

DEED OF RESTRICTIONS

This instrument made and entered into on the 19th day of July, 1957, By and Between WILLIAM H. FERGUSON and HELEN FERGUSON, his wife, hereafter referred to as the Grantors, WITNESSETH:

Whereas, the Grantors have caused a certain tract of land to be laid out as a subdivision, under the name of "CREEKWOOD", a subdivision in the Northeast quarter of the Southwest quarter of Section Twenty-four (24), Township Forty--three (43), Range Five (5) East, and a plat thereof has been made and recorded in the recorder's office of Jefferson County, Missouri, on the 19th day of July, 1957.

Creekwood, recorded in Plat Book 18 at Page 15 of the Jefferson County Land Records.

Creekwood, corrected plat recorded in Plat Book 18 at Page 24 of the Jefferson County Land Records.

Creekwood Terrace, a resubdivision of Creekwood, recorded in Plat Book 19 at Page 17 of the Jefferson County Land Records.

Creekwood Acres, recorded in Plat Book 23 at Page 16 of the Jefferson County Land Records.

Creekwood Acres Plat 2, recorded in Plat Book 35 at Page 16 of the Jefferson County Land Records.

Creekwood Acres Plat 2, resubdivision of certain lots, recorded in Plat Book 56 at Page 5 of the Jefferson County Land Records. ***FROM FIRST AMENDMENT TO RESTRICTIONS APPLYING TO "CREEKWOOD SUBDIVISION"***

Now, Therefore, the Grantors in consideration of the promises and for the mutual benefit of the Grantors and the future owners of the several lots in said subdivision, hereby agree to establish certain restrictions and conditions to run with the land, as to both Grantors and the future owners, their heirs, successors and assigns as follows:

We reserve the right and authority to grant to public utility company or companies, the right and easement to construct, operate and maintain electric or telephone line or lines of poles and wires and appurtenances thereto, on, over, and along the rights of way of said road and drive, and over the front five feet of any of said lots, together with the right and authority to trim trees or to cut down and remove any or all trees or obstructions on the right of way of said road and drive, and the front five feet of any of said lots, which may now or hereafter interfere with the construction, operation or maintenance of said line or lines.

The following restrictions shall be subject to proper enforcement clauses:

1. All buildings must be kept at least ten (10) feet from the outer boundary of any ownership.
2. All buildings must be used for residential purposes, and shall not be used for commercial purposes of any nature. All buildings must have a main floor area (exclusive of porches) or not less than

Seven Hundred Twenty (720) square feet, and have a solid continuous foundation of stone, concrete, concrete block or brick. The exterior portions of the residence must be constructed or new material, completed and painted before occupancy. All roofs must be of shingle type of standard material. Roll tar paper shall not be used on outer exposed walls of any buildings. Each lot will be limited to one out-building and garage not to exceed 400 square feet, to be constructed of new suitable material comparable to that of residence.

3. Scrap material, rubbish, or debris shall not be permitted to accumulate upon the premises.
4. Outside toilets shall not be permitted.
5. The discharge of waste water from plumbing fixtures shall not be permitted to present a hazard to the health of property owners. Installation of septic tanks and disposal beds shall meet with the specifications and approval of the Jefferson County Health Department.
6. Hogs or goats shall not be permitted or maintained on any lot. Any other livestock, poultry, dogs, or pets maintained or permitted on the premises must be kept in such a manner so as not to be objectionable by reason of noises, flies, odor or unsanitary conditions or permitted to become a nuisance or annoyance to neighbors.
7. The owners of lots in this subdivision shall be liable for their proportionate share of the expense of the repair and maintenance of all roads and drives, as shall be determined by the owners of a majority of the lots of this subdivision. In the event, however, any lot owner refuses to pay the amount of such expenses as shall be assessed as aforesaid, and it shall be necessary to employ an attorney to collect such assessment, such lot owner in that event, will be liable to pay a reasonable attorney fee in addition to such assessment as aforesaid. **DELETED IN ENTIRETY BY FIRST AMENDMENT TO RESTRICTIONS 12/3/73 -1.1**
8. Any lot owner or any person having any right, title or interest in any lot in this subdivision, shall have the right to prevent or stop violation of any section of said restrictions, by injunction or other lawful procedure, and to claim and recover any damages awarded as a result of such violation, together with all attorney's fees expended in such cause.
9. These restrictions may be changed, amended or abrogated by the written consent of the owners of not less than eighty per cent of the lots in this subdivision, duly signed and acknowledged and filed for records in the recorder's office of Jefferson County, Missouri. **DELETED IN ENTIRETY BY FIRST AMENDMENT TO RESTRICTIONS 12/3/73 - 1.2**
10. These restrictions, subject to any change or amendment thereto or abrogation in manner as above provided, shall run for a period of twenty-five years from the date hereof, at the expiration of which period the owners of a majority of the lots shall have the right to renew them for a like period. **DELETED IN ENTIRETY BY FIRST AMENDMENT TO RESTRICTIONS 12/3/73 - 1.3.**

