they were public alleys; and the owner or owners of each lot in said subdivision against which a charge is apportioned as aforesaid, shall be required to pay at such time or times as may be determined by the Trustees on account of such lot, such proportion of such total cost as may be so apportioned against him or them, and the Trustees may require the payment thereof or payments on account thereof in advance before letting the work for such improvement or while the work is in progress. And the cost of constructing or reconstructing sewer systems, water pipes, gas pipes and conduits and appurtenances and overhead or underground transmission systems, shall also be apportioned (as the Trustees deem proper) among and collected from only those lot owners whose lots, in the opinion of the Trustees, are or will be benefited by such improvements and payment may be required in advance as in paragraph (18) of this Clause C provided. If the Corporation shall have made any of the improvements in this paragraph (16) of Clause C referred to, the cost so advanced by the Corporation shall nevertheless be paid by the purchasers of property abutting thereon or benefited thereby, as the Trustees may determine, in the same manner as if the Trustees has caused such work to be done, and the Trustees shall collect the same from the purchasers of lots so affected and shall have a first lien against the lots therefore, and when collected the amounts so collected shall be refunded by them to the Corporation.

17. A written or printed notice signed by the Trustees or a majority of them, or having their names written or printed thereon with their authority, stating the amount of money required for general purposes hereinbefore recited, or of any installments thereof, or of the sum hereinbefore required for special purposes (other than such general purposes), and the date and dates of payments thereof much be made, shall be served not less than ten days before any payment under the said notice shall be required to be made upon each of said owners either by delivering said notice to each owner personally or to his agent or to any person over the age of fifteen years found on their respective lots, or by mailing the same to the usual post office address of such owner or owners, or posting the same upon any conspicuous place on such lots.

Service in any one of said methods shall be sufficient. And the said annual amount and installments thereof (and any special assessment) 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 each owner as above provided, a charge or lien upon his lot or lots and upon his interest in any lot or lots and said lien shall continue in full force until said amounts are fully paid, and the same (together with all other assessments) shall constitute a first lien against the property superior to any lien or encumbrance which the owner may have theretofore created or may thereafter create against the said lot or any improvements thereon, and all persons acquiring any interest in the said lots, or lots, or any of them, from the owner or owners thereof, whether voluntary or involuntarily, shall take the same subject to such right or power in the Trustee to assess the same for the purpose of this indenture. In case said annual amount or any installment thereof, or any special assessment, is not promptly paid when due, it shall thereafter bear interest at the rate of eight percent (8%) per annum; and if after default the same shall have been placed in the hands of any attorney for collection, the fee of such attorney shall be paid by the lot owner or lot owners in default against whom such action to enforce collection has been taken, and shall likewise be a first lien on the lot or lots of such owner or owners. The Trustees may institute and prosecute any legal proceedings at law or in equity, or both, against the owner or owners of the lot so making default, and all persons claiming through or under them, to compel such payment with interest, costs of suit and attorneys' fees attending the recovery of the payment in default. Each lot in respect of which default is made shall at all times on occasion of any such default, be liable to be sold under the order of decree of any court of competent jurisdiction under appropriate legal proceedings in like manner as if the amount so due and unpaid with interest, costs and attorneys' fees, was secured by first mortgage on such lot, to the end that out of the proceeds of such sale the amount so in default be raised and paid, with interest, cost and attorneys' fees; the purchaser or purchasers, however, at any such sale shall take subject to this indenture and to all of the covenants, easements, provisions, powers and rights herein contained, created or granted, in the same manner and to the same extent as if said lot owners had sold said lots voluntarily subject to the provision hereof, excepting, of course, that sale shall clear the property sold from the lien of the particular payment in default and on account of which said sale occurred. The owner of any lot at the time of such assessment, whether general or special shall also be personally liable to the Trustees for the payment thereof together with interest, attorneys' fee and costs.

