
TRUST AGREEMENT

“AMES -PLACE”

Ames Realty Company

TO

**GEORGE F. BERGFELD, ELMORE CAVE and
HENRY SEMPLE AMES, Trustees.**

**MISSISSIPPI VALLEY TRUST COMPANY
4th and Pine Streets, Agent.**

Indenture, Made and entered into this seventh day of October, A, D. 1914, by and between AMES REALTY COMPANY, a corporation created under and by virtue of the laws of Missouri, (hereinafter sometimes called "Realty Company,") party of the first part, and GEORGE F. BERGFELD, ELMORE CAVE and HENRY SEMPLE AMES, all of the City or County of St. Louis in said State, parties of the second part, (sometimes hereinafter called "Trustees,") WITNESSETH:

WHEREAS, The Realty Company owns certain land situated in the County of St. Louis in said State, and has caused a portion thereof to be laid out as a subdivision under the name of "AMES PLACE," and a plat thereof to be made and recorded in the office of the Recorder of Deeds for said County, Plat Book 11, Page 13: and

WHEREAS, The boulevards, avenues, streets, drives, walks and alleys delineated on said plat are for the exclusive use and benefit of the owners of lots in said subdivision, and their heirs and assigns, subject to such rights, privileges, exceptions, reservations and restrictions as may be expressed or referred to herein or in deeds from said Realty Company to purchasers from it of said lots; and

WHEREAS, Said lots as shown on said plat are all intended as sites for residences only, excepting lots 20 and 21, both inclusive, in block 1; lots 13 to 24, both inclusive, in block 5, and lots 4 and 5, in block 6, (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.

The lots intended as sites for residences only are hereinafter usually designated as "residence lots," and certain provisions of this Indenture are made applicable to such residence lots alone. All of the lots shown on said plat, including said excepted lots, are hereinafter designated as "lot" or "lots," and the provisions of this Indenture are made applicable to such lots collectively, unless expressly made applicable to residence lots alone or to excepted lots alone; and

WHEREAS, Pursuant to its general plan to make of said subdivision a desirable residence section, said Realty Company desires to make provisions whereby said boulevards, avenues, streets, drives, walks, and alleys shall be properly and consistently improved, maintained, protected, preserved, and managed, and to properly restrict said lots to uses consistent with said general plan;

Now, THEREFORE:

CLAUSE A: In consideration of the premises and of the sum of One Dollar to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, and the agreement and consent of the parties of the second part to act, as Trustees hereunder, the said Realty Company has created and granted, and does hereby create and grant rights and easements in, over and upon those portions of said land designated and delineated upon said plat as boulevards, avenues, streets, drives, walks and alleys, respectively, and in and with respect to wires and supports or conduits to telegraphs and telephones, pipes, sewers or conduits or other means for conducting sewerage, water, gas, electricity, steam and hot water and other useful agencies or any of them that may be laid, build or established by the Realty Company or the Trustees, or under authority of the Realty Company or of the Trustees, as hereinafter permitted

and provided for:-the object, duration, nature and extent of which said rights and easements are as follows, to-wit:

To provide for and secure forever to each of the lots in said subdivision, and to the owner or owners of anyone or more of them, the right, benefit and advantage of:

(1) Having ingress and egress from and to, over, along and across the said boulevards, avenues, streets, drives, walks and alleys, and each and everyone of them, and of frequenting, using and enjoying the said boulevards, avenues, streets, drives, walks and alleys; also of using said boulevards, avenues, streets, drives, walks and alleys for street purposes of every kind for which private avenues in desirable residence sections are usually used; and likewise of using said alleys for alley purposes.

(2) Having the right, benefit and advantage (subject to general rules and regulations established, modified, enacted, re-enacted and promulgated by the parties of the second part and their successors, and to established charges therefor,) of connecting with and using the said wires and supports or conduits for telegraphs and telephones, and pipes or conduits or other means for conducting sewerage, water, gas, electricity, steam, hot water and other useful agencies or any of them.

And for the same considerations has granted and created, and hereby grants and creates, for the benefit of said Place and the lots and owners of lots therein, the right and easement to lay, maintain and repair, or permit to be laid, maintained or repaired, underground conduits and wires for conveying electricity for lighting purposes along the rear two feet of lots Six to Twelve inclusive in Block Six, and of lots One to Fifteen inclusive in Block Eleven; and to erect or permit to be erected and maintained along said two-foot strip not more than one overhead lighting standard in every hundred feet; said rights to be exercised by, or- under the permit of, the Realty Company, the Trustees or the Agent or Agents hereinafter provided for.

