

## AMENDED DEED RESTRICTIONS

### FOREST HILLS CLUB ESTATES

#### GENERAL STATEMENT

WHEREAS, Deed Restrictions were made and entered the 1st day of November, 1963, and filed in St. Louis County at Book 5474 and Page 205, by and between Donald L. Barnes, Rose V. Barnes, Richard D. Croak, Alfred H. Kerth, Jr. and R. Bruce Snow, as Trustees, and Clarkson Valley Estates, Inc., a Missouri Corporation, as owner, pursuant to development of a certain tract of land located in Clarkson Valley, Missouri, into a residential community and golf course and country club, and

WHEREAS, a Restrictions Indenture was entered on the 26th day of July, 1977, and filed in St. Louis County at Book 6982 and Page 160 by and between Thomas E. Phelps, James D. Barnes, Richard D. Schreiber, Ralph V. Streiff and Sally Krings, as Trustees, and Berry-Ahlemeier-Albers, a joint venture, and Albers Development Co., a Missouri Corporation, as owner, to develop a certain tract of land into a residential development and to provide for the development of a golf course and country club, and

WHEREAS, a Restrictions Indenture was entered on the 3rd day of August, 1977, and filed in St. Louis County at Book 6981 and Page 525 by and between Thomas E. Phelps, James D. Barnes, Richard D. Schreiber, Ralph V. Streiff and Sally Krings, as Trustees, and Cinco Development Co., a Missouri Corporation as owner, pursuant to development of a certain tract of land located in Clarkson Valley, Missouri, into a residential community and golf course and country club, which together with the tracts cited above shall be known herein as ("Tract"), and

WHEREAS, there were designated and recited on the plat of said Tract certain private streets, which were conveyed to said Trustees, which are for the exclusive use and benefit of the owner or owners of lots, ("Owners"), shown on said plat and Forest Club Drive is the only available access within the area to the Forest Hills Country Club f/k/a Forest Hills Golf and Country Club and is used by members, guests and servicemen, and

WHEREAS, easements were also established and conveyed to said Trustees for the purpose of constructing, maintaining, and operating sewers, pipes, wires and other public utilities for the benefit of the owner or owners of lots in said Tract and for the Forest Hills Country Club, and

WHEREAS, it was and is the purpose and intent that this Tract remain and continue as a desirable residential and golf course development and that the Trustees be responsible for insuring achievement of this objective, and

WHEREAS, all reservations, limitations, conditions, easements and covenants contained in these restrictions are made jointly and severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the lots contained in this Tract, as well as for the benefit of the members of the Forest Hills Country Club, and

WHEREAS, the Owners of lots in said Tract of land and the governing body of the Forest Hills Country Club desire to amend the aforementioned Deed Restrictions and Restrictions Indentures by replacing said Deed Restrictions and Restrictions Indentures with a new document entitled Amended Deed Restrictions, and

WHEREAS, the aforementioned Deed Restrictions and Restrictions Indentures are incorporated herein to the extent only that they do not conflict with these Amended Deed Restrictions.

NOW, THEREFORE, the premises considered and in accordance with the Deed Restrictions and Restrictions Indentures entered aforesaid, said Deed Restrictions and Restrictions Indentures are amended by replacing same with the Amended Deed Restrictions herein and the real property described above is subject hereto and all improvements situated in said Tract, shall be held, sold and conveyed subject to the terms and provisions of these Amended Deed Restrictions, all of which shall run with such real property and be binding on all parties having any right, title or interest in such real property or any part thereof, and their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

Each of the said Trustees and their successors duly elected or appointed, accepts the trust upon condition only that each of said Trustees shall be responsible only for his or her own wrongful acts or willful default and not one for the other or others, and upon the further condition that no Trustee or his or her successor hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by such Trustees individually or collectively.

## I

### SELECTION OF THE TRUSTEES

Section 1: The terms and covenants of these Amended Deed Restrictions shall be carried out and enforced by a Board of Trustees made up of five (5) Trustees who shall be bonded and shall serve without compensation. The Trustees shall serve a term of three (3) years. Four (4) Trustees shall be elected pursuant to these Amended Deed Restrictions by the Owners of lots in Forest Hills Club Estates from among the lot Owners of Forest Hills Club Estates and one (1) Trustee shall be appointed by the governing body of Forest Hills Country Club. The persons acting as the Board of Trustees at the time of the adoption of these Amended Deed Restrictions shall serve the term to which they were elected or appointed heretofore.

