



Board of Adjustment
Meeting Agenda
City of Creve Coeur Government Center
300 North New Ballas Rd

May 20, 2021

4:00 PM

City Council Chamber

As a precautionary measure to help prevent exposure and spread of COVID-19, the Board of Adjustment meeting scheduled for Thursday, May 20, 2021, at 4:00 p.m. will be livestreamed online.

The Council Chambers will be closed to the public; however, citizens are encouraged to participate and submit public comments in the following ways:

1. **Video Livestream** — Watch a live video broadcast of the Board of Adjustment Meeting here: <https://us02web.zoom.us/j/84822963346>. The public will be required to provide a name and email address to enter the meeting. The email address will not be saved or used to contact you. Citizens will have the opportunity to make public comments live during the meeting using the video livestream program (**How to Participate in Online Public Meetings**).
2. **Teleconference** — Call in to the meeting by dialing 1-646-876-9923/// Webinar ID: webinar ID: 848 2296 3346.
3. **Email** — Public comment may also be emailed to the City no later than 3:00 p.m. on Thursday, May 20, 2021. Submit public comments to Whitney Kelly, City Planner, at wkelly@crevecoeurmo.gov.
4. **Live Audio** — Listen to a live audio broadcast of the Planning and Zoning Commission meeting by visiting the **Agendas & Minutes** page and clicking on the "Audio" link at the start of the meeting (audio only).

Reports, documents, plans, and related materials are available for examination at the Creve Coeur Government Center, 300 North New Ballas Road, prior to the meeting.

Special disabled service may be arranged by contacting the Office of the City Administrator in advance.

I. CALL TO ORDER

Glenn Wilen (Chair)
Robert Mooney
Martin Satz
DP Villacis
James Kostelc

Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
Ms. Jessica Stutte, Planning Assistant/Recording Secretary

II. ADDITIONS TO-ACCEPTANCE OF THE AGENDA

III. APPROVAL OF MINUTES

1. March 18, 2021 Board of Adjustment Draft Meeting Minutes

IV. NEW BUSINESS

- 1. VARIANCE REQUEST FOR THE PROPERTY AT 433 MEADOW GREEN PLACE TO ALLOW FOR ENCLOSING THE PRE-EXISTING, NON-CONFORMING DECK THAT ENCROACHES 14.38 FEET FROM THE REAR-YARD WHERE THE REQUIRED REAR YARD SETBACK IS 30 FEET AND A FRONT PATIO 3.5 FEET FROM THE SIDE YARD WHERE THE REQUIRED SIDE YARD IS 15 FEET**

Alison Curfman, homeowner of 433 Meadow Green Place, Creve Coeur, MO 63141, has submitted for a variance request to allow for enclosing the existing, non-conforming, deck that is within the rear yard setback at 14.38-feet from the rear property line and to construct a front porch and roof extension into the side setback at 3.5 feet from the side yard. Section 405.610(B)(2) Non-conformities states that any such structure described in Subsection (B)(1) may be maintained, repaired or remodeled; provided however, that no such maintenance, repair or remodeling shall either create any additional non-conformity or increase the degree of existing non-conformity of all or any part of such structure.

V. OTHER BUSINESS**VI. ADJOURNMENT**

Pursuant to Section 610.022 RSMO, the Planning and Zoning Commission could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. and/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____
Jason W. Jaggi
Director of Community Development



Board of Adjustment
Meeting Draft Minutes
City of Creve Coeur Government Center
300 North New Ballas Rd

March 18, 2021

4:00 PM

City Council Chamber

I. CALL TO ORDER

Alexandra Gada Board Member (Absent)
 Robert Mooney Board Member (Remote)
 Martin Satz Board Member (Remote)
 Glenn Wilen Chair (Remote)
 James Kostelc Board Member (Remote)
 DP Villacis Vice-Chair (Remote)

Jason Jaggi, Director of Community Development; Carl Lumley, City Attorney; Whitney Kelly, City Planner; and, Jessica Stutte, Recording Secretary were also in attendance.

II. ADDITIONS TO-ACCEPTANCE OF THE AGENDA

Mr. Kostelc made a motion to accept the agenda. Ms. Villacis seconded. All in favor.

III. APPROVAL OF MINUTES

1. February 18, 2021 Board of Adjustment Draft Meeting Minutes

Mr. Mooney made a motion to accept the minutes. Mr. Kostelc seconded. All in favor.

IV. NEW BUSINESS

1. Variance Request for the Property at 12134 Hibler Drive to Allow for a Pre-Existing Non-Conforming 36.6% Site Coverage, Where the Maximum Coverage for the B Single Family District is 35%

Keith Goldstein, homeowner, has submitted an application for a variance for the property at 12134 Hibler Drive, Creve Coeur, MO 63141 to allow for the pre-existing site coverage of 36.6%, where properties in the B Single Family District have a maximum site coverage of 35%, per Section 405.260(E)(3)(e).

Those speaking to the request were sworn in.

Susan Conrad, Keith Goldstein

Ms. Susan Conrad went over the history of the home. She said an excavation permit had been pulled by the prior owner in 2014 but had never received final approval. She said the contractor when doing the driveway replacement went over the site coverage. She said there was nothing to flag the home for going over the site coverage when they bought it. She showed aerial views of the home. She said they were asking to cover part of the existing patio and were asking for a variance of 36.6% instead of the allowed of 35%.

Mr. Wilen asked how they came up with the percentage.

Ms. Conrad said an architect had come up with that number.

Attachment: BOA DRAFT Minutes 3.18.21 (March 18, 2021 Board of Adjustment Draft Meeting Minutes)

Mr. Satz asked if there had been any consideration to moving the roof line back a bit.

Ms. Conrad said the placement had to do with water runoff on the roof.

Mr. Chuck Billings, attorney, said they had looked at removing concrete but wanted to keep the homeowner's commercial vehicle as out of site as possible. He said the sellers disclosure did not give any indication of non-compliance.

Mr. Mooney said the truck would still be visible as there is not shrubbery or trees.

Ms. Conrad said the truck would be visible, but the other parts of the vehicle like the lights would be obscured.

Ms. Kelly said the home falls under B district standards. She said the excavation permit only reviews work done in the right of way. She said the permit did not indicate other new site work, just replacement of the existing footprint. She said while it was true a final inspection was not requested, the inspection would only have looked at the right of way.

She said for a building permit to be issued approximately 356 square feet of coverage needs to be removed. She gave some options to reduce coverage. She said the lot size is standard for B-single family. She said the unique hardship was not created by the applicant, but by the previous homeowner. She said there are other options available to bring the lot to compliance.

Mr. Lumley confirmed with Ms. Kelly there is a land disturbance permit available to homeowners. He confirmed that the prior homeowners should have applied for the land disturbance permit if they intended to expand the driveway.

Ms. Kelly read a public comment from Martin Jaffe. The letter indicated it would be a hardship for the new owners to come into compliance and requested the variance be granted.

Ms. Kelly said the only issue is the site coverage. If the variance is not granted, then they would have to come into compliance before proceeding.

Mr. Kostelc said he would like to see it come into compliance.

Mr. James Myers, a neighbor and trustee, said he approves of the project. He said it would have no impact, no additional stormwater. He said there would not be visible impact. He said the request is minor and unfair to punish the current owner. He said making the changes would create hardships for the homeowner to come into compliance. He said it will not set a precedent.

Mr. Wilen asked if it would indeed set a precedent.

Mr. Lumley said every case is unique in some way. He said this request is minor compared to a 20% request.

Ms. Kelly said all properties are limited to a hard scape percentage regardless of hydraulic engineering. She said there is not a system in place for over site coverage.

Ms. Conrad said they were hesitant to remove the concrete due to the cost and the concern it would not look nice. They would prefer to improve the landscaping.

Mr. Lumley entered the items into the record and the public hearing was closed.

Mr. Wilen made a motion to approve the request. Seconded by Mr. Satz.

Mr. Mooney voted nay. All others were in favor.

Mr. Wilen made a motion for staff to prepare the findings of facts and conclusions of law. Ms. Villacis seconded. All in favor.

RESULT:	APPROVED [4 TO 1]
AYES:	Satz, Wilen, Kostelc, Villacis
NAYS:	Mooney
ABSENT:	Gada

V. OTHER BUSINESS

Mr. Wilen asked if what they do has any real effect. He pointed out that Total Access Urgent Care has signs in front of their property.

Ms. Kelly let the Board know that City Council had instructed staff to relax snipe sign enforcement during covid to help local businesses.

Mr. Lumley said the city does not have the staff to check every property for compliance. He said enforcement is largely complaint driven.

VI. ADJOURNMENT

Mr. Kostelc made a motion to adjourn. All in favor. Meeting adjourned at 4:54PM.



300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

**APPLICATION TO THE BOARD OF ADJUSTMENT
VARIANCE REQUEST FOR THE PROPERTY AT 433 MEADOW GREEN PLACE
TO ALLOW FOR ENCLOSING THE PRE-EXISTING, NON-CONFORMING DECK
THAT ENCROACHES 14.38 FEET FROM THE REAR-YARD WHERE THE
REQUIRED REAR YARD SETBACK IS 30 FEET AND A FRONT PATIO 3.5 FEET
FROM THE SIDE YARD WHERE THE REQUIRED SIDE YARD IS 15 FEET**

FOR THE MEETING OF: Thursday, May 20, 2021

SUBJECT PROPERTY LOCATION: 433 Meadow Green Place, zoned B Single Family Residential, with Residential Designed Development (B-RDD) Designation

REQUEST: Alison Curfman, homeowner of 433 Meadow Green Place, Creve Coeur, MO 63141, has submitted for a variance request to allow for enclosing the existing, non-conforming, deck that is within the rear yard setback at 14.38-feet from the rear property line and to construct a front porch and roof extension into the side setback at 3.5 feet from the side yard. Section 405.610(B)(2) Non-conformities states that any such structure described in Subsection (B)(1) may be maintained, repaired or remodeled; provided however, that no such maintenance, repair or remodeling shall either create any additional non-conformity or increase the degree of existing non-conformity of all or any part of such structure.

ADDITIONAL INFORMATION: The subject property is within the Country Forest Subdivision, zoned B-RDD, where unless otherwise noted on the subdivision plat the standards fall back to the underlying B zoning district, per Section 405.450(C)(1)(c) of the Residential Designed Development Procedure. The subdivision plat does not indicate a reduced rear yard and B Zoning District has a rear yard setback of thirty (30) feet, per Section 405.260(E)(4)(e) and a side yard setback of Fifteen (15) feet or fifteen percent (15%) of the lot width, whichever is less, provided that a minimum side yard of seven and one-half (7 1/2) feet must be provided for any non-conforming lot, per Section 405.260(E)(4)(c). The subdivision indentures indicate a side yard setback of six (6) feet that may be reduced where adjacent to common ground.