CLAUSE B: And the said rights and easements are hereby made and declared to be easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of the said lots, 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.

And the said Realty Company, for itself; 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 and assigns, anyone of the said lots, hereby covenants and agrees that said rights and easements and each and every one of them are annexed to and are to remain annexed to each of said lots, and pass as appurtenances thereto,

PROVIDED. ALWAYS. HOWEVER, and it is hereby agreed and understood as follows, to-wit:

(1) That said easements and all the rights and powers hereby granted, in so far as they affect what is designated as the southern half of Kingsbury Boulevard in the Kingsbury partition deed, recorded in Book 834, page 12, of the office of the Recorder of Deeds for the City of

St. Louis, are created and granted subject to whatever rights or easements were by said deed created with respect to said portion and are still extant.

(2) That said rights, easements and powers hereby granted are created and granted subject to (a) the right heretofore granted on or about the 20th day of February, A.D. 1912, by the said Realty Company to the City of University City, for a public joint district sewer through the southern portion of said subdivision; (b) the rights heretofore granted, on or about the 8th day of December, A.D. 1909, by the said Realty Company to the University Heights Realty and Development Company for sewers in Kingsbury Boulevard and Trinity Avenue; and (c) subject to any rights, granted or to be granted by said Realty Company, before the completion of the improvement of said subdivision, to any company, companies, corporation or corporations, municipality or municipalities, for the furnishing of telegraph and telephone service, sewerage disposal, water, gas, electricity, steam and hot water and any other useful agencies, or any of them, to the owners of lots in said subdivision - the Realty Company expressly reserving until such time the privilege of granting such rights.

(3) That said rights and easements and each of them are created 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 said 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, and after thirty years from the date hereof and in the event that Agents are chosen or appointed as provided in Clause D hereof, none of such things shall be done save and except by the Agent or Agents provided for in said Clause D, or with their written permission.

CLAUSE C: And for the same consideration and purposes, the Realty Company, for itself; its successors and assigns, hereby gives, grants and conveys unto and confers upon the parties of the second part, as joint tenants and not as tenants in common, and unto the successor or successors of them, or either of them, for and during the period of thirty years from the date hereof; but no longer, the following rights, authorities, powers, interests and duties:

(1) To construct, reconstruct, maintain and repair driveways, paving, sidewalks, crosswalks, gutters and curbing, or any of them, in and upon the aforesaid boulevards, avenues, streets, drives, walks and alleys, public or private, or any of them; and to appropriately improve, beautify and maintain the same; and to plant, grow and preserve turf, trees and shrubbery in any appropriate spaces in or upon said boulevards, avenues, streets, drives, walks and alleys, or any of them; and to construct, lay, continue, maintain, reconstruct and repair proper and sufficient sewers, gas and water pipes, and other pipes and conduits and connections therewith, or any of them, in said boulevards, avenues, streets, drives, walks and alleys, public or private, or any of them; and to lay, maintain and repair underground conduits and wires, and erect and maintain overhead lighting standards in the manner, for the purposes, and along the two-foot strip mentioned in Clause A. Provided, that no alley shall be constructed or reconstructed without the

written consent of those owning the majority of frontage of the lots fronting such alley, or portion thereof, to be so constructed or reconstructed.

And all said rights and powers shall apply to and be exercised upon or with respect to such like improvements and conveniences; or any of them, as may be or shall have been made by said Realty Company.

(2) Also to grant to such persons or persons, corporation or corporations, and for such time as they, the said Trustees or their successors, may determine to be best, the right to enter upon said boulevards, avenues, streets, drives, walks and alleys, or any of them, and erect and maintain either above or underground suitable supports or conduits for telephone and telegraph wires, either or any of them, and operate the same, and also to construct and maintain therein suitable pipes or conduits or other means to conduct sewerage, water, gas, electricity, 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, located in said subdivision; and also to grant to such person or persons, corporation or corporations, and for such time as they, the said Trustees or their successors, may determine to be best, the right to enter upon and to lay, maintain and repair underground conduits and wires, and erect and maintain overhead lighting standards in the manner, for the purposes and along the two-foot strip mentioned in Clause A.

