

other costs incurred by the agents in prosecution of such suit, to liquidated damages and in addition to such other damages as may be recoverable.

#### IV. Severability

If any section, paragraph or subparagraph of this agreement shall be determined to be invalid or unenforceable, the validity or enforceability of such section, paragraph or subparagraph shall not affect or render invalid the remainder of this agreement or any other section, paragraph or subparagraph thereof, all of which shall remain in full force and effect.

#### V. Amendments

Any provision of this agreement may be amended by the affirmative vote or other agreement of the owners, from time to time of a majority of the lots in Parkview.

# PARKVIEW

**SUPPLEMENTAL AGREEMENT  
TO SUBDIVISION INDENTURE**

**June 13, 1966**

**Compliments of the  
Parkview Association**

AGREEMENT  
FOR ESTABLISHMENT OF AGENTS, ASSESSMENTS, AND  
RULES AND REGULATIONS FOR PARKVIEW

THIS AGREEMENT for establishment of agents, assessments and rules and regulations for Parkview is made and adopted this 13th day of June, 1966, and shall hereafter apply to Parkview, a residential subdivision located partly in the City of St. Louis and partly in St. Louis County, Missouri, as shown on plats recorded with the Recorder of Deeds for St. Louis County in Plat Book 6 at page 22, and with the Recorder of Deeds for the City of St. Louis November 21, 1905 as number 29.

WHEREAS, certain easements, restrictions, covenants and charges were established for Parkview by Trust Indenture (the "Indenture") dated November 25, 1905, recorded with the Recorder of Deeds for the City of St. Louis in Book 1910 at page 1, Book 1923 at page 47 and in Book 1930 at page 8, and with the Recorder of Deeds for St. Louis County in Book 174 at page 112 and in Book 176 at page 282, to be administered and enforced by trustees until the death of the last survivor of the three persons named as trustees in the Indenture;

WHEREAS, upon the death of the last survivor of the original trustees, all the easements, restrictions, covenants and charges established under the Indenture remain in full force, but power is given to the owners of the residence lots, or a major part of the lots, to carry out, continue and perpetuate the general objects and intent of the Indenture, to establish reasonable rules and regulations affecting the avenue, streets, parks, walks, alleys and other objects of easement in Parkview, to establish assessments against the lots for the purposes provided in the Indenture and to elect agents by and through whom all such things are to be done;

WHEREAS, the last survivor of the three persons named as trustees in the Indenture died May 11, 1966;

NOW, THEREFORE, pursuant to the authority contained in the Parkview Trust Indenture, the owners of the residence lots in Parkview, by affirmative vote of the owners of a major part of said lots, do agree as follows:

I. Annual Meeting and Election of Agents

A. The lot owners of Parkview shall hold an annual meeting on the third Monday in May at some convenient place designated by the agents. Special meetings of the lot owners of Parkview may be called by the agents or at least five lot owners at some convenient place designated by the agents or the lot owners calling the meeting. Notice of each annual meeting and of each special meeting shall be mailed to each lot owner by the agents (or by the lot owners calling a special meeting) not less than ten days prior to such meeting. The persons entitled to such notice shall be the persons shown on the records of the secretary of the agents as owners of lots one month prior to the date of the meeting.

B. Pursuant to the Indenture, the owners of residence lots, or a major part of the lots, shall have and exercise all rights,

powers and duties heretofore granted to or imposed upon the trustees by the Indenture. Between meetings of lot owners, all such rights, powers and duties shall vest in and be exercised by agents elected by the lot owners as herein provided.

C. There shall be nine (9) agents who shall be owners of lots in Parkview and natural persons at least 21 years of age. There shall be at least one agent from each of the six streets in Parkview. Three agents shall be elected for an initial term of one year beginning June 14, 1966; three agents shall be elected for an initial term of two years beginning June 14, 1966; and three agents shall be elected for an initial term of three years beginning June 14, 1966. Beginning with the annual meeting of lot owners in 1967, three agents shall be elected at each annual meeting to serve for terms of three years. If an agent shall die, resign or become disqualified during his term, a majority of the remaining agents shall fill the vacancy with a qualified person who shall serve until the next annual meeting of lot owners; if the term shall not then have expired, the lot owners shall elect a qualified person to fill the vacancy for the remainder of the unexpired term. No person shall serve as agent more than two terms successively (exclusive of an unexpired term). Notwithstanding the foregoing, agents shall continue to serve until their successors are duly elected and qualify.