**18.** Whenever the Trustees shall determine that any improvement in the boulevards, avenues, alleys or walks or in the easement strips in the rear of lots, or any of them, do not constitute an improvement benefiting the entire subdivision (the word "improvement" as used herein includes the construction or reconstruction of sewer systems, gas and water pipes and conduits and appurtenance and connection and overhead and underground transmission systems) the Trustee may apportion the cost thereof only against the owners of property benefited thereby, and the owner or owners of each lot against which such charge is apportioned shall be required to pay at such time and times as may be determined as may be determined by the Trustees on account of such lot, such proportion of the total cost may be so apportioned against him or them. Notice of such special assessment shall be given as provided in section (17). And in case the same or any installment thereof is not promptly paid when due. It shall thereafter bear interest at the rate of eight per cent (8%) per annum, and if after default the same shall have been placed in the hands of any attorney for collection, the fees of such attorney shall be paid by the lot owner or owners in default against whom such action to enforce collection has been taken, and the same shall likewise constitute a first lien against the lot or lots of such owner or owners. Such special assessment shall, as soon as such notice is served, become to the extent of and for the amount payable by each owner as above provided, a charge and lien upon his lot or lots and upon his interest in any lot or lots and upon his interest in any lot or lots, and said lien shall continue in full force until said special assessment has been fully paid, and the same, together with other general and special assessments, shall constitute a first lien against the property superior to any lien or encumbrances which the owner may have theretofore created or may thereafter create against the said lot or any improvements thereon, and all persons acquiring any interest in the said lots, or any of them, from the owner or owners thereof, whether voluntarily or involuntarily, shall take the same subject to such right or power in the Trustees to assess the same for the purposes of this indenture. Each lot in respect of which default is made shall at all times on occasion of any such default, be liable to be sold under the order or decree of any Court of competent jurisdiction under appropriate legal proceedings in like manner as if the amount so due and unpaid with interest, costs and attorneys' fees, was secured by first mortgage on such lot, to the end that out of the proceeds of such sale the amount so in default be raised and paid, with interest, costs and attorneys' fees. The purchaser or purchasers, however, at any such sale shall take, subject to this indenture and to all of the covenants, easements, provisions, powers and



rights herein contained, created or granted, in the same manner and to the same extent as if the said lot owners had sold said lots voluntarily, subject to the provisions hereof, excepting, of course, that such sale shall clear the property sold from the lien of the particular payment in default and on account of which said sale occurred. The owner of any lot at the time of such assessment shall also be personally liable to the Trustees for the payment thereof together with interest, attorneys' fees and costs, and no lot owner shall be permitted to connect his lot or building with any such special improvement until his assessment for such improvement shall have been fully paid.

19. It is further understood and agreed that if the furnishing of water to lot owners undertaken by the Trustees under contract with any municipality or water company as the Trustees herein authorized to do, the cost of furnishing water to any lot owner in said subdivision shall not be included in the annual amount for general purposes as aforesaid, but each lot owner shall deal with the Trustees with respect to such cost on his own account (it being understood of course that there shall be no discrimination between lot owners nor shall any profit be made by the trustees) and the Trustees may demand such security in cash or otherwise for the payment by any lot owner on account of such water cost as they, the Trustees, may deem proper, and for the failure to give or maintain such security may forbid such lot owner to connect with any water pipe or may sever or cause to be severed any connection now or hereafter made until security be given and maintained as aforesaid, and until any amount which said lot owner may be delinquent shall paid. If the Trustees suffer any loss on account of the failure of any lot owner with respect to giving any security or making any payment, said Trustees may reimburse themselves out of any collection from the entire subdivision hereunder.

20. The trustees are also authorized, for any of the purposes in preceding sections referred to, to estimate the probable cost of the contemplated improvements and determine the amount to be collected from each lot owner on account thereof, and the installments thereof, and thereupon each lot owner shall pay the same, in advance of the letting or doing of the work, when and in such installment as the trustees may direct. If any installment be not paid when due and within thirty (30) days after notice thereof to the lot owner, as provided in Section 17, then all installments shall forthwith become due and payable and shall bear interest at eight percent (8%) per annum from the date of the original notice, and the amount so payable, with interest, shall be secured by a first lien on the lot and the payment thereof may be enforced as provided in

said Section 17 of Clause C.

