

BILL NO. 644

ORDINANCE NO. 635

**AN ORDINANCE APPROVING THE RECORD PLAT, ESCROW AGREEMENT, WARRANTY DEED AND TRUST INDENTURE FOR THE LADUE GLEN SUBDIVISION.**

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Record Plat, Trust Indenture, Warranty Deed and Escrow Agreement for the development known as Ladue Glen Subdivision which are attached hereto and made a part hereof as Exhibits 1, 2, 3 and 4 are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easements which are dedicated on the record plat.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of said Record Plat, Trust Indenture, Warranty Deed and Escrow Agreement by affixing their signatures and the official seal of the City of Chesterfield to a Certificate of Approval as required and submitted.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 2<sup>ND</sup> day of DECEMBER, 1991.

Jack Louw  
MAYOR

ATTEST:

Matthew L. DeMay  
CITY CLERK

VILLAGE OF CHESTERFIELD  
PLAT ONE  
U.S. SURVEYS 12, 415 AND 1911,  
T.45N., R. 4 E.

This is to certify that *Steradian Engineering & Surveying* have during the month of June, 1951, by order of *Bullfin Development Co.* made a survey to erect a subdivision of a tract of land being Lot 27 of Trails West Section of the Village of Chesterfield Plat One in Part of U. S. Surveys 12, 415 and 1911 Township 45 North Range 4 East in St. Louis County, Missouri and the survey was done in accordance to the current Missouri Statutes for Property Boundary Surveys of the Missouri Department of Geology and Land Survey and the results are shown correctly herein.

*Steradian Engineering & Surveying*  
2045 Old Highway 20  
St. Charles, MO 63103  
314/644-3660  
By: *R. J. Steradian*  
Surveyor  
M. L. L. 1234

As the undersigned owner of the tract of land herein platted and further described in the Corporate Certificate have signed to be surveyed and subdivided in the manner shown which shall hereafter be known as "LADUE TRAIL".

The undersigned designates the easements shown herein, the street right-of-way and common ground areas as utility and easements for water, sewer, electric and telephone, the easements are hereby dedicated to the City of Chesterfield, Missouri Gas Company, Union Electric Company, St. Louis County Water Company, Chesterfield Bell Telephone Company, Bell Cable and the Postoffice at Laclede Road, and their successors and assigns, for the purpose of constructing and installing water, sewer, gas lines, water lines, electric lines, telephone lines, cable television communication lines and all other easements and easements herein and hereafter and for any other public utility purpose of temporary use of adjacent ground not covered by improvements for the construction and storage of materials and installation, repair or replacement of said utilities, power and drainage facilities.

All common ground easements, such as cul-de-sac islands and divided street islands or median strips, are hereby dedicated to the unrestricted jurisdiction of the Missouri Department of Geology and Land Survey, Missouri, as shown on the plat, and no light or other public utility in accordance with the approved instrument plan may be constructed or installed in cul-de-sac islands, divided street islands, or median strips, without authorization by the City of Chesterfield, Missouri, in accordance with a special-use permit.

Lot and Block lines, together with all cul-de-sac and roundings located at the street intersections, which identification are shown on this plat are hereby dedicated to the City of Chesterfield, Missouri for public use. The building lines shown herein are hereby established.

This subdivision is subject to the covenants, conditions and restrictions filed in Book \_\_\_\_\_ and Page \_\_\_\_\_ of the Missouri Department of Geology and Land Survey.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat unless otherwise noted. We have signed and recording this \_\_\_\_\_ day of \_\_\_\_\_ 1951.

*Bullfin Development Co.* *Douglas E. Bullfin President*

State of Missouri *St. Louis County*

On this \_\_\_\_\_ day of \_\_\_\_\_ 1951 before me appeared *Douglas E. Bullfin* to me known and who he did say that he is the President of *Bullfin Development Co.* a corporation of the State of Missouri and that the foregoing instrument is the corporate seal and signature of said corporation and that said instrument was signed and sealed by the Board of Directors in behalf of said corporation and said *Douglas E. Bullfin* acknowledged said instrument to be of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission expires \_\_\_\_\_ Notary Public

The undersigned owner and legal holder of notes covered by Book of Trust recorded in Book \_\_\_\_\_ and Page \_\_\_\_\_ of the Missouri Department of Geology and Land Survey and Approver in every detail this Plat as "LADUE TRAIL" and "TRAILS WEST" is hereby released, it has signed and sealed the foregoing this \_\_\_\_\_ day of \_\_\_\_\_ 1951.

WITNESSED BY ME *James H. Barrett, Sr., M. S. J.*

State of Missouri *St. Louis County*

On this \_\_\_\_\_ day of \_\_\_\_\_ 1951 before me appeared *James H. Barrett, Sr.* to me known and who he did say that he is the Senior Vice President of *Bullfin Development Co.* a corporation of the State of Missouri and that the foregoing instrument is the corporate seal and signature of said corporation and that said instrument was signed and sealed by the Board of Directors in behalf of said corporation and said *James H. Barrett, Sr.* acknowledged said instrument to be of said corporation.

