

STANDARD FORM NO. 1
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

RUSTIC VALLEY SUBDIVISION(S)

1981 AUG 31 AM 9:34

SUBJECTED TO ROLLING HILLS INDENTURE

RECEIVED OF DELOS

This Agreement (the "Rustic Valley Agreement"), dated this 5th day of August, 1981, between H & H BUILDERS, INC. (the "Developer"), a Missouri corporation, and JAMES W McCALLISTER, 476 Applestone, TIMOTHY K. MURRAY, 489 Briarhill, and JENNIE M. CANTRELL, 421 Down Hill Drive, (joint and severally called the "Trustees"),

W I T N E S S E T H :

WHEREAS, the County Council of St. Louis County, Missouri, has from time to time adopted various ordinances establishing with respect to a tract of land (the "PEU Tract") and various parts thereof approved development plans and plats for the development of the PEU in accordance with the Planned Environment Unit Procedures of applicable St. Louis County, Missouri, ordinances, and

WHEREAS, the PEU Tract is described in EXHIBIT A annexed hereto and by reference made a part hereof, and

WHEREAS, the Developer (which term as used herein shall be deemed to include the named developer and any successor developers, if any, who may acquire any part of the tract sometimes herein referred to as the Rustic Valley Tract) is now the owner of a part of the PEU Tract, said part (the "Rustic Valley Tract") being described as EXHIBIT B annexed hereto and by reference made a part hereof, and

WHEREAS, subject to the reserved powers (the "Reserved Powers") as hereinafter set forth Developer desires to subject from time, to time, various parts of the Rustic Valley Tract as same are platted of record to the Indenture of Trust (the "Indenture") applicable to Rolling Hills Country Club Park Section, the Indenture being recorded in Book 6614 at Page 1131 of said County records, all to the end that the PEU Tract and the Rustic Valley Tract will be developed according to a common scheme of development as approved by St. Louis County Ordinance No. 5952, and as may be hereafter approved by the County Council so that said tracts are preserved and protected as a restricted neighborhood, and so that the plan and scheme will apply to all parts thereof, including the "Common Land," to mutually benefit, guard, and restrict and protect the future residents of said tracts and to foster the health, welfare and safety of all who may reside therein;

NOW, THEREFORE, in consideration of the recitals hereto and of the premises, the parties hereto covenant and agree with each other, and their respective successors and assigns and persons claiming under them as follows:

1.) Subject to the "Reserved Powers" set forth in Section 2 hereof, Rustic Valley Subdivision Plat 1, a subdivision according to plat recorded on the 31st day of Aug, 1981 as Daily No. 89 (or in Plat Book 264 at Page(s) 79 AND 80) is subjected to the Indenture.

2.) Notwithstanding anything to the contrary in the Indenture and in Rustic Valley Agreement, the following powers (the "Reserved Powers") (with respect to any Rustic

7355 1158

Valley Subdivision(s) which Developer may subject to the Indenture) are expressly reserved to the Developer until the earlier of (a) five (5) years from the date of recording of Rustic Valley Agreement, or (b) such time as all of the Rustic Valley Tract has been subdivided by plats of record and all the lots thereof improved with residences:

(a) All of the powers under Sections 2, 6, 7 and 8 of Article III of the Indenture in so far as same apply to the Rustic Valley Tract.

(b) The right to approve (such approval not to be unreasonably withheld) any improvements or landscaping to be constructed on any Common Lands which may hereafter be conveyed to the Trustees by the Developer or by Rustic Valley Corporation, or by any entity claiming under the Developer.

(c) The exclusive right to exercise the rights of approval or consent and to make the determinations contemplated under Sections 1, 2, 5, 7, 10, 16, 17, 18, and 21(a) and 21(b) of Article V of the Indenture, which right, but for these Reserved Powers would be exercised by others under the Indenture, all to the end that the Developer may develop and improve Rustic Valley Subdivision(s) in an efficient manner and without hindrance or delay.

(d) The right of Developer to maintain construction trailers and office, but only upon the Rustic Valley Tract.