Key Issues:

- Degree of variance
- Impact to neighborhood
- Property versus owner hardship

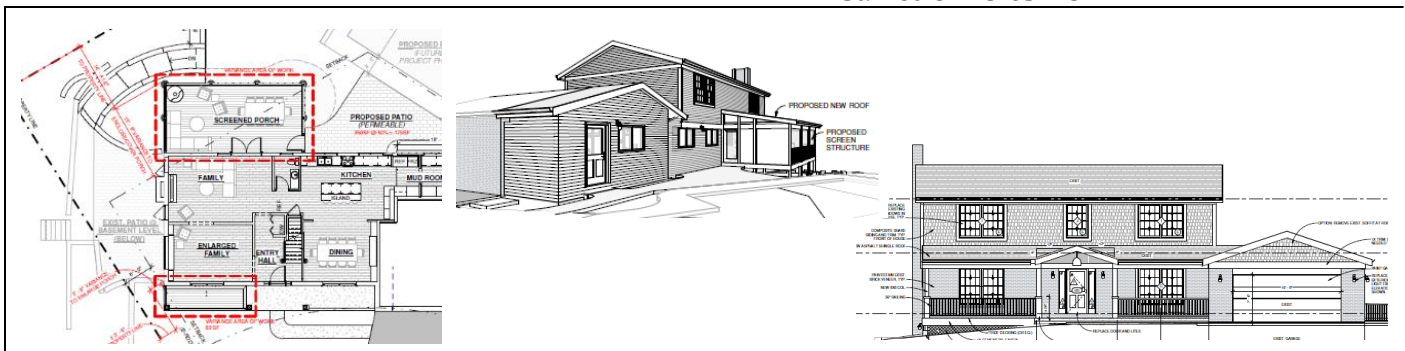
Zoning Code References

- Section 405.260 B Single Family Residential
- Section 405.450(C) Residential Designed Development Procedure.
- 405.610 Non-conformities
- Section 405.1040: Board of Adjustment
- Section 405.1110 Variances and Appeals

APPLICANT: Alison Curfman
433 Meadow Green Place
Creve Coeur, MO 63141

**APPLICANT'S
REPRESENTATIVE:**

Taylor Huston, Project Manager
Killeen Studio Architects
3015 Salena, St., Suite 203
St. Louis MO 63118



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 5/11/2021

ATTACHMENTS: Applicant's Materials submitted May 5, 2021

BASIS FOR APPEAL AND STATED HARDSHIP

The subject property is located in the Country Forest Subdivision which was established in 1972, and was zoned B Single Family Residential, with Residential Designed Development (RDD) Designation. Section 405.450(C) Residential Designed Development Procedure provides a permissive, voluntary and alternate zoning procedure in the "A", "B", "C" and "D" single-family residential and "AR" attached residential zoning districts in order to permit greater flexibility in the size and configuration of lots without altering the allowable residential density in these districts and to provide for desirable and proper common open space, tree cover, recreation areas, parks or scenic vistas and the preservation of the natural beauty of the City.

Subsection (1)(c) Yards of the Residential Designed Development requires that the minimum front yard and side yard requirements for each lot as set out in the regulations for the single-family residential zoning district where such site is located may be reduced by the City Council and, if so reduced, shall be set out on the preliminary subdivision plan to be submitted in accordance with Chapter 410, Subdivision and Development of Land. Otherwise, any regulation falls back to the underlying zoning district, in this case the B District.

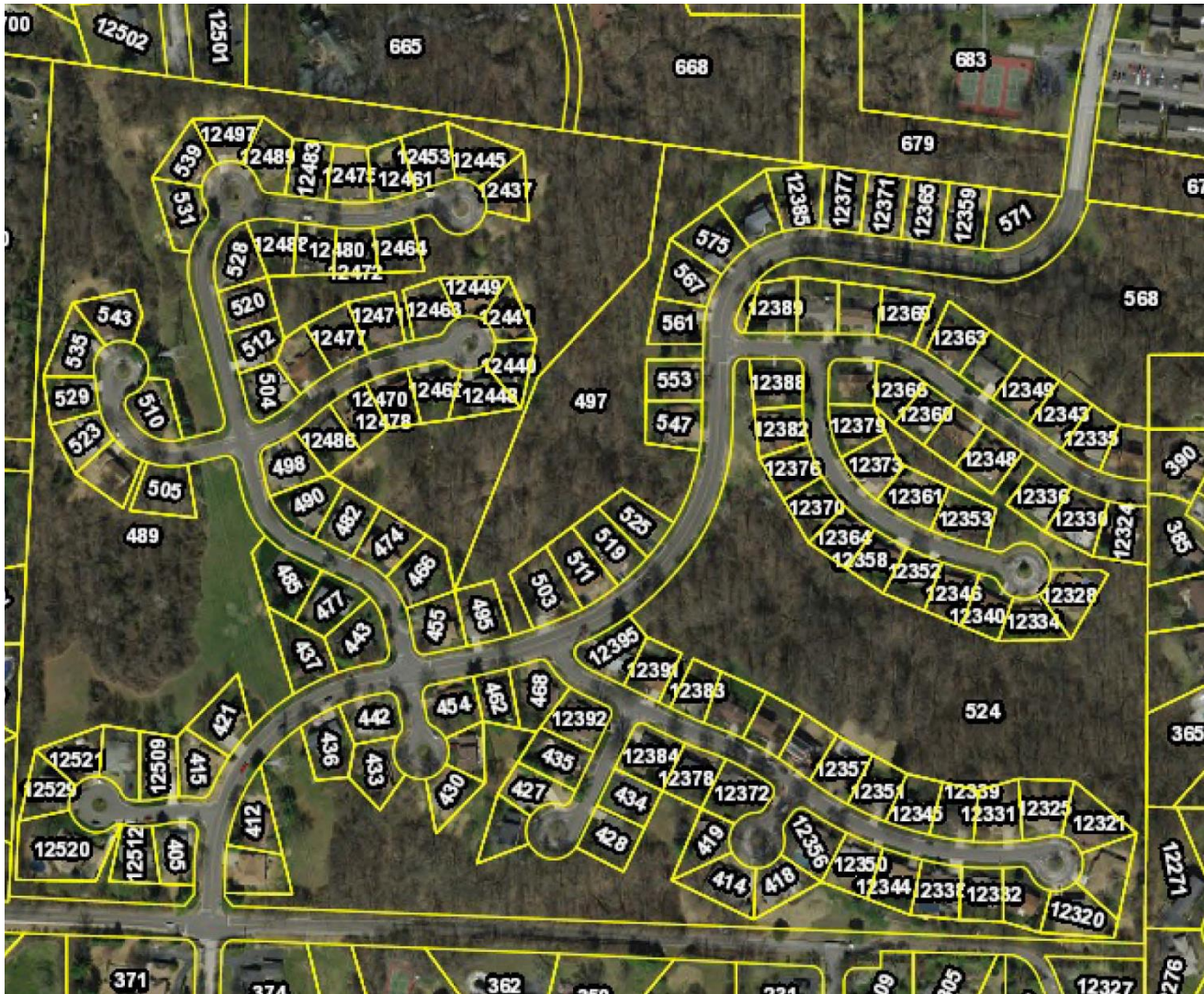


Figure 1: City's GIS Image of the Country Forest Subdivision

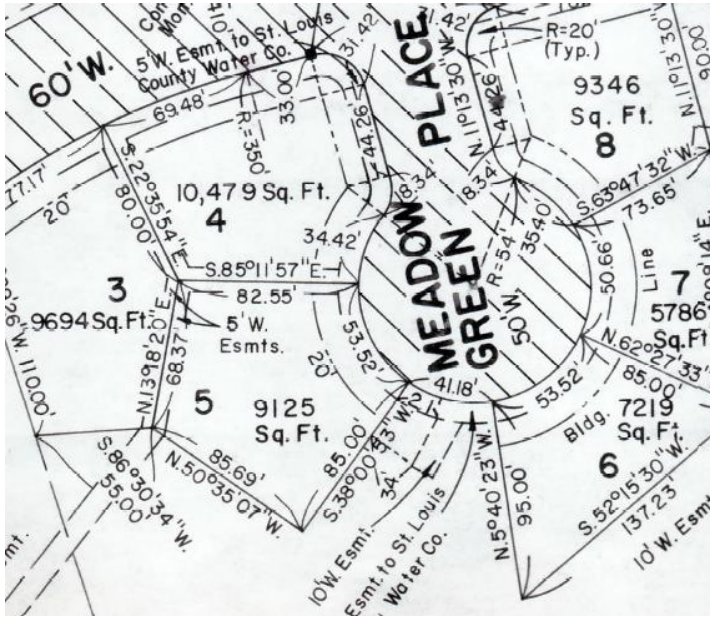


Figure 2: Close-up of the Country Forest Plat 1 Subdivision. The Subject property is Lot 5.

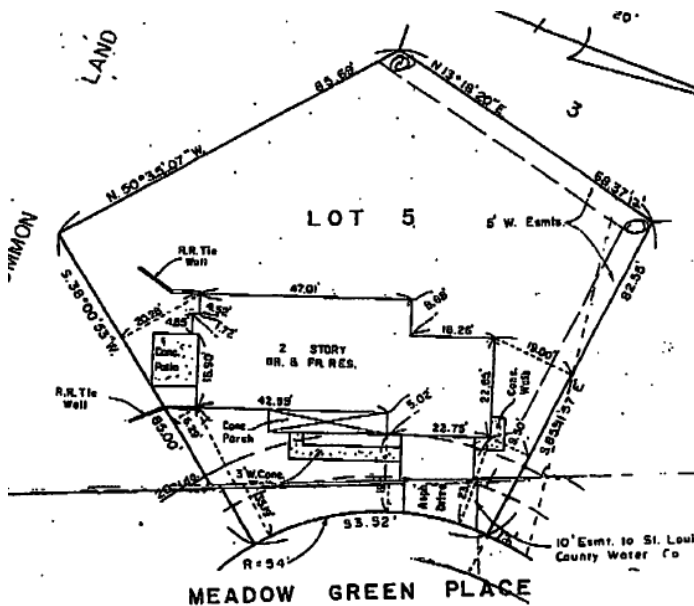


Figure 3: Original Survey of property in 1976

The subject lot is approximately 9,125 square feet and the adjacent lots are similarly sized. Due to the lack of documentation regarding the approval of the subdivision, many of the homes in the Country Forest had similar issues where the homes were built within the rear yard setback, and existing decks encroaching even further. Due to the prevailing condition throughout the neighborhood, a long-range effort to amend the ordinance for the subdivision to provide modified setback for all properties could be considered. In 2018, the Board of Adjustment approved a variance for the property addressed as 430 Meadow Green Place, to allow for a 4-foot-wide expansion to the pre-existing non-conforming deck that already encroaches within the 30-foot rear yard setback.