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

(4) Also to make provisions with the City of University City, or the City of St. Louis, or any Water Company but subject to any rights or easements heretofore granted by the party of the first part, 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 or washing of said boulevards, avenues, streets, drives, walks, alleys, curbing or guttering, or any of them, or the watering of grass and shrubbery thereon, and for any other use thereon by said Trustees deemed necessary or proper; and also for use in flushing sewers in said subdivision; and for any other uses in said subdivision which said Trustees may from time to time deem necessary and proper; and to enter into any contract or contracts with respect to such water and the furnishing thereof; and the payment therefor, as to the said Trustees may seem proper; provided, that no contract for the furnishing of water shall be entered into which shall fix or permit the fixing of rates therefor at a price or rate in excess of those usually charged from time to time in the immediate district or vicinity.

(5) Also to convey and grant to others, outside of said subdivision, the right to use the private boulevards, avenues, streets, drives, walks and alleys, and the private sewers, water and gas pipes, and other pipes or conduits, or any of them which may at any time or from time to time be in the aforesaid boulevards, avenues, streets, drives, walks and alleys, public or private, the terms of and compensation for such use or uses to be agreed upon by said Trustees or their successors, or determined as provided by law or ordinance. The compensation received for such use or uses shall be held and expended, as necessary, by the Trustees or their successors for the maintenance, repair, lighting, cleaning, policing, sprinkling, improving and beautifying of such boulevards, avenues, streets, drives, walks and alleys, within the said subdivision, as in their judgment may be required:

Provided, that any such right or use shall be in common with the right of those in the subdivision and shall not be conveyed or granted as to any sewer, water or gas pipe, or pipe or conduit, unless the capacity of the sewer or pipe or conduit to be affected shall be ample to accommodate and rightful use thereof by those in said subdivision and such additional use.

(6) Also to be cut, remove and carry away from all vacant lots in said subdivision, and properly dispose of all weeds and unsightly grass and other growths, as well as rubbish, filth and accumulations of debris and other things tending to create unsightliness or untidiness.

(7) Also to convey to any public authority any sewers, sewer pipe or water pipe, or other pipe or conduit which may theretofore have been constructed or laid by the Realty Company, and to receive any money consideration therefor. But said money consideration shall be paid by said parties of the second part, or their successors or assigns, to said Realty Company, for its own use and benefit; and the Realty Company hereby reserves unto itself; its successors and assigns, the right to receive and retain for its own use and benefit said money consideration.

Provided, that if by reason of any public authority acquiring any of said sewers or pipe or conduit, any lot in said subdivision shall be charged to pay therefor, thereupon, to the extent of said charge, the owner or owners of said lot or lots shall be entitled to receive from said Trustees, or their successors, such proportion of any such amount which said Trustees shall have received by reason of conveying said sewer or conduit or pipe as the amount assessed against said lot or lots bears to the total charge made against private property by public authority on account of acquiring such sewer pipe or conduits, and in such case the Trustees shall pay only the balance of the balance of the amount so received to the Realty Company.

(8) Also to prevent any infringement, and compel the performance of any covenants or covenant in this Indenture contained; to prescribe and enforce reasonable rules and regulations with respect to the use of said boulevards, avenues, streets, drives, walks and alleys, sewers, sewer pipe, water, gas or other pipe and conveniences, or any of them.

(9) Also the right is hereby expressly granted to said Trustees to prohibit heavy hauling, over, upon or along said boulevards, avenues, streets or drives, or any of them; also the right to prohibit the obstruction of said boulevards, avenues, streets, drives, walks or alleys, or

any of them, by storing of lumber, brick, or other building material thereon: or of using same or any part thereof of the mixing of lime, concrete, cement or other building materials; and said Trustees may require that all such building materials be stored and all such mixing be done upon the lots in said subdivision.

(10) Also to dedicate to public use the boulevards, avenues, streets, drives, walks and alleys, or any of them, or any part of them, in said subdivision.

Provided, that such power to dedicate a boulevard, avenue, street, drive, walk or alley, or any part thereof; to public use, shall not be exercised unless a request therefor be made in writing by the owners of a majority in frontage or abutment of the lots fronting or abutting on such boulevard, avenue, street, drive, walk or alley that is desired to be dedicated.