3. Notwithstanding anything herein or in the Indenture to the contrary, the named Developer herein reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously or hereafter expended by Developer for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, road, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the subdivision and development of any part of the Rustic Valley Tract.

4.) Additional subdivisions of the Rustic Valley Tract may from time to time be subjected to the Indenture by appropriate language in the script of the record plat of such subdivision which may read:

"The subdivision established by this plat is hereby subjected to the Indenture (and restrictions therein) referred to in the Rustic Valley Agreement recorded in Book _____ at Page _____ of the St. Louis County, Missouri, records."

Whenever any future subdivision is so subjected to the Indenture, the provisions of the Rustic Valley Agreement shall also be deemed (whether or not expressly stated in the legend of the plat or other instrument subjecting such future subdivision to the Indenture) to apply in every respect to such future subdivision, including but not limited to the provisions for "Reserved Powers," and reservations for rights to refunds set forth in Paragraph 3 hereof.

5.) With respect to any subdivision of the Rustic Valley Tract, the Trustees are hereby authorized to agree in behalf of the present and future owners thereof, to a consolidation of the trusteeships under any one restriction indenture or amendment thereof now applicable to the PEU Tract, to the end that there may be one set of trustees serving under one

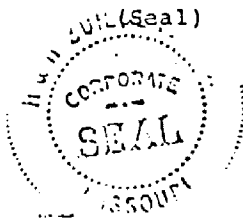
restriction indenture; provided, first that no such consolidation shall be effected without the prior approval of the St. Louis County Counselor; provided, second, that any such consolidation shall in all events be subject to the Rustic Valley Agreement.

6.) Nothing herein shall be construed to prevent the Developer from imposing more stringent restrictions on the Rustic Valley Tract relating to the character, location, quality and size of residences to be constructed on the Rustic Valley Tract or any part thereof, then may now required under the Indenture.

7.) With respect to each parcel of "Common Land," as may hereafter be established on the Rustic Valley Tract, Developer shall convey such Common Land, from time to time as same is established of record, to the Trustees and to their Successors in Trust under the Indenture unless the St. Louis County Counselor, in his sole judgment, directs conveyance to some other entity.

8.) The Rustic Valley Agreement is conditioned upon all the provisions thereof having full force and effect, and none of said provisions shall be deemed divisible or severable from the other.

9.) The foregoing Rustic Valley Agreement shall bind the respective heirs, successors and assigns of the parties hereto.



H & H BUILDERS, INC.

By

C. Barry Hayden
President

C. BARRY HAYDEN

Trustee

Jennie M. Cantrell
JENNIE M. CANTRELL

Trustee

Timothy K. Murray
TIMOTHY K. MURRAY

Trustee

James F. McCallister
JAMES F. MC CALLISTER

STATE OF MISSOURI)

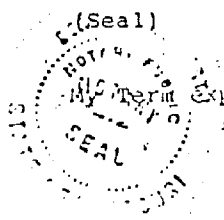
) SS

COUNTY OF ST. LOUIS)

On this 17th day of August, 1981, before me personally appeared C. BARRY HAYDEN, to me personally known, who being by me duly sworn, did say that he is the President of H & H Builders, Inc., and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors, and said C. BARRY HAYDEN acknowledged and 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 day and year first above written.

Notary Public
NOTARY PUBLIC



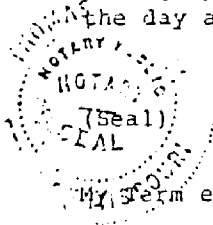
Expires: _____

RECEIVED FOR RECORD
RECORDED
INDEXED
FILED
AUG 18 1981
ST. LOUIS, MO.
MISSOURI

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

On this 5th day of August, 1981, before me appeared JAMES McCALLISTER, TIMOTHY K. MURRAY, and JENNIE M. CANTRELL, to me known to be the persons described in and who executed the foregoing instrument and being by me first duly sworn, and acknowledged that they executed the same as their free act and deed, and in their aforesaid capacity as Trustees, and stated that they are the duly constituted, qualified, and acting Trustees under the above Indenture.