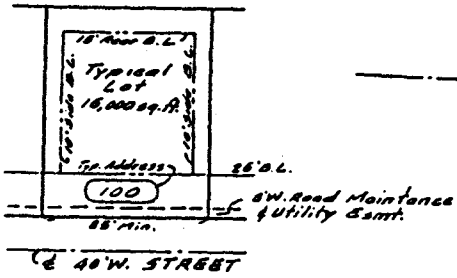
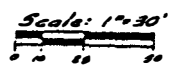
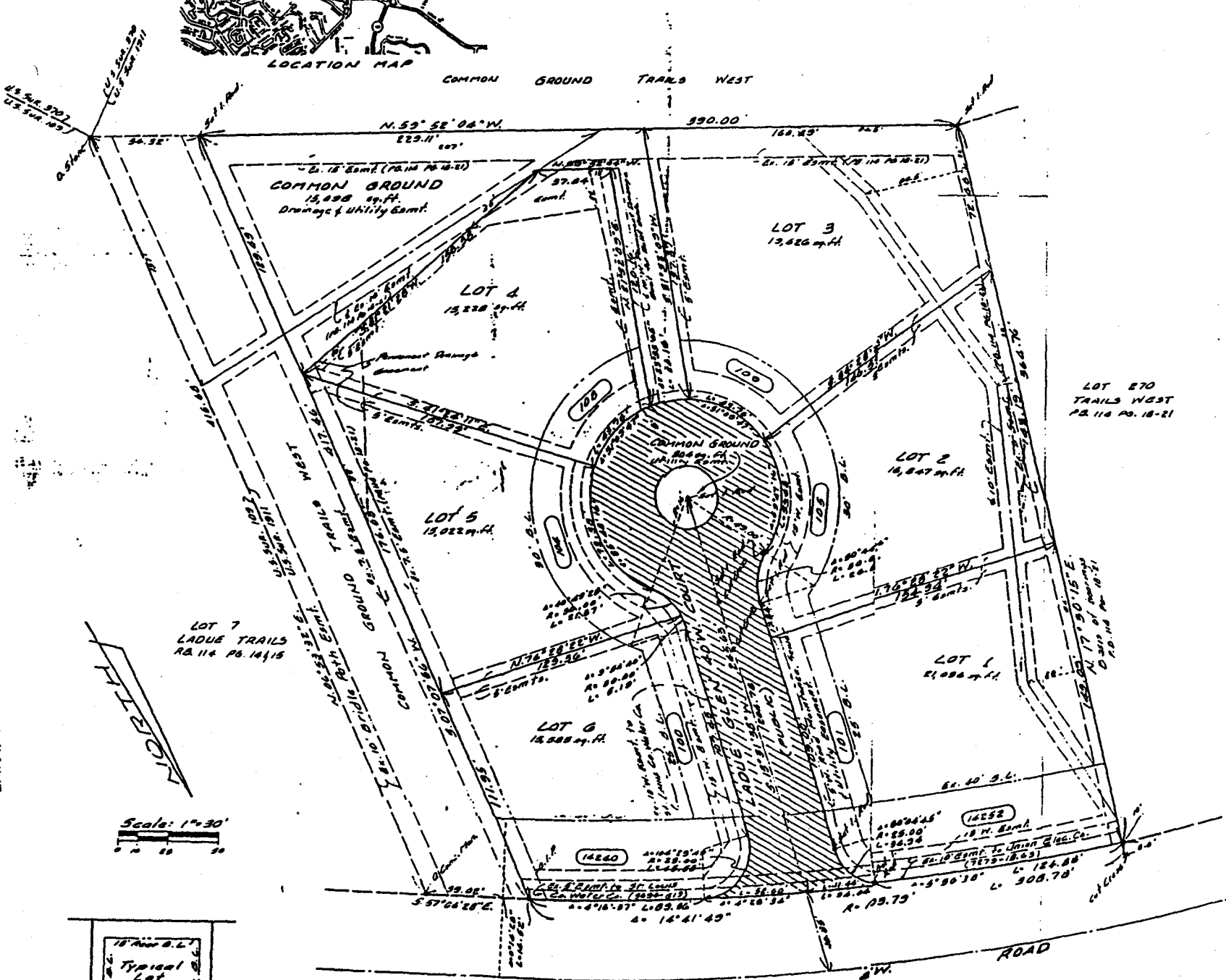
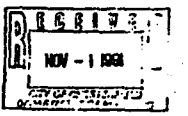
IN TESTIMONY WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission expires \_\_\_\_\_ Notary Public

I, \_\_\_\_\_ City Clerk of the City of Chesterfield, Missouri do hereby certify that this plat is approved by the City Council of the City of Chesterfield, Missouri, by ordinance number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 1951.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City of Chesterfield, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_ 1951.

City Clerk *Marlene Butry* *Jack Leonard*



**LEGAL DESCRIPTION:**  
A certain lot 27 of Trails West Section of the Village of Trails West Plat One as filed for record in Plat Book 118, Pages 18, 19, 20 & 21 in the St. Louis County, Missouri Recorder of Deeds Office.

- NOTES:  
1. This plat contains 3.28 acres.  
2. Project boundaries shown on this plat are in accordance with the plat of Section 107 (west 1/2 of Section 107) north of the center of the west Range lines of Laclede Road, Missouri 211.83.  
3. Street addresses are shown within all platted lots.  
4. Owners shall be cut into the project at the locations indicated by "X" at the points of easement and easement of the street easements and of the subdivision of the side property lines to the street easements within a reasonable time after the street easements have been acquired.  
5. Survey monuments shall be set by the Missouri Department of Geology and Land Survey at points indicated by "X".