The existing home on the subject property was built in 1976, where the rear of the home is just over the 30 foot setback at 29.88 feet, and the side yard on the south adjacent to common ground at 6.29 feet. The deck and pergola were added later, 14.38-feet from the rear property line. However, Staff could not locate a permit for such, and aerial photos from Saint Louis County show the deck in 2000. The Applicants are seeking approval to now fully enclose the deck for a screened porch with a solid new roof structure, and to construct a front porch and roof extension along the full length of the home into the side setback at 3.5 feet from the side yard that is adjacent to common ground access for improved aesthetics of the front elevation.

The B Zoning District has a 45 foot front yard, and a side yard of 15 feet or 15% of the lot width, whichever is less, provided that a minimum side yard of seven and one-half (7 1/2) feet must be provided for any non-conforming lot, per Section 405.260(E)(4)(c), and a rear yard of 30 feet, with lot size greater than twenty thousand (20,000) square feet and less than one (1) acre.

The Subdivision Plat only shows a 20-foot front yard. The subdivision indentures state: "a minimum six (6) foot of unobstructed side yard or a minimum of fifteen (15) feet of common ground or pedestrian easement. In the latter case there may be less than a six foot side yard line." The rear yard is not addressed in either case.

On the left is a close-up of the Country Forest Plat 1 with the Applicant's property identified as Lot 5. And at the bottom left a close-up of the Applicant's original survey from 1976.

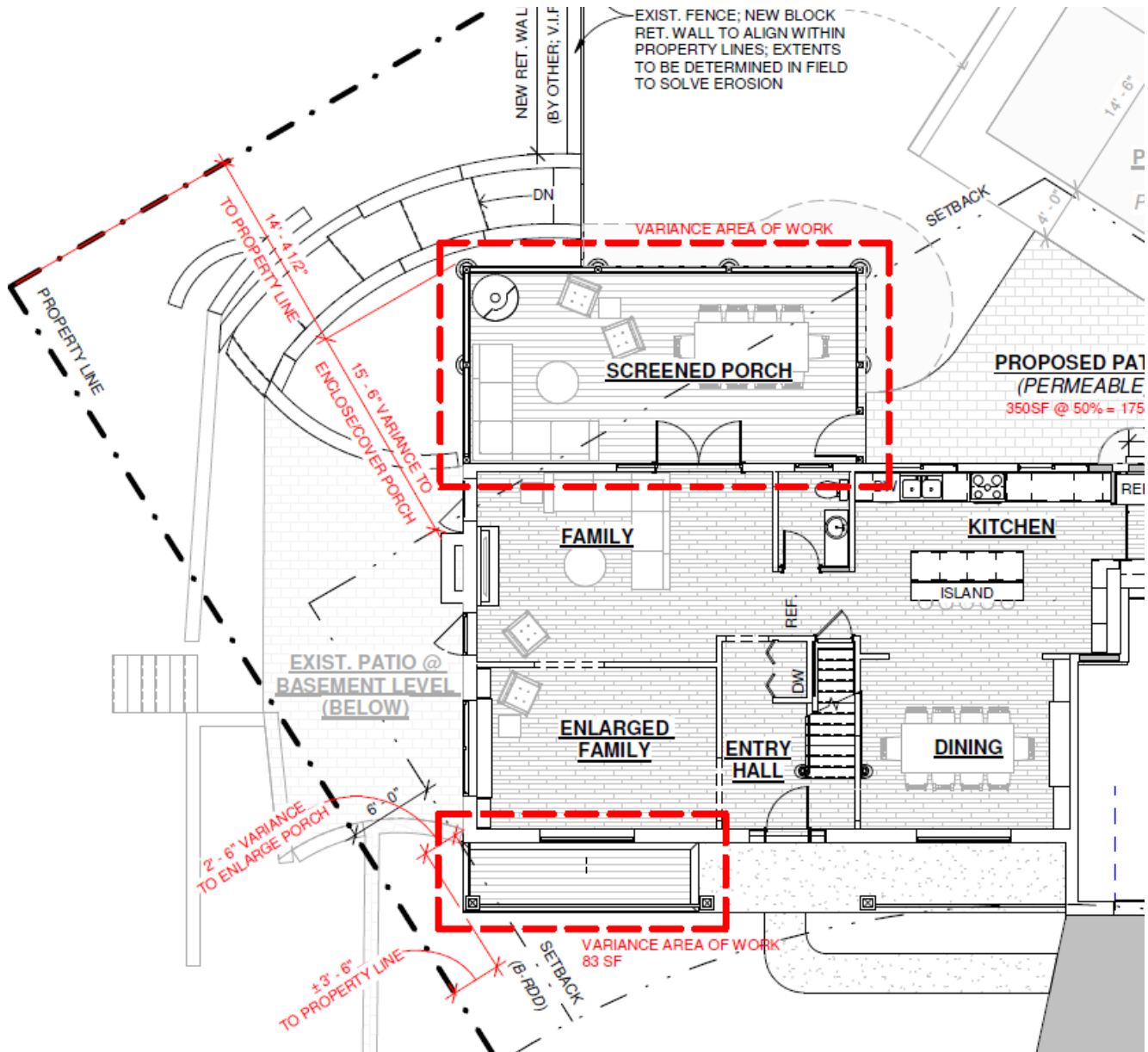


Figure 2: Close-up of the Applicant's Site Plan showing the existing deck as a screened in porch, and the new extended front entrance that would be 3.5 feet from the side yard line.

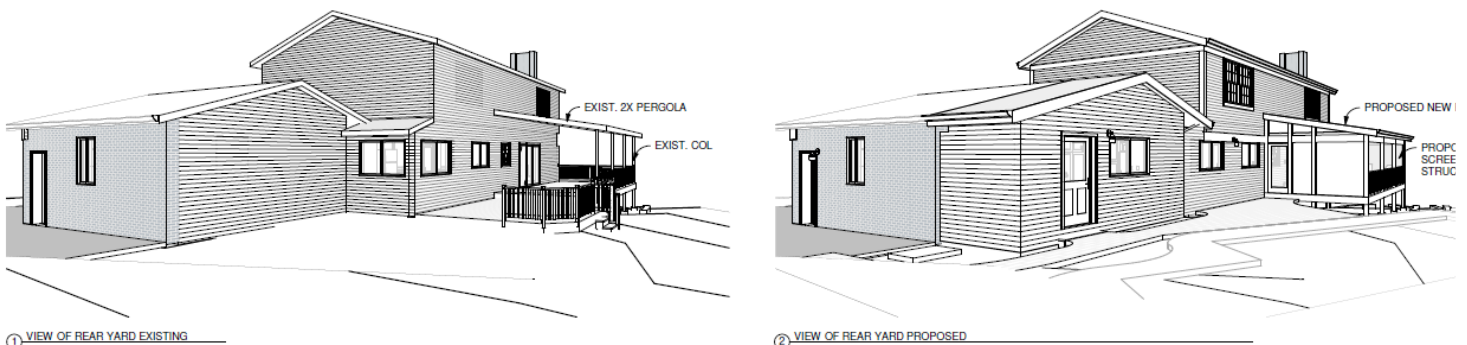


Figure 3: Applicant's Existing and Proposed rear elevation showing the deck.

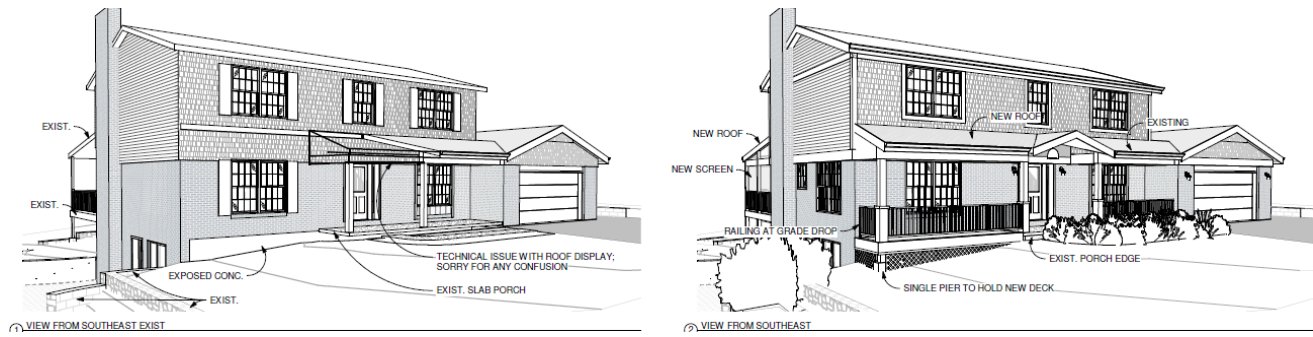


Figure 4: Applicant's elevations of the front of the home showing the existing and proposed elevation of the new front porch extended the full length of the home.



Figure 5: Applicant's images of the existing deck and front of the home.

Section 405.630(A)(5) of Yard Regulations provides that a deck, whether elevated or at ground level, may project up to five (5) feet into a required rear yard. Thus, the deck is pre-existing, non-conforming, and where Section 405.610(2) of Non-conformities allows for the repair and alteration of existing non-conformities provided that no such repair and maintenance, or remodeling shall either create any additional non-conformity or increase the degree of existing non-conformity of all or any part of such structure.

Additionally, Section 405.610(E) Non-Conformities within Setback Lines states that:

Section 405.610 Non-Conformities

D. Non-Conformities Within Setback Lines. In addition to the provisions of Section 405.240 regulating setbacks, the following regulations shall apply to those non-conformities located within prescribed setback lines from the rights-of-way of public or approved private streets and highways.