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.



Thomas A. Stern
NOTARY PUBLIC THOMAS A. STERN

My term expires: 11-6-83

EXHIBIT A

(PEU Tract)

A tract of land in part of Sections 3, 10 and 11 in Township 44 North, Range 4 East, St. Louis County and more particularly described as follows:

Beginning at the common corner of Sections 2, 3, 10 and 11 Township 44 North, Range 4 East, St. Louis County, Missouri thence North 0 degrees 51 minutes 30 seconds East 320.25 feet more or less to a point, thence North 89 degrees 20 minutes 30 seconds West 1357.57 feet more or less to a point, thence South 0 degrees 40 minutes 30 seconds West 320.25 feet more or less to a point, thence South 0 degrees 42 minutes West 491.23 feet more or less to a point, thence Easterly 22.44 feet to a point, thence South 0 degrees 42 minutes West 558.51 feet more or less to a point, thence South 89 degrees 26 minutes East 1357.0 feet more or less to a point, thence South 0 degrees 44 minutes West 320.00 feet more or less to a point, thence North 39 degrees 28 minutes East 1300.00 feet more or less to a point in the West line of Ries Road 30 feet wide, thence along the West line of Ries Road North 0 degrees 50 minutes East 1363.00 feet more or less to a point, thence leaving Ries Road South 89 degrees 42 minutes West 1304.33 feet more or less to the point of beginning.

(RUSTIC VALLEY TRACT)

to a point in the east
line of Westglen South
Addition according to Plat
Book 175, page 44 and 45;

along the South line
of Westglen Woods Plat
4 per Plat Book 142
pages 18 to 21

A tract of land in Sections 3, 10 and 11, Township 44 North, Range 4 East, St. Louis County, Missouri, and being more particularly described as follows: Commencing at a point being the Northwest corner of "Rolling Hills Country Club Park Section 1" as recorded in Plat Book 142 page 96 of the St. Louis County Records, said point being on the West right-of-way line of Twigwood Drive, 60 feet wide, thence South 22 degrees 51 minutes 33 seconds West along the West line of said Section 1, 198.83 feet to the point of beginning; thence South 0 degrees 30 minutes 00 seconds East, 169.76 feet to the Southwest corner of said Section 1; thence South 89 degrees 30 minutes 00 seconds West leaving said West line, 500.83 feet; thence North 0 degrees 44 minutes 00 seconds East, along said east line, 320.00 feet; thence North 89 degrees 24 minutes 00 seconds West, 1,333.96 feet to a point on the East line of "Westglen South" as recorded in Plat Book 160 pages 78 and 79 of the St. Louis County Recorder's Office; thence North 0 degrees 43 minutes 00 seconds East along said East line, 558.40 feet; thence North 89 degrees 17 minutes 00 seconds West 22.44 feet to a point; thence North 0 degrees 43 minutes 00 seconds East, 487.42 feet; thence North 0 degrees 50 minutes 00 seconds East along the East line of "Westglen Woods Plat 5" as recorded by Daily Number 269, May 14, 1973, 324.68 feet; thence South 89 degrees 18 minutes 00 seconds East, 592.31 feet to a point being the Northwest corner of "Rolling Hills Country Club Park Section 4" as recorded in Plat Book 148 page 86 of the St. Louis County Records, said point being on the West right-of-way line of said Twigwood Drive; thence along said West line the following courses and distances: South 0 degrees 42 minutes 00 seconds West, 127.22 feet to a point of curvature; thence in a Southerly direction along a curve to the left having a radius of 456.81 feet a distance of 352.32 feet; thence in a Southwesterly direction along a curve to the right having a radius of 20 feet a distance of 29.53 feet; thence South 48 degrees 54 minutes 22 seconds East, 50.00 feet; thence in a Northeasterly direction along a curve to the right having a radius of 20 feet a distance of 29.53 feet; thence in a Southeasterly direction along a curve to the left having a radius of 456.81 feet a distance of 219.93 feet; thence South 81 degrees 54 minutes 22 seconds East 100.00 feet; thence in a Southeasterly direction along a curve to the right having a radius of 554.71 feet a distance of 91.74 feet to the intersection of said West line Twigwood Drive with the West line of "Rolling Hills Country Club Park Section 2" as recorded in Plat Book 146 pages 18 and 19 of the St. Louis County Records; thence South 23 degrees 44 minutes 00 seconds West along said Section 2 boundary line 17.34 feet to a point; thence South 60 degrees 17 minutes 55 seconds East, 151.32 feet to a point being on said West right-of-way line of Twigwood; thence along said West line the following courses and distances: North 38 degrees 28 minutes 00 seconds East 6.37 feet to a point of curvature; thence in a Northeasterly direction along a curve to the right having a radius of 20 feet a distance of 33.29 feet; thence in a Southeasterly direction along a curve to the right having a radius of 554.71 feet a distance of 148.24 feet to a point; thence South 38 degrees 54 minutes 22 seconds East 12.23 feet; thence South 51 degrees 05 minutes 38 seconds West leaving said West line of Twigwood Drive, 205.00 feet; thence South 38 degrees 54 minutes 22 seconds East, 270.00 feet; thence North 51 degrees 05 minutes 38 seconds East, 20.00 feet; thence South 38 degrees 54 minutes 22 seconds East 270.00 feet; thence South 83 degrees 54 minutes 22 seconds East, 75.00 feet to a point; thence South 50 degrees 49 minutes 50 seconds East, 262.47 feet to the point of beginning.

