

INDENTURE OF TRUST AND RESTRICTIONS
FOR CAPE TOWN VILLAGE SOUTH SUBDIVISION
JEFFERSON COUNTY, MISSOURI

568-34

PREAMBLE

This indenture, made and entered into this 19th day of November, 1976 by Harry W. Freeman and Jeanne M. Freeman, for their use and benefit and for the use and benefit of the future owners of the property hereinafter described and their respective heirs, and successors and assigns.

AREA OF APPLICATION

Lots 1 thru 198 inclusive and lots 218A, 284, 285 & 355 of Cape Town Village South, a subdivision in the County of Jefferson, State of Missouri, according to the plat thereof recorded in the Office of the Recorder of Deeds of Jefferson County, Missouri.

PROTECTIVE COVENANTS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Trustees as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fences or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in section on Trustees.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 740 square feet for a one-story dwelling.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be

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located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line, No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. A minimum side yard of 4 feet must be maintained. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 40 feet to the minimum building setback line.

6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. **NUISANCES.** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

8. **TEMPORARY STRUCTURES.** No structures of a temporary character, trailer, basement tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. **FENCES.** No fence shall extend beyond the front building line toward the street. In the case of corner lots, no fence shall extend beyond the side building line to the side street.

10. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

13. **MANUFACTURING AND COMMERCIAL ENTERPRISES.** No manufacturing business, store or any other commercial enterprise, or establishment, or any type of for profit or not for profit business shall be maintained or be carried on or

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conducted on said real property or any part thereof.

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DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be Harry W. Freeman, Jeanne M. Freeman and J. Randall Mayer, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time that the Party of the First Part does not own any of the property described in Area of Application or owns any property in any plat of Cape Town Village South Subdivision, at which time a meeting of the then record owners in fee simple title to lots in all plats of Cape Town Village South Subdivision shall be called by notice of meeting signed by at least three (3) lot owners, sent by first class mail to, or personally served upon, all of such record lot owners at least ten (10) days before the date fixed for the meeting, for the purpose of electing new trustees. The notice shall specify the time and place of meeting, which place shall be in Jefferson County, Missouri. At such meeting, the owner of a lot improved with a single-family residence shall have one (1) vote. A majority of all votes in all plats of Cape Town Village South Subdivision shall have the power to elect new trustees, two (2) of whom shall be elected from among the owners of single family residences, each trustee being elected separately. After three (3) have been elected, by lot one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their successors being elected to terms of three (3) years each, with each successor being elected from amount the owners of single family units, Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinable provided and any business relevant or pertinent to the affairs of any plat of Cape Town Village South Subdivision may be transacted at any meeting of lot owners in conformity with this procedure.

Trustees approval or disapproval as required in these covenants shall be in writing. In the event the trustees, their designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

RESERVATION OF EXPENDITURES

Party of the First Part reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums

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previously expended or subsequently provided by them for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, road, streets, recording fees, subdivision fees, consultation fees or fees, charges and expenses incurred with respect to the creation of any subdivision in the tract described.

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in Cape Town Village South Subdivision for the purpose herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. (a) The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed One Hundred Fifty Dollars, (\$150.00) per lot in each calendar year upon and against each lot constructed and sold either by the Party of the First Part or by any other builder. This assessment is for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately, to maintain streets, if required, utilities, entrance gates and trees, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in Cape Town Village South Subdivision.

(b) If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required, to the then owners of residences and dwelling units. If such assessment is approved either at a meeting of the owners of residences and dwelling units called by the Trustees by fifty-five percent (55%) of the total votes, the Trustees shall notify all owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required fifty-five percent (55%) majority, each owner of a single-family residence shall be entitled to one (1) full vote, except that only those who have paid all assessments theretofore made, shall be entitled to vote on any question. The limit of the annual assessments for general purposes as set forth in (1) (a) above, shall not apply to any assessment made under the provision of this paragraph. Notice of such special assessment shall be given in the same manner as notice of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

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2. All assessments shall bear interest at the rate of ten percent (10%) per annum from the date of delinquency and such assessment, together with interest shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of Jefferson County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages, or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessment.

3. The trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings & Loan Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

4. The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

IN WITNESS WHEREOF THE parties hereto have executed these presents the day and year above written.

[Handwritten signatures]

 OWNERS

[Handwritten signature]

 TRUSTEES

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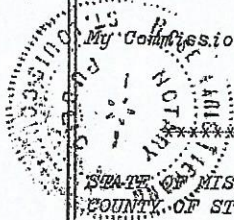
STATE OF MISSOURI) S.S.
COUNTY OF ST. LOUIS)

On this ²⁹ day of November, 1976, before me personally appeared Harry W. Freeman, Jeanne M. Freeman and J. Randall Mayer, to me known to be the persons described in and who executed the foregoing instrument, and acknowledge that they executed the same as their free act and deed as such Trustees.

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

My Commission expires 2-6-77

Rose Marie Tieman
Rose MARIE TIEMAN
NOTARY PUBLIC



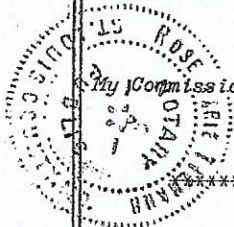
STATE OF MISSOURI) S.S.
COUNTY OF ST. LOUIS)

On this 29 day of November, 1976 before me personally appeared Harry W. Freeman and Jeanne M. Freeman to me known to be the persons described in and who executed the foregoing instrument, and acknowledge 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 first above written.

My Commission expires 2-6-77

Rose Marie Tieman
Rose MARIE TIEMAN
NOTARY PUBLIC



The undersigned being the holders of a Deed of Trust recorded in Book 509 and page 657 of the Jefferson County records, do hereby consent and agree to the herein and above described restrictions.

MARK TWAIN SOUTH COUNTY BANK

BY *Ray E. ...*

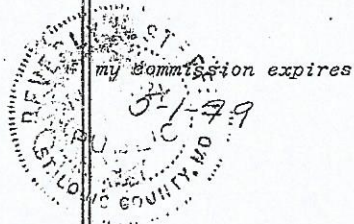


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STATE OF MISSOURI)
) S.S.
COUNTY OF ST. LOUIS)

On this 2nd day of December, 1976, before me appeared
RAY E. COLLIES to me personally known, who, being
by me duly sworn, did say that he is the Vice President of
MARK TWAIN SOUTH COUNTRY BANK a Corporation of the State of Missouri, and
that the seal affixed to the foregoing instrument is the corporate seal of
said corporation, and that said instrument, by authority of its Board of
Directors; and said RAY E COLLIES 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 first above written.



Beverly H. Steffen
NOTARY PUBLIC
Beverly H. Steffen

FILED FOR RECORD
AT 3 O'CLOCK 35 MIN. P.M.
DEC 2 - 1976
RICHARD KING, RECORDER

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