
TRUST AGREEMENT.

“PARKVIEW.”

Beredith Realty Company

—TO—

JOHN C. ROBERTS, ADRIAN O. RULE and
HENRY S. CAULFIELD, Trustees.

McCORMICK-KILGEN-RULE REAL ESTATE COMPANY,
204 Century Building, Agents.

Con. P. Curran Printing Co., St. Louis, Mo.

Indenture, made and entered into this twenty-fifth day of November, A. D. 1905, by and between

BEREDITH REALTY COMPANY,

a corporation created under and by virtue of the laws of Missouri, (hereinafter called "Realty Company") party of the first part, and

JOHN C. ROBERTS, ADRIAN O. RULE AND HENRY S. CAULFIELD,

all of the City of St. Louis in said State, parties of the second part.

Whereas, the Realty Company owns certain land situated partly in said City, and partly in the County of St. Louis in said State, and has caused a portion thereof to be laid out as a residence subdivision under the name of "Parkview" and a plat thereof to be made and recorded in the office of the Recorder of Deeds for said County, Plat Book 6 Page 22, and has also caused a plat of the portion thereof lying within said City to be made, and submitted to and approved by the Board of Public Improvements of said City, and filed for record in the office of the Recorder of Deeds for said City, November 21, 1905, and numbered 29; and

Whereas, the parks, avenues, streets, alleys and walks (including Westminster Place) delineated on said plat (excepting those thereon expressly stated to be public) are for the exclusive use and benefit of the owners, their heirs and assigns, of lots in said subdivision, subject to such rights, privileges, reservations and restrictions as may be expressed or referred to in deeds from said Realty Company to purchasers from it of said lots; and

Whereas, pursuant to its general plan to make of said subdivision a desirable residence section, said Realty Company desires to make provision whereby said parks, avenues, streets, alleys and walks shall be properly and consistently improved, maintained, protected and managed, and to provide for a proper wall, hedge or other enclosure along the eastern edge of said sub-division, and proper gates where said avenues, streets or walks intersect or terminate at public highways, and to properly restrict against uses of said lots inconsistent with said general plan.

CLAUSE A. *Therefore*, 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, the said Realty Company has created and granted and does hereby create

and grant easements in, over and upon those portions of said land designated and delineated upon said Plat as Avenues, Streets, Walks, Parks and Alleys, respectively, the object, duration, nature and extent of which are stated as follows: to-wit:

To provide for and secure forever to each of the residence lots in said sub-division, and to the owner or owners of any one or more of them together with their respective proper families or the tenants under them and their respective proper families (but not exceeding one family for or in respect of each of the said lots) the right, benefit and advantage of,

1. Having ingress and egress from and to, over, along and across the said avenues, streets, alleys and walks and each and every one of them, and of frequenting, using and enjoying the said Walks, Parks, Avenues and Streets as a place or places of resort and recreation, and of appropriately improving, beautifying and maintaining the same; also of constructing, maintaining, reconstructing and repairing proper sewers, gas and water pipe, or any of them, and connections therewith in said Avenues, Streets and Alleys, or any of them; also of using said Avenues and Streets for street purposes of every kind for which private avenues in desirable residence sections are usually used; and of using said alleys for alley purposes of every kind; provided, that no animal or vehicle shall go upon said Walks.

2. Having the right, benefit and advantage of the laying, construction or erection and maintenance and operation in said Avenues, Streets and Alleys or any of them, either above or under ground, of suitable supports or conduits for telegraph and telephone wires, and of suitable pipes or conduits or other means for conducting steam and electricity and hot water and other useful agencies or any of them.

CLAUSE B. Also for the same considerations the said Realty Company has created and granted and does hereby create and grant an easement in, over and upon the eastern three (3) feet of said sub-division, excepting such portion or portions of said strip as are or may be included within Avenues, Streets or Alleys, the object, duration, nature and extent of which are stated as follows, to-wit:

To provide for and secure forever to each of the said lots and to the respective owners thereof a proper place to erect and maintain an appropriate wall, hedge or other enclosure, and gates and entrance ways, and the right, benefit and advantage of constructing, reconstructing, maintaining and repairing such wall, hedge or other enclosure, gates and entrances as well as appropriate ornaments, statuary or other works of art on and along said strip or on or at any point or points thereon.

