

## NEW ENGLAND VILLAGE

Fellow resident of New England Village

This booklet is provided to you in an effort to familiarize all property owners with the Indenture of New England Village. It is a complete copy and sets out the rules and regulations that govern property in your subdivision. Keep it in your file for future reference or to familiarize a new owner, should you sell your home.

By reading the booklet you can determine what the Trustees are responsible for and what you can do in regards to outside building on your lot. There are certain things left to the "discretion of the Trustees" that you can answer yourself by reading this Indenture.

Basically, the Trustees are responsible for:

1. Enforcement of the Indenture.
2. Judging and controlling all outside improvements and construction on all parcels of property within the subdivision in accordance with the Indenture.
3. Maintenance of entryways, common ground, and street lighting.
4. Assessing and collecting of funds necessary to pay the expenses of exercising the powers granted them by the Indenture.
5. Creating and enforcing rules and regulations for the owners use of common facilities.

Trustees are not responsible for:

1. Neighbor's dogs or children running through your yard.
2. Barking dog problems.
3. Speeding automobiles on the streets.
4. Children fighting or playing in the streets.
5. Mediating disagreements between neighbors.
6. Other police matters.
7. Subdivision Trustees are not required to be legal interpreters of St. Louis County Codes.

Trustees of New England Village

271

41.00  
P.C.

INDENTURE OF TRUST AND RESTRICTIONS

NEW ENGLAND VILLAGE

JUN 25 1996

ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 9th day of August, 1979, by and between A. T. KNOFF, INCORPORATED INC. OF THE STATE OF MISSOURI  
 a Missouri Corporation, hereinafter called First Party and  
 ALLAN T. KNOFF, PAUL D. KNOFF and DARRYL E. KNOFF all of the State of Missouri  
 State of Missouri, Second Party, hereinafter referred to as  
 "Trustees":

WITNESSETH THAT:

WHEREAS, the St. Louis County Council approved the Site Plan for NEW ENGLAND VILLAGE, the legal description marked Exhibit A hereto attached, in accordance with a Final Development Plan so that plats or portions of said tract may now be recorded; and

WHEREAS, common land, recreational facilities, Cul-de-sacs and street lights have been reserved in NEW ENGLAND VILLAGE and common land for similar purposes will be reserved in the subsequent plats of NEW ENGLAND VILLAGE, and

WHEREAS, as each of the subsequent plats of NEW ENGLAND VILLAGE is recorded, First Party will adopt this Indenture of Trust and Restrictions and all provisions thereof for each of said plats; and

WHEREAS, it is contemplated that subsequent plats may provide for condominium units and commercial development, and such plats may have additional Indenture of Trust Restrictions and Condominium Declarations that will be recorded in the St. Louis County Records in accordance and in conformity with the Ordinances, and

WHEREAS, there may be designated, established and recited on the recorded plats of NEW ENGLAND VILLAGE certain streets, common land, easements and any other non-public items which are for the exclusive use and benefit of the residents of NEW ENGLAND VILLAGE except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of NEW ENGLAND VILLAGE: and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of said land described in Exhibit A, including all common land, and mutually to benefit, guard and restrict future residents of NEW ENGLAND VILLAGE and to foster their health welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are sometimes hereafter termed "restrictions", are jointly or severally for the benefit of all persons who may purchase, hold or reside upon, any of the property covered by this instrument; and

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots, Condominium Units and parcels of land in any plat of NEW ENGLAND VILLAGE, all as described herein as follows, to-wit:

I

CONVEYANCE TO TRUSTEES

WHEREAS, First Party shall by General Warranty Deed simultaneously herewith convey to the Trustees herein designated in perpetuity the following described real estate, situated in the County of St. Louis, State of Missouri:

The area designated as "Common Ground" on the Plat of NEW ENGLAND VILLAGE according to plat thereof recorded in the 26<sup>th</sup> day of Sept, 1979, as Daily No. 270 of the St. Louis County Recorder's Office.

This trust shall continue for the duration of this NEW ENGLAND VILLAGE, a Subdivision to be developed under the Ordinances of St. Louis County, it being the intent of the First Party that the

common properties held hereunder be and remain used and maintained for the common benefit of all lot owners, Condominium Unit owners and residents so long as all or part of NEW ENGLAND VILLAGE shall be developed for residential and commercial purposes, and such residential areas may include Condominium Units, in substantially the form presently anticipated. Upon vacation of the subdivision constituting this Planned Environment Unit, title to the common land shall thereupon be conveyed from the then Trustees to the then lot and Condominium Unit owners of NEW ENGLAND VILLAGE as tenants in common.

II  
RESERVATION OF EXPENDITURES

First Party reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for sewers, gas pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of any subdivision in the tracts described in Exhibit "A" attached hereto and made a part hereof.