ESCROW AGREEMENT GUARANTEEING SUBDIVISION IMPROVEMENTS

THIS ESCROW AGREEMENT made and entered into by HUFTON CONSTRUCTION,  
CO., herein called DEVELOPER, and MARK TWAIN  
BANK, herein called ESCROW HOLDER and the CITY OF  
CHESTERFIELD, MISSOURI, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as LADUE  
GLEN SUBDIVISION, and requesting approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion  
of the improvements, all in accordance with the provisions of Ordinance # \_\_\_\_\_, and  
the Subdivision Regulations of the City, as amended, will be in the sum of  
NINETY THREE THOUSAND NINETY EIGHT & 26/100'S DOLLARS  
(\$ 93,098.26) lawful money of the United States of  
America; and

WHEREAS, the DEVELOPER is seeking approval of the CITY of the final plat of  
the aforesaid subdivision as the same is provided in Ordinance # \_\_\_\_\_, or as  
hereinafter amended; and

WHEREAS, the Ordinance provides inter alia that the final plat of the said  
subdivision may be approved by the City Council of the CITY upon the DEVELOPER  
submitting a satisfactory escrow agreement guaranteeing the construction of the said  
subdivision improvements in accordance with the approved plans;

NOW, THEREFORE, in consideration of the covenants, promises and agreement  
herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has deposited the sum of NINETY THREE THOUSAND  
NINETY EIGHT & 26/100'S DOLLARS (\$ 93,098.26) lawful money of the United  
States of America, herein called ESCROW SUM, with the ESCROW HOLDER, as an escrow  
guaranteeing the construction, installation and completion of the required  
subdivision improvements in LADUE GLEN SUBDIVISION Subdivision, all in  
accordance with the approved plans therefore and in accordance with the ordinances  
of the CITY regulating the same.

2. That the ESCROW SUM will be held in escrow by the ESCROW HOLDER in a special escrow account, subject to the special audit of the CITY.

3. That the ESCROW SUM guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the report of the said Department of Planning dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit A and made a part hereof as per plans and specifications for the said subdivision which have been filed with the Department of Planning of the City of Chesterfield, Missouri, all of which are also made a part hereof as though set forth herein word for word.

4. That in the event the City should determine that the ESCROW SUM herein provided is insufficient to complete the said Subdivision Improvements, the City will so notify the Developer who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said improvements and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum will be cause for cessation of all work on said subdivision until the additional amount is paid.

5. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall furnish, upon the completion of said improvements, a Certificate of Completion by a licensed engineer engaged to supervise the construction, installation and completion of said improvements, all as provided in Ordinance # \_\_\_\_\_.

6. That the ESCROW HOLDER shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the ESCROW HOLDER: which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses under the supervision of a qualified, licensed engineer, as provided in Ordinance # \_\_\_\_\_, said engineer to certify such work and materials to the Department of Planning.

7. That in the event the developer shall abandon the subdivision or fail to complete the improvements within two (2) years hence from the date of the CITY'S approval of the said subdivision plat, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the repair or completion of the project as originally set out. Upon receipt of this certification, the ESCROW HOLDER shall disburse said funds directly

to the CITY so that the CITY may complete itself, or have completed by outside resources, the said improvements. The ESCROW HOLDER shall disburse the escrow sums therefore as ordered and directed by the City, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

8. That the CITY hereby accepts this agreement as a satisfactory Escrow Agreement under the provisions and requirements of Ordinance # \_\_\_\_\_.

9. IT IS HEREBY FURTHER AGREED by the ESCROW HOLDER: (A) That in full consideration of its covenants, promises and agreements, the ESCROW HOLDER has received the sum of ONE AND NO/100 DOLLARS (\$1.00) lawful money and other valuable considerations, receipt thereof from the DEVELOPER being hereby admitted and acknowledged; and (B) That the ESCROW HOLDER hereby acknowledges the receipt and deposit of the ESCROW SUM and guarantees that the same shall be held as hereinabove provided and shall be released only in accordance with the terms herein set forth.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 13th day of November A.D. 1991.

ATTEST: (SEAL)

HUFTON CONSTRUCTION, CO.

\_\_\_\_\_  
Secretary  
Type Name: Karen Hufton

BY \_\_\_\_\_  
DEVELOPER (Name/Address)  
Type Name: Douglas Hufton, President  
534 Glenfield Ridge Ct.,  
Chesterfield, MO 63017

ATTEST: (SEAL)

MARK TWAIN BANK

\_\_\_\_\_  
Secretary  
Type Name:

BY James H. Powell SAIT  
ESCROW HOLDER (Name/Address)  
Type Name:

CITY OF CHESTERFIELD, MISSOURI

BY \_\_\_\_\_  
Director of Planning

APPROVED:

CITY OF CHESTERFIELD

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

N.B. The signatures of the DEVELOPER and ESCROW HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

APPROVED: \_\_\_\_\_  
City Attorney

Approved by City of Chesterfield  
Planning Commission  
[Updated 10/91]

[FORM E-SUBD]

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGMENT

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

On this 13th day of November, A. D., 1991, before me appeared Douglas Hufton, to me personally known, who, being by me duly sworn, did say that he is the President of HUFTON CONSTRUCTION, CO., a Missouri Corporation and that he executed the foregoing agreement pursuant to the authority given him by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him in behalf of the aforesaid corporation by authority of its Board of Directors and said Douglas Hufton, as President of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

CORPORATE SECRETARY'S ACKNOWLEDGMENT

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

On this 13th day of November, A. D., 1991, before me appeared Karen Hufton, to me personally known, who, being by me duly sworn, did say that he is the Secretary of the HUFTON CONSTRUCTION, CO., a Missouri Corporation and that Douglas Hufton, who executed the foregoing agreement as President of the aforesaid corporation is in fact the President of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires \_\_\_\_\_.