**CLAUSE D.** The trusts and the restrictions in this indenture set forth shall continue and be binding upon the Corporation and the Trustees and upon their successors and assigns for a period of twenty-five (25) years from April 1st, 1922, and shall automatically be continued thereafter for successive periods of fifteen (15) years each, provided, however, that the owners of the fee-simple title to a majority of the front feet of the lots of this subdivision may terminate the trusts or release all of land hereby restricted from any one or more or all of the said restrictions at the end of this twenty-five (25) year period or of successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Recorder of Deeds of St. Louis County, Missouri, at least five (5) years prior to the expiration of this twenty-five (25) year period or of any fifteen-year period thereafter. This agreement shall not be altered, amended, changed or discontinued in any other way except as provided in Clause G. At the termination of this agreement by action of the lot owners as in this indenture provided, the Trustees shall by proper deed or other instrument dedicate all the boulevards, avenues, alleys and walks in the said subdivision (not previously dedicated) to public use in accordance with the statute in such cases made and provided.

**CLAUSE E.** The Corporation for itself and its successors and assigns and for and on behalf of all persons who may hereafter derive title to or otherwise hold through it, its successors or assigns, any one or more of the said lots or any part of any one or more of said lots, further covenants with the Trustees with and for the benefit of the future owners of said lots and each of them as follows:

1. That each of said lots and also the person or persons from time to time owning the same, shall forever stand and remain bound and chargeable to the Trustees for the full and faithful compliance with all and singular, the provisions, stipulations, conditions and restrictions herein, and prompt payment of all assessments, liens and costs in the indenture contained and set forth or provided for, whether in the form of covenants or not, so far as such provisions by their terms embrace or may be applicable to the respective lots.

2. And as to residence lots it is further covenanted: That neither the corporation, its successors or assigns nor any owner or owners of any of said residence lots in said subdivision

shall or will at any time, except with the written consent of the trustees, raise the grade of any lot more than two (2) feet higher at the building line than the highest point of the sidewalk in front of said lot without the written consent of the trustees; said persons agree further not to erect any residence on any of said residence lots of which the front face or the front wall shall extend beyond or encroach in front of the building line of such lots as delineated or designated upon the aforesaid plat; and a building line for each lot is hereby established as delineated and shown on said plat; enclosed porches or sunrooms or sun parlors shall be deemed part of the main building, but unenclosed porches and balconies and porte cocheres and terraces, whether covered or uncovered, may extend not more than eight (8) feet in front of the said building line. It is further agreed that bay or bow or oriel, dormer and other projecting windows and stairway landings shall not extend more than five (5) feet in front of the said building line. It is further agreed that cornices, spouting, chimneys, brackets, pilasters, grill work, trellises and other similar projections and any projections for purely ornamental purposes shall not extend more than five (5) feet in front of the said building line. No lot owner shall erect in front of any building line any fence, wall or hedge, nor erect on any sidelines or rear lines of lots any board fences, except such ornamental board fences as may be approved in writing by the trustees, nor erect or permit any sign or notice or obstruction which in the opinion of the trustees may be objectionable, nor erect or permit any sign or notice stating price or terms in dollars and cents on any lot; nor erect more than one dwelling house on any one residence lot, nor erect any main building any portion of which, except eaves of roof and gutters, shall approach nearer than four (4) feet from the east property lines and not nearer than eight (8) feet from the west property lines of all residence lots fronting the south or southward direction nor nearer than eight (8) feet from the east property lines and four (4) feet from the west property lines of all residence lots fronting the north or northward direction; nor erect any main building any portion of which, except eaves and gutters, shall approach within eight (8) feet from the south property lines nor nearer than four (4) feet from the north property lines of lots fronting east or eastwardly direction or west or westward direction; nor erect on any of the following residence lots, to wit:

- All lots in blocks 1, 2, 3, 4, 5, 6 and 7 Lots 1 to 12 both inclusive,
- in block 8; lots 1 to 10 both inclusive,
- in block 9; Lots 1 to 4 both inclusive,