Section 2: The Trustees shall hold an Annual Meeting of Owners following ten (10) days written notice to the record Owners of all lots and to the Forest Hills Country Club or by posting a notice of such meeting in three conspicuous locations within the Tract. Either one of the methods of giving notice of the Meeting shall be adequate written notification, pursuant to Section 2 hereof. At such Annual Meeting, Trustees shall be elected to expiring terms, an Annual Budget shall be presented by the Trustees and such other business as shall be included on the agenda of the Annual Meeting shall be conducted.

Such Owners that attend such Meeting shall proceed by vote or ballot to elect a successor or successors to fill any existing vacancy or vacancies on the Board of Trustees. The candidate receiving the most votes cast shall fill the longest vacant term and descending with the shortest vacancy filled by the successful candidate receiving the fewest successful candidate votes. The Owner(s) of each lot shall be entitled to one vote for each full lot owned, provided said lot is not more than thirty (30) days delinquent for any assessment, and the vote may be cast in person or by written proxy. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall upon his or her acceptance in writing immediately become subject to all duties and restrictions vested in the remaining Trustees.

Section 3: Whenever a vacancy occurs on the Board of Trustees, said vacancy shall be filled by a person designated by a majority of the remaining elected Trustees, if the vacancy is an elected position, or by the governing body of Forest Hills Country Club as per Section 1 hereof, if the vacancy is an appointed position, said person to serve the unexpired term of the Trustee replaced.

Section 4: Any Trustee may be removed from the Board of Trustees at a meeting called pursuant to Section 2 hereof upon a majority vote of all lot Owners or by a two thirds (2/3) majority vote of lot Owners, present in person or by written proxy.

## II

### TRUSTEES' DUTIES AND POWERS

The Trustees, as trustees of an express trust, shall prevent any infringement and shall compel the performance of any restrictions set out in this instrument and shall enforce any rules and regulations issued by said Trustees. This provision is intended to be cumulative and is not intended to restrict the right of any lot Owner or Forest Hills Country Club to proceed in its own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory. In exercising this power and the power to collect Assessments hereinafter granted, the Trustees shall have the right to engage agents and the services of attorneys and to recover costs and attorneys fees in a reasonable amount as part of any settlement or judgment obtained.

The Trustees are vested with the rights, powers, and authorities described in this instrument, and with the following rights, powers, duties and authorities:

Section 1. To appoint from among their number a Chairman, Treasurer, and Secretary. Full records of all receipts and disbursements shall be kept and retained and full and complete minutes of the meetings of the Trustees shall at all times be kept. Official action of the Trustees shall be by majority vote and any official documents shall be signed by the Chairman or Secretary.

Section 2. To exercise such control over streets and easements as is necessary to maintain, supervise and insure the logical use of such easements by the necessary public utilities, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, sewers, pipes, poles, wires, and other facilities, and public utilities for service to the lots and other development shown on the plat of the Tract.

Section 3. To publicly dedicate the private streets and easements or portions thereof whenever a majority of lot Owners in said subdivision shall consent thereto in writing and whenever such dedications would be accepted by a proper public agency.

Section 4. To abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the office of the Recorder of Deeds of St. Louis County, Missouri.

Section 5. To clean up, following reasonable notice, rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, as well as any vacant or neglected property of Forest Hills Country Club, and the Owners thereof may be charged with the reasonable expenses, including a reasonable attorney's fee, so incurred. The Trustees or officers, agents and employees shall not be deemed guilty or liable for any manner of trespass, for any such injury, abatement, removal or planting.

Section 6. To consider, approve or reject any and all plans and specifications for any and all Structures (anything constructed, erected or located, the use of which requires permanent locations on the ground or which, though movable, is used for a purpose which usually or customarily involves permanent location on the ground, including but without limiting the generality of the foregoing, signs, tennis courts, pergolas, gazebos, buildings and fences) proposed for erection on the lots or Forest Hills Country Club or proposed additions to such buildings, or alterations in the external appearance of buildings already constructed, it being hereinafter provided that no building or Structure may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor as well as to the grading of any portion of the lot or property.

Section 7. To require a reasonable deposit or surety in connection with the proposed erection, demolition or alteration of any building or Structure or regrading on any of said lots or Forest Hills Country Club in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to Tract improvements, especially the street surfacing, shall be repaired. Said deposit, except for that expended pursuant hereto, shall be held in trust to be returned to depositor upon completion of the project, as determined by the Trustees.

Section 8. To provide for the collection of trash, rubbish, or garbage and otherwise provide for the public health, safety and welfare of the property Owners and residents of said Tract. The Trustees may enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.

Section 9. To hold, convey, dispose of and administer in trust for any purpose mentioned in this instrument any gift, grant, conveyance or donation of money or real or personal property.