CLAUSE C. Also for the same considerations the said Realty Company has created and granted and does by these presents create and grant an easement in and with respect to the sewer at present laid from a point near the southwest corner of said sub-division through

a portion of Lot 23 of Block 8 and across Westgate Avenue, and Lots 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17 and the southwest corner of Lot 16, in Block 7, and the sewer which is laid from Berlin Avenue near the Eastern line of said Lot 17 to a connection with the sewer above described, and in and with respect of any private sewer, water and gas pipe, which have been or shall hereafter be laid or built by said Realty Company in any of the aforesaid Avenues, Streets and Alleys, or in any of the public streets, alleys or highways adjoining, bounding or running through or into said sub-division, the object, duration, nature and extent of said easement being stated as follows, to-wit:

To provide for and secure forever to each of the residence lots in said sub-division, and to the owner or owners of any one or more of them, together with their respective proper families or the tenants under them and their respective proper families (but not exceeding one family for or in respect of each of the said lots) the right and benefit and advantage of using, continuing, maintaining, reconstructing and repairing such sewers, water and gas pipe, or any of them, or any private substitutes therefor, and of connecting therewith.

CLAUSE D. And the said easements are hereby made and declared to be easements in fee and are annexed and shall forever continue to be annexed to and pass with each of the said residence lots, and said lots shall forever remain subject to the burdens and entitled to the benefits involved in said easements.

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 or assigns, any one of the said residence lots, hereby covenants that said easements and each and every one of them shall be and remain annexed to each of said lots, and pass as appurtenant thereto.

Provided, Always, However, and it is hereby agreed and understood as follows, to-wit:

1. That said easements, and also 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 Book 834 Page 13 of the office of the Recorder of Deeds for the aforesaid City, are created and granted subject to whatever rights or easements (if any) were by said deed created with respect to said portion and may be still extant.

2. That said easements and the rights and powers hereby granted are created and granted subject to the right of the said City of St. Louis (granted to it by the aforesaid Plat of the portion of said sub-division lying within said City) to place, construct and maintain in the portion of said Avenues

and Streets located in said City, sewers, sewer inlets, water mains, gas mains, underground conduits for electric wires, fire plugs, lamp posts and other conveniences for the public service and use of said City. Subject also to the sewer easements, rights and privileges granted to said City by deed of said Realty Company dated July 12, 1905, and recorded in the aforesaid City Recorder's office Book 1869 Page 3. Subject also to the gas pipe and fixtures easement and right granted by said Realty Company to Laclede Gas Light Company, its successors and assigns, by deed dated August 1, 1905, and recorded in the aforesaid City Recorder's office Book 1874, Page 6.

3. That said easements, and also the rights and powers hereby granted, are created and granted subject to the right and power of the Realty Company, its successors or assigns (hereby expressly reserved and excepted from the operation and terms of this Indenture, and the easements, rights and powers hereby granted) to have and receive for its own use and benefit all moneys which the Laclede Gas Light Company promised by the aforesaid agreement dated August 1, 1905, and recorded Book 1874, Page 6, to refund or restore in certain event or events.

4. That said easements and also all the rights and powers hereby granted are created and granted subject to the right and easement (hereby expressly reserved) of the Realty Company, its successors and assigns, owner or owners, for the time being of the triangular shaped tract of land or any part or parts thereof, situated between the Western boundary line of said sub-division and the right of way of the St. Louis and Suburban Railroad Company, in common with owners of lots in said sub-division, forever to have ingress and egress and construct, lay and maintain sewers, water pipe, gas pipe and conduits for other useful agencies in, over and upon the portion of said sub-division designated upon said Plat as an Alley and extending from Delmar Avenue Southwardly to the Southern line of said sub-division, along or near the Western line of said sub-division.

5. That said 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 E of this Indenture, and to the provisions of Clause F 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 F, and none of the things, power to do which are hereinafter conferred upon the parties of the second part or their successors, shall be done excepting by and through the parties of the second part or their successors or with their written per-

mission, and after the death of the last survivor of the three parties named as parties of the second part in this Indenture no such things shall be done excepting by and through the agents provided for in Clause F, or with their written permission.

CLAUSE E. And for the same considerations the Realty Company 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 survivor and survivors of them, and unto the successor or successors of them, or either of them, for and during the lifetime of the last survivor of the three persons named as parties of the second part in this Indenture, but no longer, the following rights and powers to be exercised by them as Trustees for the benefit and advantage of each of the aforesaid lots, and of the owner or owners of any one or more of them, together with their respective proper families and the tenants under them and their respective proper families (but not exceeding one family for or in respect of each of said lots) that is to say:

To construct, reconstruct, maintain and repair driveways, gutters and curbing, or any of them, in and upon the aforesaid Avenues, Streets and Alleys, or any of them, and appropriate walks in and upon said Avenues, Streets, Walks and Parks, or any of them, and appropriate gates or entrance ways at all or any of the points where said Avenues, Streets and Walks, or any of them, terminate or intersect any public street, alley or highway, and an appropriate wall, hedge or other enclosure upon the aforesaid three feet wide strip, and to plant, grow and preserve turf, trees and shrubbery in any appropriate spaces in or upon said Avenues, Streets, Parks and Walks, or any of them, and to erect, place and maintain in and upon said three feet wide strip and any wall or enclosure thereon, and in and upon appropriate spaces in said Parks, Avenues, Streets and Walks, or any of them, appropriate decorations, ornaments, statuary or other works of art or beautifying features and to construct, lay, continue, maintain, reconstruct and repair proper and sufficient sewers, gas and water pipe and connections therewith, or any of them, in said Avenues, Walks, Highways, Streets and Alleys, public or private, or any of them.