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.

Signed by William and Helen Ferguson

ADDED BY FIRST AMENDMENT TO RESTRICTION 12/3/73

1.4 There is hereby created a Board of Trustees to be known as "Creekwood Subdivision Trustees". The Board of Trustees shall be composed of five (5) members, each of whom are owners of lots in these Creekwood Subdivisions, any of whom must be over the age of twenty-one (21) years. The members of the Board of Trustees shall serve without pay and shall be elected by vote of the lot owners in these Creekwood Subdivisions and in said elections each lot shall be entitled to two (2) votes. For purposes of trustee elections, each lot in these Creekwood Subdivision is defined to mean the lot as originally platted or as platted by any resubdivision, with the latest resubdivision plat to control. The term of office for each member of the Board of Trustees shall be three (3) years. The Board of Trustee members shall be elected annually at an election to be held on the second Saturday of January in each year. Any person otherwise qualified to hold the office of a member of the Board of Trustees may declare his candidacy in writing to the Board of Trustees within thirty (30) days before the annual election. Write-in candidates will be permissible and the ballot shall provide therefore. Elections for trustee members shall be conducted by secret ballot cast at designated polling places or the Board of Trustees may provide for balloting by mail.

1.5 The initial Board of Trustees shall be elected and constituted as follows:

One a specified date to be designated by the "Creekwood Road Improvement Committee" which said specified date shall be set within thirty (30) days after the recordation of this instrument, and which so specified date shall be designated as the initial election date of the Board of Trustees, Upon specification, designation and notice of said initial election date, all persons qualified and desiring to be candidates for elections to the initial Board of Trustees shall so declare their candidacy in writing at least ten days prior to the above specified initial election date with said designation of candidacy to be filed with the aforesaid committee. The initial election to be conducted under the auspices of the aforesaid Committee may be by ballot cast at a designated polling place or places, or may be by balloting by mail. The two candidates receiving the highest number of votes shall serve for an initial term of three (3) years. The two (2) candidates receiving the highest number of votes shall serve for an initial term of two years. The candidate receiving the next highest number of votes shall serve for an initial term of one (1) year.

Annually thereafter, the trustees shall be elected to the Board of Trustees. For example, one trustee is to be elected for the provided three year term on the next annual election after the initial Board is constituted. Two trustees are to be elected at the annual election two years after the Board of Trustees is constituted and two trustees are to be elected three years after the initial Board of Trustees is constituted.

Vacancies which occur in the Board of Trustees, whatever the cause may be, shall be filled by vote of the remaining members of the Board and said Board, by said vote, shall so appoint the person to fill the vacancy in the Board of Trustees until the next annual election when said vacancy shall be filled, provided however, that such vacancy shall be filled only for the unexpired term of the vacancy.

1.6 The Board of Trustees shall meet regularly at times and places designated and the Board of Trustees must meet at least four (4) times per year. Minutes of all Board of Trustees meetings shall be kept and be made available for inspection to any and all lot owners in these Creekwood Subdivisions at

all reasonable times. Appropriate notice of the Board of Trustee meeting shall be given and attendance at any Board of Trustees meeting by any Board member, without said Board member specifically objecting to the call and notice of said meeting, shall constitute a waiver of any and all notice of said meeting. All notices shall be given at reasonable times and shall be reasonably calculated to reach the attention of the parties to be so noticed. The quorum necessary to transact business at the meetings of the Board of Trustees shall be three (3) and all motions, resolutions and decisions shall be favorable acted upon and passed only upon a vote of at least three (3) members of the Board.