III  
DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be ALLAN T. KNOFF, PAUL D. KNOFF and DARRYL E. KNOFF, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity, subject to the terms and provisions of this paragraph. Whenever any of said Trustees or Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time that the Party of the First Part does not own any of the property described in Exhibit A hereto attached or does not own any property in any plat of NEW ENGLAND VILLAGE at which time a meeting of the then record owners in fee simple title to lots and Condominium Units in all plats of NEW ENGLAND VILLAGE shall be called by notice of meeting signed by at least three (3) lot or Unit owners, sent by first class mail to, or personally served upon, all of such record lot and Unit owners at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The notice shall specify the time and place of meeting, which place shall be in St. Louis County, Missouri. At such meeting, or any



adjournment thereof the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees until their successors have been duly appointed or elected and qualified. After three (3) have been elected, by lot one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their successors being elected to terms of three (3) years each. At such meeting, each such lot owner and Condominium Unit owner whether attending in person or by proxy, shall be entitled to one vote for each full lot or unit owned by him. The results of such elections shall be certified by the persons elected Chairman and Secretary. A majority of the lot and unit owners whether there by person or by proxy shall constitute a quorum. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinabove provided and any business relevant or pertinent to the affairs of any plat of NEW ENGLAND VILLAGE may be transacted at any meeting of owners in conformity with this procedure.

To the contrary notwithstanding, one third (1/3) of the Trustees shall be chosen by owners of developed lots and Condominium Units after 50% of the lots in NEW ENGLAND VILLAGE have been sold; two thirds (2/3) of the Trustees shall be chosen by owners of developed lots and Condominium Units after 95% of all of the lots in NEW ENGLAND VILLAGE have been sold; all of the Trustees shall be chosen by owners of developed lots and Condominium Units after all of the lots and units of NEW ENGLAND VILLAGE have been sold.

Where the provisions of such a trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the County Council may upon the petition of any concerned resident or property owner of NEW ENGLAND VILLAGE, appoint one or more Trustees to fill vacancies until such time as Trustees are elected in accordance with the trust indenture. Any person so appointed who is not a resident or property owner within NEW ENGLAND VILLAGE shall be allowed a reasonable fee for his services by order of appointment; which fee shall be levied as a special assessment against the property in NEW ENGLAND VILLAGE, and which shall not be subject to any limitations on special assessments contained in the trust indenture or elsewhere.

IV

TRUSTEES' DUTIES AND POWERS

First Party hereby invests Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1) To acquire and hold the common land hereinabove described and conveyed to Trustees by separate instrument on even date herewith, which said common land is set forth and shown on the plat of NEW ENGLAND VILLAGE, all in accordance with and pursuant to the aforesaid resolution of the St. Louis County Council and in accordance with and subject to the provisions of this instrument, and to deal with any common lands so acquired under the provisions hereinafter set forth.

2) To exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), entrances lights, street lights, common land, cul-de-sacs, park areas, lakes (including restrictions of use of same), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on any recorded plat of NEW ENGLAND VILLAGE as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street lights, entrance markers, streets, roads, and any other non-public items by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots and condominium units shown on said plat.

3) To exercise control over the common land and cul-de-sacs shown on said plats; pay real estate taxes and assessment herein provided; to repair, maintain and improve same with shrubbery, vegetation, decorations buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education

and general use of the owners of lots in NEW ENGLAND VILLAGE all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots and Condominium Units in NEW ENGLAND VILLAGE and according to the discretion of the Trustees.

4) To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restrictions set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees conveying the use of said common land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any property owner to proceed in his own behalf, but the power and authority herein granted to the Trustee is intended to be discretionary and not mandatory.

5) To dedicate to public use any private streets constructed or to be constructed on the aforescribed tract of land, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

6) To clean up 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, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

7) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures 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. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with. EXCEPT THAT the First Party shall not be governed by the terms and provisions of this Paragraph and First Party may construct any building structure that it may desire so long as it complies with the ordinances of St. Louis County.

The Trustees shall have the power to grant such set back variances as they deem necessary.

8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon the completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9) To establish rules and regulations for the operation of recreational facilities when the same have been provided in common areas and employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for their guests.

10) To purchase and maintain in force, liability insurance, protecting Trustees, lot owners and Condominium Unit owners from any and all claims, for personal injuries and property damage arising from use of common areas and facilities.

11) In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ

agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

12) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of trust as well as the time fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

13) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, park areas, lakes, shrubbery, entrance markers and any and all other non-public items including, but not limited to, storm water sewers, sanitary sewer trunks and all other items used by the owners of the lots and Condominium Units in NEW ENGLAND VILLAGE.