Provided, further, that should either the alley in the rear of block 1, or the drive south of blocks 1,5,6 and 11, known as University Drive, be hereafter dedicated to public use, no part of the cost of constructing, reconstructing, maintaining or repairing of such alley or drive shall ever be assessed or charged against the United Railways Company of St. Louis, its successors or assigns, but such cost shall be a charge against the lots benefited in said blocks. This provision cannot be hereafter amended or repealed by the lot owners or Trustees.

(11) Also to enter upon said boulevards, avenues, streets, drives, walks and alleys, public or private, for the purpose of doing said things, or any of them.

(12) Also in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, to from time to time employ agents, servants and labor as they deem necessary and employ counsel and institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them, or either of them, in their character of Trustees.

(13) And it shall be the duty of the said parties of the second part, when in their discretion it may seem necessary or proper, to avail of and exercise the rights and powers and any of them granted to or bestowed upon them by this Indenture.

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 time being in their hands as the result of assessments made against lot owners as hereafter provided.

(14) And in order to provide the means necessary to make the payments, perform the duties and avail of and exercise the rights and powers aforesaid, and secure the various ends contemplated and intended to be effected by means of the provisions of the Indenture, the said 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 anyone year for said general purposes shall not exceed a sum equal to Seven dollars (\$7.00) for each foot of the

aggregate frontage of all the lots in said subdivision, as shown by the recorded plat of said subdivision.

°Amended from One Dollar (\$1.00) to One Dollar and a quarter (\$1.25) by Extension and Amendment filed for record with St. Louis County Recorder of Deeds October 1, 1974. Further amended to Two and One Half Dollars (\$2.50) by Extension and Amendment filed for record with St. Louis County Recorder of Deeds October 5, 1984. Further amended to Four and One Half Dollars (\$4.50) by Extension and Amendment filed for record with St. Louis County Recorder of Deeds October 5, 1994. Further amended to Seven Dollars (\$7.00) by Extension and Amendment filed for record with St. Louis County Recorder of Deeds October ___, 2004.

The total annual amount so required for general purposes shall be determined or estimated from year to year by said Trustees, and may be made payable in advance and 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 said annual amount, (in the installment or installments as called 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 said subdivision.

Whenever the word “frontage” is used in this Indenture it shall apply to the frontage as shown on the recorded plat, as follows:

On lots in block 1, the frontage on Melville Avenue;

On lots in the north halves of blocks 2, 8 and 9, the frontage on Kingsbury Boulevard;

On lots in the south halves of blocks 2, 8 and 9, and in the north halves of blocks 3, 7 and 10, the frontage on Waterman Avenue;

On lots in the south halves of blocks 3, 7 and 10, on lots in block 4, on lots 1 to 3, both inclusive, and 6 to 12, both inclusive, in block 6, and on all lots in block 11, the frontage on Berlin Avenue (now Pershing Avenue);

On lots in block 5, the frontage on University Drive.

On lots 4 and 5, in block 6, the frontage on Adelaide Avenue (now Kingsland Avenue).

(15) Provided, however, and it is expressly agreed hereby, that the cost of constructing and reconstructing any boulevard or boulevards, avenue or avenues, street or streets, drive or drives, walk or walks, alley or alleys, in said subdivision, including the cost of grading, regrading, preparing roadway for all superstructures, placing foundations and roadway and paving of such boulevard or boulevards, avenue or avenues, street or streets, drive or drives, walk or walks, alley or alleys, and the cost of constructing and reconstructing the sidewalks, crosswalks, curbing and guttering may be included in the annual amount for general purposes aforesaid; but whenever said Trustees (“the Agents”) shall decide upon any such improvement, they shall estimate, or cause to be estimated, the total cost thereof; and such cost may be apportioned by the Agents against the owners of the property benefited in the same manner as the cost of like improvements are now, or may then be, apportioned by law in the City of St. Louis; and for the purpose of determining the limits to be included in any such apportionment or assessment, the private boulevards, avenues, streets, drives, walks and alleys in said subdivision shall be treated the same way as if they were public boulevards, avenues, streets,

drives, walks and 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 Agents, on account of such lot, such proportion of said total costs as may be so apportioned against him or them. Provided, further, that where a boulevard, avenue, street, drive, walk or alley constitutes the boundary of the subdivision, the cost of construction and reconstruction as aforesaid shall be levied and apportioned according to frontage or abutment against the lots fronting abutting upon such boulevard, avenue, street, drive, walk or alley, or the portion thereof to be constructed or reconstructed as aforesaid.