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGMENT

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

On this 13th day of November, A. D., 1991, before me appeared JAMES H. BARRETT, to me personally known, who, being by me duly sworn, did say that he is the President of MARK TWAIN BANK <sup>Senior Vice</sup>, a Missouri Corporation and that he executed the foregoing agreement pursuant to the authority given him by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him in behalf of the aforesaid corporation by authority of its Board of Directors and said JAMES H. BARRETT <sup>Senior Vice</sup>, as President of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires \_\_\_\_\_

RITA C. WAZINA, NOTARY PUBLIC  
 St. Louis County, State of Missouri  
 My Commission Expires July 16, 1994

Rita C. Wazina  
 Notary Public

CORPORATE SECRETARY'S ACKNOWLEDGMENT

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

On this 13th day of November, A. D., 1991, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Secretary of the MARK TWAIN BANK, a Missouri Corporation and that \_\_\_\_\_, who executed the foregoing agreement as President of the aforesaid corporation is in fact the President of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires \_\_\_\_\_

**BRIEGEL · BAYLARD  
PATANE & ARAND · PC**

• THOMAS J. BRIEGEL  
(1938-1988)  
• DAVID L. BAYLARD  
• JOSEPH M. PATANE  
• A. DAVID ARAND  
• MICHAEL E. MAGLIARI

• P. DANIEL BILLINGTON  
• MICHAEL C. DEMPSEY  
• ROBERT F. GARZA, JR.

OF COUNSEL  
• DENNIS J. GURLAND

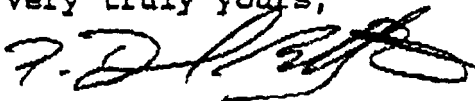
P.O. BOX 547 • UNION, MISSOURI 63084 • (314) 583-5103 • ST. LOUIS (314) 836-5500  
FAX: (314) 583-8242

November 26, 1991

TO WHOM IT MAY CONCERN:

Copies of the "Indenture of Trust and Restrictions of Ladue Glen Subdivision" and the General Warranty Deed transferring the common areas are attached hereto. When the "Indenture" is completed and the legal description is attached and fully executed by the developer and the trustees, in our opinion, said document will constitute valid restrictions which encumber the real estate described in said indenture. Furthermore, it is our opinion that the General Warranty Deed will constitute a valid transfer of the common ground to the subdivision trustees once the same has been duly executed and recorded.

Very truly yours,



P. DANIEL BILLINGTON

PDB/lyb  
Enc.



# INDENTURE OF TRUST AND RESTRICTIONS

## OF

### LADUE GLEN SUBDIVISION

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, by Hufton Construction Co. (hereinafter referred to as "Developer") for the purpose of establishing certain regulations for the benefit of the land affected herein and the undersigned do hereby adopt and create the following covenants, conditions and restrictions which shall run with the land and shall be binding on all present and future owners of said land and their heirs, assigns or successors until they are amended and/or vacated.

#### **WITNESSETH:**

**WHEREAS**, Developer, as owner, owns a parcel of land in St. Louis County, Missouri, more particularly described on Exhibit "A" attached hereto, to be platted into a subdivision by Developer and be known as:

Ladue Glen Subdivision (hereinafter sometimes referred to as the "Subdivision")

**WHEREAS**, additional lands may become subject to these covenants and restrictions by the Developer from time to time adding to the properties such land as is now owned or hereafter owned or approved for addition by Developer, provided that the land so added shall at that time be bound by all of the terms of this Indenture and any future modifications thereof and provided that Developer shall be under no obligation to add additional land to the properties;

**WHEREAS**, it is the purpose and intention of this Indenture to preserve said property as a subdivision for residential purposes and, to that end, to adopt a plan and scheme of restrictions and apply the same to each lot in the subdivision and mutually to benefit, guard and restrict present and future owners and occupants of any lot therein and to foster the health, welfare and safety of all who own or reside within the subdivision;

**WHEREAS**, there have been, or may be designated and established on said plat, certain easements and common areas which have been provided for the purpose of constructing, maintaining and operating sanitary sewers, pipes, poles, wires, storm water drainage facilities, paths, parks, recreational areas, and other facilities and public utilities for the benefit of the owner or owners of the building sites shown on said plat;

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises and agreements of the parties thereto, each to the other made, the parties COVENANT and AGREE, collectively and individually for themselves, their successors and assigns, and for and on behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors and assigns, any portion of the land described herein as follows, to-wit:

#### ARTICLE I

##### DESIGNATION AND SELECTION OF TRUSTEES

A. Board of Trustees: Initially, there shall be three (3) subdivision Trustees. The Trustees and their terms of office as of the date of this Indenture stated hereinabove is as follows:

(i) \_\_\_\_\_: term of office expires upon his/her resignation as Trustee or at such time as the developer no

longer owns any lot within the Subdivision at which time a Successor Trustee shall be elected or appointed in compliance with the terms of this Indenture.

(ii) \_\_\_\_\_: term of office expires upon his/her resignation as Trustee or at such time as ninety five percent (95%) of the lots in the subdivision are no longer owned by the developer at which time a Successor Trustee shall be elected or appointed in compliance with the terms of this indenture.