Provided, that no alley shall be constructed or reconstructed in any block without the written consent of those owning the majority of the lots in such block.

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

Also to grant to such persons or person, corporation or corporations, and for such time as they, said Trustees, may determine to be best, the right to enter upon said Avenues, Streets, 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 thereon suitable pipes or conduits or other means to conduct steam, electricity, hot water and other useful agents, and supply the same for the use and benefit of the respective owners of said residence lots or any of them, located in said sub-division.

Provided, however, that all such grants shall expressly prohibit the use of any of said Avenues or Streets for any such purpose in any case where it is reasonably possible to use one or more of said Alleys instead.

Also to light, police, sprinkle and clean said Avenues, Streets, Alleys, Parks and Walks, and to do whatever else may to said Trustees or their successors seem to be necessary with respect thereto, including the collection, removal and carrying away of all garbage in and from said Avenues, Streets, Alleys, Parks and Walks, and in and from the lots or any of them in said sub-division.

Also to make provision for water being furnished by the City of St. Louis or by any water company for use upon any lot or lots in said sub-division or in any residence or residences thereon, 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.

Also to convey or grant to others, outside of said sub-division, the right to use the private sewers, water and gas pipe, or any of them, which may at any time or from time to time be in the aforesaid Avenues, Streets or Alleys, public or private, the terms of and compensation for such use to be agreed upon by said Trustees, or determined as provided by law or ordinance. Thereupon such compensation shall be paid to the Realty Company for its own use and benefit.

Also to cut, remove and carry away from all vacant lots in said sub-division all weeds and unsightly grass and other growths, as well as filth and accumulations of debris and other things tending to create unsightliness or untidiness.

Provided, that any such right shall be in common with the right of those in the sub-division and shall not be conveyed or granted unless the capacity of the sewer, water or gas pipe to be affected, shall be ample.

Also to convey to the said City any sewers, sewer pipe or water pipe which may 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, to the Realty Company, its successors or assigns, for its own use and benefit, and the Realty Company hereby reserves unto itself, its successors and assigns, the rights to have and receive such money consideration, provided, that if by reason of said City acquiring any of said sewers or sewer pipe any lot in said sub-division shall be charged to pay therefor, thereupon, to the extent of such charge the owner or owners of such lot or lots shall be entitled to receive from said Trustees such proportion of any such amount which said Trustees shall have received by reason of conveying said sewers or sewer pipe as the amount assessed against said lot or lots shall bear to the total charge made against private property by said City on account of acquiring such sewers or sewer pipe, and in such case the Trustees shall pay only the balance of the amount so received to the Realty Company.

Also to pay all taxes and assessments of every description which may become payable with respect to those portions of said sub-division designated upon said Plat as Parks; prevent any infringement, and compel the performance, of any covenant or covenants in this Indenture contained; prescribe and enforce reasonable rules and regulations with respect to the use of said Avenues, Streets, Parks, Walks and Alleys, sewers, sewer pipe, water, gas or other pipe, conveniences, entrances and gateways, or any of them.

Also to dedicate to public use the Parks, Avenues, Streets and Alleys or any of them or any part of any of them in said sub-division.

Provided that such power to dedicate a Park, Street, or Avenue 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 of the lots in said sub-division, and such power to dedicate any alley or any part thereof to any public use in any block shall not be exercised unless a request therefor be made in writing by the owners of a majority of the lots in the particular Block in which such dedication shall occur.

Also to enter upon said Avenues, Streets, Parks, Alleys and Walks, public or private, and said three feet wide strip, for the purpose of doing said things or any of them.

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.

And it shall be the duty of the said parties of the second part to pay all said taxes, rates and assessments as and when due, and also, when in their discretion it may seem necessary

or proper, to avail of and exercise the other 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 be in their hands as the result of assessments made against lot owners as hereinafter provided.

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 this Indenture, the said Trustees are hereby empowered to collect, annually, from the owners of lots embraced in said sub-division, a sum of money sufficient for said purposes, provided that the total amount required in any one year for said purposes (excepting as hereinafter otherwise expressly provided) shall not exceed a sum equal to fifty cents (50c) for each foot of the aggregate frontage of all the lots in said sub-division as hereinafter conclusively assumed or stated.