V.

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots and Condominium Units in New England Village for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:



1. (a) The Trustees and their successors are authorized to make uniform assessments, except as hereinafter provided, of not to exceed One Hundred Fifty Dollars (\$150.00) per lot and Condominium Unit in each calendar year upon and against the several lots, units or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, "Common Land", utilities, parking spaces and trees in the corsswalks, swimming pools, tennis courts, club houses and other recreational facilities; and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owned.

(b) Commencing with the sixth annual assessment to be made hereunder, and each five years thereafter, the fixed annual assessment per lot and Condominium Unit shall not exceed the greater of (i) \$150.00 or (ii) the number of dollars equivalent to the purchasing power of \$150.00 for the month in which this Indenture is recorded. Such number of dollars shall be determined by dividing \$150.00 by the index for said month of recording as computed in the Consumer Price Index made by the Bureau of Labor Statistics of the United States Department of Labor, and then multiplying the quotient by the similar index number for the month in which the sixth annual assessment (and each succeeding sixth annual assessment thereafter) commences. If the Bureau of Labor Statistics shall change the base period in effect during the month in which this Indenture is recorded, the new index figure applicable as a divisor and multiplier shall be correspondingly changed. In the event such statistics showing the purchasing power of United States Dollars shall be used instead, and the table to be used shall be designated by the Trustees.

(c) If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required, to the owners of each lot and Condominium Unit in the Subdivision. This additional assessment



must then be approved in writing by 55% of such owners. The approval may be obtained by the Trustees by securing the signatures of not less than 55% of the owners of lots and Condominium Units in the Subdivision to an agreement authorizing the additional assessments or by the affirmative vote of at least 55% of such owners in the Subdivision at a meeting called for such purpose. Notice of such special assessment shall be given with such assessment becoming delinquent thirty (30) days after the date of such notice.

2. All assessments shall bear interest at the rate of twelve percent (12%) per annum from the date of delinquency and such assessment, together with interest shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages, or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustee shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

In addition to the foregoing assessments, each lot and/or residence unit shall be assessed for sanitary sewer purposes by Metropolitan Sewer District, its successors and assigns.

The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings & Loan Insurance Corporation. The treasurer shall be bonded for the proper performance of his duties in an amount fixed by the Trustees.

The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

VI

INDENTURE OF RESTRICTIONS

The Party of the First Part, being the owner of the following described real estate lying and being situated in St. Louis County, Missouri and being more particularly described in Exhibit "A" attached hereto and made a part hereof, by this Indenture do impose upon all property and common land in NEW ENGLAND VILLAGE, the following restrictions and conditions, to-wit:

- 1) Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them.
- 2) Land Use and Building Type: All land in the NEW ENGLAND VILLAGE Subdivision shall be developed in accordance with the Planned Environment Unit Ordinance of St. Louis County that covers such land.
- 3) Dwelling Cost, Quality and Size: The construction cost of each residential dwelling or unit in NEW ENGLAND VILLAGE shall not be less than \$40,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings and units shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are corded; Provided however, the minimum cost as adjusted shall not be raised to a cost higher than the average cost of the existing buildings in the Subdivision.
- 4) Placement of Improvements: Buildings shall be placed on lots only in the manner approved by the Trustees, subject to terms and provisions of Article IV, Paragraph 7, Page 6, with the front and side building set-back lines being at least those required by St. Louis County Zoning Ordinances for the Subdivision. Condominiums shall be placed as set out on the plat covering said Condominiums and in accordance with the St. Louis County Zoning Ordinance covering this Subdivision with the approval of the Condominium Board of Managers subject, however, to the provisions of Article IV, Paragraph 7 Page 6 above.

5) Basements: The easements shown on the recorded plat for installation and maintenance of utilities and drainage facilities are hereby reserved and the same shall run with the land.

6) Signs: No signs shall be erected or displayed in public view on any lot other than those used for commercial use except the (1) sign, not larger than five (5) square feet, advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by the Party of the First Part in the development of the subdivision. Should the Party of the First Part not develop all the land and should he convey any part to other builders, the Trustees may grant such other builders or developers the right to place suitable signs on lots or in Condominium areas during construction and prior to initial sale of the buildings constructed thereon. The sign permitted shall not exceed 5 square feet in size.

7) Livestock and Poultry: No animals, livestock or poultry shall be raised, bred or kept on any lot, EXCEPT THAT, household pets, in limited numbers, may be kept provided they are not maintained for any commercial purposes.

8) Fences: No fences or screening shall be erected or maintained on any lots other than fences allowed by County Ordinances and same shall not exceed 6 feet in height.