Section 10. To enter into contracts, employ agents, servants and labor as they deem necessary, contract for insurance, and employ legal counsel to institute and prosecute such suits as they may deem necessary or advisable, and defend suits

brought against them individually, or collectively, in their capacity as Trustees.

### III

#### ASSESSMENTS

The Trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by this instrument may:

Section 1. Make Uniform Annual Assessments, not to exceed Five Hundred Dollars (\$500.00) per lot in any one year and not to exceed Five Thousand Dollars (\$5,000.00) (ten (10) times the per lot assessment) for Forest Hills Country Club in any one year, against all the property in the Tract for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, to adequately maintain and improve streets, utilities, and landscaped areas and to properly perform all of their responsibilities authorized herein.

A portion of the Uniform Annual Assessment as set out in the Annual Budget, shall be set aside to build and maintain a reasonable Reserve for contingencies and replacements which are not listed in the Annual Budget. Extraordinary expenditures and replacements, which are not included in the Annual Budget and which become necessary during the year, shall be charged first against such Reserve.

Section 2. If at any time the Trustees shall consider it necessary to make any expenditure requiring a Capital Assessment in addition to the assessments provided above, they shall submit in writing to the Owners of the lots and Forest Hills Country Club for approval, an outline of the plan for the contemplated project and the estimated amount required for completion of same and the total Capital Assessment required against each lot and the Forest Hills Country Club. Except for Capital Assessments pertaining to Forest Club Drive, no assessment to Forest Hills Country Club shall be greater than ten (10) times that to an individual lot Owner.

The Trustees shall also hold a meeting, notice of which will be given in the same manner as provided for in this instrument for the election of Trustees, and if the project is approved at said meeting either by a majority vote of all lot Owners, or by a two-thirds (  ) majority vote of resident Owners, present in person or proxy, the Trustees shall notify all Owners and the Forest Hills Country Club of the additional Capital Assessment. The portion of any Capital Assessment, payable by Forest Hills Country Club shall, however, never exceed the ratio set out in Section 1 hereof.

If an expense is one that involves the improvement or maintenance of Forest Club Drive, which provides the main vehicular access to the Forest Hills Country Club, then the portion expense relating to Forest Club Drive shall be assessed one-half against the Forest Hills Country Club and one-half against all lots within the Tract, but the Forest Hills Country Club shall not be liable for any maintenance or Capital Assessment made for the improving or reconstructing of any other street within the Tract.

Section 3. All Uniform Annual Assessments made by the Trustees for the purposes hereinabove enumerated shall be in the manner and subject to the following

procedure:

- a. Except as otherwise provided, no Uniform Annual Assessment or Capital Assessment shall be made except upon resolution duly adopted at a meeting of the Trustees.
- b. Notice of all Uniform Annual Assessments shall be given by mail addressed to the last known or usual post office address of the holder of the legal title of each lot or may be given by posting a notice of the Uniform Annual Assessment upon the lot or property, itself. Service in any one of the said methods will be sufficient.
- c. Any Uniform Annual Assessment not paid within thirty (30) days of said notice shall be subject to a Late Charge determined by the Trustees and a reasonable attorney's fee if said Legal Counsel is retained to collect same. Every Uniform Annual Assessment shall become due and payable within thirty (30) days after notice is given as above provided. From and after the date when said payment is due, it shall bear interest at the rate of nine percent (9%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid.
- d. The Trustees may, in addition, execute and acknowledge an instrument reciting the levy of any assessment with respect to any one or more lots as well as to the Forest Hills Country Club and cause same to be recorded in the Recorder's Office of St. Louis County, Missouri. The Trustees shall, upon payment, cancel or release any one or more lots from the liability for assessments as shown by recorded instrument by executing, acknowledging and recording at the expense of the owner of the property affected release of such assessment with respect to any lot or lots affected, and the Trustees shall note in their minutes any payments made on account of assessments.

#### IV

#### GENERAL RESTRICTIONS

The following general restrictions shall apply to all lots in the Tract and to the Forest Hills Country Club, and each Owner and governing body of Forest Hills Country Club covenants:

Section 1. That the Forest Hills Country Club will be operated as a non-profit corporation and in a manner comparable to a desirable social club and the operation and maintenance of such Country Club will enhance and not detract from the residential character of the Tract.

Section 2. No lot of record shall be used for any purpose other than a single-family residence not exceeding two and one-half (2 1/2) stories or thirty-five feet (35') in height and no structure of a temporary character, trailer, basement, tent, shack, garage, shed, barn or any other such structure shall be used on any lot at any time as a residence either temporarily or permanently.