The total annual amount so required shall be determined or estimated from year to year by said Trustees 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 total amount as the frontage of such lot, hereinafter stated or assumed, bears to the total frontage of all the lots in said sub-division as hereinafter stated or assumed, namely:

Inasmuch as nearly all the said lots are of irregular shape, it is hereby stipulated, covenanted and agreed that for the purpose of assessing each owner of a lot or lots in said sub-division with a proper proportion of said annual total amount, the frontage of the respective lots in said sub-division shall be conclusively taken and assumed to be the following, namely:

Lot Number 1 in Block Number 1 has a frontage of 63 feet.

Lots numbered respectively from 2 to 10, both numbers inclusive, in Block Number 1 each have a frontage of 50 feet.

Lot Number 11 in Block Number 1 has a frontage of 59 feet.

Lot Number 1 in Block Number 2 has a frontage of 59 feet.

Lots numbered respectively from 2 to 12, both numbers inclusive, in Block Number 2 each have a frontage of 50 feet.

Lot Number 13 in Block Number 2 has a frontage of 88 feet.

Lot Number 1 in Block Number 3 has a frontage of 72 feet.

Lots numbered respectively from 2 to 31, both numbers inclusive, in Block Number 3 each have a frontage of 50 feet.

Lot Number 32 in Block Number 3 has a frontage of 73 feet.

Lots numbered respectively from 33 to 36, both numbers inclusive, in Block Number 3 each have a frontage of 67 feet and 6 inches.

Lots numbered from 37 to 40 respectively, both numbers inclusive, in Block Number 3 each have a frontage of 75 feet.
Lot Number 41 in Block Number 3 has a frontage of 72 feet.
Lots numbered respectively from 42 to 47, both numbers inclusive, in Block Number 3 each have a frontage of 70 feet.
Lot Number 48 in Block Number 3 has a frontage of 79 feet.
Lot Number 1 in Block Number 4 has a frontage of 80 feet.
Lots numbered respectively from 2 to 11, both numbers inclusive, in Block Number 4 each have a frontage of 70 feet.
Lot Number 12 in Block Number 4 has a frontage of 75 feet.
Lots numbered 13 and 14 respectively in Block Number 4 each have a frontage of 95 feet.
Lot Number 15 in Block Number 4 has a frontage of 75 feet.
Lots numbered respectively from 16 to 19, both numbers inclusive, in Block Number 4 each have a frontage of 70 feet.
Lots Numbered 20 and 21 respectively in Block Number 4 each have a frontage of 72 feet.
Lots numbered respectively from 22 to 25, both numbers inclusive, in Block Number 4 each have a frontage of 68 feet.
Lot Number 26 in Block Number 4 has a frontage of 80 feet.
Lot Number 1 in Block Number 5 has a frontage of 70 feet.
Lot Number 2 in Block Number 5 has a frontage of 64 feet.
Lot Number 3 in Block Number 5 has a frontage of 70 feet.
Lots numbered respectively from 4 to 6, both numbers inclusive, in Block Number 5 each have a frontage of 75 feet.
Lot Number 7 in Block Number 5 has a frontage of 78 feet.
Lot Number 8 in Block Number 5 has a frontage of 68 feet.
Lot Number 9 in Block Number 5 has a frontage of 67 feet.
Lots Numbered 10 and 11 respectively in Block Number 5 each have a frontage of 70 feet.
Lots numbered respectively from 12 to 14, both numbers inclusive, in Block Number 5 each have a frontage of 75 feet.
Lots numbered respectively from 15 to 18, both numbers inclusive, in Block Number 5 each have a frontage of 67 feet and 6 inches.
Lot Number 19 in Block Number 5 has a frontage of 73 feet.
Lots numbered respectively from 20 to 38, both numbers inclusive, in Block Number 5 each have a frontage of 50 feet.
Lot Number 39 in Block Number 5 has a frontage of 46 feet.
Lots numbered respectively from 40 to 43, both numbers inclusive, in Block Number 5 each have a frontage of 62 feet.
Lot Number 44 in Block Number 5 has a frontage of 60 feet.
Lot Number 1 in Block Number 6 has a frontage of 80 feet.
Lots Numbered 2 and 3 respectively in Block Number 6 each have a frontage of 63 feet.
Lots numbered respectively from 4 to 9, both numbers inclusive, in Block Number 6 each have a frontage of 60 feet.