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

10) Abandoned Vehicles: No trucks, campers, recreational vehicles, boats and/or construction vehicles of any kind and description may be parked on any of the driveways or streets of the subdivision. All such vehicles must be garaged. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the common ground or the lots or Condominium areas of this subdivision. If said motor vehicles are so stored or remain on the aforesaid premises, Trustees shall take the necessary action to remove same.

11) Nuisances: No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance.

No trucks or other commercial or industrial rolling stock or equipment may be stored or suffered to remain upon said tract of land covered hereunder except such as may be conveniently garaged within the buildings upon the premises save for his personal transportation. No motor vehicle which is nonusable, inoperative or in a neglected state of disrepair shall be permitted to be stored or suffered to remain upon said tract of land covered hereunder.

No sign of any kind shall be permitted or erected or suffered to remain anywhere, on anything, except one single or double faced "For Sale" or "For Rent" sign in addition to the name, address, and/or telephone number of the person offering said property for sale or for rent. Said sign shall not exceed five (5) square feet in size. Directional Signal and Usage Signal necessary for commercial, multi-family and facility is permitted but must be approved by Trustees.

No fences or screening shall be erected or maintained on any land between the building setback lines and the street upon which that lot fronts. Fences may be maintained on other portions of the land only with the written consent of the Trustees shall be conclusive.

12) Liability of Trustees: Trustees not to be Compensated: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items in excess of the assessment collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion deem necessary. Neither the Trustees nor successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.



13) Slope Control Areas: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot and the Condominium area and all improvements in them shall be maintained continuously by the owners of the lot or the Board of Managers of the Condominium, except for those improvements for which public authority or utility company is responsible.

14) Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 3 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage lines is maintained at sufficient height to prevent obstruction of such sight lines.

15) Amendment: This Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of two-thirds (2/3) of the Lot Owners and owners of the Condominium Units in the subdivision then included under the terms of this Indenture. Any such amendments, alterations, change or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deeds for the County of St. Louis, Missouri, become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of the Party of the First Part so long as it is an Owner of one lot or Condominium Unit in any plat of NEW ENGLAND VILLAGE. Any amendment so adopted prior to the completion of the development shall be reviewed by the Director of Planning of St. Louis County, Missouri.

16) Invalidation: Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

IN WITNESS WHEREOF, the Party of the First Part and the  
Parties of the Second Part have hereunto executed this Indenture  
the 05 and year first above written.

FIRST PARTY:

A. T. KNOPF, INC.

By: Allan T. Knopf  
President  
Allan T. Knopf

SECOND PARTY: TRUSTEES

Allan T. Knopf Allan T. Knopf

Darryl K. Knopf Darryl K. Knopf

Paul D. Knopf Paul D. Knopf

ATTEST:

Carole Ann Knopf  
Secretary  
Carole Ann Knopf





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

On this 9th day of August, 1979, before me appeared Allan T. Knopf, to me personally known who being by me duly sworn stated that he is the President of A. T. Knopf, Inc., a corporation of the State of Missouri, and that the seal affixed to the 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 the Board of Directors in that said Carole Ann Knopf (Secretary thereof) acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the date and year first above written.

Jaclyn A. Berry  
Notary Public  
Jaclyn A. Berry

My Commission Expires:  
10/27/81

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

On this 9th day of August, 1979, before me personally appeared ALLAN T. KNOPF, PAUL D. KNOPF and DARRYL K. KNOPF, to me known to be the persons described herein and who executed the foregoing instrument, and being duly sworn did say that they are the present TRUSTEES of NEW ENGLAND VILLAGE SUBDIVISION located in the County of St. Louis, State of Missouri, and they executed said instrument as the Trustees of said subdivision and acknowledged that they executed the same as their free act and deed of said Subdivision.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official in the County and State aforesaid, the day and year first above written.

Jaclyn A. Berry  
Notary Public  
Jaclyn A. Berry

My Commission Expires:  
10/27/81





1-1681-16

Kenneth Balk and Associates, Inc.  
Architects-Engineers-Planners

### legal description

Client: A. T. Knopf, Inc.

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Date September 25, 1979

Location: St. Louis County, Missouri

By Robert J. Manfredi  
Robert J. Manfredi

#### NEW ENGLAND VILLAGE Exhibit 'A'

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A tract of land in Sections 22 and 27, Township 43 North, Range 6 East, St. Louis County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of the aforesaid Section 27 and proceeding southwardly along the east line of said Section 27 South 00 degrees 03 minutes 27 seconds East 50.00 feet to the Point of Beginning;

thence continuing southerly along said east line of Section 27, South 00 degrees 03 minutes 27 seconds East 887.88 feet to a point;