- in block 16; lots 1 to 18 both inclusive in block 24; lots 1 to 17 both inclusive in block 25;
- all the lots in blocks 26, 27, 28, 29, 30, 31, 32, 33 and lots 1 to 17 both inclusive in block 34;

any residence more than two and one-half stories high, with a pitched roof, nor less than two full stories, with a pitched roof, having exterior walls showing full two stories or more in height, with a pitched roof; nor erect any residence (the minimum height of which is two full stories with a pitched roof) on any of said residence lots costing less than \$8000.00 nor erect any residence on any resident lot in said subdivision unless it be faced all the way around with the same material; nor erect any residence, garage, outbuildings or subsidiary buildings on any residence lot in said subdivision unless the exterior walls thereof be of brick, stone, concrete or cement on hollow block or cement on metal lath, and ash pits shall be built only of brick or concrete; nor erect any garage or other outbuilding or subsidiary buildings on any lot without following the same general plan of architecture and building material as used in the main building on said lot; nor use or permit any residence or building on any of said residence lots to be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence (except that a physician or dentist residing there in may have his office and practice his profession in his residence) nor erect or permit to be erected on any of the residence lots above specifically enumerated any flat or apartment house, or use or permit to be used any house or houses erected on said residence lots as a flat or apartment house, or by more than one family, or ~~by negroes or Malays~~; nor make or permit to be made any connection with any wires, water pipe, gas pipe, sewer pipe other conduits above mentioned or provide for, except under such rules and regulations as may be prescribed by the company owning the same, and by any public authority and by such additional rules and regulations as may be prescribed by the trustees; nor employ or permit to be employed any teams or men except subject to such rules and regulations as may be established from time to time by the trustees for the removal of waste or litter from the said boulevards, avenues, alleys and walks.

**3. And as to the following excepted lots it is further provided, as follows:**

- As to lots 15 to 31, both inclusive, in block 10;
- Lots 14 to 30, both 11;
- All lots in blocks 12, 13, 14, and 15;

- lots 8 to 14, both inclusive, as well as lots 15 to 24, in block 16;
- All lots in blocks 17, 18 and 19;
- the lots fronting on Amherst Avenue (west of Midland Boulevard only), that is to say, all the lots in blocks 20, 21, 23 and 23, fronting on Amherst Avenue;

it is further covenanted that there may be erected said excepted lots residences of a cost of not less than \$4,000.00, at a height of not less than one and one-half stories above any basement, nor more than two full stories with a pitched roof; but except as to cost and height, all the restrictions in paragraph 2 of Clause E shall apply to the excepted lots mentioned in this paragraph 3 of Clause E. The excepted lots mentioned in this paragraph 3 (a) of Clause E may also be improved with an apartment building of not more than two and one-half full stories with a pitched roof, and not to be occupied by more than four families, but the restrictions in paragraph 2 of Clause E, shall otherwise apply. But it is further covenanted that as to the lots excepted in this paragraph 3 (a) of Clause E, no building shall be erected on any of said lots within two years from the date hereof at a cost of less than \$8,000.00 unless the plans and specifications therefore have first been approved by the Trustees.

- (b) As to lots 5 to 14, both inclusive, in block 16;
- Lots 18 to 21, both inclusive, in block 34;
- All lots in blocks 20, 21, 22 and 23;
- the lots fronting on Stanford Avenue (west of Midland Boulevard only), that is to say, all the lots in blocks 24, 25, 26 and 27, fronting on Stanford Avenue
- Lots 19 to 35, both inclusive, in block 24;
- Lots 18 to 34, both inclusive, in block 25;
- Lots 13 to 26, both inclusive, in block 8;
- Lots 11 to 22, both inclusive, in block 9;
- Lots 1 to 14, both inclusive, in block 10;
- Lots 1 to 13, both inclusive, in block 11;

Shall be restricted to residences of not less than one and one-half stories above any basement and not less than one living room on the second floor, but no house shall be erected having exterior walls showing full two stories or more in height or which shall have a uniform cornice height on than the fifth (3/5) of the perimeter of the building, and to cost not less than \$4,000.00. With the exception of cost and height of buildings to be erected on these excepted lots

in this paragraph 3 (h) referred to, all other restrictions on residence lots shall apply. But it is further covenanted that as to lots excepted in this paragraph 3 (b) of Clause E, except that no building shall hereafter be erected on any of said lots in blocks 24, 25, 26 and 27, fronting on Stanford Avenue, at a cost of less than \$8,000.00, unless the plans and specifications provided have first been approved by the Trustees..