Lots numbered respectively from 10 to 18, both numbers inclusive, in Block Number 6 each have a frontage of 52 feet.
Lots numbered respectively from 19 to 27, both numbers inclusive, in Block Number 6 each have a frontage of 50 feet.
Lot Number 28 in Block Number 6 has a frontage of 130 feet.
Lot Number 29 in Block Number 6 has a frontage of 55 feet.
Lots numbered respectively from 30 to 38, both numbers inclusive, in Block Number 6 each have a frontage of 50 feet.
Lots Numbered respectively from 39 to 48, both numbers inclusive, in Block Number 6 each have a frontage of 51 feet.
Lots numbered respectively from 49 to 59, both numbers inclusive, in Block Number 6 each have a frontage of 50 feet.
Lot Number 60 in Block Number 6 has a frontage of 70 feet.
Lot Number 1 in Block Number 7 has a frontage of 66 feet.
Lots numbered respectively from 2 to 29, both numbers inclusive, in Block Number 7 each have a frontage of 50 feet.
Lot Number 30 in Block Number 7 has a frontage of 53 feet.
Lot Number 1 in Block Number 8 has a frontage of 68 feet.
Lots numbered respectively from 2 to 22, both numbers inclusive, in Block Number 8 each have a frontage of 50 feet.
Lot Number 23 in Block Number 8 has a frontage of 32 feet.
Lot Number 1 in Block Number 9 has a frontage of 53 feet.
Lots numbered respectively from 2 to 15, both numbers inclusive, in Block Number 9 each have a frontage of 50 feet.
Lot Number 16 in Block Number 9 has a frontage of 56 feet.

A written or printed notice, signed by a majority of said Trustees, of the annual amount of money required and of the date or dates when payment thereof must be made, shall be served, not less than thirty days before any payment demanded in such notice is required to be made, upon each of such 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 said lots, or by mailing the same to his usual post office address, or by posting upon any conspicuous place upon said lot. And service in any one of said methods shall be sufficient. And the said annual amount 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 is not promptly paid when due, 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 usual cost of suit; and 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 equity or other court of

competent jurisdiction in any legal proceedings in like manner as if the amount so due and unpaid was secured by mortgage of such lot, to the end that out of the proceeds of such sale the said amount so in default be raised and paid with cost of suit; the purchaser or purchasers, however, at any such sale, to take subject to this Indenture and 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 for default in making which said sale occurred.

Provided, however, and it is hereby expressly agreed that the cost of constructing and reconstructing any Alley or Alleys in said sub-division including the cost of grading, regrading, preparing the roadway for all the superstructure, placing foundation and roadway, and paving of such Alley or Alleys, shall not be included in the annual amount required or permitted to be assessed against the whole sub-division as aforesaid, but whenever said Trustees shall decide to construct or reconstruct any private alley in any Block in said sub-division, they shall estimate or cause to be estimated the total cost of such construction or reconstruction in such Block, and the owner or owners of each lot in such block shall be required to pay in advance on account of such lot, such proportion of said total cost as the frontage of such lot above stated or assumed bears to the total frontage of all the lots in said Block above stated or assumed.

Like notice with respect to the amount so required and of the date or dates when payment is to be made on account of such alley improvement shall be given to and served upon each lot owner in such Block in the manner and within the time and with like effect as above provided in the case of annual requirement from all lot owners in said sub-division, and the amount so required from any lot owner shall be and continue a lien and be enforceable in like manner and with like effect as above provided with respect to annual requirements.

Provided also and it is hereby expressly agreed that the cost of constructing and reconstructing any Street or Streets, Avenue or Avenues in said sub-division, including the cost of grading, regrading, preparing the roadway for all superstructure, placing foundation and roadway, and paving of such Street or Streets, Avenue or Avenues, and the cost of constructing and reconstructing the curbing and guttering, shall not be included in the annual amount aforesaid, but whenever said Trustees shall decide upon any such improvement, they shall estimate or cause to be estimated the total cost thereof, and the owner or owners of each lot in said

sub-division shall be required to pay in advance on account of such lot, such proportion of said total cost as the frontage of such lot above stated or assumed bears to the total frontage of all the lots in said sub-division above stated or assumed.

Like notice with respect to the amount so required and of the date or dates when payable shall be given to or served upon each lot owner in said sub-division in the manner and for the time and with like effect as above provided in the case of annual requirement, and the amount so required from any lot owner shall be and continue a lien and be enforceable in like manner and with like effect as above provided with respect to annual requirements.

Provided also and it is hereby expressly agreed that the cost of furnishing water to any lot or lots in said sub-division as aforesaid shall not be included in the annual amount 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 or profit 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 such connection, until security be given 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 annual collection from the entire sub-division hereunder.