(iii) \_\_\_\_\_: term of office expires upon his/her resignation as Trustee or at such time as fifty percent (50%) of the lots in the subdivision are no longer owned by the developer at which time a Successor Trustee shall be elected or appointed in compliance with the terms of this indenture.

B. Successor Trustees shall be elected at a meeting of the lot owners of fee simple title to the lots in the subdivision. Notice of such election shall be given by the Trustees either by first-class mail or by delivery personally upon such lot owners at least ten (10) days prior to the date of such meeting. Such notice shall specify a time and place of such meeting. Should the Trustees fail to call an election as required herein, such election may be called by any three (3) lot owners. All elected Trustees shall serve for terms of three (3) years.

C. If one or more of the Trustees shall at any time fail or refuse to continue to serve as such because of death, incompetency or for any other reason prior to the expiration of his term, the remaining or surviving Trustees shall appoint a Successor Trustee to serve for the balance of that term.

D. In the event a Successor Trustee is not elected or appointed in compliance with B and/or C above, then a Successor Trustee may be appointed by the City Council of the City of Chesterfield according to the terms of the subdivision regulations of the City of Chesterfield in force at the time of said proposed appointment.

E. All Trustees shall serve without compensation. The Board of Trustees shall designate one of their number to serve as Chairman, one to serve as Secretary and one to serve as Treasurer of the Board of Trustees until the time of the next following said annual meeting.

F. Any lot owner other than the developer who has not paid the last annual assessment authorized under this Indenture or who is in violation of any restriction stated in this Indenture shall not be entitled to vote at the annual meeting. Any business relative to the affairs of the subdivision may be transacted at the annual meeting. The quorum at any meeting shall be the lot owners of not less than \_\_\_ percent of the lots contained in the subdivision and all actions of the lot owners at the annual meeting, unless designated otherwise herein, shall be by a majority of the votes cast by the lot owners attending that annual meeting.

G. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment shall be entitled to one vote for each lot owned, but in no event shall more than one vote be cast with respect to any one lot (Joint owners of a lot to cast their one vote as they determine) provided that any such person or entity who holds such interest merely as security for performance of an obligation shall not be entitled to a vote.

## ARTICLE II

### DUTIES OF TRUSTEES

The Trustees are hereby vested with the following rights, powers and authorities with respect to all of the lots and land in the subdivision:

A. To maintain and exercise such control over the easements, storm water control easements, streets, roads and lanes, entrances, lights, gates, signs, common property, plants and shrubberies for the purpose of improving, maintaining and insuring the proper use thereof, with the right to grant easements for public utilities and other facilities.

B. To comply with any and all laws, ordinances and/or regulations of any governmental body including the City of Chesterfield having jurisdiction of the subdivision.

C. Publicly to dedicate the private streets, parks, playgrounds, common property and easement rights, if any, on any portion or portions thereof whenever the majority of lot owners shall consent thereto in writing and whenever such dedications would be accepted by a proper public agency and/or entity.

D. To negotiate, defend and/or settle on behalf of the subdivision any acquisition or proposed acquisition of the common ground in the subdivision by eminent domain.

E. To abandon any easement or portion thereof by executing and recording a proper and appropriate instrument in the office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when all the Trustees unanimously agree that it is in the best interest of the subdivision that same be abandoned and whenever such abandonment be accepted by the proper public agency and/or entity.

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

G. To clean up and remove rubbish and debris and remove grass and weeds which have grown more than twelve (12) inches in height from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers and repair fences upon any vacant or neglected lot, and the lot owner thereof shall be charged with the reasonable expense so incurred, such expenses to become an assessment in the manner provided herein. The Trustees or agents or employees shall not be deemed guilty of any liability whatsoever for any manner of trespass or for any such injury, abatement, removal or planting.

H. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, barns, fences, detached buildings, outbuildings, swimming pools or tennis courts proposed for construction and erection on any lot of the subdivision, and to consider, approve or reject any and all plans and specifications for any and all proposed additions to such building or alterations in the external appearance of buildings already constructed, or such construction or alterations that may extend into the common areas, it being provided that no building or structure, fence, detached building, outbuilding, swimming pool, tennis court, or other structure may be erected or structurally altered on any of said lots of the subdivision unless there shall be first had the written approval of a majority of the Trustees of the plans and specifications therefor. In approving or rejecting

such plans or specifications, the Board of Trustees shall consider their compliance with applicable laws and with the terms and provisions of this Indenture, together with the consistency and suitability of same in light of existing structures in the subdivision and the impact of same upon the lots in the subdivision, the value thereof and the health, welfare and safety of the owners and occupants thereof.

I. To require a reasonable deposit, bond or escrow agreement (in form satisfactory to the Trustees) in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court, or other structure on any lot in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to development improvements caused by or resulting therefrom shall be repaired. Said deposit or bond in the case of construction or structural alteration of the main building on any lot shall be in such reasonable amount as shall be fixed by the Trustees. In the event the lot owner fails to remove all debris or repair all damages as aforesaid, said deposit or bond may at the option of the Trustees be applied to the costs of doing same and any such costs not paid by said deposit or bond shall constitute an additional assessment as provided herein and thereby a lien upon the land of said lot owner, to be enforced in the same manner as other assessments and liens are enforced under the terms of this Indenture.

