

INDENTURE OF RESTRICTIONS

Party of the First Part, being the owner of the tract of real estate lying and situated in the County of St. Louis, State of Missouri, and being more particularly

described as: Treestop Village Plat 1, according to Plat thereof recorded on the 4<sup>TH</sup> day of AUGUST, 1978, by this Indenture does impose upon all the lots and "Common Ground" in the aforementioned tract the following restrictions and conditions, to-wit:

(1) These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.

(2) No lot shall be used except for such purposes as shall be permitted by the applicable zoning ordinances of St. Louis County, Missouri, and no building shall be erected, placed or permitted to remain on any lot other than such building as shall meet all applicable building and zoning codes of St. Louis County, Missouri.

(3) The ground floor area of any main structure to be constructed, exclusive of basement, garage, or porches, shall not be less than 800 square feet of actual living area for a one-story ranch house, nor less than 1000 square feet of actual living area for a dwelling of more than one story, it being the intention and purposes of these restrictions to assure that all dwellings shall be of the same quality or better than that which can be produced on the date these restrictions are recorded.

(4) no building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plats of said Subdivision. For the purpose of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building to encroach upon another lot.

(5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Subdivision. Within these

easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(6) No nuisances or 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. No building or premises shall be used for purposes prohibited by law or ordinance. Nothing contained herein shall restrict, inhibit or prevent the Party of the First Part, or those claiming by, through or under it, from building and selling houses in the Subdivision.

(7) No fences or hedges shall be erected or placed on any lot nearer to any street than the minimum building set back lines shown on the recorded plats of said Subdivision, nor shall any fence or hedge on a side yard be erected or placed in front of the line of the rear building wall. The type of all fences must be approved by the Trustees. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street



property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding any other provision of this Indenture, no fence, hedge, plantings, or trees, of any kind, shall be erected or placed, or planted on any lot which abuts or adjoins any part of the Common Ground without the express consent of the Trustees.

(8) 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 temporarily or permanently.

(9) No sign of any kind shall be displayed to the public view except one sign of not more than four square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.

(10) All garages and carports must be attached to the main house (dwelling) unless otherwise approved by the Trustees; bath houses or other outbuildings shall be permitted if approved by the Trustees.

(11) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes. Nothing shall be done which, in the opinion of the Trustees, may be or hereafter become a nuisance with respect to such permitted pets; and each lot owner shall comply with all ordinances and subdivision regulations of St. Louis County, Missouri, relating to the number, supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

(12) Personal property, including but not limited to boats and trailers, shall not be placed or stored in the open or in unenclosed carports on any lot nearer to the front lot line than the rear line of the building, nor in the case of corner lots, nearer to the side building lines. This shall not prohibit the parking of passenger automobiles, licensed and in operating condition.

(13) 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.

(14) Except temporarily in connection with construction work by a builder, no lot shall be used or maintained as a dumping ground for rubbish, and trash, garbage or other waste shall not be kept except in sanitary containers and shall be left for collection only at the rear of a dwelling. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(15) No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Trustees. This provision shall not, however, require the consent of the Trustees for the sale of an entire lot as shown on a recorded plat.

(16) Nothing contained in this instrument shall restrict, limit, inhibit or prevent Party of First Part, or those claiming by, through or under it, from developing the Subdivision and building structures and improvements

in accordance with the plans and designs of Party of First Part, or those claiming by, through or under it, and selling the same.

(17) No water course or finished grade which is once approved and established shall be altered or changed without the express, written approval of the Trustees.

(18) No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.