

## MARGALE MANORS

WHEREAS, said plat contains a description of various private drives and easements pertaining to said subdivision, and also delineates the boundaries of the lots contained in said subdivision and building lines, and

WHEREAS, pursuant to a plan to make said subdivision a desirable residence section. RURAL DEVELOPMENT CORP. desires that the private drives and easements delineated on said plat shall be for the exclusive use and benefit of owners of lots in said subdivision, members of their respective families, guests, servants, agents, employees and licensees, subject to such rights, privileges, exceptions and restrictions as are hereinafter expressed, and to make provision for the improvement, protection and management of such private drives and easements and for their proper use and maintenance.

NOW, THEREFORE, in consideration of the premises and of the reliance upon the terms of this instrument by parties hereto and their successors in interest, RURAL DEVELOPMENT CORP., does herewith grant, bargain, sell, convey and confirm unto the said Trustees, their successors and assigns, the several strips and parcels of land in the said subdivision which are delineated and set apart on said plat as drives, parkway, easements, or any land within subdivision not designated as lots. The easements and rights of the lot owners in Margale Manors and of the Trustees are now defined as follows:

1. Trustees shall have the right to regulate and control the use of said drives and easements and every part thereof for public utilities and for sewer and road purposes, including the right to construct, operate, repair and maintain on, under and over said easements, roads, sewers, pipes, conduits, poles, wires, fire plugs, lights and other public facilities, and also shall have the right to grant permission to make extensions therefrom for public utilities, and sewers to serve contiguous and adjacent properties and agreements with reference to use thereof by others including Grantor herein without charge. Trustees shall further have the right to cut weeds and unsightly or obnoxious vegetation and trim or remove trees on any portion of the subdivision.

2. Trustees shall not be personally liable for mistakes of judgment or for maintenance of any of the easements or public utilities or sewers if any in the subdivision, or cutting of weeds or other unsightly vegetation, or to property owners or the public for any loss or damage to person or property arising out of failure to repair and maintain easements and facilities herein mentioned, or for any act of omission or commission.

3. For the purpose of defraying the costs and expenses which may be incurred in the execution of the Trust by Trustees, they may levy assessments against the respective lots contained in said subdivision in such amount as they may deem necessary, but to be based upon a uniform rate per front foot, provided, however, that such assessments may be levied not more than once during each calendar year and no such assessments shall exceed \$0.65 per front foot without the consent of owners of a majority of the lots contained in the subdivision. All such assessments shall become a first lien on the land assessed from date of recorded assessment filed in the Recorder's Office of Jefferson County, unless lien is subordinated by Trustee, in writing, to other liens or unless the assessments are paid. Assessments shall be payable sixty days after the date levied and shall thereafter bear interest at a rate of six per cent (6%) per annum until paid, and the collection thereof may be enforced by suits at law instituted by the Trustees against any property owner of a lot on which lien shall remain undischarged and successors in interest to such lot. Assessment funds may be used for maintenance, management salary or capital improvements.

4. Trustees shall be entitled to make a charge (except to Grantor) for the benefit of subdivision for permits they may grant to extend water or sewer mains or any utilities to contiguous or adjacent properties; for building permits and the use of easements of subdivision in connection therewith. Grantors reserve and easement over the rear half of each lot for the purpose of drilling a well, erecting a pump house not to exceed 8' X 8' X 8' and/or laying a water main not to exceed six inches inside diameter.

5. Subject to the approval of appropriate public authorities, Trustees shall have the right to dedicate to public use drives and easements or any portion of portions thereof, or sewers, when in their judgment, it shall be deemed advantageous or appropriate to do so, any may convey or grant rights therein to any public authority.

6. Trustees, in exercising the powers and privileges granted to them and fulfilling their functions, may from time to time, incur expenses, enter into contracts (including insurance) and employ such persons as they deem necessary or advisable, including one or more of their own, and defend suits brought against them or their agents or servants, and institute actions arising out of terms of this instrument, or to protect the interest of the subdivision. Nothing herein contained shall be construed to compel the Trustees to make any payment for any purpose or to incur any liability in excess of the amount which shall be in their hands as the result of assessments made against the owners as herein provided.

7. No improvements or fences may be constructed or grades of lots changed or used in subdivision unless in conformity with law unless plans and specifications therefor have first been approved in writing by Trustees or a qualified architect or architects duly appointed by them, and unless improvements are for private dwelling purposes and appurtenant uses. All main dwellings shall contain a minimum of 700 square feet under roof, exclusive of porches, basements, breezeways, stables and garages, unless Trustees or a qualified architect or architects appointed by them shall be of the opinion, in writing, that a smaller area (but not less than 600 square feet exclusive of porches, basement, breezeway, stables and garages) shall be in harmony with the quality and standards of other dwelling or proposed dwellings in the subdivision. Standards of Trustees for approval of any plans and specifications of proposed improvements shall take into consideration the location and terrain of any proposed structure and various dimensions and esthetic factors, as well as the possible detrimental effect of the nature of the proposed development or parts thereof on adjacent property or the subdivision as a whole. The main body of any building shall be no nearer than 25 feet to front lot line without written permission of Trustees. There shall be no mobile homes in said subdivision.

8. Garages and car ports must be attached to the residence and there shall be no other outbuildings on said lot, except by permit of Trustees.

9. There will be no restrictions as to cost of any residence, but complete plans and specifications must be submitted for the written approval of Grantor before building operations are started. No residence shall be wholly or partially covered with tar paper, metal slabs or canvas. No basement shall be occupied while construction continues or temporarily abates.

10. No cattle, swine, fowl or other animal, wild or domestic, shall be kept or housed on said lot, without written permission of the Trustees, nor shall said lot be used for any kind of commercial enterprise, including office space for a telephone order business.