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

K. The Trustees may receive, borrow, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any purchase, gift, grant, conveyance or a donation of money and/or real and/or personal property.

L. The Trustees are hereby authorized, empowered, and granted the right to make assessments upon and against the lots and lot owners in the subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this Indenture:

(i) To make uniform assessments (except as herein provided) not to exceed One Hundred Dollars (\$100.00) per lot per year for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain the roads, common property, utilities, parking spaces, trees and shrubberies, and to maintain in good condition the common areas and/or otherwise properly protect the health, safety and general welfare of the property owners. Notwithstanding anything to the contrary, the Developer (or its designated successor) shall not be liable for assessments for any lots or properties in its name unless a dwelling house is built thereon and is actually occupied as a residence.

(ii) To make an additional assessment (except as herein provided) not to exceed Twenty-five Dollars (\$25) per lot per year for the purpose of maintaining the storm water control easement(s) as long as said easement is part of the subdivision.

(iii) If the annual assessment or the additional assessment is not sufficient for the Trustees to perform the duties described in subparagraphs (i) and (ii) set forth immediately above, the Trustees may levy upon each lot an additional sum per

year which may be reasonably necessary in order for them to perform the duties imposed upon them in said subparagraphs (i) and (ii) set forth immediately above. The limit of One Hundred Dollars (\$100.00) per lot per year for general purposes as described in said paragraphs (i) and (ii) hereinabove, shall not apply to any assessment made under the provisions of this subparagraph (iii).

(iv) All assessments as described hereinabove, either general or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title of a lot and deposited in the United States Mail with postage prepaid.

(b) An assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid, and if an attorney is employed for the purpose of collecting such assessment, the lot owner shall pay a reasonable attorney's fee and court costs, and such assessment, interest, attorney's fee and court costs shall be the personal obligation of the owner of the lot and shall automatically constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the adoption of the assessment, the Board of Trustees may, in addition, (but need not) execute and acknowledge an instrument reciting the levy of the assessment and amounts due hereunder with respect to any one or more lots and cause the same to be recorded in the Recorder of Deeds Office in St. Louis County, Missouri and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the lot affected) a release of such assessment with respect to any lot affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments.

(c) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri or for enforcing or foreclosing deeds of trust now existing or which may hereafter exist are hereby referred to and made a part of this instrument and the Trustees shall have the right to employ any procedures described therein to effectuate collection of any assessments hereunder as well as bring a court action in law or equity.

M. The Trustees shall deposit the funds coming into their possession as Trustees, in a state or national bank, protected by the Federal Deposit Insurance Corporation, or in a state or federal savings and loan association protected by the Federal Savings and Loan Insurance Corporation, at the best rate of interest obtainable. Such depository account shall require a majority of the Trustees' signatures for any withdrawal therefrom in excess of Three Hundred Dollars (\$300.00).

N. All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed by a majority of said Trustees unless otherwise provided herein. The minutes shall be recorded of all meetings of the Trustees. The Trustees shall cause the recording of minutes of all meetings of the lot owners held pursuant to the terms herein.

O. The Board of Trustees shall have full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Board of Trustees to:

(i) Make all contracts and incur liabilities necessary, related or incidental to exercise of the Trustees' powers and duties herein;

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description;

(iii) To borrow money, encumber and hypothecate same, make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance.

P. The Board of Trustees shall have the full and unqualified right to make rules and regulations concerning the use, care, and improvements of common property. Said rules and regulations shall be in writing and a copy shall be delivered to each lot owner and shall include but not be limited to the rules and regulations for the use and care of the facilities contained thereon.

Q. The Developer (or the lot owners after 100% of the lots are sold by the Developer) shall have the right to incorporate a not-for-profit corporation to perform the duties and assume the obligations of the Trustees hereunder, the board members of which shall be three (3) in number, which members shall govern the affairs of said corporation and be elected in the same manner relating to Trustees provided herein.

### ARTICLE III

#### RESTRICTIONS OF USE OF LOTS

All lots and owners of lots in the subdivision, their grantees, successors, lessees, heirs and assigns, shall be subject to the following restrictions on the use of lots in the subdivision:

A. No lot shall be used for any purpose other than residential purposes, no lot may be resubdivided without the written permission of the Board of Trustees.

B. Mobile homes, modular homes, house trailers or other readily movable structures are not to be used as residences nor are they to be stored in the subdivision. Recreational type trailers may be stored (not to exceed one (1) per owner of any given tract of land) provided same is stored to rear of residence.

C. No residence shall be constructed closer than twenty-five (25) feet to any existing roadway right of way line or ten (10) feet from side adjacent property line and fifteen (15) feet from rear adjacent property line. Outbuildings, if any, must be to the rear of residence. The Trustees may grant a variance to any set back requirement contained herein if they deem it in the best interest of the subdivision and provided that the City of Chesterfield also agrees to grant said variance.

D. No residence other than a permanent building for residential purposes having a minimum square footage of two thousand five hundred (2,500) square feet of heated living room space, exclusive of basement, garage, attic space and porches shall be constructed on any lot. Each residence shall have a solid continuous foundation of masonry construction. The exterior of any structure shall be of new material, except that used brick or stone may be used. Temporary living quarters shall not, at any time, be set up in a basement or in any building other than the residence. Each residence shall have a liveable heated area (exclusive of basement, garage, attic space and porches) as follows:

(i) for a single story, minimum of \_\_\_\_\_  
(\_\_\_\_\_) square feet;

(ii) for a story and one-half or a two story, minimum of

\_\_\_\_\_ (\_\_\_\_\_) square feet on the first floor (main level) and minimum of \_\_\_\_\_ (\_\_\_\_\_) square feet on the second floor.