along the
north line
said sub-
division

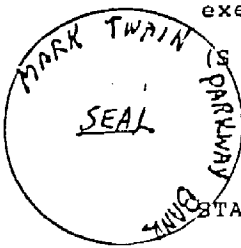
to point being the most
Northern corner of Parcel 2 in Deed
recorded in Book 7101 Page 964, thence
along the perimeter of said Parcel 2
the following courses and distances:

SUBORDINATION AGREEMENT

For One Dollar (\$1.00) and other good and valuable considerations paid the undersigned, the receipt of which is hereby acknowledged, the undersigned holder of the following described deed(s) of trust, subordinate each of said deed(s) of trust and the liens thereof to the foregoing "Rustic Valley Agreement", all to the end that said Rustic Valley Agreement shall be senior and paramount to said deed(s) of trust as fully as though recorded prior in time to the recording of said deed(s) of trust:

<u>DAILY NO.</u>	<u>DATE OF RECORDING</u>	<u>BOOK</u>	<u>PAGE</u>
110	Aug 7, 1981	7350	2089
111	Aug 7, 1981	7350	2096

IN WITNESS WHEREOF, Mark Twain Parkway Bank has executed the foregoing agreement this 7th day of August, 1981.



MARK TWAIN PARKWAY BANK

By: Fred H. Eller
Title: President FRED H. E.

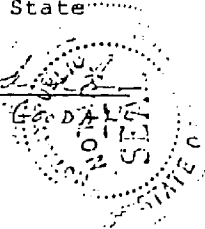
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 7th day of AUG, 1981, before me appeared FRED H. ELLER, to me personally know, who, being by me duly sworn, did say that he is the PRESIDENT of Mark Twain Parkway Bank, 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 its Board of Directors; and said FRED H. ELLER 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 day and year first above written.

My Commission expires: July 3, 1982

Patsy D. Goode
Notary Public



END OF DOCUMENT

BOOK 7355 PAGE 1604

General Warranty Deed

County Fee 5.00
 State User Fee 1.00
 Total 6.00

This Deed, Made and entered into this 25th day of

August nineteen hundred and eighty-one, by and between

H & H BUILDERS, INC.