Provided also and it is hereby expressly agreed that the cost of collecting, removing and carrying away garbage from said sub-division shall not be included in the annual cost required to be assessed against the whole sub-division as aforesaid, but shall be divided into two parts, one representing the cost of collecting, removing and carrying away garbage from the portion of said sub-division located in the aforesaid County of St. Louis, and the other representing the cost of collecting, removing and carrying away garbage from the portion of said sub-division located in said City of St. Louis.

And the said Trustees are hereby empowered to collect annually from the owners of lots or parts of lots in said County portion a sum of money sufficient for defraying the cost of collecting, removing and carrying away the garbage from said County portion during the next ensuing year, that is to say: The total annual amount so required for such County portion garbage cost shall be determined or assessed from year to year by said Trustees, and the

owner or owners of each lot in said County portion, irrespective of its location, shall be required to pay in advance on such County portion garbage account, such proportion of such annual total amount as the frontage of such lot as hereinbefore stated or assumed bears to the total frontage, as hereinbefore stated or assumed, of all the lots in said County portion.

As to such garbage assessment, like notice shall be served in like manner, with like effect and within the same time as above provided with respect to general assessments, and the said annual amount so required for such garbage cost shall as soon as such notice is served, become to the extent of and for the amount so payable by each owner of a lot in said County portion, a charge and lien upon his lot or lots in said County portion, and upon his joint and several interest in any lot or lots in said County portion, and said lien shall continue in force for the same time, and said Trustees may compel such payment and each of said lots in respect to which default is made, shall be liable to be sold to realize such payment, in like manner and with like effect as above provided with respect to general assessments.

And said Trustees are hereby empowered to collect annually from the owners of lots or parts of lots in said City portion a sum of money sufficient for defraying the cost of collecting, removing and carrying away the garbage from said City portion during the next ensuing year, that is to say: The total annual amount so required for such City portion garbage cost shall be determined or assessed from year to year by said Trustees, and the owner or owners of each lot in said City portion, irrespective of its location, shall be required to pay in advance on such City portion garbage account, such proportion of said annual total amount as the frontage of such lot, as heretofore stated or assumed, bears to the total frontage of all the lots in said City portion.

As to such garbage assessment, like notice shall be served in like manner, with like effect and within the same time as above provided with respect to general assessments, and the said annual amount so required for such garbage cost shall, as soon as such notice is served, become, to the extent of and for the amount so payable by each owner of a lot in said City portion, a charge and lien upon his lot or lots in said City portion, and upon his joint and several interest in any lot or lots in said City portion, and said lien shall continue in force for the same time, and said Trustees may compel such payment, and each of said lots in respect to which default is made, shall be liable to be sold to realize such payment, in like manner and with like effect as above provided with respect to general assessments.

Should any of said parties of the second part die or remove from the City of St. Louis, or decline to act or become incompetent

by reason of sickness or other cause to discharge the duties or avail of or exercise the rights or powers hereby granted or bestowed 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 to be held at a convenient place in said City, of all the then owners of said residence lots, first giving ten days written or printed notice of the time and place of such meeting, the said notice to be served as provided above with respect to the payment of the annual amount required by the Trustees. And such of the owners as attend said meeting shall select a chairman and proceed to elect by vote or ballot (the owner or owners of said residence lots being entitled to only one vote for each of said lots owned by him or them) a successor or successors to fill such vacancy or vacancies. And the person or persons receiving the highest number of votes or ballots shall be deemed elected, and shall, when his or their acceptance in writing is delivered to said chairman, at once and by force of this Indenture succeed to, be vested with and possess and enjoy, as a joint tenant, but not as tenant in common, with the remaining Trustees or Trustee, all the estate, interest, rights, privileges and powers by this Indenture granted to and be subject to all the duties and restrictions by this Indenture imposed upon, his or their predecessors or predecessor. 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 of said causes occurs, until the death of the last survivor of the three persons named in this Indenture as parties of the second part. Should such survivor or remaining Trustee or Trustees refuse or neglect to call such meeting within sixty days after the occurrence of such vacancy, then such meeting may be called by the owners or owner of any five of said residence lots, who shall give a like notice thereof, signed by them and served as aforesaid.

CLAUSE F. Upon and from and after the decease of the last survivor of said three persons named as parties of the second part, all the easements, restrictions, covenants and charges hereinbefore made, declared or imposed shall be and remain in full force, but strictly and only as easements, restrictions, covenants and charges (and not as trusts). And thenceforth it shall be lawful and power is hereby given to the owners, from time to time and at all times, of the residence lots, or of the major part of said lots, to carry out, continue and perpetuate in respect of said sub-division the general objects and intent of said trusts and of this Indenture, in manner following, that is to say:

They or the owners of the majority of said lots shall, by vote or other agreement, adopt such reasonable rules and regulations as they may think proper affecting the said Avenues, Streets, Parks, Walks, Alleys and three feet wide strip, 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 sub-division, and among the owners thereof, a sum sufficient for the same purposes as said Trustees might have made same while their powers and rights aforesaid remained extant, provided, that while discretion as to all the matters in this Clause mentioned are to be vested in the owners of all or of the major part 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 Parkview. And at all meetings of said owners each of said lots shall entitle the owner or owners to one vote, 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 by a written or printed notice (signed by at least five of such owners) of 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 required from lot owners.