1.7 The Board of Trustees shall have the power to accept, by deed, gift, conveyance or otherwise, any and all property, real or personal, in or out of these Creekwood Subdivisions and to own the same to the use and benefit of all the lot owners in these Creekwood Subdivisions. The Board of Trustees shall have the power to grant all rights and easements as are presently reserved in the original restrictions by the developers, should the Board of Trustees at any time acquire ownership of any property, real or personal, in or out of these Creekwood Subdivisions. The Board of Trustees shall have the power and authority to implement all of these restrictions, original and otherwise, applying to these Creekwood Subdivisions, inclusive, but not limited to the power in the name of the Board of Trustees to enforce said restrictions by the utilization of all administrative agencies and judicial courts. The Board of Trustees shall have all other powers, whether the same are expressly enumerated herein or not, which powers are necessary so that the Board may properly conduct its business and properly accomplish the purposes and objectives for which the said Board of Trustees was created.

1.8 The Board of Trustees shall have the power annually to assess each lot in these Creekwood Subdivisions with an amount of money not to exceed in any one year more than One Hundred Twenty Dollars (\$120.00). The assessments as made shall be for the use, care, maintenance, upkeep, repair and replacement of all of the common grounds within these Creekwood Subdivisions inclusive of the public ways and roads. The annual assessment shall be made on the first day of April in each year. Prior to the first day in April in each year, the trustees shall meet and determine the amount of the assessment for the year to commence April 1 in each year and shall designate said amount in the minutes of the Trustees meeting. Immediately upon said designation, the Trustees shall notify all lot owners within these Creekwood Subdivisions of the amount of the assessment and all lot owners all receive notice of assessment April 1 in each year. The assessment shall be made on the basis of one assessment per lot with lot being defined as the lot as originally platted or replatted, with the latest replat or resubdivision to control.

The assessment shall be due and payable as of the date same is made, namely April 1st, and the assessment is hereby declared to be delinquent on May 30 following. The Board of Trustees may provide for annual collections of the assessment or may provide a method of installment collection. Delinquent assessments shall bear interest at the rate of eight (8) per cent per annum, said interest to commence on the first day of January, following the first day of April in which the assessment is made. In the event that it is necessary to employ legal counsel to effect a collection of the assessments, the lot owner so assessed and so delinquent shall be responsible for reasonable attorney's fees in connection with said collections, in addition to interest as provided for herein above, in addition to all court costs and expenses.

It is expressly declared that all assessments due and unpaid as of the delinquent date, namely May 30 in each year, shall be and the same are hereby declared to be a lien against the real property and improvement thereon against which the assessment is made. The Board of Trustees shall have all power

and authority to take all necessary steps, be the same in law or in equity, to notice all of said lots with the existence of said liens and to enforce the same and collect all as provided for in accordance with law.

DELETED IN ITS ENTIRETY BY SECOND AMENDMENT TO RESTRICTIONS - 2.1

1.9 The Board of Trustees, in utilizing funds collected as assessments, shall, when any major project is involved, require bids for appropriate contractors. The assessments are declared to be primarily for the maintenance, repair, replacement, upkeep and care of the public streets and roads and ways within these Creekwood Subdivisions. However, normal and ordinary expenses attendant the meeting and record keeping of the Board of Trustees such as supplies, bookkeeping expenses and reasonable salaries may be paid by the Board of Trustees shall, at least annually, render a written accounting and report of all assessments made, collections thereof and expenditures therefrom, to all of the lot owners in these Creekwood Subdivisions.

1.10 Lots Numbered Two (2), Three (3) and Four (4) of the corrected plats of Lots One (1), Two (2), Three (3), and Four (4) of "Creekwood Subdivision recorded in Plat Book 18 at Page 24 of the Jefferson County Land Records and all other lots in these Creekwood Subdivision, upon which there are not improvement are hereby declared exempt for all assessments.