11. No outside toilets shall be permitted, and all toilets, baths, sinks, lavatories and inside drains on said premises shall be connected with an approved type septic tank and drain field installed and approved in writing by Grantor.

12. No sale of said lot shall be consummated without giving at least fifteen days written notice to Grantor, and the owners of the two lots adjoining said lot on the sides, of the terms thereof; and any one of them shall have the right to buy said lot on such terms. Failure of any seller to disclose the true identity of any prospective purchases shall be cause for the setting aside of such fraudulent sale. Such service shall be personal service on all three parties thereto entitled.

13. Grantor shall have the right to erect telephone or electric poles at the intersection corner of any two lots and easement to Union Electric Company of Missouri is hereby reserved on all roads and lot corners in said subdivision.

14. A violation or threatened violation of restrictions or other provisions of this indenture shall give rise to a cause of action for an injunction, damages or both, or other recovery, in favor of Trustees and owners of lots in Margale Manors and such action may be instituted by Trustees or any lot owner independent of the other.

15. Trustees herein designated shall serve an initial term as follows:

GALE G. WESSLING

LOUIS H. DENNIS

Trustees thereafter shall serve for a three-year period. When a Trustee's term shall expire or if he shall die or resign, or for any reason is unable to further serve, the other Trustees or survivor of them shall have the power to appoint a successor for a full three year term or for the balance of the unexpired term thereby vacated. In the event the office of any Trustee shall become vacant without due appointment or successor Trustee by the other Trustee or Trustees within sixty days thereafter, the owners of the several parcels of land in said subdivision may then elect a successor Trustee or Trustees to fill such vacancy for the balance of the term at a meeting of property owners to be held in the County of Jefferson, Missouri, upon call of any owner. At least ten days advance written notice must be forwarded by registered or certified mail to the last known address, of the time, place and purpose of such meeting, and thereat owners of a parcel of said land shall be entitled to one vote for each lot owned and the nominee receiving a majority of such votes at any such election shall be deemed duly selected as a Trustee. A Trustee may be appointed or elected to succeed himself in office. No Trustee shall be legally effective to bind all Trustees. In the event a Trustee shall die or resign, the other Trustees may act pending selection of a successor. All successor Trustees shall have the same powers and privileges and limitation on liability as the Trustees herein.

16. This indenture shall remain in force for twenty-five years and shall be automatically extended for successive ten-year periods unless prior to any such period, owners of eight-tenths of the lots in the subdivision shall agree otherwise. This indenture may be supplemented or altered in writing at any time by Rural Development Corp. within three years from date with the consent of the Trustees named herein or their successors in trust.

17. Before any construction work may begin, Trustees may require any owner, contractor and sub-contractor to deposit with Trustees a cash bond, or other bond with sufficient surety, in the amount of \$1,000.00 running in favor of Trustees to cover any or all of the following conditions:

- (1) There will be compliance with approved plans and specifications;
- (2) Repairs will be made of any damages to roads, streets, drives, sewers, pipes, conduits, poles, wires, fire plugs, lights and other public facilities caused by them or their agents, contractors or employees;
- (3) Damages caused to other landowners in said subdivision by virtue of such improvements and construction will be paid upon establishment thereof.

18. All covenants expressed herein are declared to be independent, and not interdependent, and no laches, waiver, estoppel, condemnation or failure of title as to any part of parcel of the subdivision known as Margale Manors shall have the effect to modify, invalidate or annul the effectiveness of this agreement with respect to the remainder of said subdivision.

19. It is understood that Grantors may hereafter add additional land and additional subdivisions of land now owned by Grantors to the total development known as Margale Manors.

IN WITNESS WHEREOF, parties have caused this instrument to be duly signed, the corporate party by its President, with its corporate seal hereto affixed, attested by its Secretary, the day and year first above written.

RURAL DEVELOPMENT CORP.

BY *[Signature]*  
President

*[Signature]*  
Secretary

*[Signature]*  
Trustees

RECORDERS NOTE: The poor quality of this record is due to the quality of the instrument as presented for recording.



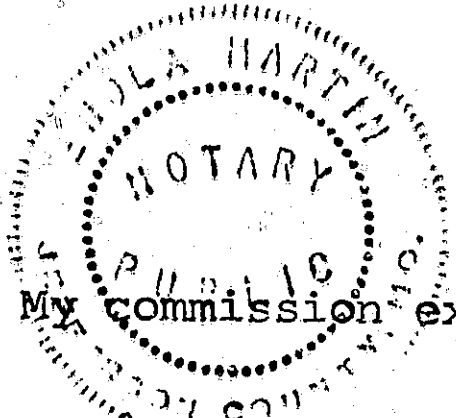
STATE OF MISSOURI)

SS.

COUNTY OF JEFFERSON)

On this 10<sup>th</sup> day of May, 1971, before me appeared GALE G. WESSLING, to me personally known, who being by me duly sworn, did say that he is the President of RURAL DEVELOPMENT CORP., a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said GALE G. WESSLING further declared 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 at my office the day and year above written.



My commission expires:

Jan 26, 1974

Eula Martin

Notary Public

STATE OF MISSOURI)

SS.

COUNTY OF JEFFERSON)

On this 10<sup>th</sup> day of May, 1971, before me appeared GALE G. WESSLING and LOUIS H. DENNIS, to me personally known, who being by me duly sworn, did say that they are the Trustees of RURAL DEVELOPMENT CORP., a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said GALE G. WESSLING, President.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.



My commission expires:

Jan 26, 1974

Eula Martin

Notary Public

FILED FOR RECORD

AT 2:30 O'CLOCK P.M.

MAY 13 1971

RICHARD KING, RECORDER