thence leaving said east line of Section 27 South 49 degrees 07 minutes 15 seconds West 281.33 feet to a point, said point also being the most westerly corner of a tract now or formerly of Wilber Haeger as recorded in Book 4134, Page 254 of the St. Louis County records;

thence along the western line of said Haeger tract to a point on the north right-of-way line of State Route V-V (Telegraph Road), South 40 degrees 53 minutes 31 seconds East 200.01 feet;

thence southwesterly along the north right-of-way of said Telegraph Road along a curve to the right having a radius of 4,414.30 feet, a delta of 00 degrees 47 minutes 57 seconds and an arc length of 61.57 feet, a chord bearing of South 49 degrees 33 minutes 24 seconds West to a point of compound curvature;

thence along a curve to the right having a radius of 1,195.90 feet, a delta of 02 degrees 34 minutes 46 seconds and an arc length of 53.84 feet, a chord bearing of South 51 degrees 14 minutes 46 seconds West to a point;

thence continuing along the north right-of-way line of said Telegraph Road, North 89 degrees 58 minutes 13 seconds East, 16.34 feet to a point;

thence along a curve to the right having a radius of 1,205.90 feet, a delta of 07 degrees 24 minutes 16 seconds and an arc length of 155.84 feet, a chord bearing of South 55 degrees 37 minutes 18 seconds West to a point;

BOOK 7198 PAGE 835



Kenneth Balk and Associates, Inc.  
Architects-Engineers-Planners

## legal description

- 1 thence departing from the north right-of-way line of said Telegraph Road and proceeding along the east line of a tract owned by John and Nattie Becker as recorded in Book 6999, Page 989 of the records of St. Louis County, North 33 degrees 51 minutes 47 seconds West 199.36 feet to a point;
- 5 thence along the north property line of said Becker tract, South 70 degrees 01 minutes 03 seconds West, 227.78 feet to a point;
- thence continuing along the north line of said Becker tract and along the north line of a tract now or formerly owned by Robert and Barbara Barton as recorded in Book 6981, Page 269 of the St. Louis County records, South 89 degrees 58 minutes 13 seconds West 723.89 feet to a point, said point being the northwest corner of said Barton tract;
- 10
- thence southerly along the west line of the aforesaid Barton tract South 00 degrees 06 minutes 13 seconds West 299.13 feet to a point in the north right-of-way line of State Route V-V (Telegraph Road);
- 15
- thence proceeding southwesterly along the north right-of-way line of said Telegraph Road along a curve to the left having a radius of 1,452.76 feet, a delta of 13 degrees 04 minutes 52 seconds and an arc length of 331.68 feet, a chord bearing of South 72 degrees 49 minutes 09 seconds West to a point;
- 20
- thence North 23 degrees 43 minutes 17 seconds West 5.00 feet to a point;
- thence continuing along the north right-of-way line of said Telegraph Road along a curve to the left having a radius of 1,457.76 feet, a delta of 06 degrees 09 minutes 00 seconds and an arc length of 156.47 feet, a chord bearing of South 63 degrees 12 minutes 13 seconds West to a point;
- 25
- thence South 29 degrees 52 minutes 17 seconds East 10.00 feet to a point;
- 30
- thence continuing along the north right-of-way line of said Telegraph Road along a curve to the left having a radius of 1,447.75 feet, a delta of 17 degrees 26 minutes 30 seconds and an arc length of 440.72 feet, a chord bearing of South 51 degrees 24 minutes 28 seconds West to a point of tangency;
- 35
- thence continuing along the north right-of-way line of Telegraph Road South 42 degrees 41 minutes 13 seconds West 825.21 feet to a point;
- thence leaving said right-of-way of said Telegraph Road South 89 degrees 57 minutes 25 seconds West 1,133.74 feet to a point in the eastern most line of U.S. Survey 2026;
- 40
- thence North 00 degrees 05 minutes 00 seconds West 1,374.45 feet to a point, said point being the northeast corner of U.S. Survey 2026;
- 45
- thence South 89 degrees 52 minutes 52 seconds West, 1,470.90 feet to a point;





Kenneth Balk and Associates, Inc.  
Architects-Engineers-Planners

Page 3 of 4  
Date Sept. 25, 1979  
1-1681-16

## legal description

1 thence North 49 degrees 10 minutes 58 seconds East, 573.82 feet to a point, said  
point being on the south line of a tract now or formerly of A.B. & D. Blount as  
recorded in Book 3961, Pages 345 and 346 of the St. Louis County recorders office;

5 thence continuing along the south line of said Blount tract South 62 degrees 45  
minutes 33 seconds East, 537.24 feet to a point;

thence South 15 degrees 16 minutes 37 seconds West, 113.52 feet to a point;

thence North 84 degrees 04 minutes 37 seconds East, 163.00 feet to a point;