Section 3. No single-family residence constructed after the date of this instrument shall contain a floor area of less than Three Thousand square feet (3,000 sqft). The minimum floor area shall be measured from the inside of the outside walls bounding the livable rooms and shall be exclusive of garages, basements, breezeways and unenclosed porches or terraces.

Section 4. No obnoxious or offensive activity shall be carried out upon any lot nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to the neighborhood. No pigeons, poultry, cattle, hogs, rabbits or other exotic animals may be kept upon any part of said property except with the written permission of the Trustees and such permission, if granted, shall be revocable at the discretion of the Trustees. No person shall keep, harbor, or house on his premises or on the premises of others, within the Tract, more than three (3) dogs, or a combination of dogs and cats in excess of five (5); except, however, that upon the occasion of the birth of a litter of dogs, it shall be permissible under this section that such a litter may be kept together with their mother until they reach the age of six (6) months. No person shall keep, harbor, or house on his premises or on the premises of others, within the Tract, more than three (3) cats, or a combination of cats and dogs in excess of five (5); except, however, that upon the occasion of the birth of a litter of cats, it shall be permissible under this section that such a litter may be kept together with their mother until they reach the age of six (6) months. No soft or bituminous coal shall be used as fuel in the Tract.

Section 5. No trash, rubbish or garbage receptacles or cans shall be placed, without permission of Trustees, on the premises outside of the building thereon unless completely recessed and sunken in the ground and equipped with a permanent cover except upon the day of the week or month upon which regularly scheduled collections of same are to take place. No gas tanks or other fuel containers, other than for customary personal use, shall be permitted without permission of Trustees upon any lots or premises unless they are located outside of the main residence and not less than three feet (3') below the finished grade of the grounds. The immediately preceding provisions shall be construed to permit Forest Hills Country Club to be operated in the usual and customary manner of a country club located within a private residential subdivision. No utility pole shall be permitted above the finished grade and each lot Owner shall furnish to the appropriate utility company such easement upon the lot that is necessary to furnish the house and accessory building with electric and telephone service via underground wires.

Section 6. Subject to municipal, state and federal law, no sign of any kind shall be displayed, without written consent of the Trustees, to the public view on any lot except one sign of not more than five square feet (5 sqft) advertising the property for sale or rent. The immediately preceding provision shall be construed to permit Forest Hills Country Club to be operated in the usual and customary manner of a country club located within a private residential subdivision. No sign shall be erected on any common ground or easement without prior approval of the Trustees.

Section 7. No lot shall be re-subdivided nor shall a fractional part of any lot be sold without the consent of the Trustees but the Trustees may consent to the division of any lot between two or more owners of contiguous lots for the purpose of giving greater area to a building site.

Section 8. No Structure shall be located between the plat lines and the building lines shown upon the plat without the written consent of the Trustees and the location of any Structure shall comply with the zoning regulations applicable to the lot or by any variance therein that may be made by any agency officially authorized to make such variance.

Section 9. After the date of the instrument, no fence may be constructed outside the Building Lines on any lot and no wall or retaining walls in excess of two feet (2') may be erected on any lot without the written consent of the Board of Trustees. In the event any Structure shall be permitted and constructed it shall not be permitted to deteriorate or fall into disrepair and the Trustees may, following reasonable notice, in their discretion repair, restore, preserve or remove such Structure and charge the cost of same to the Owner of such lot.

Section 10. No building, Structure or wall shall be erected, or 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 Trustees as to quality of workmanship and materials, the harmony of external design with existing Structures and as to location with respect to topography and finish grade elevation which in the opinion of said Trustees, the location, architectural design and type of construction of such proposed Structure will not detract materially from the appearance and value of all other lots. Approval shall be deemed given if rejection of plans has not been given within 45 days of the date marked upon the plans as being officially received. Any construction plans or specifications requiring, pursuant to local Ordinance, approval of the City of Clarkson Valley, shall also require approval of the Trustees. The Trustees shall not be liable in damages to anyone so submitting plans for approval or to any lot or property owners covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans. The Trustees may engage architects or other professionally trained technicians to advise with them in considering any plans and specifications.

Section 11. All Owners and occupants of any lot in the Forest Hills Club Estates Subdivision, ("Subdivision"), shall extend to one person, in a group of members or guests playing a normal game of golf on the Forest Hills Country Club, or their caddy, the courtesy of allowing such person or caddy the privilege of retrieving any and all errant golf balls which may have landed and remained on any lot in the Subdivision. However, care shall be exercised in the retrieving of such ball to prevent damage to any lawn, flowers, shrubbery, or other improvements on the lot.

Section 12. All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereafter exist, are hereby referred to and made a part of this instrument.