- 1. Projection of existing structures into required setbacks. No structure shall be constructed, reconstructed or structurally altered in such a manner as to project into the area prescribed as a setback from a public or approved private street or as established by this Chapter.*

The Applicant is seeking a variance to allow for the structural alteration to the non-conforming deck to provide for a new roof structure to create a screened in porch, and to extend the front porch the full length of the home.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Residence, Country Forest Subdivision	B-RDD, B Single Family Residential, with Residential Designed Development Designation	NA
South	Common Ground	B-RDD, B Single Family Residential, with Residential Designed Development Designation	NA
East	Residence, Country Forest Subdivision	B-RDD, B Single Family Residential, with Residential Designed Development Designation	Meadow Green Place
West	Residence, and Common Ground, Country Forest Subdivision	B-RDD, B Single Family Residential, with Residential Designed Development Designation	NA

STAFF ANALYSIS

Performing an analysis of a variance appeal primarily requires a six-part examination of the facts, as required by Section 405.1100, *Criteria for Variances, Generally*, of the Zoning Ordinance. To wit:

- 1. The variance requested arises from a condition which is unique to the property in question and which is not ordinarily found in the same zoning district;**

As discussed above, the house and lot in question are not unique in size or configuration for this subdivision, as many of the homes in the Country Forest Subdivision were built at the same time, and were placed within the rear yard setback. However, the lack of documentation on the setbacks within the Country Forest Subdivision approval has resulted in a number of homes in the area as non-conforming, and where any structural alteration to existing deck or the expansion of a front porch within the side yard setback would require a variance, thus creating the unique condition of the property that would not ordinarily be found in more recent RDD Subdivisions where such setbacks are reviewed and documented on the plat.

2. The variance requested is because of a unique hardship not created by the applicant nor the owner of the property;

The Applicant had no say in the placement of the home on the lot. However it is the Applicant's decision to pursue the structural alterations of the deck to enclose the structure, and to expand the front porch further into the setback at this time. The request to enclose the deck would not extend beyond the existing non-conforming deck structure, and any meaningful alteration to the non-conforming deck would require a variance. The expansion of the front porch for aesthetic purposes on the front of the home, is not a unique hardship of the property, and is one that is being created by the Applicant.

3. The granting of the variance shall not adversely affect adjacent property owners or residents;

Given that the request does not extend the existing rear deck, it is unlikely that the average viewer will perceive a negative impact arising from a sense that the deck and/or the front porch is too close to the public common ground compared to those around it due to the limited nature of the encroachment. Further, if the members of the Board believe that the aesthetic qualities of the additions are in keeping with the rest of the house, and the neighborhood in general, it is likely that allowing the alteration will not have an adverse effect on the adjacent properties, as many of the homes have decks that are so similarly situated as can be seen in the GIS image below.

4. The strict application of the provisions of the Zoning Ordinance from which a variance is requested, will cause severe practical difficulty or extreme hardship for the property owner represented in the application;

It is fairly debatable if maintaining the existing deck without the roof structure, and not expanding the front porch would represent severe practical difficulty or extreme hardship given that the Applicant had use of the property and home for many years. The question before the Board, under this criterion, is whether or not the inability to update a feature of one's house, without a variance, represents an extreme hardship.

5. The variance desired will not adversely affect the public health, safety, order, convenience, or general welfare of the community, and

Nothing in the request will affect the public health, safety, order, convenience, or general welfare of the community.

6. Granting the variance desired will not violate the general spirit and intent of this Chapter.

Certainly, the City has enjoyed the benefits of significant private investments in the existing housing stock; much of it made possible by the large lots that afford most houses plenty of "room to grow." In many prior applications, the root of the problem is that the house does not have "room to grow" because either the lot is non-conforming for size and/or the house was built to a setback standard that does not conform to City zoning. In essence, the latter condition is the basis of the request. The home was built in 1976 at just over the setback line at the southwest corner of the home that was allowed by the City with the approval of the subdivision in 1972. However, with the approval, no documentation was provided regulating the placement of the structure or determining a rear yard setback. The rules applied to the Residential Designed Development standards more clearly provide the requirements for such standards and where they must be placed on the subdivision plat. The age of the deck and the home result in an aging structure with a limited opportunity to improve it short of completely replacing the house.

Additional Criteria for Non-Use Variances

In addition to the above, Section 405.1110.E. *Criteria for Area Variances*, states that an applicant for an area variance must meet the following criteria:

1. **By reason of exceptional narrowness, shallowness or shape of the specific piece of property, or where by reason of exceptional topographical conditions or other extraordinary or exceptional circumstances that the strict application of the terms of the zoning regulations actually create a hardship to the property in a manner dissimilar to that of other similarly situated property in the zoning district in which it is located.**

As established above, the lot and subdivision were approved in 1972 with reduced size in consideration of maintenance of the large common ground areas. The homes built within the rear yard setback, similar to many of the homes in the area, and as such are not easily improved without a variance. Given the history of the subdivision, and lack of documented standards regarding the rear yard setback, and the allowance of a reduced side yard setback where adjacent to common ground, could represent an “exceptional circumstance” for this property.

2. **Granting the variance would not result in the diversion of additional stormwater that would adversely affect adjacent property.**

The slight increase in the enclosing of the deck and the expansion of the front porch will not result in the diversion of additional stormwater that would adversely affect adjacent property.

ACTION

Following its deliberation, the Board of Adjustment may vote in favor or against a motion to approve the request. Pursuant to Section 405.1110 of the Zoning Code, approval of a variance requires written findings of fact supporting the specified variance criteria. In order to make the vote on the application clear, an affirmative motion should be made and members can vote to approve or disapprove that motion. An example motion for the requested variance to the front-yard setback would be:

“I move to approve a variance allowing for the structural new roof structure to the pre-existing, non-conforming deck within the rear yard setback and the expansion of the front porch within the side yard setback for the property at 433 Meadow Green Place, where the required rear yard setback is 30 feet, and the side yard of 6 feet for the B-RDD Single Family Residential, based upon a positive finding that:

1. The variance requested arises from condition which is unique to the property in question and which is not ordinarily found elsewhere in the same zoning district;
2. The variance requested is because of a unique hardship not created by the Applicant nor the owner of the property;
3. The granting of the variance will not adversely affect adjacent property owners or residents;
4. The strict application of the rear-yard and the side-yard setback will cause severe practical difficulty and extreme hardship for the property owner represented in the application;
5. The proposed addition will not adversely affect the public health, safety, order, convenience or general welfare of the community;
6. Granting the setback variance will not violate the general spirit and intent of this Chapter;
7. By reason of the lot size within the B-RDD Single-Family Residential zoning district, the strict application of the setback requirements actually creates a hardship to the property in a manner dissimilar to that of other similarly situated property in the zoning district; and,
8. Granting the variance will not result in the diversion of additional stormwater that would adversely affect adjacent property.”

If the Board wishes to modify the application or add specific conditions of approval, they should do so by separate motion, prior to voting on the overall approval for each variance.

After the Board reaches a final decision regarding the request, a follow-up motion directing Staff to prepare and authorizing the Chair to execute the Findings of Fact and Conclusions of Law should be made. An example of such motion is:

“I move to direct Staff to prepare and authorize the Chair of the Board of Adjustment to execute Findings of Fact and Conclusions of Law regarding the variance requested for 430 Meadow Green Place based upon the testimony received and the deliberations of the Board on this application, as decided on May 20, 2021.”

APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO



City Limits

Parcels

May 3, 2021



Prepared By

HORNER SHIFRIN

Attachment: 433 Meadow Green BOA Staff Report-May 20 (433 Meadow Green Pl Variance)

APPENDIX 4: SITE PHOTOGRAPHS

Photo Dates: 05/12/2021



Description: View looking southeast from Meadow Green Place of the existing home.



Description: View looking northeast from the common ground area at the existing home and deck.



Description: View of the existing deck and pergola from the rear of the property.

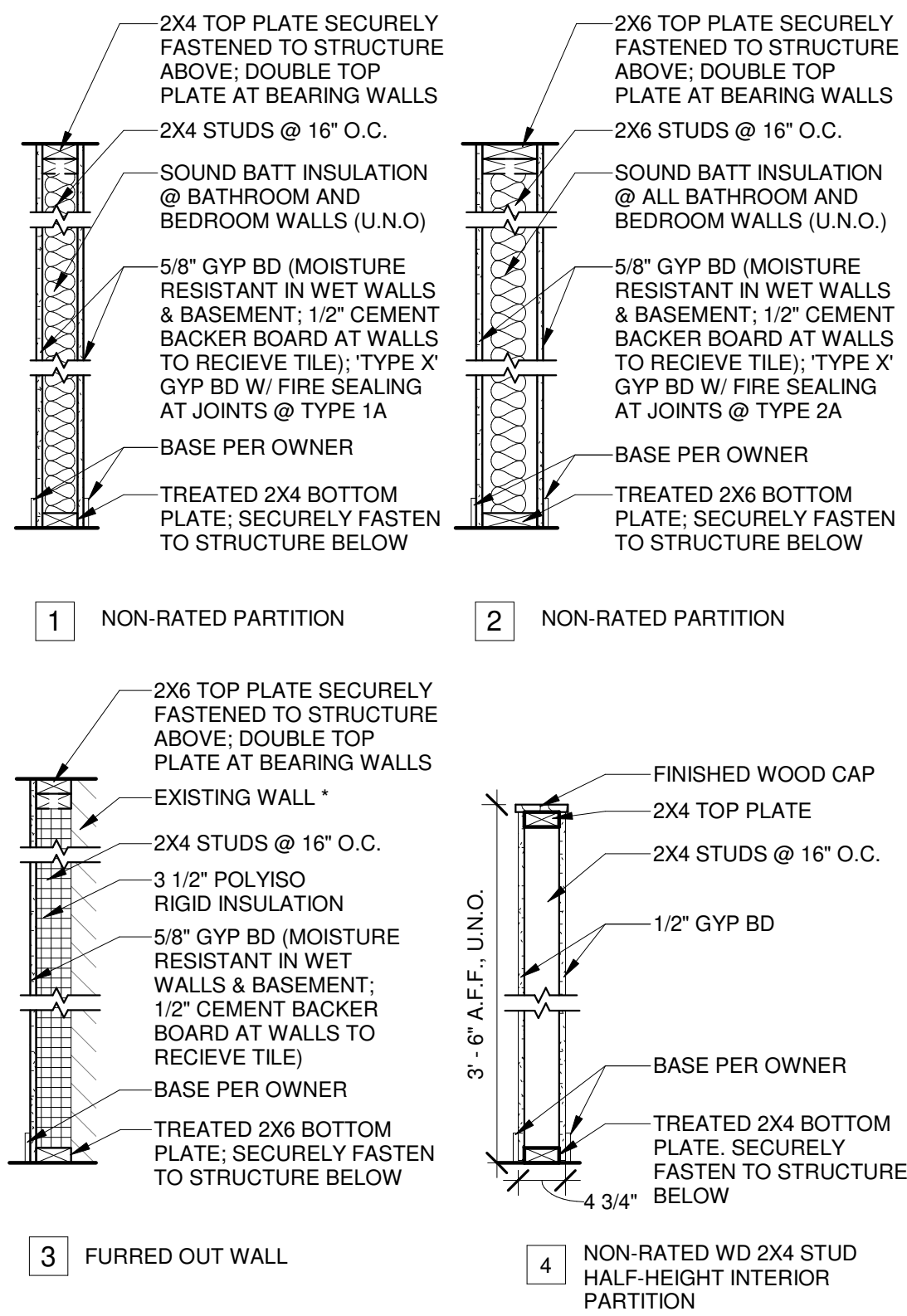
WINDOW SCHEDULE							
NUMBER	WIDTH	HEIGHT	SILL HEIGHT	Material	TYPE	NOTES	Count
A	2'- 6"	4'- 0"	3'- 0"	WHITE VINYL	CASEMENT	EGRESS WINDOW; 44" MAX. SILL HEIGHT; NEW OPENING REQUIRED	1
B	5'- 0"	4'- 0"	3'- 0"	WHITE VINYL	SLIDER	REPLACE EXISTING	1
C	6'- 9"	5'- 6"	1'- 4"	WHITE VINYL	DOUBLE HUNG PAIR	REPLACE EXISTING (1); NEW OPENING REQUIRED (1)	2
E	3'- 0"	3'- 0"	3'- 8"	WHITE VINYL	CASEMENT	NEW OPENINGS REQUIRED (2)	2
F	2'- 10"	6'- 8"	0"	WHITE VINYL	FIXED	MAY BE PART OF SLIDING DOOR SYSTEM; TEMPERED	1
G	2'- 8"	3'- 0"	3'- 8"	WHITE VINYL	DOUBLE HUNG	REPLACEMENT; FROSTED/TEXTURED PRIVACY GLASS	1
H	5'- 0"	3'- 3"	3'- 6"	WHITE VINYL	SLIDER	ALTERNATE: DBL CASEMENT; EXIST OPENING (1), NEW OPENING (1)	2
I	6'- 9"	5'- 0"	2'- 3"	WHITE VINYL	DOUBLE HUNG PAIR	REPLACE EXISTING (3); NEW OPENING REQUIRED (1)	4
J	3'- 3"	5'- 0"	2'- 3"	WHITE VINYL	DOUBLE HUNG	REPLACE EXISTING	1
K							2
L	6'- 9"	5'- 6"	1'- 4"	WHITE VINYL	DOUBLE HUNG PAIR	REPLACE EXISTING (1); NEW OPENING REQUIRED (1)	2