- (c) As to lot 1 to 7, inclusive, in block 3;
- Lots 1 to 11, both inclusive, in block 31;
- Lot 1 to 12, both inclusive, in block 32;
- Lot 1 to 18, both inclusive, in block 33;

it is further covenanted that the following restrictions and regulations shall apply:

USE. No building or premises shall be used and no building shall hereafter be erected or altered, unless otherwise provided for in this agreement, except for apartment, or residence purposes and for one or more of the following commercial purposes, and one building may cover one or more of the said excepted lots:

1. Amusement Place.
2. Bakery (employing not more than five persons).
3. Bank.
4. Barber Shop.
5. Battery Service Station.
6. Catering Establishment.
7. Dancing Academy.
8. Dressmaking Establishment (employing not more five persons).
9. Dyeing and Dry Cleaning Store.
10. Electric Repair Shop.
11. Locksmith Shop.
12. Lodge Hall.
13. Messenger or Telegraph Service Station.
14. Millinery Shop.
15. Office.
16. Painting and Decorating Shop.
17. Photography Gallery.

18. Plumbing Shop.
19. Post Office.
20. Print Shop.
21. Public Garage, provided that before the permit is issued, there are on file with the Building Commissioner the written consent of the owners of 75 per cent of all the property within two hundred feet (200') of any part of the premises whereon such public garage is to be established, erected or enlarged. Provided, further, that no public garage shall have an entrance or exit for motor vehicles within two hundred feet (200') of an entrance or exit of a public or private school, playground, public library, church, hospital, children's or old people's home.
22. Recreation Building or Structure.
23. Restaurant.
24. Sales or Show Room.
25. Store or Shop for the conduct of a retail business.
26. Shoe Repair Shop.
27. Studio Parlor.
28. Tailor Shop.
29. Smiting Shop.
30. Tire Repair Shop.
31. Undertaking Establishment.
32. Upholstering Shop.

No building for any other commercial use shall be erected or altered on these excepted lots unless before a permit is issued there are on file with the trustees the written consent of all, the Trustees and of the owners of 75 per cent of all the property located in this subdivision, within a radius of two hundred feet (200') of any part of the premises to be used. HEIGHT. No building shall exceed thirty-five feet (35') or two and one-half (21/2) stories. No building shall be less than two full stories. Every building shall have a pitched roof.

REAR YARD. There shall be a rear yard having a minimum depth twenty (20) feet.

SIDE YARD. There shall be a side yard on either side of the building used exclusively for residential purposes, of not less than six (6) feet; provided, however, that this regulation may be waived for buildings or parts of buildings used in whole or in part for commercial purposes.

The building material used in the erection of buildings on these excepted lots shall be of the same kind character and as for the residence lots unless written consent is secured from the Trustees.

**No building, garage outbuilding or subsidiary building shall be erected on any of the lots in said entire subdivision unless the plans and specifications therefore have first been approved by the Trustees or a majority of them.**

4. As to all lots in said subdivision, whether residence lots or excepted lots, or excepted lots, it is covenanted and restricted. That the owners thereof, their families, servants and employees, shall not use or permit the use of bicycles on the sidewalks, nor allow the running at large of unmuzzled dogs, nor allow speeding of automobiles in the streets, boulevards, avenues or drives, and that as far as practicable coal and other material shall not be allowed to be dumped in the street.

5. And as to all lots in said subdivision, whether residence lots or excepted lots, it is further covenanted and restricted. That neither the said Corporation nor its successors nor any of its assigns shall or will convey, devise, remise or otherwise dispose of any of the said lots or any estate or interest therein at any time hereafter, except subject to the covenants and restrictions in this indenture contained in respect of such residence lots or excepted lots, as the ease may be, and subject to the 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 hereinbefore granted and conferred upon the Trustees.