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ST. LOUIS COUNTY
 OFFICE OF THE RECORDER OF DEEDS

1981 AUG 31 AM 9:34

RECORDER OF DEEDS

of the County of St. Louis State of Missouri
 part y of the first part, and

JAMES MC CALLISTER, 476 Applestone, TIMOTHY K. MURRAY, 489 Briarhill,
 and JENNIE M. CANTRELL, 421 Down Hill Dr., joint and severally called
 the "Trustees", under Indenture of Trust and Restrictions of the
 Meadows, recorded in Book 6114 page 1131.

of the County of St. Louis State of Missouri
 part ies of the second part.

Witnesseth, that the said part y of the first part, for and in consideration of
 the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS -----
 paid by the said part ies of the second part, the receipt of which is hereby acknowledged, do es by
 these presents, *Grant, Bargain and Sell, Convey and Confirm* unto the said part ies of the second part,
 the following described Real Estate, situated in the County of St. Louis and State of
 Missouri, to-wit:

The Common Ground of RUSTIC VALLEY PLAT ONE, as shown on the recorded plat of
 said subdivision, recorded as Daily Number 89 on the 31st day of AUG
 1981, in the Office of the Recorder of Deeds for St. Louis County, Missouri.

To have and to hold the same IN TRUST in accordance with and pursuant to Indenture,
 together with all rights and appurtenances to the same belonging unto said parties
 of the second part, to their successors and assigns, for a period of fifty (50)
 years from the date hereof, after which period of time fee simple title shall vest
 in the then property owners of subdivisions encumbered by the above-described
 Indenture (regardless of plat numbers) as tenants in common, but the rights of
 said tenants in common shall be only appurtenant to and in conjunction with
 their ownership of lots in said subdivision(s) and any conveyance or change of
 ownership of any said lot or lots in said subdivision(s) shall carry with it owner-
 ship in common property so that none of the owners of lots in said subdivision(s)
 and none of the owners of common property shall have such rights of ownership as
 to permit them to convey their interest in the common property except as an
 incident to the ownership of a regularly platted lot; and any sale of any lot in
 said subdivision (s) (regardless of plat number) shall carry with it, without
 specifically mentioning it, all of the incidents of ownership and the common
 property; provided however, that all of the rights, powers and authority conferred
 upon the Trustees of said subdivision(s) shall continue to be possessed by the
 said Trustees.

ing, unto the said part ies of the second part, and to their Successors in Trust
heirs and assigns forever.

The said part of the first part hereby covenanting that and its Successors and assigns
~~Heirs, Executors and Administrators~~, shall and will Warrant and Defend the title to the premises unto
the said part ies of the second part, and to their Successors and assigns
~~Heirs and assigns~~ forever

against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the
calendar year 19 81 and thereafter, and the special taxes becoming a lien after the date of this deed.

In Witness Whereof, the said part y of the first part
has executed these presents the day and year first above written.



H & H BUILDERS, INC.
By: Dennis M. Hayden
Dennis M. Hayden, Secretary

State of Missouri, }
of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged
that executed the same as free act and deed.

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

My term expires

Notary Public.

State of Missouri, }
County of St. Louis } ss.

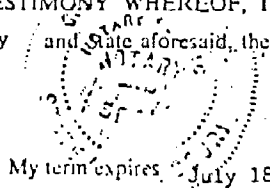
On this 25th day of August , 1981 , before me appeared

DENNIS M. HAYDEN

to me personally known, who, being by me duly sworn, did say that he is the Secretary
of H & H Builders, 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 its Board of Directors; and said DENNIS M. HAYDEN
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 day and year first above written.



My term expires July 18, 1985

Geraldine M. Mertl
Geraldine M. Mertl Notary Public.

END OF DOCUMENT

7355 1606

GENERAL WARRANTY DEED

FROM

TO

County of St. Louis
State of Missouri
FILED FOR RECORD

AUG 31 1981

At _____ o'clock _____ M.
John E. Parker
RECORDER OF DEEDS

91

STATE OF MISSOURI }
County of St. Louis } ss.

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 on the 31 day of Aug AD. 1981 at 934 o'clock A M and is truly recorded in Book 235 Page 1605

Witness my hand and official seal on the day and year aforesaid.

John E. Parker

Recorder of Deeds

By

John E. Parker
Deputy Recorder