EXTERIOR NOTES:

- NEW WINDOWS THROUGHOUT HOUSE; COORD. W/ OWNER
- NEW BRICK STAIN, COLOR PER OWNER SELECTION
- NEW SIDING AND TRIM, COLOR PER OWNER SELECTION
- LANDSCAPING ELEMENTS TO BE CONFIRMED BY OWNER;
INSTALLED BY OTHER

- A. NEW PARTITIONS TO BE TYPE 1 UNLESS NOTED OTHERWISE.
- B. ALL DOORS TO BE LOCATED 4' FROM ADJACENT PERPENDICULAR WALLS.
- C. MECHANICAL UNITS WILL BE LOCATED AS SHOWN OR AS DETERMINED BY MECHANICAL CONTRACTOR - COORDINATE WITH OWNER.
- D. DRYER/ROOF VENTS SHOULD BE POSITIONED AT THE REAR PORTION OF THE ROOF. GENERALLY 50' FROM THE REAR PORTION VISIBLE FROM MAIN STREET (LOCAL AND HISTORIC GUIDELINES).
- E. ALL INTERIOR FINISHES AND HARDWARE SELECTION TO BE COORDINATED WITH OWNER. SEE SPECIFICATIONS FOR MORE FINISH INFORMATION.
- F. ALL APPLIANCES AND PLUMBING FIXTURES TO BE APPROVED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR.

- A. 1/2" GYPSUM BOARD MAY BE USED IN LIEU OF 5/8"; COORDINATE WITH G.C.
- B. PROVIDE CAULK AT PERIMETER OF ALL MASONRY WALLS AND TOPS.
- C. PROVIDE CONTINUOUS BEADS (3) OF ACOUSTICAL SEALANT AT COLLINS, SILL, AND BOTTOM TRACKS WHERE PARTITION ABUTS EXISTING FLOORING AND WALL.
- D. ALL PARTITION AND SOUND DUCTS SHOULD NEVER BE SUPPORTED BY, OR IN RIGID CONTACT WITH THE WALL. LARGE OPENINGS SHOULD BE CLOSED TO WITHIN 1/4" TO 1 1/2" OF THE PENETRATING ELEMENT AND FINAL SEAL.
- E. ACOUSTICAL SEALANT IS NON-HARDENING AND PROVIDES A RESILIENT CONTACT WITH THE PENETRATING ELEMENT. OTHER BUILDING SEALANTS ARE NOT ACCEPTABLE. PROVIDE ONE ACOUSTICAL SEALANT IF PENETRATION LEAVES A GAP OF 1/4" OR LESS. IF REMAINING GAP IS GREATER THAN 1/4", PROVIDE TWO LARGER GAPS OF 1/4" TO 1" WILL REQUIRE THE VOID TO BE PACKED WITH FIBERGLASS SOUND BATTS OR MINERAL WOOL TO 1/2" OF THE SURFACE AS BACKER. COVER BACKER WITH ACOUSTICAL SEALANT TO FILL VOID AND PATCH SURFACE WITH PATCHING PLASTER AS REQUIRED.
- F. COVER ALL SIDES AND BACK OF WALL MOUNTED ELECTRICAL DEVICES WITH FIBERGLASS SOUND BATTS AND PROVIDE ACOUSTICAL SEALANT AT ALL EDGES TO THOROUGHLY SEAL PENETRATIONS.
- G. NO BACK-TO-BACK ELECTRICAL DEVICES IN WALLS WITH ELECTRICAL OUTLETS ON BOTH SIDES. MAINTAIN A MINIMUM OF 16" OF HORIZONTAL SEPARATION BETWEEN OUTLETS. THIS ALSO APPLIES TO ANY TYPE OF DEVICES THAT MAY TYPE, THE WALL SURFACE SUCH AS WALL SCONES, SWITCH BOXES, ETC.
- H. **ALL DIMENSIONS ARE TO FINISH FACE OF DRYWALL, U.N.O.**



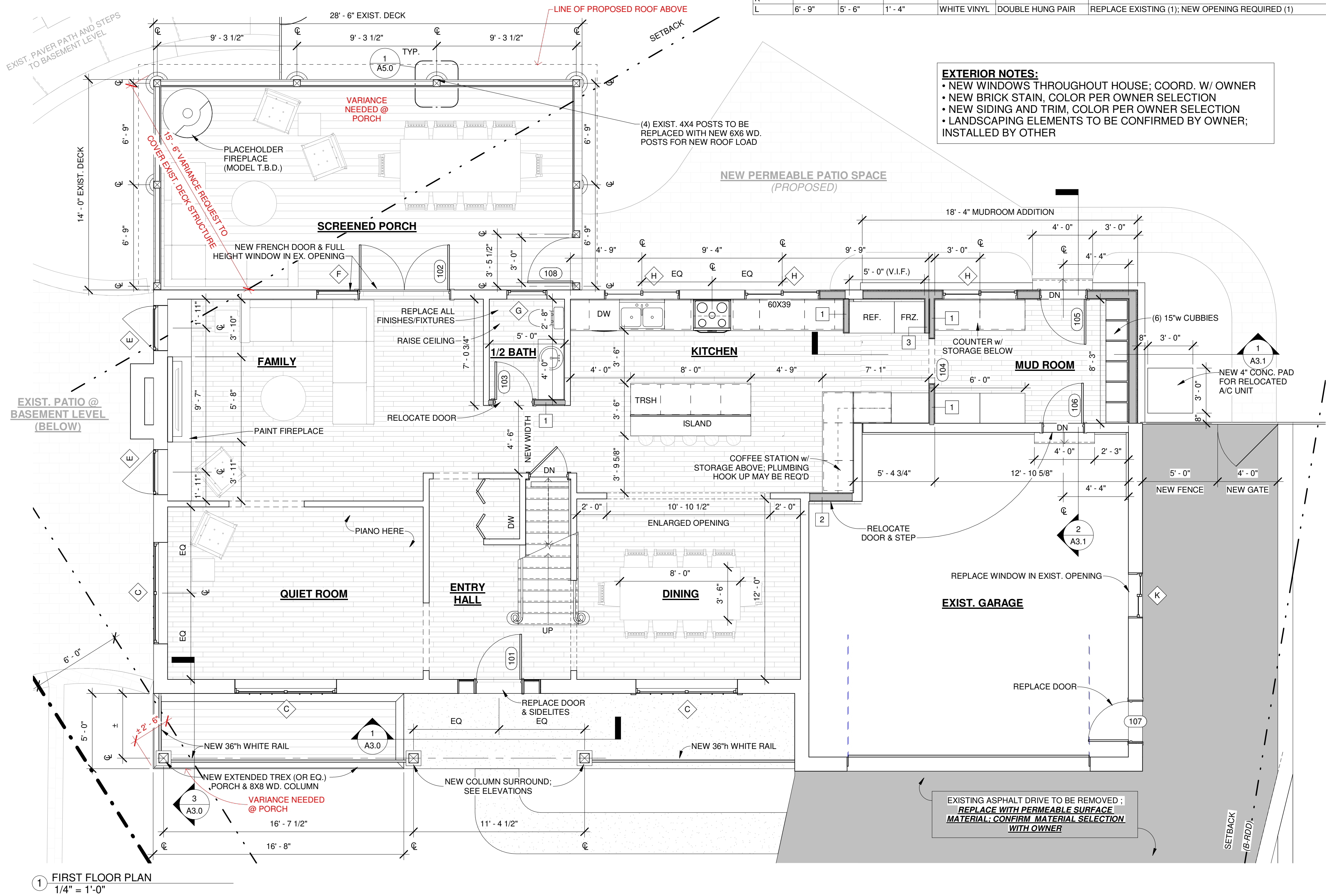
RENOVATIONS AND ADDITIONS TO:

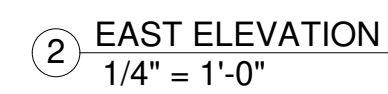
433 Meadow Green Pl

DRAWN BY: TH	CHECKED BY:
SHEET NO.	