10 thence North 71 degrees 45 minutes 39 seconds East, 313.20 feet to a point;

thence North 81 degrees 00 minutes 04 seconds East, 166.72 feet to a point;

15 thence North 76 degrees 16 minutes 19 seconds East, 400.11 feet to a point;

thence North 52 degrees 51 minutes 10 seconds East, 220.52 feet to a point;

thence North 43 degrees 27 minutes 39 seconds East, 196.03 feet to a point;

20 thence North 60 degrees 07 minutes 36 seconds East, 188.43 feet to a point;

thence South 74 degrees 46 minutes 46 seconds East, 932.63 feet to a point;

25 thence South 63 degrees 20 minutes 47 seconds East, 200.90 feet to a point;

thence South 84 degrees 25 minutes 47 seconds East, 517.11 feet to a point;

thence North 00 degrees 06 minutes 13 seconds East, 646.24 feet to a point;

30 thence North 66 degrees 58 minutes 41 seconds East, 263.45 feet to a point;

thence North 13 degrees 29 minutes 40 seconds East, 351.45 feet to a point, said  
point being on the south line of said Section 22;

35 thence proceeding westerly along the south line of said Section 22, North 89 degrees  
53 minutes 34 seconds West, 323.59 feet to a point;

thence North 89 degrees 57 minutes 23 seconds West, 1,706.98 feet to a point, said  
point also being the most southeasterly point of a tract now or formerly of Bertram  
40 B. Culver as recorded in Book 421, Page 434 of the records of the St. Louis County  
recorders office;

thence leaving the south line of said Section 22 and proceeding northerly along the  
45 northerly line of said Culver tract North 00 degrees 02 minutes 16 seconds East,  
160.40 feet to a point;



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Architects-Engineers-Planners

## legal description

- 1 thence North 44 degrees 22 minutes 44 seconds West, 343.73 feet to a point;  
thence North 34 degrees 12 minutes 27 seconds West, 269.43 feet to a point;  
thence North 67 degrees 01 minutes 24 seconds West, 326.30 feet to a point, said  
5 point being the most northerly corner of the aforesaid Culver tract;  
thence departing from the north line of said Culver tract and proceeding North 27  
degrees 37 minutes 06 seconds East, 391.60 feet to a point;
- 10 thence North 29 degrees 50 minutes 36 seconds East, 382.00 feet to a point;  
thence North 24 degrees 51 minutes 31 seconds East, 672.00 feet to a point;  
thence North 30 degrees 35 minutes 13 seconds East, 430.61 feet to a point;
- 15 thence North 08 degrees 16 minutes 13 seconds East, 311.00 feet to a point;  
thence North 86 degrees 47 minutes 47 seconds West, 190.00 feet to a point;
- 20 thence South 00 degrees 48 minutes 13 seconds West, 1,355.86 feet to a point, said  
point being the most southwestern point of a tract now or formerly of Vigus  
Quarries, Inc. as recorded in Book 6506, Page 2108 of the records of St. Louis  
County;
- 25 thence proceeding along the southern line of said Vigus Quarries Inc. tract, North  
89 degrees 58 minutes 13 seconds East, 2,165.75 feet to a point, said point being on  
the western most line of a tract now or formerly of William B. Nottelmann as recorded  
in Book 6206, Page 429 of the records of St. Louis County;
- 30 thence proceeding along the western line of said Nottelmann tract South 00 degrees  
55 minutes 30 seconds East, 1,360.60 feet to a point, said point being on the south  
line of said Section 22;
- thence South 00 degrees 03 minutes 27 seconds East, 50.00 feet to a point;
- 35 thence South 89 degrees 53 minutes 34 seconds East, 495.00 feet to the Point of  
Beginning, of the above described tract containing 227.09 acres, more or less,  
according to survey; prepared by Fox & Cole Engineering and Surveying dated  
August 14, 1978 and February 22, 1979.

40

45

END OF DOCUMENT

BOOK 7198 PAGE 838

POLICY 96- A  
NEW ENGLAND VILLAGE SUBDIVISION  
FINE POLICY

WHEREAS, the New England Village Homeowners Association, Inc. is charged with enforcement of the provisions and restrictions of the Association's Indenture of Trust and Restrictions as well as any Rules or Regulations it adopts, and some violations may not warrant the dramatic remedies such as injunction, physical removal and other remedies available to the Board, and

WHEREAS, the Board has the right in Article IV, Sections 3 and 9 to adopt rules and regulations.

NOW THEREFORE, it is resolved that the Association Board does hereby adopt the following fine policy:

A. Any homeowner, his family members, tenants, guests, invitees or workmen who violate a provision of the Declaration, Bylaws, and/or Rules or Regulations, may subject the homeowner under whose authority they are on the premises to a fine pursuant to the following terms:

1. The violation of any provision shall subject the homeowner to a fine of \$50.00 for the first violation, \$75.00 for the second violation and \$100.00 for the third and each subsequent violation.