1.11 The original restrictions applying to "Creekwood Subdivision" as recorded in Book 264 at Page 469 and as re-recorded in Book 478 at Page 944, of the Jefferson County Land Records, except insofar as they are mended and changed by reason of this first amendment, are herein reasserted; reconstituted and confirmed.

1.12 The original restrictions and all amendment thereto and all changes thereof are hereby declared to be perpetual.

1.13 The restrictions applying to these Creekwood Subdivisions and al amendments thereto, may be further amended and changed, upon written consent of the owners of not less than sixty-five (65) per cent of the lots in all of these Creekwood Subdivisions, provided however, that lots in these Creekwood Subdivisions, as are identified, enumerated and set forth in Paragraph 1.10 hereof, may not be assessed as provided for in these restrictions and any amendments thereof, unless the same are declared assessable and subject to all assessments, by a vote of not less than eighty (80) per cent of all the lots in these Creekwood Subdivisions, with one vote being allocated to each lot and with the lot being defined, for purposes of this paragraph, as the original platted lot or as resubdivision to control. **DELETED IN ITS ENTIRETY BY THIRD AMENDMENT TO RESTRICTIONS - 3.1**

ADDED BY SECOND AMENDMENT OF RESTRICTIONS APPLYING TO CREEKWOOD SUBDIVISION

2.2 The Board of Trustees shall have the power annually to assess each lot in these Creekwood Subdivision with an amount of money not to exceed in any one year more than Two Hundred Dollars (\$200.00). The assessments as made shall be for the use, care, maintenance, upkeep, repair and replacement of all of the common grounds within these Creekwood Subdivisions inclusive of the public ways and roads. The annual assessment shall be made on the first day of April in each year. Prior to the first day in April in each year, the trustees shall meet and determine the amount of the assessment for the year to commence April 1 in each year and shall designate said amount in the minutes of the Trustees meeting. Immediately upon said designation, the Trustees shall notify all lot owners within these

Creekwood Subdivisions of the amount of the assessment and all lot owners shall receive notice of assessment effective April 1 in each year. The assessment shall be made on the basis of one assessment per lot with lot being defined as the lot as originally platted or replatted, with the latest replat or resubdivison to control.

The assessment shall be due and payable as of the date same is made, namely April 1st, and the assessment is hereby declared to be delinquent on July 1 following.

As an incentive for early payment of the annual lot assessment:

A. Each lot owner shall deduct the sum of Twenty Dollars (\$20.00) from the total annual lot assessment if the total annual lot assessment payment is made and received after the aforesaid May 30 date and on or before June 30 immediately following the April 1 assessment date.

B. Each lot owner shall deduct the sum of Ten Dollars (\$10.00) from the total annual lot assessment if the total annual lot assessment payment is made and received after the aforesaid May 30 date and on or before June 30 immediately following the April 1 assessment date.

In addition to the foregoing "incentive for early payment" the Board of Trustees may make other provisions for annual collections of the assessments or may provide a method of installment collection. Delinquent assessments shall bear interest at the rate of one and one-half percent (1.5%) per month, said interest to commence on the first day of July, following the first day of April in which the assessment is made. In the event that it is necessary to employ legal counsel to effect a collection of the assessments, the lot owner so assessed and so delinquent shall be responsible for reasonable attorney's fees in connection with said collections, in addition to the interest as provided for hereinabove, in addition to all Court Costs and expenses.

It is expressly declared that all assessments due and unpaid as of the delinquent date, namely July 1 in each year, shall be and the same are hereby declared to be a lien against the real property and improvements thereon against which the assessment is made. The Board of Trustees shall have all power and authority to take all steps, to be same in lawn or in equity, to notice all of said lots with the existence of said liens and to enforce the same and collect all as provided for in accordance with law.

IN WITNESS WHEREOF, the undersigned do hereby, by affixing their signatures hereto, expressly consent to this Second Amendment of Restrictions Applying to "Creekwood Subdivision" and do by affixing their signatures hereto expressly acknowledge that they have consented after full disclosure and knowledge and they affix their signatures hereto as their free act and deed.