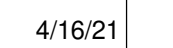
A1.4

Proposed Plans





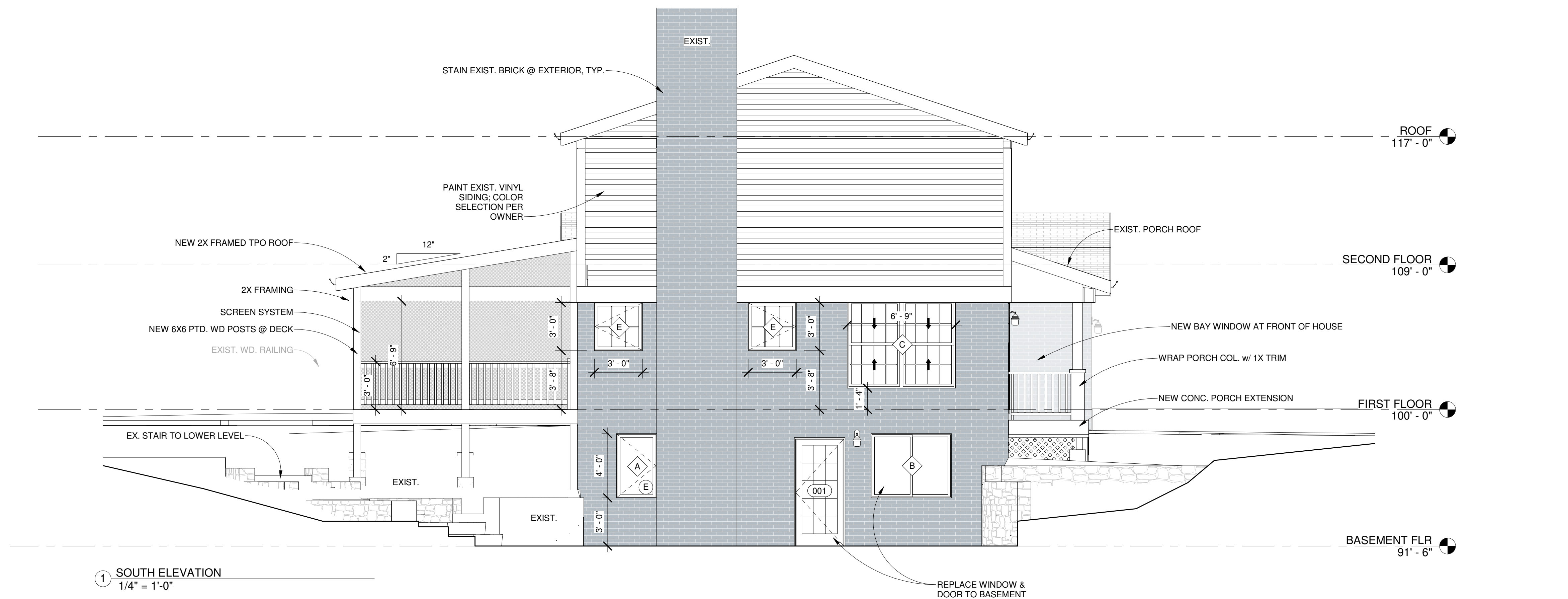
A. ALL ELEVATION HEIGHTS ARE APPROXIMATE - G.C. TO VERIFY IN FIELD.
B. FLOOR ELEVATIONS ARE TO THE TOP OF FLOOR JOIST, RATHER THAN SUB FLOOR OR FINISH FLOOR.



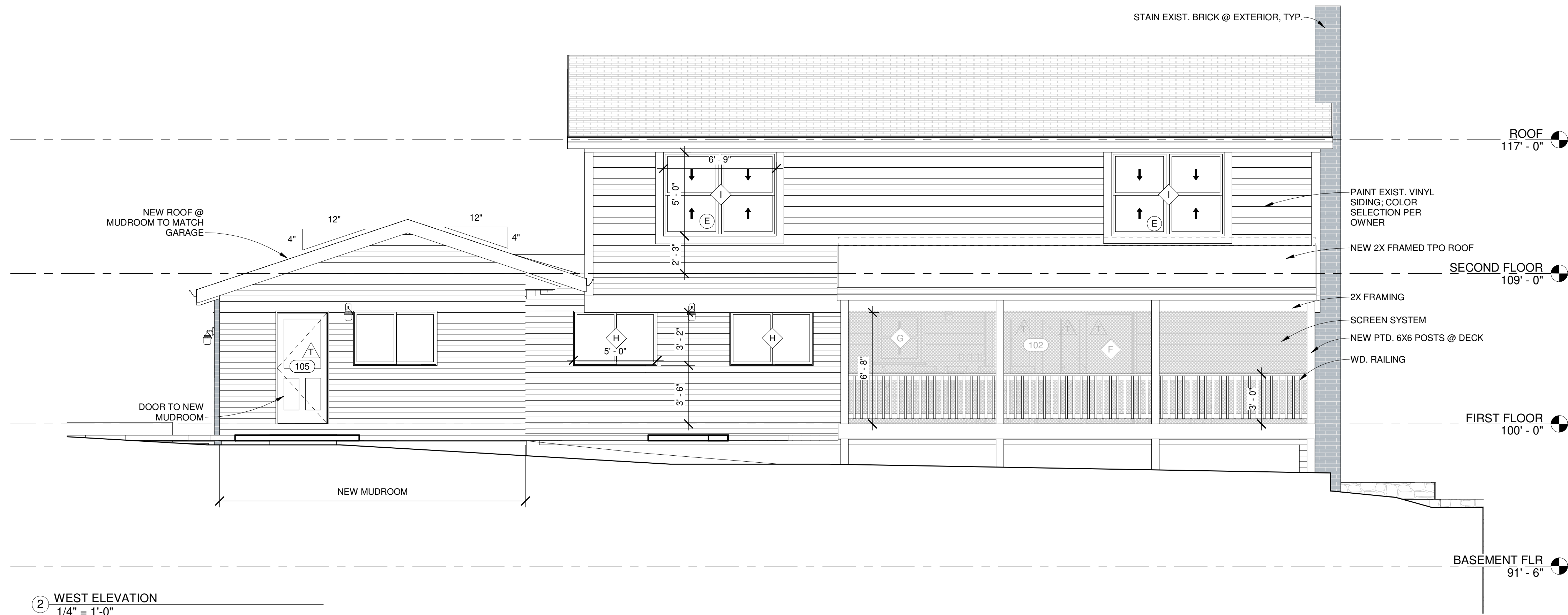
433 Meadow Green Pl

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SHEET NO.	

Building Elevations



1 SOUTH ELEVATION
1/4" = 1'-0"



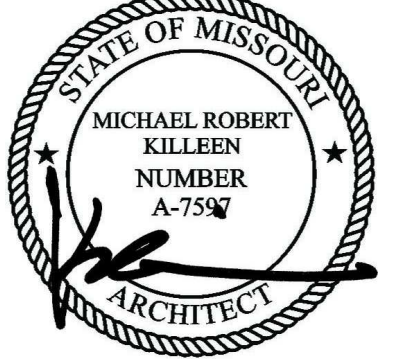
2 WEST ELEVATION
1/4" = 1'-0"



KILLEEN STUDIO
ARCHITECTS

3015 SALENA STREET
ST. LOUIS, MO 63118
314-771-0883

SEAL #: A-7597



4/16/21

RENOVATIONS AND ADDITIONS TO:

433 Meadow Green Pl

MARK	DATE	DESCRIPTION
	4/16/21	CC BOA APPEAL

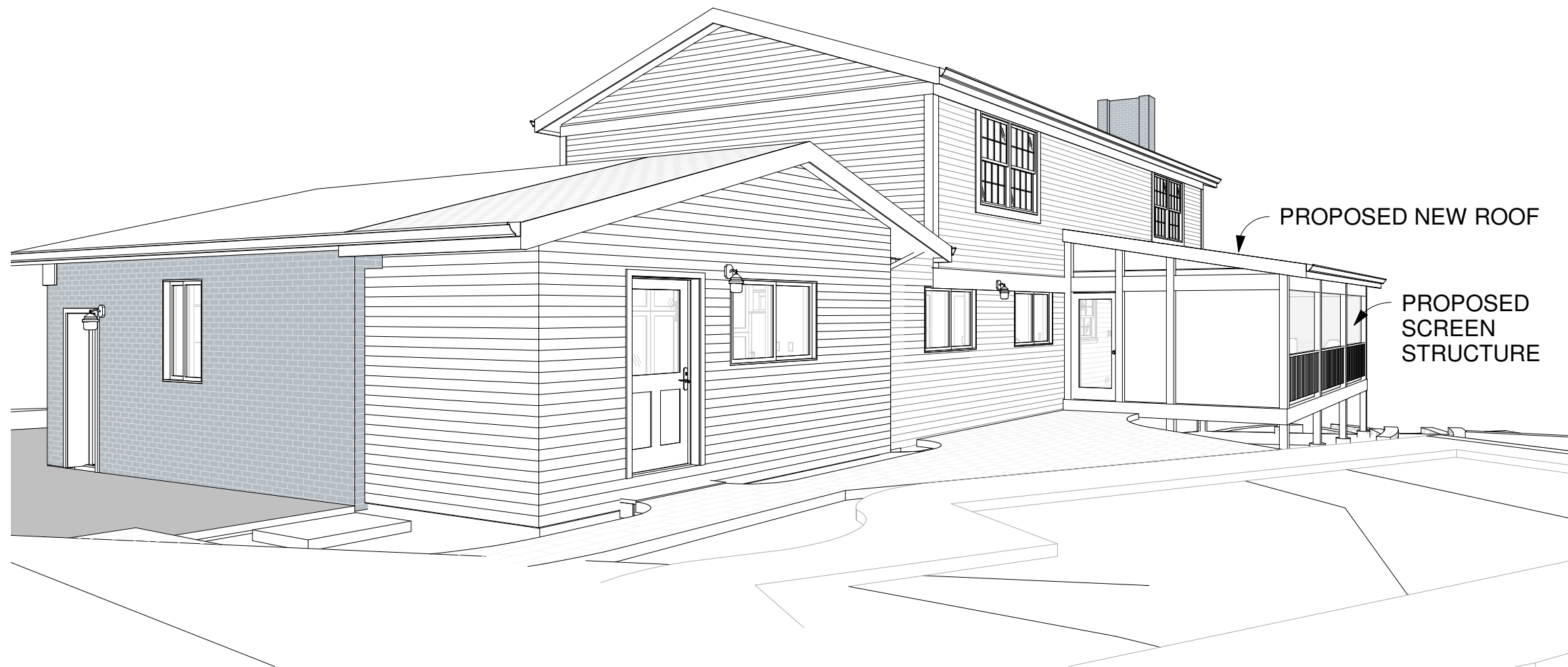
DRAWN BY: TH CHECKED BY: --
SHEET NO.

