

DECLARATION IN RE:

CONDITIONS AND RESTRICTIONS OF THE SUBDIVISION KNOW AS:

GRAELER PARK, PLAT ONE (et al)

IN THE COUNTY OF ST. LOUIS, MISSOURI

1. WHEREAS, PARK DEVELOPMENT COMPANY, of the County of St. Louis, State of Missouri, is the owner of the following described property:

A subdivision located in St. Louis County, Missouri, being GRAELER PARK, PLAT ONE, as per plat thereof recorded as Daily No. 127, on the 23rd of July, 1957, in the Recorder's Office of St. Louis County.

2. WHEREAS, the undersigned owner of said property has caused a part of said tract of land to be laid out as a subdivision under the name of GRAELER PARK, PLAT ONE, and a plat thereof filed for record July 23, 1957 as Daily No. 127 in the office of the Recorder of Deeds for St. Louis County, State of Missouri.

3. WHEREAS, it is the wish and desire of the undersigned owner of the property and for the benefits that will inure to said owners, there (sic) successors and assigns, and to all other persons who may purchase, hold or own from time to time any of the several lots covered by this instrument to impose the following conditions and restrictions. Such conditions and restrictions, hereby imposed against such real estate hereinbefore described as follows:

PART B: AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants set forth, following applied to all of GRAELER PARK, PLAT ONE.

PART C: RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single-family dwelling.

C-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 architectural control committee 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 fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part G.

C-3. BUILDING LOCATION. No building shall be erected 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 located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side

yard shall be required for a garage or for permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. 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.

C-4 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 45 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

C-5 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.

C-6 NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-7 TEMPORARY STRUCTURES. No structure 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 temporary or permanently.

C-8 SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales.

C-9 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.

C-10 SEWERS. The title to said sanitary sewers are hereby vested in Fee Fee Trunk Sewer, Inc., and in accordance with the following conditions:

(a) An annual assessment shall be made of Twenty-Four Dollars(\$24.00) per year for each single family dwelling and Forty-Eight Dollars (\$48.00) per year for each two (2) family dwelling or multiple dwelling and building connected to compensate Fee Fee Trunk Sewer, Inc. for its services and the cost and expense of maintaining and repairing the sewers. The Fee Fee Trunk Sewer, Inc., shall have the right to increase the above charges in the event of increased costs of operation due to the increased cost of living, said increase to be effected when the Consumers Price Index of the Bureau of Labor Statistics or price index published as a substitute by any government agency shall increase five percent (5%) over that figure reached on January 1, 1957. Fee Fee Trunk Sewer, Inc. shall be entitled to increase its monthly rates five percent (5%) and to further increase its rate in the same portion on any additional rises in the Cost of Living Index.

(b) Fee Fee Trunk Sewer, Inc., is empowered hereby to collect the payments above mentioned directly from the Owners of the property and such Owners are to be directed to make all payments for the annual charge for maintenance, operation and repairs of the sanitary sewage disposal system directly to Fee Fee Trunk Sewer, Inc. All payments provided herein shall be payable in advance and shall be payable annually on or before January 1st of each year. If payment is not made within fifteen (15) days after said

payment shall become due and payable, Fee Fee Trunk Sewer, Inc., may file with the Recorder of Deeds of St. Louis County, Missouri, the name of the party holding legal title to the premises on which the payment is delinquent, the address of said person, the legal description of the property, the amount due at the date of filing; and the delinquent owner shall pay all costs of filing, recording, attorney fees, principal and interest at the rate of eight percent (8%) per annum from the due date to the date of payment and cost of releasing. Upon filing of the above notice of delinquency by Fee Fee Trunk Sewer, Inc., the amount due and costs thereon shall become a first lien upon said property. In addition to a lien being placed upon the property as above set out by reason of non-payment of the charges for sanitary sewer service if payment is overdue for a period of six (6) months or more, said service shall be discontinued until payment has been made to date, including all costs incurred in disconnecting and reconnecting said service.

(c) No roof drainage, garage drainage, downspout, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline or objectionable material shall be placed, drained, emptied into or connected to the sanitary sewer line. The Park Development Company shall have authority to and is directed to eliminate all objectionable materials, roof drainage, garage drainage, downspouts, and all surface or storm drainage, chemicals, chemical solutions, oil, gasoline or other objectionable material from the sanitary sewer line and proposed disposal plant. Violation of this provision shall give Fee Fee Trunk Sewer, Inc., a right to discontinue sanitary sewer service to the offending Party. The right to enter on any lot for the purpose of inspecting for possible violation of this provision and discontinuance of service in case of violation is hereby granted to Fee Fee Trunk Sewer, Inc. No septic tanks or other means of disposing of sanitary sewage, excepting the service operated by Fee Fee Trunk Sewer, Inc., shall be permitted on any property herein. Charges for the sanitary sewer services as above provided shall begin from the date of initial occupancy of a single family residence or unit therein and shall continue to run with the land thereafter.