B. In order to impose a fine, the Board must notify the responsible homeowner in writing and the homeowner shall have ten (10) days to request a hearing in writing or to send in a statement or evidence regarding the alleged offense to be considered in lieu of a hearing.

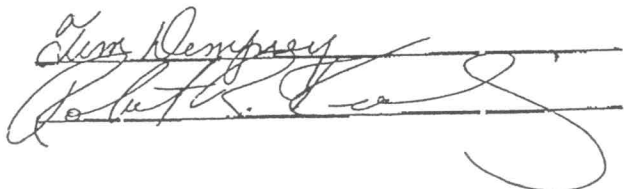
1. If a hearing is requested, no fine shall be final until the hearing is held, and a final determination is made on the violation and a fine is finalized.

2. If there is no request for a hearing, the fine shall be final twenty (20) days after the date the fine notice was sent.

C. Nothing in this Policy shall prevent the Board from taking other actions such as filing suit or removal of property while the hearing on the fine is pending.

This Fine Policy was adopted by the undersigned Board of Directors on this 23<sup>rd</sup> Day of September 1996.







**EASEMENT DEED**

This Deed Made and entered into this 27th day of February, Nineteen Hundred and Ninety-Five, by and between the **TRUSTEES OF NEW ENGLAND VILLAGE** of the County of St. Louis, State of Missouri, parties of the first part, and **ANITA L. HAEGER, DAVID L. HAEGER, JAMES A. HAEGER, AND RONALD W. HAEGER**, 6897 Telegraph Road, St. Louis, Missouri 63129, of the County of St. Louis, State of Missouri, parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents *Grant, Bargain and Convey* unto the said parties of the second part,

*An Easement* for the following purposes:

to use the roadway to be constructed on the real estate described below solely for lawful purposes connected with the residential dwelling of the parties of the second part, their heirs and assigns, but for no commercial purposes or otherwise, which precluded use by the parties of the second part, their heirs or assigns, shall cause termination of said easement herein, and also to maintain, repair, remove, reinstall, and replace said roadway as proper and necessary for such residential purposes,

over the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

A tract of land in Section 27, Township 43 North, Range 6 East, in St. Louis County, Missouri, and being more particularly described as follows:

Commencing in the westernmost corner of property conveyed to Anita L. Haeger, a life estate, with remainder to David L. Haeger, James A. Haeger and Ronald W. Haeger, as tenants in common, by instrument recorded in Deed Book 8419, page 1119, of the St. Louis County Records; thence along the northwestern line of said Haeger property, said western corner lying on the southeastern line of property conveyed to the Trustees of New England Village, by instrument recorded in Deed Book 7379, page 1782, of the St. Louis County Records, North 49 degrees 07 minutes 15 seconds East, a distance of 33.06 feet to the point of beginning; thence

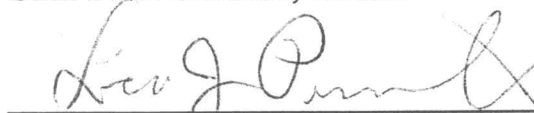
310

leaving said northwest line, along an arc of a curve to the left having a radius of 83.40 feet, a chord bearing North 32 degrees 19 minutes 43 seconds West 24.77 feet, an arc distance of 24.86 feet to a point on the northwest line of the aforementioned New England Village property, said northwest line also being the southeastern right-of-way line of Stony Ridge Drive (50 feet wide); thence along said northwest line, North 43 degrees 47 minutes 03 seconds East, a distance of 22.08 feet to a point; thence leaving said northwest line along an arc of a curve to the right having a radius of 105.40 feet, a chord bearing South 34 degrees 42 minutes 09 seconds East 26.71 feet, an arc distance of 26.78 feet to a point on the aforementioned northwest line of said Haeger property; thence along said northwest line, South 49 degrees 07 minutes 15 seconds West, a distance of 22.79 feet to the point of beginning and containing 568 square feet, more or less.

*To Have and to Hold* the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to their heirs and assigns forever.

*In Witness Whereof*, the said parties of the first part have executed these presents the day and year first above written.