A2.1

Building Elevations



① VIEW OF REAR YARD EXISTING



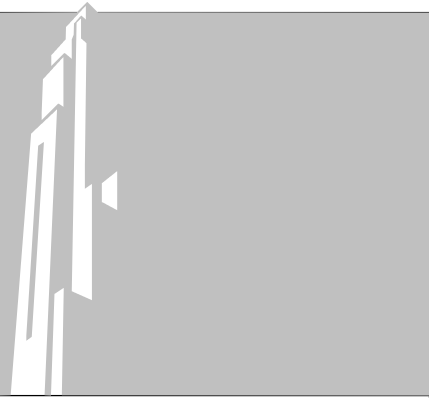
② VIEW OF REAR YARD PROPOSED



EXISTING CONDITIONS OF THE REAR DECK AT 433 MEADOWGREEN;
PROPOSED TO REPLACE PERGOLA WITH SOLID ROOF AND ENCLOSE WITH SCREEN



ADDITION AT REAR OF 436 FALAISE DRIVE, 'COVERED SCREEN PORCH'



KILLEEN STUDIO
ARCHITECTS

3015 SALENA STREET
ST. LOUIS, MO 63118
314-771-0883

SEAL #: A-7597



4/16/21

RENOVATIONS AND ADDITIONS TO:

433 Meadow Green Pl

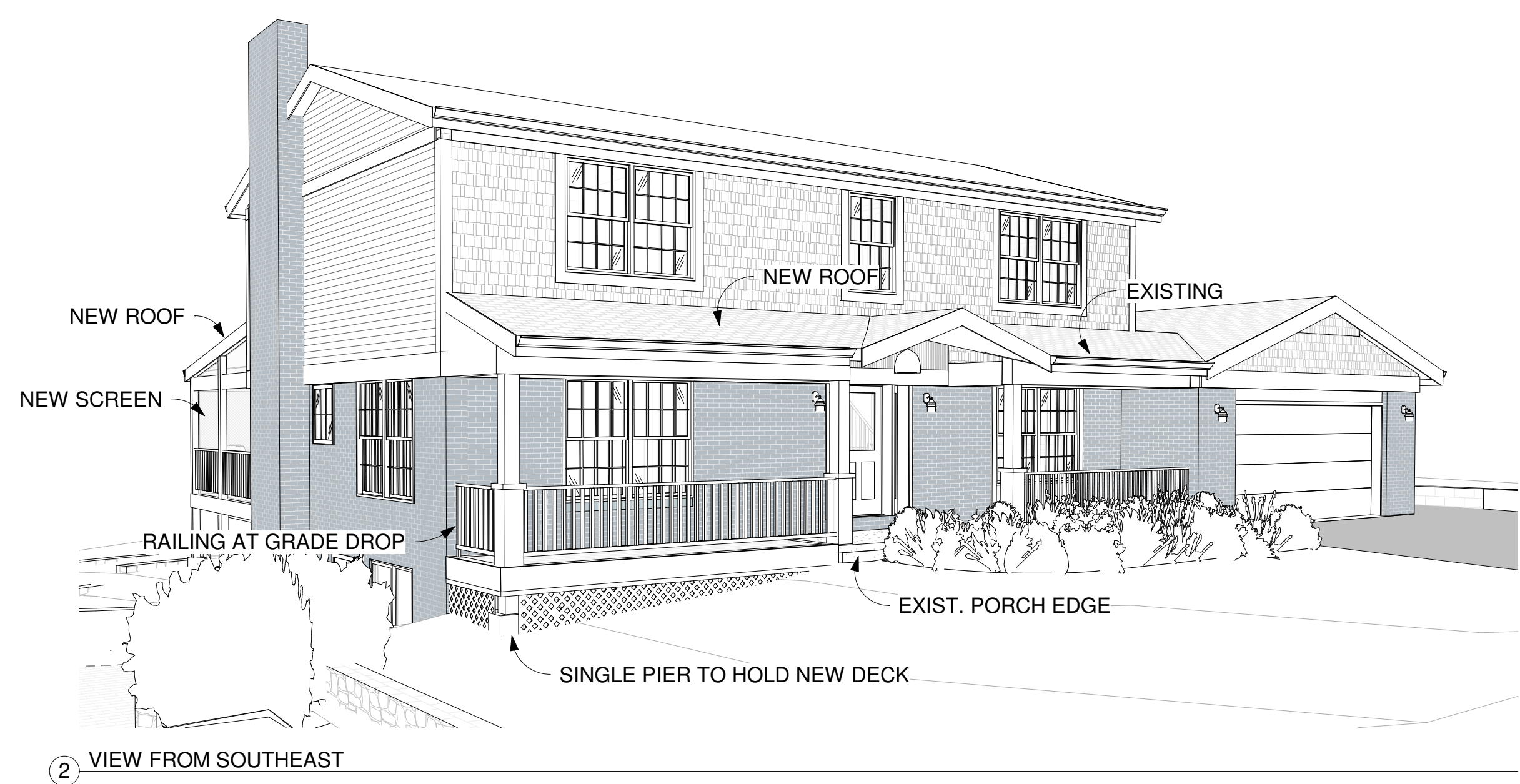
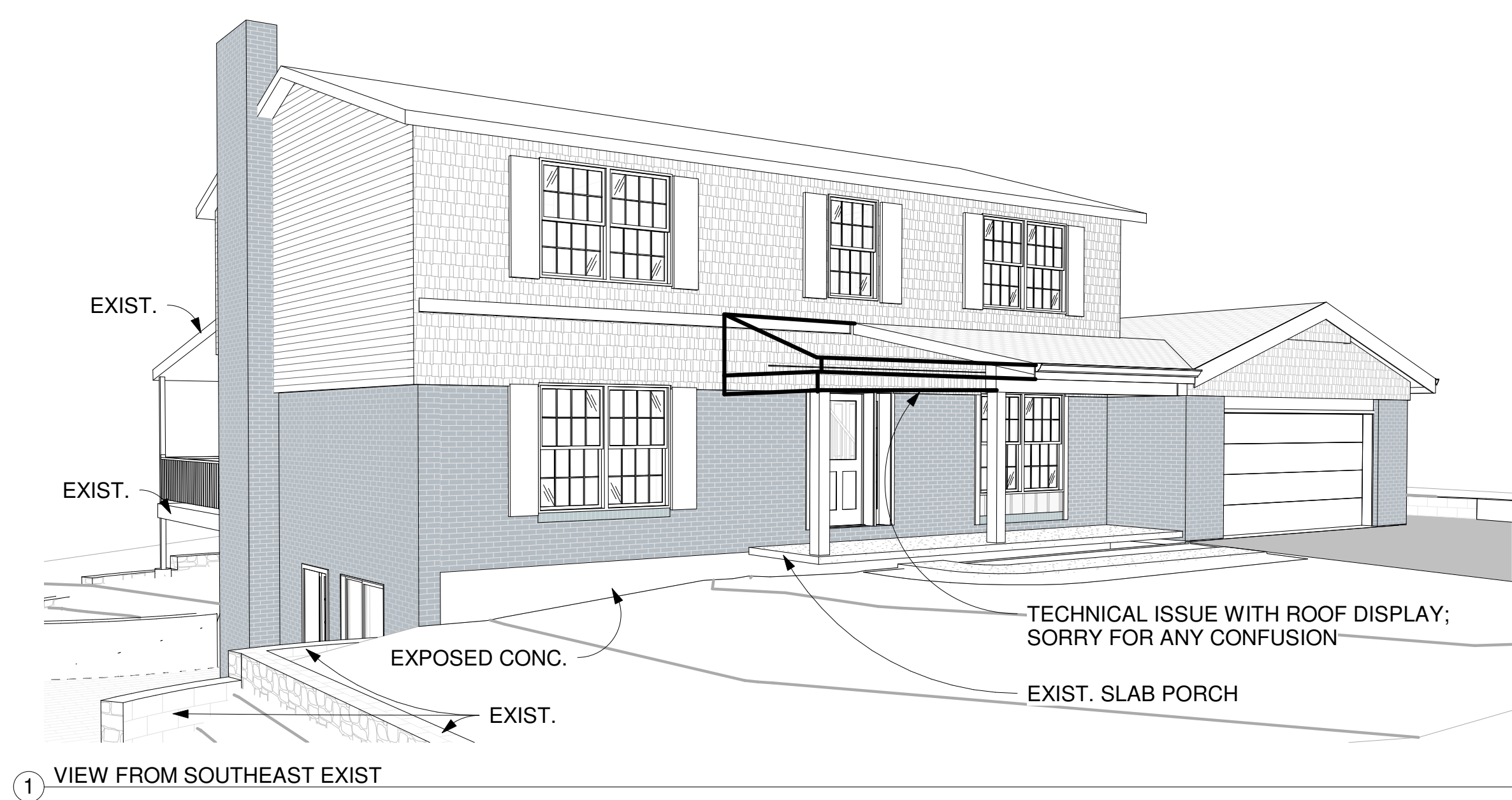
MARK	DATE	DESCRIPTION
	4/16/21	CC BOA APPEAL

DRAWN BY: TH | CHECKED BY: --
SHEET NO.