(16) A written or printed notice, signed by a majority of said Trustees, or having their names written or printed thereon with their authority, stating the annual amount of money required for general purposes hereinbefore recited, or of any installment or installments thereof; or of the sums hereinfere required for special purposes (other than said general purposes), and the date or dates when payment thereof must be made, shall be served, not less than ten days before any payment under said notice shall be required to be made, upon each of said owners, either by delivering such notice to him personally, or to his agent, or to any person over the age of fifteen years found upon their respective lots, or by mailing same to his usual post office address, or by posting the same upon any conspicuous place upon such lots. Service in anyone 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 and lien upon his lot or lots, and upon his joint and several interests in any lot or lots; and said lien shall continue in full force until said amounts are fully paid. And in case said annual amount and installments thereof (or any special assessment) is not promptly paid when due, it shall thereafter bear interest at the maximum rate specified by statute in Missouri; 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 owners in default (against whom such action to enforce collection has been taken) and shall be a lien on the lot or lots of such owner or owners. The said Trustees may institute and prosecute any legal proceedings at law or in equity, or both, against the owner or owners of the lot or lots so making default, to compel such payment with interest, cost of suits, and attorneys' fees attending the recovery of the payments in default. Each of said lots, in respect of which any such 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 mortgage on such lot, to the end that out of the proceeds of such sale the said amount so in default be raised and paid, with interest, costs and attorneys' fees; the purchaser or purchasers, however, at any such sale to 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; 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.

(17) Provided, also, and it is hereby expressly agreed, that if the furnishing of water to lot owners is undertaken by the Trustees under contract with any municipality or water company, as the Trustees are hereby authorized to do, the cost of furnishing water to any lot owners in said subdivision as aforesaid shall not be included in the annual amount for general purposes 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 be 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.

(18) Also to prevent and prohibit the entry by others, outside of said subdivision, for purposes of solicitation of any kind, but not to include solicitations by residents of the subdivision which are compatible with the residential character of the neighborhood.

CLAUSE D: Upon, and from and after, the expiration of a period of thirty (30) years from the date hereof; the restrictions and limitations herein provided, in respect of said streets, boulevards, avenues, drives, walks and alleys, and in respect of the lots in said subdivision, shall cease and determine, and said boulevards, avenues, streets, drives, walks and alleys shall be and stand dedicated to public use forever after said thirty years: Provided, however, that it shall be lawful, and power is hereby reserved to the owners from time to time of said lots, or of the major part in front feet of said lots, at all times, to carry out, continue and perpetuate, from time to time, for further periods of not over ten (10) years at anyone time, in respect of said subdivision, the general objects and intents of said trusts and of this Indenture, in manner following, that is to say:

They, or the owners of the majority in front feet of said lots, shall by vote or other agreement adopt such reasonable rules and regulations as they may think proper affecting the said boulevards, avenues, streets, drives, walks and alleys, lots and other objects of easement, and have and avail of and exercise like rights, powers and duties as are hereinbefore granted to or imposed upon the Trustees, including the right and power from time to time to assess and charge and apportion against the lots in said subdivision, and among the owners thereof; sums sufficient for the same purposes as said Trustees might have made while their powers and rights aforesaid remained extant: Provided, that while discretion as to all the matters in this Clause are mentioned to be vested in the owners of all or the major part in front feet of said lots as aforesaid, the actual doing of such things, including the collecting from the lot owners as aforesaid, shall be done by and through such person or persons as shall be chosen or appointed for that purpose by said owners, in his or their own name or names, but with the description of Agent or Agents of Ames Place. And at all meetings of said owners, each of said lots shall entitle the owner or owners to one vote for each full lot owned, which may be cast in person or by proxy. And any such meeting may be called to be held at some convenient place in said City or County of St. Louis, by a written or printed notice given by at least five of such owners, stating the time and place of such meeting and the object thereof; which notice shall be served as above provided with respect to the annual payments from lot owners during the trust hereby created.

CLAUSE E: The said Realty Company, 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, anyone or more of the said lots, or any part of anyone or more of said lots,

hereby covenants with said Trustees and with such person or persons as may be chosen by and act for the owners of said lots as provided and authorized in Clause D of this Indenture, and with the owner and owners of said lots or anyone or more of them or any part of any of them, as follows, to-wit:

(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 said Trustees, and also to every person or persons who may hereafter be chosen by and act for the owners of said lots as provided and authorized in Clause D of this Indenture, for the full and faithful compliance with, all and singular, the provisions, stipulations and conditions herein, and prompt payment of all assessments, liens and costs in this 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 are made applicable to the respective lots.