6. It is the intention of this indenture that each of the covenants and restrictions in this Clause E contained shall attach to and run with each of the said residence or excepted lots embraced within such covenants, as the case may be, and to and with all titles, interest, encumbrances and estates in the same, and shall be binding upon every owner or occupant of such lots as fully as if expressly contained in proper and obligatory covenants or conditions in each contract and conveyance of or concerning any lot or any parts thereof.

7. It is further provided, declared and agreed that if the Corporation, its successors or assigns, or any of them, hereafter owning any of the lots or parts of lots embraced in any one or more of such covenants, shall infringe or attempt to infringe or omit to perform any covenants as aforesaid, or comply with any restriction which is by its provisions to be kept and performed by it, him or them, it shall be lawful for any other person or persons owning any lot or lots

embraced in said subdivision, or for the said Trustees on behalf and for the benefit of either themselves or said owner or owners as aforesaid, or for any or either of them, as trustees of an express trust, to prosecute any proceeding at or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenants or restrictions to prevent it, them or him from doing so, and to recover damages for such infringement or omission; the expense of the Trustees incurred in such proceeding shall be refunded to them out of any damages recovered or may be refunded to them out of any general fund then on hand or thereafter collected by general assessment against the owners of lots in said subdivision. It is further declared and provided that while the covenants in this indenture shall be valid and binding and must be kept, observed and performed by any owner or occupant of any lot or lots or any part of any lot embraced in such covenant or covenants, yet they are not to be enforced personally against the Corporation, its successors or assigns, unless it or they, while owning or occupying or controlling such lot or part of lot, shall have violated or failed to perform the covenant or covenants embracing such lot or part of lot.

8. It is further provided and declared that the Corporation reserved to itself the sole right to sign a petition granting permission for a street car line, bus line or trackless trolley line, to operate on, either or both, Delmar Boulevard and Midland Boulevard, and it is hereby authorized irrevocably to sign the same as attorney in fact for any and all owners of lots in said subdivision fronting on said Delmar Boulevard.

**CLAUSE F.** The corporation reserves the right at any time or times before it has sold all the lots before described as excepted lots to restrict the use of such excepted lots (either all of same or any part thereof) that may remain unsold, for residence sites only, and to make them subject to the provisions applying to residence lots generally in said subdivision, and to such further restrictions as the Trustees may deem proper. Such restrictions by the Corporation may be evidenced by an instrument placed in the deeds to the purchasers of said lots.

**CLAUSE G.** At any time after ten (10) years from the date hereof, with the written consent of the Corporation, it shall be lawful for said Trustees, or their successors, to alter, amend, change or discontinue any or all of the provided, restrictions or limitations of this indenture, provided that written consent thereto or therefore is obtained from the owners of two-

thirds in front feet of all lots in said subdivision; and provided, however, that changes, amendments or discontinuance may be made during the ten (10) years from and after the date hereof, with the written consent first obtained from the holders of the fee simple title of nine-tenths in front feet of all the lots in said subdivision.

**CLAUSE H.** The first trustee named above shall serve for a term of five years; the second for a term of four years; and the third for a term of three years. Successor trustees (except in case of filling a vacancy) shall be elected for terms of three years each, but a successor elected to fill a vacancy created as here in after stated shall be elected for the unexpired term of the trustee so superseded; and successor trustees shall be elected in the manner here in after stated. Upon the expiration of said respective terms, or should any of said trustees, parties of the second part, or any successor or successors, die or cease to reside in either the City of St. Louis or County of St. Louis, or decline to act, or become incompetent by reason of sickness or expiration of term, or other cause, to discharge the duties or avail of or exercise the rights or powers hereby granted or bestowed on them as trustees under this indenture, then and there upon it shall be the duty of the survivor or remaining trustees, as soon as reasonably may be, to call a meeting of all the then owners of said lots, to be held at a convenient place in said City or County, first giving ten days written or printed notice of the time and place of such meeting, the said notice to be served by any of the methods provided above with respect to payment of the annual amount required by the trustees. And such of the owners as attend said meeting shall select a chairman and proceed by vote or ballot to elect a successor or successors to fill such vacancy or vacancies, the owner or owners of said lots being entitled to one vote for each full lot owned, which vote may be cast in person or by proxy and the person or persons receiving the highest number of votes or ballots shall be deemed elected, and shall, upon. His or their acceptance in writing, at once and by force of this indenture, subject to all the duties and restrictions by this indenture imposed, succeed to, be vested with, possess and enjoy, as a joint tenant, but not as a tenant in common, with the remaining trustees, all the estate, rights, interest, privileges and powers by this indenture granted to his or their predecessor or predecessors. And such a selection (at a meeting to be called, organized and conducted in the manner aforesaid) shall be made as often as a vacancy, from any cause, occurs, until the expiration of this agreement. Should such survivor or remaining Trustee or Trustees refuse or neglect to call such meeting within sixty days after the