Section 13. The Trustees shall insure that no part of any lot shall be used for a purpose other than one single-family dwelling and uses accessory thereto or the operation of a golf and country club.

Section 14. Subject to municipal, state and federal law, no radio or television

result in no possible adverse effect to other lot Owners.

Section 15. No motorcycles, boats, trailers, trucks, campers, recreational vehicles, off-road vehicles, or other motor vehicles, except an automobile or non-commercial pick-up truck which is used as a passenger vehicle, shall be stored or parked more than seventy-two (72) consecutive hours in any parking area, street, driveway or any other place or location within the Tract, except in an enclosed garage.

No abandoned or derelict vehicle, as defined in the Clarkson Valley Municipal Code at Chapter 12, Article II, Section 12-26 (16) and (17) shall be kept for a period longer than ten (10) days on any Lot within the Subdivision.

Except as otherwise provided in these Amended Deed Restrictions, the Owner of each lot in the Subdivision shall provide parking for motor-driven vehicles within an enclosed Structure for all such vehicles in excess of one (1) vehicle for each licensed driver resident, plus one (1) additional vehicle in addition to the vehicle total provided above, where such vehicles are regularly parked overnight on such Lot. The immediately preceding provision shall be construed to permit Forest Hills Country Club to be operated in the usual and customary manner of a country club located within a private residential subdivision.

The Trustees shall have the right to have any vehicle which is improperly parked or stored towed away, after reasonable effort to contact the owner, at the expense of the owner, and with no liability to said Trustees. The foregoing shall not apply to any motor vehicle titled to the Forest Hills Country Club and used in the normal course of the operation of said Club.

Section 16: No residence shall be used directly or indirectly for business or any other character including estate sales, garage sales, tag sales, rummage sales or other personal property sales to the public, or for any purpose other than that of an exclusive private residence for one (1) family, without the consent of the Board of Trustees, which consent shall not be unreasonably withheld.

## V

### DURATION OF RESTRICTIONS

Any of the terms and provisions of these Amended Deed Restrictions may be altered, amended, changed or discontinued by a written agreement signed by not less than the then record Owners of sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the total of all the lots in the Subdivision, none of whom being at the time in arrears with the duly levied assessments against any lots owned by the signers thereof, and such written and signed alteration, amendment, change or discontinuance shall become a part of the provisions and restrictions of this indenture, but only after it has been approved by the governing body of the Forest Hills Country Club and after approval by the Board of Aldermen of the City of Clarkson Valley, St. Louis County, Missouri, and whenever filed in the office of the Recorder of Deeds of the County of St. Louis, State of Missouri.

IN WITNESS WHEREOF, the Board of Trustees has executed these Amended Deed Restrictions by authority of its trust which grants the Board of Trustees, with consent of the Owners of seventy-five percent (75%) of all lots in the Subdivision, approval of the governing body of Forest Hills Country Club and approval of the Board of Aldermen of the Village (n/k/a City) of Clarkson Valley, the authority to sign and make this indenture \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

BOARD OF TRUSTEES  
FOREST HILLS CLUB ESTATES

\_\_\_\_\_  
MELINDA TWICHELL

\_\_\_\_\_  
PATRICK JOSTRAND

\_\_\_\_\_  
ROGER MITCHELL

\_\_\_\_\_  
LAWRENCE SEIDL

\_\_\_\_\_  
LOYD GARRISON

STATE OF MISSOURI    )  
                                  )    SS  
COUNTY OF ST. LOUIS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1996, before me personally appeared foregoing signatories MELINDA TWICHELL, ROGER MITCHELL, LAWRENCE SEIDL, PATRICK JOSTRAND and LOYD GARRISON, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

\_\_\_\_\_  
Notary Public

My Commission expires:

APPROVED:

Jim H. Miles  
President  
Forest Hills Country Club

STATE OF MISSOURI     )  
                                  )     SS  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_ day of \_\_\_\_\_, 1996, before me personally appeared foregoing signatory \_\_\_\_\_, President, Forest Hills Country Club, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

\_\_\_\_\_  
Notary Public

My Commission expires:

APPROVED:

Scott Douglass  
Mayor  
City of Clarkson Valley

STATE OF MISSOURI     )  
                                  )     SS  
COUNTY OF ST. LOUIS    )

On this 11 day of Nov., 1996, before me personally appeared foregoing signatory Scott Douglass, Mayor, City of Clarkson Valley, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

Michele McMahon  
Notary Public

My Commission expires:

**Michele McMahon, Notary Public**  
**St. Louis County, State of Missouri**  
**My Commission Expires 3/2/93**