(d) That before said tract of land is or may be connected for sanitary drainage into the sanitary sewer system owned by Fee Fee Trunk Sewer, Inc., Park Development Company, as owner of said tract of land, its successors, heirs or assigns, will execute an instrument or instruments assented to by the holders of any form of lien which may be or exists against any of the said property connected or to be connected to the sewers owned by Fee Fee Trunk Sewer, Inc., which instrument or instruments delivered to and duly recorded by Fee Fee Trunk Sewer, Inc., in the office of the Recorder of Deeds for St. Louis County, Missouri, shall provide (1) that all such sanitary sewer charges shall be and constitute a lien upon said property and (2), that such instrument or instruments shall be in the nature of covenants running with the land.

(e) That such tract of land is subject to the condition that the drainage and disposal of all sanitary sewage must be accomplished by and through the use of the sanitary sewer system operated and maintained by Fee Fee Trunk Sewer, Inc., and to the further condition that the use of septic tanks is prohibited.

(f) That if a municipal corporation or any governmental agency during the term of this Agreement or any extension or renewal thereof, and in lieu of Fee Fee Trunk Sewer, Inc., its successors or assigns, takes over the operation of the sanitary sewer system within the subdivision or the trunk line closed sewer owned by Fee Fee Trunk Sewer, Inc., and approved by the St. Louis County Health Department and assumes the cost of maintaining the same, then such municipal corporation or other governmental corporation or governmental agency shall assume all the duties and obligations imposed upon Fee Fee Trunk Sewer, Inc., under the terms and conditions of this Agreement, and shall be subrogated to and

acquire all the rights and privileges which Fee Fee Trunk Sewer, Inc., now has or may hereby acquire under and by virtue of the Agreement and specifically, but not in limitation thereof, all rights and powers incident to the assessment and collection of the annual sewer maintenance charges as hereabove provided.

PART G. ARCHITECTURAL CONTROL

G-1. MEMBERSHIP. The architectural control committee is composed of:

1. LAWRENCE F. BEHYMER
2. C. WILLARD MAX
3. KING CAREY

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

G-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its 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.

G-3. Said Committee may maintain any future lights, gates and shrubberies at subdivision approaches, and make, levy collect such assessments as may be necessary to pay for these services without profit.

PART H. GENERAL PROVISIONS

H-1. TERM, MODIFICATION, AMENDMENT. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, but any one or more of said restrictions may at any time be modified, amended, changed or eliminated in a manner hereinafter set forth. After said twenty-five year period, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Said covenants may be modified, amended, changed or eliminated by a notice calling a meeting of the owners of all the said lots which shall be published by advertisement in two consecutive issues of some newspaper printed and published in St. Louis County, Missouri. Such notice which may be given by any two or more owners of said lots shall state the time fixed for such meeting, shall designate some place in said County of St. Louis where such meeting, shall be held, and shall state briefly the general nature of the matter or matters then or there to be considered. Each owner present in person at such meeting (or

represented thereat by and (sic) agent duly authorized and accredited for the purpose) shall be entitled to one vote for each of said lots owned by him, her or it (as the case may be), and all questions coming before such meeting shall be decided by vote or ballot. If the owners of not less than 51% in number of all the lots shown on said plat shall at such meeting vote in favor of any modification, amendment, change, elimination, or extension of any one or more of the restrictions against any one or more of the lots, or any parts thereof, then the same shall become effective simultaneously with the recording in the Office of the Recorder of Deeds in the County of St. Louis of a written instrument reciting the action at such meeting and expressing their consent thereto, executed by the owners of not less than 51% in number of all lots shown on said plat, which Said (sic) instrument shall be acknowledged as may be prescribed by statute for instruments affecting real estate.

H-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

H-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART J. ATTEST

On this 23rd day of July, 1957, the undersigned have caused these presents to be signed by its president and its corporate seal, attested by its secretary, to be hereunto affixed.

PARK DEVELOPMENT COMPANY

by Lawrence F. Behymer

President

Arthur Kaufmann

Secretary

STATE OF MISSOURI)

) SS

COUNTY OF ST. LOUIS)

On this 23rd day of July, 1957, before me appeared Lawrence F. Behymer, to me personally known, who, being duly sworn, did say that he is the duly elected president of Park Development Company, a corporation of the State of Missouri; that the seal affixed to the forgoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation, and not as a personal act; and the said Lawrence F. Behymer 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 of the County and State aforesaid, the day and year first above written.

Richard W. Jacobsmeyer

Notary Public

My term expires: 9/12/58

Filed for Record July 23 1957 at 10:58 A. M.

Gerald J. Donworth, Recorder