(2) And as to the said residence lots, it is further covenanted:

That neither said Realty Company, 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 fronting on the north lines of Waterman Avenue and Pershing (Berlin) Avenue, and on the east line of Melville Avenue, more than three (3) feet higher at the building line than the highest point of the sidewalk in front of such lot, or of any lot fronting on the south lines of Kingsbury Boulevard, Waterman Avenue and Pershing (Berlin) Avenue, more than two feet higher at the building line than the highest point of the sidewalk in front of such lot;

said persons agree further

not to erect any residence on any of said residence lots of which the front face of the front wall shall extend beyond or encroach in front of the building line of such lot delineated and designated upon the aforesaid plat; but it is agreed that any open porch, open veranda, open stone platform or open balcony, and eaves of roof and gutters, may extend in front of such building line, but no open porch, or open veranda or open stone platform, or open balcony, or eaves of roofs and gutters, or any part or portion thereof; shall extend more than ten (10) feet in front of said building line;

that no residence on any lot shall front any way except toward the front of said lot;

not to erect in front of said building line any fence, wall or hedge;

not to erect on any side lines or rear line of lots any board fence, except such ornamental board fences as may be approved in writing by the Trustees;

not to erect or permit any sign or notice or obstruction which in the opinion of the Trustees may be objectionable;

not to build more than one single dwelling upon anyone residence lot;

not to erect any outhouse, stable or other subsidiary building, except a private garage built of brick, stone or concrete upon any of the lots in block 11, or upon lots 6 to 12, both inclusive, of block 6, of said subdivision, and said garages shall not be placed nearer than five feet to the North line of University Drive;

not to erect any outhouse, stable, garage, or other subsidiary building (except ash pits of brick or concrete) at any point upon any of the residence lots in said subdivision within eighty-five (85) feet of any of the boulevards, avenues or streets of said subdivision upon which the respective lots may front;

not to erect any building any portion of which, except eaves of roofs and gutters, shall approach nearer than three (3) feet from the side lines of the respective lots;

not to erect on any residence lot any residence less than two and one-half (2 1/2) stories high, or two (2) full stories, with a hip roof;

not to erect any residence on any residence lot unless it be faced all the way around with the same material, unless the plans thereof be approved in writing by the Trustees;

not to erect any residence costing less than Five Thousand Dollars (\$5,000) on any residence lot in said subdivision;

not to erect any residence, garage, outbuildings or subsidiary buildings on any residence lot in said subdivision except the exterior walls thereof be of brick, stone, concrete or cement on hollow block or cement on metal lath;

not to erect any addition to any existing building unless said addition has a suitable foundation and is of durable materials and of a design which the Trustees deem to be compatible with the building to which it is added and to the neighborhood;

not to use or permit any residence or building on any of said residence lots to be used, directly or indirectly, for business of any character other than hometype businesses which are compatible with the residential character of the neighborhood such as, but not limited to, handicrafts, consulting, writing, music lessons or certain businesses which can be operated and/or directed through the use of a personal computer at the residence which otherwise does not violate the provisions and restrictions herein, none of which is to involve signs, excessive noise, excessive traffic, or obstructive parking by nonresidents;

not to erect or permit to be erected on said residence lots, or any of them, any flat or apartment house, or use or permit to be used any house or houses erected on such residence lots as a flat or apartment house, or by more than either one family and one family employee, or two unrelated persons and one family employee; provided that no family employee is to be housed in a dwelling unit, which is defined as one room or set of rooms which is designed for occupancy by an individual or family and which has its own permanently installed cooking and

sanitary facilities. Owners may, from time to time as is necessary, and as approved by the Agents following a written request, allow more than one family employee to reside in a residence for reasons including, but not limited to, long-term medical care;

not to make, or permit to be made any connection with any wires, water pipe, gas pipe, sewer or other pipes or conduits above mentioned or provided 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 said Trustees or by the lot owners acting under the provisions of Clause D;

not to employ or permit to be employed any teams or men, except subject to such rules and regulations as may be established by the said Trustees, or by said owners as aforesaid, for the purpose of preventing waste or litter upon the aforesaid boulevards, avenues, streets, drives, walks and alleys.