CLAUSE G. 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 or assigns, any one of the said lots, or any part of any one of said lots, hereby covenants with said Trustees and with such persons or person as may be chosen by and act for the owners of said lots as provided and authorized in Clause F of this Indenture, as follows, to-wit:

That each of said residence lots, and also the persons or person 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 F of this Indenture, by all and singular, the provisions, stipulations, conditions, assessments, payments, liens, costs and proceedings 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 said lots.

And neither said Realty Company, its successors or assigns, owner or owners of any of said lots, in said sub-division shall or will at any time raise the grade of any lot more than two (2) feet higher than the highest point of the sidewalk in front of such lot; or erect any building on any of said lots any portion or feature or porch or tower or bay window or projection of which (excepting an open porch, open veranda, open stone platform or open balcony) shall extend or encroach in front of the building line for such lot

delineated and designated upon the aforesaid Plat, or within twenty (20) feet of the Western line of Skinker Road; or extend or encroach any open porch, or open veranda or open stone platform or open balcony more than ten (10) feet in front of said building line; or erect or permit to be erected any porch floor more than four (4) feet higher than the surface of the lot; or front any building any way except toward the front of said lot; or erect in front of said building line any fence, wall or hedge; or build more than one house upon any one lot; or erect any outhouse, stable or other subsidiary building upon any of the lots in Block 7 of said sub-division or at any point upon any of the lots in said sub-division within one hundred (100) feet of any of the Avenues or Streets of said sub-division upon which said lot or lots may front, or within twenty (20) feet of Skinker Road or Westgate Avenue; or erect any building or erection or obstruction of any character, except a division fence or porte-cochere or porch within five (5) feet from the side lines of said lots, without the written consent of the owners of the lot adjoining on the side; or erect any house upon any lot in Blocks One, Two or Three fronting on Washington Avenue or Westgate Avenue at a cost of less than four thousand (4,000) dollars, or upon any lot in Blocks Three, Four or Five, fronting on Westminster Place or McPherson Avenue, at a cost of less than six thousand (6,000) dollars, or upon any lot in Blocks Five or Six, fronting on Waterman or Westgate Avenues, at a cost of less than five thousand (5,000) dollars, or upon any lot in Blocks Six, Seven, Eight or Nine, fronting on Berlin or Westgate Avenues at a cost of less than four thousand (4,000) dollars; and no house shall ever be erected in said sub-division except the exterior walls thereof be of brick, stone or concrete, except the plans and specifications therefor be first submitted to and approved by a majority of the parties of the second part or their successors, or by such person or persons as may be chosen by or act for the owners of said lots under Clause F of this Indenture; or use or permit any house or houses on any of said lots to be used directly or indirectly for business of any character or for any purpose other than that of exclusive private residences (except that a physician or dentist residing therein may have his office and practice his profession in his residence); or erect or permit to be erected upon said lots, or any of them, any flat or apartment house, or use or permit to be used any house or houses erected on any such lots as a flat or apartment house, or by more than one family; or make or permit to be made any connection with any water pipe, sewers or sewer above mentioned or provided for, except under such rules and regulations as may be prescribed by any public authority, and such additional rules and regulations as may be prescribed by said Trustees or by the lot owners acting under the provisions of Clause F; or make or permit to be made any connection with any gas pipe or mains above mentioned or provided for, except under such rules and

regulations as may be prescribed by the Gas Company controlling such pipe or mains, supplemented by such rules or regulations as may be prescribed by said Trustees or lot owners (the latter acting as aforesaid); or 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 Avenues or Streets.

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 any one 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 and 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.

It is and is hereby declared to be the intention of these presents that each of the covenants hereinabove in this Clause G contained shall attach to and run with each of said lots which are embraced in such covenant, and to and with all titles, interests and estates in the same, and be binding upon every owner and occupant of such lot 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.

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 any one or more of such covenants, shall infringe or attempt to infringe, or omit to perform any covenant 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 such covenant, or for the said Trustees in behalf and for the benefit of either themselves and the said owners or owner or for any agent or agents chosen by the 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, either to prevent it, him or them from doing so, or to recover damages or other dues for such infringement or omission. But it is hereby declared and provided, that 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 that 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 some lot or part of a lot, shall have violated or failed to perform the covenant or covenants embracing such lot or part of a lot.