E. No residence, swimming pool, fence, building, structures or facilities incidental thereto shall be built and constructed on any lot without the prior written approval of the Subdivision Trustees. In the event the Trustees fail to approve or disapprove such within thirty (30) days after plans and specifications have been submitted to them, and if no suit has been commenced to enjoin such prior to the completion thereof, said plans and specifications shall be deemed to have been approved by the Trustees. All construction (including final landscaping) except by the developer shall be completed within six (6) months of the commencement of construction. If such construction is not completed within such time, the developer may at its option enter onto the property and complete said construction as per the approved plans and specifications and the cost thereof shall be the personal obligation and liability of the owner(s) of said property and shall constitute an additional assessment under Article II hereof and thereby a lien upon the property to be enforced under the terms of said Article II.

F. No tents, basements or other temporary structure shall be used as a dwelling, either temporarily or permanently.

G. No outdoor toilets shall be placed or erected on any lot other than during construction of a residence for the temporary use by the construction crew.

H. No fences shall be erected on any lot without the prior written approval of the Trustees. All fences shall be made of wood or stone and kept in good repair.

I. Garbage, rubbish, bottles, cars or discarded material of any nature or other deleterious substances shall not be allowed to accumulate nor be dumped in the subdivision, and automobiles or other machines no longer in service shall be removed from the property. Grass, weeds and brush shall not be allowed to grow to a height greater than twelve (12) inches.

J. The lots shall not be used for any purpose contrary to the laws of the State of Missouri; nor shall they be used in any manner which shall create a nuisance.

K. The discharge of firearms within the Subdivision is prohibited.

L. No animals or fowl of any kind including, but not limited to, pigs, goats, chickens, sheep, turkeys, rabbits, peacocks, pheasants or other wildlife may be kept and maintained in or on any part of any lot except that dogs, cats and other domesticated household pets not exceeding a total of \_\_\_\_\_ in number shall be permitted on any one lot (except that fish contained in an aquarium may exceed \_\_\_\_\_ in total). No kennels or breeding facilities shall be allowed.

M. No trash, rubbish or garbage receptacle or can shall be placed on the premises outside of a building and be visible from the road except upon the days of the week or month upon which regularly scheduled collections of same are to take place.

N. No unlicensed or inoperative motor vehicle shall be kept on any lot. All boats, motor homes, campers, commercial vehicles, house trailers, boat trailers, and trailers of every other description, farm machinery, tools or equipment, must be housed and/or screened from view of the road and other dwellings in the subdivision by foliage and/or plantings approved by the Board of Trustees. This paragraph O shall not apply to the Developer.

O. No sign, advertisement or billboard may be erected or maintained on any lot, except not more than one (1) sign per lot, not exceeding six (6) square feet in size, advertising the property on which same is located for sale or lease. This provision shall not apply to the developer.

P. Unless specifically set forth herein, no residence, accessory building or any portion of any lot shall be used as a boarding house, rooming house or tavern, nor shall any residence, accessory building or any building site be used or devoted to any manufacturing, industrial or commercial activity whatsoever (except structures built as multi-family residences) unless the lot owners of 75 percent of the lots in the subdivision agree in writing to the proposed use, nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgment of the Trustees, to the owners or inhabitants of residences in the subdivision.

Q. No grading, paving, change of terrain, wall, ditch, conduit or other structure or device which would or might have the effect of changing or altering the flow of storm water onto or off of a lot to be constructed, erected, performed, dug or installed unless prior written permission therefor shall be had from the Board of Trustees.

R. All owners shall keep their lots and the improvements thereon in good order and repair. If, in the opinion of the Board of Trustees, any owner fails to so maintain and continues to fail to do so after fifteen (15) days from the receipt of written notice from the Board of Trustees, the Board of Trustees and/or their agents or employees may enter upon that property to correct the condition, the cost thereof to be the personal obligation and liability of the owner of such lot and shall constitute an additional assessment as provided herein and thereby a lien upon the property, enforced in the same manner as other assessments and liens are enforced under the terms hereof.

S. No lumber, metals or bulk materials shall be kept, stored or allowed to accumulate on any lot, except for building materials required during the course of construction of any approved structure.

#### ARTICLE IV

#### COMMON PROPERTY

The roads, sewage treatment systems and plant sites, parks and any other areas designated by the Developer as a common area for use of lot owners shall be common property for the use of all lot owners in the subdivision, their families and guests. Rules and regulations for the use of such common property shall be provided by the Developer or Board of Trustees under the terms hereof. The Developer and Trustees shall have no liability for injuries or damages which occur in or about the common property or in or about other portions of the subdivision.