occurrence of such vacancy, or should all the trustee ship be vacant at the time, then such meeting may be called by the owner or owners of any five of said lots, who shall give a like notice thereof, served as aforesaid.

It is the intention of this indenture that the government of said subdivision as herein contemplated shall eventually be in the hands of the Trustees each owning at least one lot in said subdivision and elected by the lot owners; but notwithstanding anything herein to the contrary, as long as said Corporation shall retain any unsold lots in said subdivision, said Corporation reserves and shall have the right to be represented on said Board of Trustees by one member appointed by it, and from time to time as the original member on said board appointed by the Corporation, or his successor or successors shall discontinue to act or be disqualified as aforesaid, and then such vacancy shall be filled from time to time by said Corporation by written appointment recorded in Recorder's office at St. Louis County. Said Cyrus Crane Willmore is hereby designated as the original representative of the Corporation on said Board.

And, whereas, all the lots in said subdivision are now subject to a purchase money deed of trust given to the University Park Realty Company, the former owner, which deed of trust was given to secure the payment of certain notes therein referred to, and whereas, said deed of trust makes provision for foreclosure sale of the said lots (or such of them as have not been previously released) in the event of default under the said deed of trust, it is therefore further understood and agreed that in the event of such foreclosure or sale under the deed of trust, the University Park Realty Company, if it becomes the purchaser of such lots or any of them at such sale, may as its election there upon declare the terms of office of all of the Trustees, then acting under this indenture as ended, and said Company shall thereupon call a meeting the lot owners as in this Clause H provided, and at such meeting the owners attending shall proceed to elect new Trustees to fill such vacancies, each for the unexpired term thereof, and each lot owner shall be entitled to one vote for each full lot owned, which vote may be cast in person or by proxy; provided, however, that so long as said University Park Realty Company shall retain any lots in said subdivision, said Company shall have the right to be represented on said Board of Trustee by one member appointed by it, and from time to time as its representative on said board shall discontinue to act or be disqualified from acting, then such vacancy shall be filled from time to time by said Company by written appointment to be recorded in the Recorder's office of St. Louis County.

All trusts created by this indenture, including therein all the rights, powers and privilege 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 major part of them; provided, that any successor chosen or appointed to fill a vacancy as provided in this indenture shall from and after the date of his acceptance of the position of Trustee be included in determining who constitute a major part of said Trustees. And wherever the word "Trustees" occurs in this indenture, it shall be held and taken to include their successors. Each of said parties of the second part, and their successors duly elected or appointed, accept the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful acts or willful default and not one for the other or others the further condition that no Trustee hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by such Trustees respectively or collectively. Any Trustee may at any time resign as such Trustee by instrument in writing, signed and acknowledged by him and filed for record in the Recorder's office of the County of St. Louis. Thereupon his successor shall be elected as hereinbefore provided.

**Clause I.** All covenants and agreements herein are expressly declared to be independent, and not interdependent nor shall any laches, waiver, estoppels, condemnation or failure of title or as to any part or parcel of the said tract known as "University Park" be of any effect to modify invalidate or annul any grant, covenants or agreement herein, with respect to the remainder of said place, saving always the right of amendment, modification or repeal a hereinabove expressly provided.