  
\_\_\_\_\_  
GLENNON SIEMER, Trustee

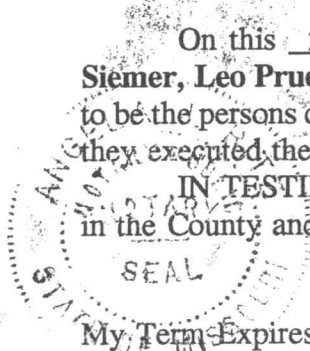
  
\_\_\_\_\_  
LEO PRUENTE, Trustee

  
\_\_\_\_\_  
ROBERT KESSELRING, Trustee

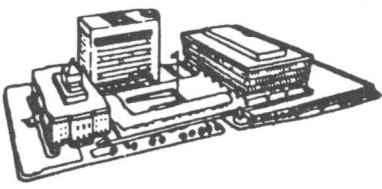
State of Missouri     )  
                                  ) ss.  
County of St. Louis    )

On this 27th day of February, 1995, before me personally appeared **Glennon Siemer, Leo Prunte, and Robert Kesselring, Trustees of New England Village** to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as Trustees.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



  
\_\_\_\_\_  
Notary Public     Angela J. Ritz



REC-1/89 Rev-4/94

DANIEL T. O'LEARY  
RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver  
Director of Revenue



# RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF INSTRUMENT, AND ALSO AT THE FOOT OF THIS PAGE.)

STATE OF MISSOURI) SS  
COUNTY OF ST. LOUIS) SS  
FILED FOR RECORD

95 MAR -7 PM 1:07

RECORDER OF DEEDS  
ST. LOUIS COUNTY, MO.

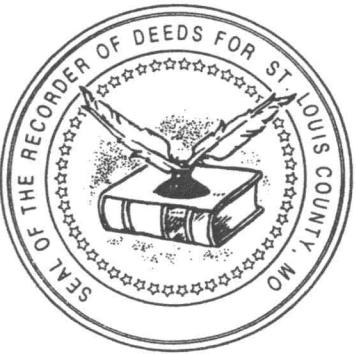
STATE OF MISSOURI )  
                                  )    SS.  
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

Daniel T. O'Leary  
Recorder of Deeds  
St. Louis County, Missouri

By [Signature]  
Deputy Recorder



### RECORDING FEES

DOCUMENT \$ 11-  
STATE USER \$ 4.00  
FAHF FUND \$ 3.00  
POSTAGE \$ .32  
TOTAL \$ 21.32

3

Filed for Record Mar 07, 1995

Daily No. 00310

B-10443 P-0379/0381

STINATION DE	NOTATION
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Do Not Remove This Page

NEW ENGLAND VILLAGE CONDOS

500/10

POLICY NUMBER 86-10

PARKING POLICY

All common areas designated as parking are solely for the personal use of unit owners, their families, guests and tenants to park cars, vans and pick-up trucks that are used on a regular basis. No R.V.s, boats, trailers, large trucks or commercial vehicles (except those making service calls) may be parked on any of the streets or drive-ways of the condominium. All such vehicles must be garaged. (Carports are not considered a garage.)

No vehicle, which is not in operating condition or which because of mechanical or other defect ( i.e., flat tire, severe body damage, broken window, open trunks, unlicensed, not inspected, leaking gas, or oil...), or constitutes a nuisance in the opinion of the Board of Managers and/or the Managing Agent, shall be parked or left in the common area. No vehicle shall be parked or left in the common area for the purpose of being repaired or offered for sale.

Any vehicle which is in violation of this policy shall be given a 48 hour warning notice which shall be attached to the vehicle. Forty-eight ( 48) hours after such notice has been posted, the vehicle shall be subject to a fine of \$5.00 per day for each day the violation continues (which if unpaid shall constitute a lien against the unit in which the vehicle owner or user is living or visiting) and/or towing of the vehicle at the owner's expense.

ADOPTED THIS 24th DAY OF September, 1986, BY THE NEW ENGLAND VILLAGE CONDOS BOARD OF MANAGERS.

Frances Carreon  
Frances Carreon, President

Ken G. Schaper  
Ken Schaper, Treasurer

Jan Barker  
Jan Barker, 1st Vice Pres.

Claire Harris  
Claire Harris, Secretary

Joyce Hoffman, 2nd Vice Pres.

STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
FILED FOR RECORD

383

1986 DEC 22 PM 1:24

ST. LOUIS COUNTY MO

STATE OF MISSOURI  
COUNTY OF ST. LOUIS ss,

On this 24th day of September, 1986,  
before me appeared Frances Carreon, Jan Barker,  
Ken Schaper, Claire Harris, and \_\_\_\_\_,  
to me personally known to be the Board of Managers of New England Village Condos,  
who acknowledged that they did sign the foregoing instrument, and that the same is  
their free act and deed, and that they are duly authorized to sign on behalf of  
the Condominium.

Pamela Olson  
Notary Public

My commission expires:

Pamela Olson, Notary Public  
St. Louis County, State of Missouri  
My Commission Expires Nov. 14, 1988



END OF DOCUMENT

BOOK 8036 PAGE 1896