D. The agents shall elect each year from their number a President, a Vice President, a Treasurer and a Secretary, and may establish rules and procedures for the conduct of their duties, provided, however, a quorum of agents shall be, and all actions of the agents shall require the concurrence of, a majority of those serving as agents from time to time.

E. The agents shall collect the assessment made herein and assessments hereafter made, and may employ persons and contract for materials and services appropriate to maintain Parkview and carry out the purposes and requirements of the Indenture and those established by this agreement and may disburse funds for any and all such purposes. The agents shall provide appropriate insurance to protect the subdivision and lot owners against claims arising out of use of the streets, walks, alleys, parks and areas of common use and other potential liabilities from the operation of the subdivision. They shall report on the state of Parkview and the collection and disbursement of assessments at each annual meeting of lot owners. Agents shall not be liable individually for their acts or omissions as agents except for malfeasance.

## II. Assessments

Pursuant to the power granted the lot owners by the Indenture to assess, charge and apportion against the lots and among the owners a sum sufficient for the purposes of the Indenture, an annual assessment is established, to be collected by the agents and applied to the purposes provided in the Indenture. There is assessed against each lot and lot owner an annual charge of fifty cents (\$.50) per front foot according to the front footage specified for each lot in the Indenture, plus Fifty Dollars (\$50) per lot (except that two or more contiguous lots or parts of lots owned by the same person or persons and on which only one dwelling is situated shall be considered one lot for the purpose of this assessment). This annual assessment is established for 1967 and for each calendar year thereafter until changed by the affirmative vote or other agreement of the owners of a major part of the lots in Parkview. The assessment for each year to which it shall apply shall be payable January 1 of that year. Notice of the assessment shall be given by the agents to each lot owner on or about January 1 of each year, and

the assessment shall be a lien against the lots assessed from the date of service of such notice.

## III. Rules and Regulations

A. The following rules and regulations are adopted and shall apply to all avenues, streets, parks, walks, alleys and other objects of easement in Parkview.

(i) Vendors, salesmen and solicitors are prohibited from operating in Parkview, except with the express prior written consent of the agents.

(ii) Persons shall not rake or deposit leaves, grass, debris or trash in streets, gutters, alleys, walks, parks or other areas of common use.

(iii) Lot owners shall not permit grass, bushes, trees or vines or other growths or projections on their lots to grow into, extend into or overhang the streets, gutters, alleys or walks so as to interfere with or impair the use thereof, and shall cut, trim and remove the same as necessary.

(iv) Trucks or trailers shall not be parked on the streets or alleys of Parkview between the hours of 10:00 P.M. and 6:00 A.M.

(v) The gates of Parkview shall be opened and closed when and as determined by the agents.

(vi) The agents may establish reasonable rules for the safe and orderly use of the streets, alleys, walks and parks of Parkview, including but not by way of limitation, speed limits for vehicular traffic, caution and stop signs, parking regulations, and regulations for placement of traffic control barriers.

(vii) All laws and ordinances of the City of St. Louis or University City now in effect or hereafter adopted shall be applied as rules and regulations of Parkview.

B. The rules and regulations hereby adopted and the provisions of the Indenture may be enforced by the agents in any manner and by any means permitted by the Indenture or applicable law.

(i) In addition to all other rights and remedies, the agents shall have power to remove and store vehicles parked in violation of the rules and regulations, to cut, trim and remove grass, trees, vines or other growths or projections permitted to grow in, extend into or overhang the streets, gutters, alleys or walks of Parkview interfering with or impairing the use thereof, to remove leaves, grass, debris or trash raked into or deposited in streets, gutters, alleys, walks, parks or other places of common use, to employ persons for any such purposes and to pay the costs of any such actions and the lot owners or other persons guilty of violations of the rules and regulations requiring such actions shall be responsible for all costs and expenses so incurred.

(ii) The agents may bring any action at law or in equity deemed appropriate or necessary by them to enforce the rules and regulations and all provisions of the Indenture, and may employ counsel for such purpose and may pay all costs of litigation, provided that lot owners who shall be found to have violated the rules and regulations or the provisions of the Indenture shall be liable for costs and expenses of suit, including attorneys' fees and all

Other costs incurred by the agents in prosecution of such suit, as liquidated damages and in addition to such other damages as may be recoverable.

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