IN WITNESS WHEREOF, the said party of the first part has caused this indenture and another original hereof to be duly signed by its President, and its corporate seal to be hereto affixed, attested by its Secretary, and the said parties of the second part have also hereto and to one other original set their hands. All one as of the day and year first in this indenture written.

**CYRUS CRANE WILLMORE ORGANIZATION,  
INCORPORATED,  
By CYRUS CRANE WILLMORE, President  
Attest:  
MARY E. LEE Secretary.  
CYRUS CRANE WILLMORE,  
JOHN W. HIGGINBOTHAM,  
W. B. CRAIG, Trustees.  
STATE OF MISSOURI, CITY OF ST. LOUIS.  
(Seal)**

WITNESS my hand and notarial seal at my office in the City of St. Louis, State of Missouri, the day and year last above written.

**HILDA FRICK, (Notary Public)  
STATE OF MISSOURI, CITY OF ST. LOUIS.  
(Seal)**

On this 8th day of April A. D. 1922, before me personally appeared Cyrus Crane Willmore, John W. Higginbotham and William B. Craig, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same in their capacity as Trustees as their free act and deed.

WITNESS my hand and notarial seal at my office in the, City of St. Louis, State of Missouri, the day and year last written above. My commission expires April 15, 1925.

**HILDA FRICK, Notary Public  
STATE OF MISSOURI, County of St. Louis.  
(Seal)**

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 8<sup>th</sup> day of April, A. D. 1922, at 11:45 o'clock a.m. and is truly recorded in book 532, page 581.

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

**ARTHUR W. SCHMID, Recorder  
By G.L. GRUENINGER, Deputy Recorder  
(Seal)**

### ***Amendments***

On this 22<sup>nd</sup> day of August, A.D. 1922, before me appeared Cyrus Crane Willmore, to me personally known, who being by me duly sworn, did say that he is the president of the Cyrus Crane Willmore Organization, Incorporated, and that the seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Cyrus Crane Willmore acknowledged the said instrument to be the free act and deed of said Corporation.

Witness my hand and notary seal at my office in the City of St. Louis, State of Missouri, the day and year last written above. My commission expires April 15th, 1925.

**HILDA FRICK, Notary Public (Seal)  
State of Missouri, County of St. Louis.**

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 23rd day of August, A.D. 1922, at 9 o'clock a.m. and is truly recorded in book 560, page 41. Witness my hand and official seal on the day and year aforesaid.

**ARTHUR W. SCHMID, Recorder (Seal)  
By C.H. HACKMANN, Deputy Recorder**

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All other provisions and restrictions in said original indenture contained, as modified by supplemental indenture dated August 7, 1922 recorded in book 560 Page 41 of said Recorder's Office, except as herein further modified, are hereby reaffirmed and reestablished.

IN WITNESS WHEREOF, the trustees have hereunto set their hands and seals the day and year first a fore said.

**Cyrus Crane Willmore (Seal)  
John W. Higginbotham (Seal)  
William B. Craig (Seal)**

Recorded Book 607, page 563 Filed for record February 7, 1924

The undersigned, Eileen Halassey, Lewis R. Schiller and David Wilson, being the duly elected and acting Trustees of University Park Subdivision, a subdivision in St. Louis County, Missouri, do hereby amend the indenture of said subdivision recorded in Book 532 at Pages 581 et seq of the St. Louis County records and the second Supplemental Indenture of University Park Subdivision recorded in Book 607 at Pages 563 et seq of the St. Louis County records, in the following respects:

That the words "or by negroes or Malays" appearing in Section 2 of Clause E of the original Indenture of University Park Subdivision and in the second Supplemental Indenture dated February 6, 1924, are hereby deleted.

This Amendment is made in accordance with the provisions of Clause G of said indenture. The Trustees have duly adopted a resolution making such amendment and written consent therefore has been obtained from the owners of two-thirds in front feet of all lots in said subdivision.

*Eileen Halassey*  
*Lewis R. Schiller*  
*David Wilson*  
*Joann Burger (Notary Public Seal)*

Recorded Book 607, Filed for record March 23, 1993