(3) And as to the excepted lots hereinbefore described, to wit: Lots 20 and 21 in block 1; lots 13 to 24 in block 5, and lots 4 and 5 in block 6, all inclusive, it is further covenanted:

That there may be erected on said lots residences without restrictions as to cost, location, occupation or design, flat or apartment house, or business or other houses or buildings, but all of the same shall be constructed of brick, stone, concrete, cement over hollow block, or cement on metal lath, not less than two full stories high; but no saloon, public garage, public filling station, livery stable or nuisance of any kind shall be kept or conducted upon any of said lots during the term of the trust created by this indenture, or of any extension thereof as herein provided.

(4) As to all lots in said subdivision, it is covenanted:

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, drives, walks and alleys; and that as far as practicable they will cause the delivery of goods, merchandise and coal in the rear of their lots, where the alleys are paved.

(5) And as to all lots in said subdivision, it is further covenanted:

That neither the said party of the first part nor its successors nor its assigns, shall or will convey, devise, demise or otherwise dispose of anyone of said lots, or any estate or interest therein, at any time hereafter, except as being subject to the covenants hereinbefore in this Clause contained and expressed, in respect of said residence lots or excepted lots, as the case may be, and to the obligations to observe and perform the same, and as subject to- the easements hereinbefore created and defined, and to the rights' and powers hereinbefore granted and conferred.

(6) It is, and is hereby declared to be, the intention of these presents that each of the covenants hereinabove in this Clause E contained shall attach to and run with each of said residence or excepted lots, embraced in such covenants, as the case may be, and to and with all

titles, interests, encumbrances and estates in the same, and shall be binding upon every owner and occupant of such lots or lots as fully as if expressly contained in proper and obligatory covenants or conditions in each contract and conveyance of or concerning such lot or any part of such lot.

(7) And it is further provided, declared and agreed that if said Realty Company, its successors or assigns, or any of them, hereafter owning any of the lots, or parts of any lots, embraced in anyone or more of such covenants, shall infringe or attempt to infringe, or omit to perform, any covenants aforesaid, which is by its provisions to be kept and performed by it, or 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 in behalf and for the benefit or either themselves or said owner or owners, or for any agent or agents chosen by the said lot owners, as aforesaid, or for any or either of them, to prosecute any proceeding at law or in equity against the person or persons infringing, or attempting to infringe, or omitting to perform, such covenant, to prevent it, them or him from doing so, and to recover damages or other dues for such infringement or omission; and it is agreed that in any damages assessed there shall be included all court costs, and attorneys' fees incurred by the plaintiff or plaintiffs in such legal proceedings. But it is hereby declared and provided, while the covenants aforesaid shall be valid and binding and must be observed, kept and performed by every owner and 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 said Realty Company, or against its successors or assigns, unless it or they, while owning or occupying or controlling the lot or part of a lot in question shall have violated or failed to perform the covenant or covenants embracing the lot or part of a lot.

CLAUSE F: That portion of the said subdivision included in the provisions hereof; and hereby subjected to the restrictions herein contained, is bounded as follows: On the north by the north line of Kingsbury Tract, on the east by the right of way of the United Railways Company of St. Louis, as shown on the plat attached to an agreement between the Ames Realty Company and the United Railways Company of St. Louis, recorded in Book 340, at page 505, St. Louis County Recorder's office, on the south by the right of way of the United Railways Company of St. Louis as shown on the plat attached to an agreement between the Ames Realty Company and the United Railways Company of St. Louis, recorded in Book 272, at page 306, St. Louis County Recorder's office, and on the west by Pennsylvania avenue.

CLAUSE G: The Realty Company reserves the right at any time or times, before it has sold all the lots hereinbefore described as excepted lots, to restrict the use of such excepted lots (either all of same or part thereof), that may remain unsold, for residence sites alone and to make them subject to all the provisions of this Indenture applying to residence lots (except that the cost of residences to be erected thereon may be decreased to not less than Three Thousand Dollars (\$3,000)). Such restriction by the Realty Company may be evidenced by a general instrument duly recorded or by restrictions placed in the deeds to purchasers of said lots.