All trusts created by this Indenture, including therein all the rights, powers and privileges granted to and duties imposed by it upon the said Trustees, shall vest in and enure to the benefit of and may be fully exercised by the major part of them and by the major part of the survivors of them and by the sole survivor of them; Provided, that any successor chosen, as provided in this Indenture, to fill a vacancy 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 each of said parties of the second part, for himself, accepts this conveyance and trust and covenants to fulfill the same; Provided, and it is understood that each of said Trustees shall be responsible only for his own acts or willful default and not one for the other or others.

CLAUSE H. The Northern boundary of the sub-division hereinafore mentioned or dealt with is the public alley shown on said Plat and extending from Skinker Road to Melville Avenue; the Eastern boundary is Skinker Road; the Southern boundary from Skinker Road to point opposite Lot 13 Block 7 where the right of way of the St. Louis, Kansas City and Colorado Railroad Company is diminished to a width of forty (40) feet is a line which runs parallel with and is distant fifteen (15) feet northwardly from said right of way, and from thence runs westwardly parallel with and twenty-five (25) feet northwardly from the Northern line of said diminished right of way to the Western line of said sub-division; and the Western boundary line of said sub-division is the Western line of the private alley which is shown on the aforesaid Plat as extending from Bonhomme Road or Delmar Avenue to the Southern line of said sub-division along the rear of the lots in Blocks 9 and 8 of said sub-division; and no property outside of said lines is intended to be embraced in said sub-division.

CLAUSE I. It is hereby expressly agreed and understood that any owner or owners of any two or more lots in said subdivision may, by instrument in writing duly signed, acknowledged and recorded, as is usual in the case of deeds conveying real estate, re-subdivide the lots so owned by them, so as to move or alter the division lines thereof between lots, or to change the sizes thereof; provided that such re-subdivision shall not result in making any lot smaller than the smallest lot shown on said plat; provided, also, that such re-subdivision shall not change or interfere with any street, avenue, or alley lines, or the aforesaid three feet wide strip, or any building line; provided, also, that the trustees for the time being hereunder, or a majority of them, or the agent or agents chosen by the lot owners as aforesaid, shall first, by instrument in writing duly signed, consent to each particular re-subdivision so desired to be effected and fix the frontage which each lot created by such re-subdivision shall be conclusively taken and assumed to have for assessment purposes under Clause "E" of this indenture, in respect of which consenting and fixing, absolute discretion and power is hereby vested in and conferred upon said trustees, or a majority of them, or said agent or agents. And the easements, powers, authorities, rights, privileges, agreements, covenants, conditions, restrictions and provisions herein specified, set forth, mentioned or contained, or in any deed or deeds, instrument or instruments heretofore or hereafter made, conveying any lot or part or parts thereof in said Parkview, shall be and continue in full force and effect as originally contemplated, except that in so far as they affect the lots so re-subdivided, they shall by such re-subdivision be caused to apply to and affect the new lots created by such re-subdivision, as if said new lots had been originally shown on said plat, and except that for assessment purposes the new frontage fixed under this clause for the new lots arising out of any such re-subdivision, shall be substituted for the frontage of the lots which shall be re-subdivided in such new lots.

continue in full force and effect as originally contemplated except that in so far as they affect the lots so re-subdivided they shall by such re-subdivision be caused to apply to and affect the new lots created by such re-subdivision as if said new lots had been originally shown on said Plat.

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 said other original set their hands. All done the day and year first in this Indenture written.

BEREDITH REALTY COMPANY,
By A. A. B. Woerheide, President.
JNO. C. ROBERTS,
ADRIAN O. RULE.
HENRY S. CAULFIELD.

Attest: J. H. AUG. MEYER, Assistant Secretary.

STATE OF MISSOURI, }
CITY OF ST. LOUIS. } ss.

On this 27th day of November, A. D. 1905, before me appeared A. A. B. Woerheide, to me personally known, who being by me duly sworn did say that he is the President of Beredith Realty Company, and that the seal affixed to 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 A. A. B. Woerheide acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal. (My commission will expire March 30th, 1908.)

CONRAD BLUMEYER.
Notary Public.

STATE OF MISSOURI, }
CITY OF ST. LOUIS. } ss.

On this 27th day of November, A. D. 1905, before me personally appeared John C. Roberts, Adrian O. Rule and Henry S. Caulfield, to me know to be the persons described in and who ex-

cuted the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and notarial seal. (My commission will expire March 30th, 1908.)

CONRAD BLUMEYER.
Notary Public.

PARKVIEW

McCormick-Kilgen-Rule Real Estate Company,

204 CENTURY BUILDING.