Signed by owners of lots 3, 13, 28, 30, 32, 44A, 27, 23, 31, 33, 35, 53, 55, 57, 51, 49, 47, 1/2, 45, 37, 39, 26, 25, 36, 24, 35, 20, 1, 33, 31, 29, 14, 37, and many more!

Upon the written consent of not less than 65% of the owners of the lots in these subdivisions, which said written consents are to be annexed hereto, it is hereby declared that the Restriction applying to these Creekwood Subdivision are changed and amended in the following respects:

1. Original Restriction #3 is hereby deleted in its entirety. In its place are the following Restrictions:
 - 3 (a) Scrap metal, rubbish or debris shall not be permitted to accumulate upon the premises.
 - 3(b) All lots shall be kept neatly mowed and landscaped.
 - 3(c) The exterior of all structures shall be well maintained, appropriately painted if frame, or properly maintained if constructed of a not paintable surface. All trim, fascia, moldings and all form of exterior decoration shall be maintained in good order and repair.
 - 3(d) In the event a lot owners(s) shall fail to take appropriate corrective action, or shall fail to properly maintain the exterior structure and premises of their property, and after due notice by the Trustees, the Trustees shall be empowered to cause such corrective measure as are appropriate, including landscaping and the mowing of grass, so as to cause the premises to be in compliance with these Restrictions.
 - 3 (e) Any costs or expenses associated with mowing, maintenance or other action necessary to cause lot owner(s) property to be in compliance with these Restrictions shall constitute a Special Lien upon said property and grounds, the same to be enforced as assessment liens provided for in these Restrictions.
 - 3(f) In addition to the costs of maintenance, mowing and/or repairs, the Trustees may collect reasonable attorney fees and costs, for asserting the lien rights afforded herein and/or for the enforcement of these Restrictions.

In Witness Whereof, the undersigned lot owners, being more than 65% of the owners of the lots in these Subdivision, do hereby expressly consent to this Fourth Amendment of Restrictions Applying to Creekwood Subdivision.

Note: Notorized copy of signatures on file at Jefferson County Courthouse

Fifth Amendment to Restriction Applying to Creekwood Subdivision

Upon the written consent of not less than 65% of the owners of the lots in these subdivisions, which said written consents are to be annexed hereto, it is hereby declared that the Restriction applying to this Creekwood Subdivision are changed and amended in the following respects.

Original Restriction 2.2 is deleted in its entirety. In its place are the following Restrictions

The Board of Trustees shall have the power annually to assess each lot in these Creekwood Subdivision on which a house is built with an amount of money not to exceed in any one year more than Two Hundred Fifty Dollars. (\$250.00) The assessments as made shall be for the use, care, maintenance, upkeep, repair and replacement of all of the common grounds within these Creekwood Subdivision inclusive of the public ways and roads. The annual assessment shall be made on the first day of April in each year, the trustees shall meet and determine the amount of the assessment for the year to commence April 1 in each year and shall designate said amount in the minutes of the Trustees meeting. Immediately upon said designation, the Trustees shall notify all lot owners within these Creekwood Subdivision of the amount of the assessment and all lot owners shall receive notice of assessment effect April 1 in each year. The assessment shall be made on the basis of one assessment per lot on which a house is built with lot being defined as the lot as originally platted or replanted, with the latest replant or resub division to control.

The assessment shall be due and payable as of the date same is made, namely April 1st, and the assessment is hereby declared to be delinquent on July 1 following. Interest will be incurred on unpaid assessments in the amount of one percent (1%) per month.

It is expressly declared that all assessments due and unpaid as of the delinquent date, namely July 1 in each year, shall be and the same are hereby declared to be a lien against the real property and improvement thereon against which the assessment is made. The Board of Trustees shall have all power and authority to take all steps, to be same in law or in equity, to notice all of said lots with the existence of said liens and to enforce the same and collect all as provided for in accordance with law.

IN WITNESS WHEREOF, the undersigned do hereby, by affixing their signatures hereto, expressly consent to this fifth Amendment of Restrictions Applying to "Creekwood Subdivision" and do by affixing their signatures hereto expressly acknowledge that they have consented after full disclosure and knowledge and they affix their signatures hereto as their free act and deed.

Address

Print Name

Owner Signature

Print Name

Signature

Date