CLAUSE H: At any time after ten (10) years from the date hereof; or with the written consent of the Realty Company, its successors or assigns, at any earlier date, it shall be lawful for said Trustees, or their successors, to alter, amend, change or discontinue any or all of the provisions, restrictions or limitations of this indenture, provided that written consent thereto or therefor is obtained from the owners of two-thirds in front feet of all lots in said subdivision; and

provided, further, that no changes, amendment or discontinuance shall be made during the ten (10) years from and after the date hereof; without the written consent first obtained from the owners of nine-tenths (9/10ths) in front feet of all the lots in said subdivision.

CLAUSE I: 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. 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 thereupon 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, such that the total number of Agents shall be three (3) or five (5), 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, and possess and enjoy, as a joint tenant, but not as a tenant in common, with the remaining Trustee or 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 a period of thirty years from the date hereof. 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 trusteeships 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 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 Realty Company shall retain any unsold lots in said subdivision, said Realty Company reserves to itself and its successors 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 Realty Company, or his successor or successors, shall discontinue to act or be disqualified as aforesaid, then such vacancy, shall be filled from time to time by said Realty Company by written appointment recorded in the Recorder's Office of St. Louis County. Said Henry Semple Ames is hereby designated as the original representative of the Realty Company on said Board.

All trusts created by this indenture, including therein all the rights, powers and privileges granted to and duties imposed upon the said Trustees, shall vest in and inure to the benefit of; and may be fully exercised by, the 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 (the "Agents"). 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, and upon 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.

CLAUSE J: All covenants and agreements herein are expressly declared to be independent, and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title of or as to any part or parcel of the said tract known as "Ames Place." be of any effect to modify, invalidate or annul any grants, covenants or agreements herein, with respect to the remainder of said place, saving always the right of amendment, modification or repeal as herein above 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 theft hands.

All done as of the day and year first in this indenture written.

AMES REALTY COMPANY.

By

Lucy V. SEMPLE AMES.

President

[SEAL OF CORPORATION]

ATTEST:

W. W. STEELE.

Acting Secretary.

GEO. F. BERGFELD.

ELMORE CAVE.

HENRY SEMPLE AMES.

Trustees.

STATE OF MISSOURI)

) SS.

CITY OF ST. LOUIS)

On this 7th day of October, A.D. 1914, before me appeared Lucy V. Semple Ames, to me personally known, who being by me duly sworn, did say that she is the President of the Ames Realty Company, 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 Lucy V. Semple Ames acknowledged the said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal.

My commission expires February 10th, 1915.

JOS. PREVOST,

Notary Public, City of St. Louis, Mo.

[SEAL]

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

On this 7th day of October, A.D. 1914, before me personally appeared George F. Bergfeld, Elmore Cave and Henry Semple Ames, to me known to be the persons described in and who executed the same in their capacity as trustees as their free act and deed,

WITNESS my hand and notarial seal.

My commission expires February 10th, 1915.

JOS. PREVOST,
Notary Public, City of St. Louis, Mo.

[SEAL]

STATE OF MISSOURI)
) SS.
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 7th day of December A.D. 1914, at 10:32 o'clock a.m., and is truly recorded in book 355, page 1.

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

HENRY HEINEMANN.
Recorder.

[SEAL]

This Indenture has been renewed for ten year periods by instruments recorded in St. Louis County as follows:

October 7, 1944 to October 7, 1954 by instrument recorded in Book 1970, Page 307. Filed for record February 29, 1944 at 10:06 o'clock a.m. Gerald J. Donworth, Recorder of Deeds.

October 7, 1954 to October 7, 1964 by instrument recorded in Book 3263, Page 489. Filed for record June 14, 1954 at 8:01 o'clock a.m. Gerald J. Donworth, Recorder of Deeds.

October 7, 1964 to October 7, 1974 by instrument recorded in Book 5483, Page 409. Filed for record September 11, 1964 at 8:10 o'clock a.m. John L. Koob, Recorder of Deeds.

October 7, 1974 to October 7, 1984 by instrument recorded in Book 6756, Page 2369. Filed for record October 1, 1974 at 2:23 o'clock p.m. William E. Fauke, Recorder of Deeds.

October 7, 1984 to October 7, 1994 by instrument recorded in Book 7673, Page 2418. Filed for record October 5, 1984 at 12:20 o'clock p.m. Daniel T. O'Leary Recorder of Deeds.

October 7, 1994 to October 7, 2004 by instrument recorded in Book ____, Page ____.
Filed for record October 5, 1994.

October 7, 2004 to _____ by instrument recorded in Book ____, Page ____.
Filed for record October ____, 2004.