#### ARTICLE V

#### ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of a lot or portion thereof, his heirs, executors, administrators, grantees, successors or assigns, or any one of them hereinafter owning any lot in the subdivision or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provision to be kept and be performed by him, it shall be lawful for any person or persons owning any lot in



the subdivision embraced in said covenant, or for the Board of Trustees in behalf of or for the benefit of themselves or any of said lot owners or for any agent or agents by the lot owners aforesaid, or for the Developer, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent or require it, him, or them from doing so or to recover damages or other dues for such infringement or omission. In this event, such person, persons and/or the Board of Trustees shall be entitled to the cost of court, including reasonable attorney's fees, in addition to any damages or remedies found by such court, should it be determined by such court that a violation, infringement or omission had occurred. The Board of Trustees shall not be responsible in damages should they fail to properly enforce any of the covenants and restrictions herein. It is, and is hereby declared to be, the intention that each of the covenants and restrictions herein contained shall attach to and remain with each lot in the subdivision, shall run with the land and to and with all titles, interest and estates in same, and be binding upon every owner or owners, lessees, or occupants, of any lot in the subdivision as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of in concerning such lots or any part thereof. The restrictions herein contained and the provisions of this Indenture are to be construed independently, and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions herein shall not be thereby impaired and affected.

#### ARTICLE VI

#### DURATION, AMENDMENTS, MODIFICATIONS

All of the provisions and restrictions contained herein shall run with the land and continue and remain in full force and effect and bind the present and future owners of said land for a period of thirty (30) years from the date this Indenture is recorded and shall, as then enforced, be continued automatically, without further notice, for successive periods of ten (10) years unless amended by the Developer or unless a written agreement to alter, amend, change, modify, cancel or add to any or all of the provisions of this Indenture is executed and acknowledged by the then record owners of three-fourths (3/4) of the total lots in this subdivision and is placed on file in the office of the recorder of deeds of St. Louis County, Missouri. Notwithstanding anything contained in the preceding sentence to the contrary and subject to the exclusive rights of Developer set forth below, at any time and prior to the expiration of the original or any extended term hereof, any of the terms and provisions of this Indenture may be altered, amended, changed, modified, canceled, or added to by written agreement signed by not less than the then record owners of three-fourths (3/4) of the total lots in this subdivision and none of whom being at the time in arrears with the duly levied assessments against any lots owned by the signers thereof. Any such written and signed alteration, amendment, change, cancellation or addition shall become a part of the provisions and restrictions of this Indenture if approved in writing by the Developer and filed in the office of the recorder of deeds of St. Louis County, Missouri. Notwithstanding anything contained herein to the contrary, Hufton Construction Co., the Developer, or its designated successor in interest shall have the sole, exclusive and absolute right, power and authority to alter, amend, change, modify, cancel or add to this Indenture in any manner by instrument in writing executed by it and duly recorded as long as it owns any lot in the Subdivision (including the right to add additional lands to be subject to this Indenture) provided, however, that the developer first obtain the approval of the Director of Planning of the City of Chesterfield. Any such alteration, amendment, change, modification, cancellation or addition shall not become effective

until duly executed and recorded in the office of the recorder of deeds in St. Louis County, Missouri.

IN WITNESS WHEREOF, First Party and Trustees have hereunto executed this Indenture the day and year first above written and the Trustees by affixing their signatures hereto signify their acceptance of the trusts herein.

HUFTON CONSTRUCTION CO.

By: \_\_\_\_\_  
Douglas Hufton  
President

ACCEPTED:

BOARD OF TRUSTEES

By: \_\_\_\_\_  
"Trustee"

By: \_\_\_\_\_  
"Trustee"

By: \_\_\_\_\_  
"Trustee"

STATE OF MISSOURI        )  
                                  )    SS:  
COUNTY OF \_\_\_\_\_  )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared Douglas Hufton, to me personally known, who, being by me duly sworn, did say that he is the President of Hufton Construction Co., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate 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 he acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

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STATE OF MISSOURI        )  
                                  )    SS:  
COUNTY OF FRANKLIN    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I, have hereunto set my hand and affixed my official seal, in the County and State aforesaid, the day and

year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

GENERAL WARRANTY DEED

THIS DEED made and entered into this 18th day of November, 1991, by and between Hufton Construction Co, a corporation, organized and existing under the laws of the State of Missouri, with its principal office in the County of St. Louis, State of Missouri ("Party of the First Part") and the Trustees of the Ladue Glen Subdivision, of the County of St. Louis, State of Missouri ("Party or Parties of the Second Part"), as trustees.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by said Party or Parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party or Parties of the Second Part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

The common area as marked on the record plat of Ladue Glen Subdivision according to the plat thereof recorded on the \_\_\_ day of \_\_\_\_\_, 1991, as Daily No. \_\_\_\_\_ of the St. Louis County Recorders Office.

TO HAVE AND TO HOLD in trust, the same, together with all rights and appurtenances to the same belonging, unto the said Party or Parties of the Second Part, in trust, and to their successors in trust pursuant to the provisions of the trust indenture filed and recorded herewith.

To said Party of the First Part hereby covenanting that it and its successors, shall and will WARRANT AND DEFEND the title to the premises unto the said Party or Parties of the Second Part, and to their successors in trust forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year \_\_\_\_\_ and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed.

SEAL

HUFTON CONSTRUCTION CO.  
BY: *Douglas Hufton*  
Douglas Hufton, President

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

On this 13th day of November A.D., 1991, before me appeared Douglas Hufton to me personally known, who being by me duly sworn, did say that he is the President of Hufton Construction Co. a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Douglas Hufton acknowledged said instrument to be the free act and deed of said corporation.

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

A. KIMETTE MAPLE, NOTARY PUBLIC  
ST. LOUIS COUNTY, STATE OF MISSOURI  
MY COMMISSION EXPIRES 8/31/92

My term expires: \_\_\_\_\_

*A. Kimette Maple*

\_\_\_\_\_  
NOTARY PUBLIC