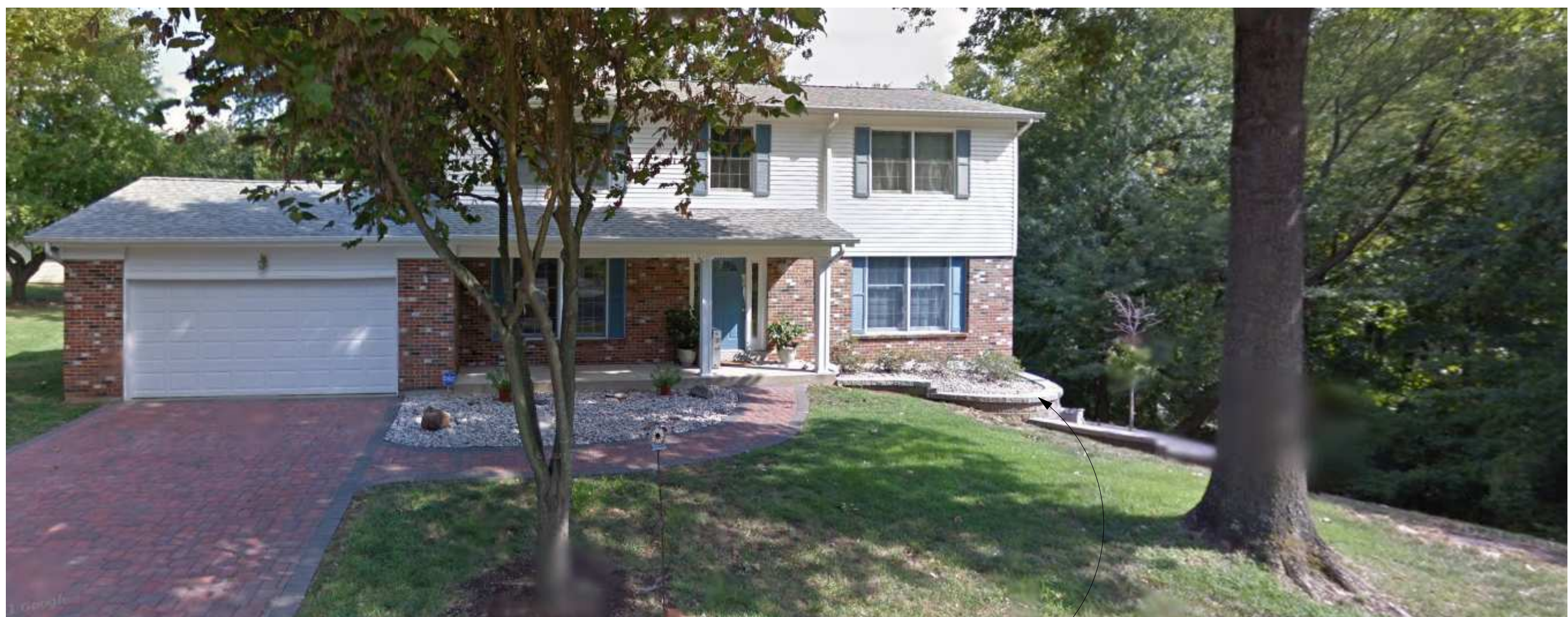
A6.1

EXISTING AND
NEW

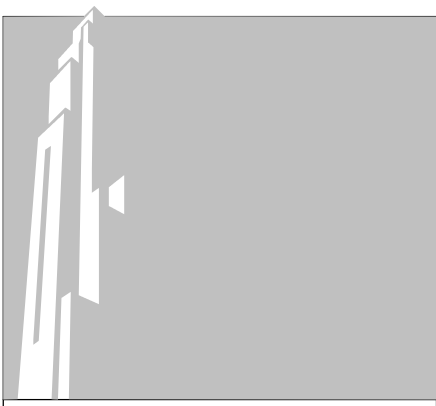




433 MEADOW GREEN, AREA OF PROPOSED FRONT PORCH (ORANGE OUTLINE)



RETAINING WALLS BUILT AT 430 MEADOW GREEN, OF SIMILAR HEIGHT TO PROPOSED PORCH ADDITION



KILLEEN STUDIO
ARCHITECTS

3015 SALENA STREET
ST. LOUIS, MO 63118
314-771-0883

SEAL #: A-7597



4/16/21

RENOVATIONS AND ADDITIONS TO:

433 Meadow Green Pl

MARK	DATE	DESCRIPTION
	4/16/21	CC BOA APPEAL

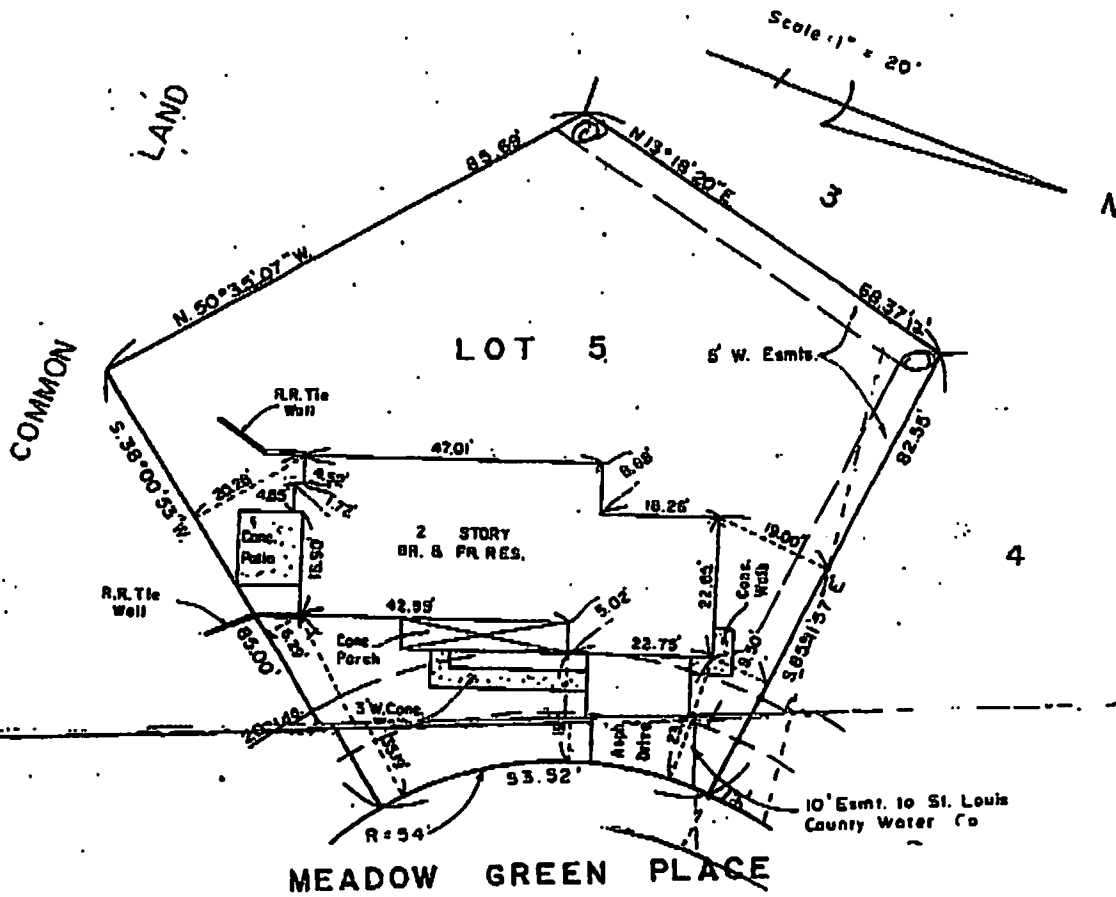
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A6.2

EXISTING AND
NEW

COUNTRY FOREST PLAT 1

Shadisen
Ab-68603



CLAYTON SURVEYING & ENGINEERING COMPANY
725 Old Ballas Road, St. Louis, Missouri 63141

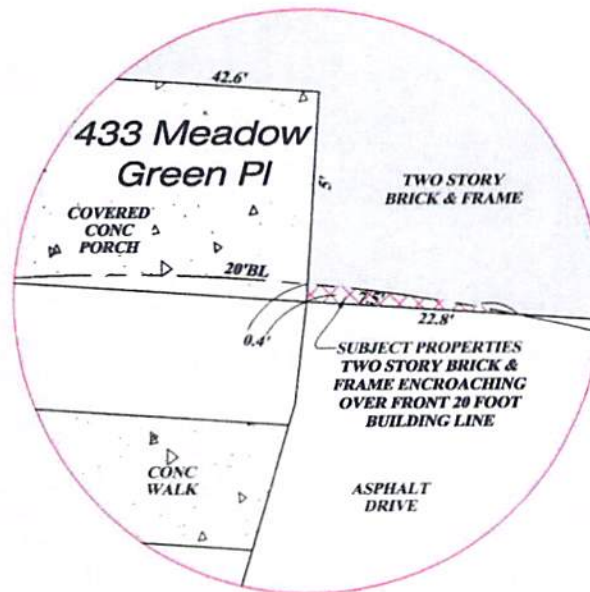
This is to certify that we have, on June 11, 1976, by order of Jefferson Savings & Loan Association, made a Survey of the Improvements on Lot 5 of "Country Forest Plat 1", a Subdivision according to the plat thereof recorded in Plat Book 144, Pages 46 & 47 of the St. Louis County Records, and that the result of said Survey is correctly shown on this plat.

J. McMillen, Deputy

Clayton Surveying & Engineering Co.

By





**'B' BUILDING
ENCROACHMENT
DETAIL**
NTS



SHEET 2 OF 2



TODD L. DWYER
MISSOURI P.L.S. #2656
THD DESIGN GROUP, INC.

THD DESIGN GROUP, INC.

"your solution for engineering and
surveying"

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84 MOSS GLEN COURT
OFALLON, MO 63368
TEL. 636-294-2972
FAX: 636-294-3027
WEB: THDDESIGNGROUP.COM

ORDER # 11-0350

433 Meadow Green Place

DATE: 4/26/2011

DRAWN: SLH

COUNTRY FOREST

PLAT 1

SECTIONS 4 & 9

T. 45N. R. 5E.

BOOK 144 PAGES 46-47
FILED FOR RECORD
JUN 29 1972
At 11:45 O'clock A.M.
WM. E. FAUKE
RECORDER OF DEEDS

122

SCALE

N/H JEFFERSON SAVINGS & LOAN ASSOC.
(Future Development)

"HIRAM CEMETERY"

"HIRAM CEMETERY"

"WESTGATE"
PB. 137 Pg. 63

UNION ELECTRIC CO.
6421 / 835

"NOTTINGHAM"
PLAT 1

"NOTTINGHAM"
PLAT 2

PB. 125 Pg. 58

PB. 117 Pg. 32 & 33

N/H JULIAN H LINDER
4254 / 101

CLAYTON SURVEYING & ENGINEERING CO.
725 Old Baline Rd., St. Louis, Mo. 63141

This is to certify that we have, during the month of June, 1972, by order of Jefferson Savings and Loan Association, made a survey and subdivision of a tract of land in Fractional Sections 4 and 9, Township 45 North, Range 5 East, St. Louis County, Missouri and that the results of said survey and subdivision are correctly shown on this plat.

Clayton Surveying & Engineering Co.

By Lawrence R. Wille

We the undersigned owners of the tract of land herein platted and further described in the foregoing Surveyor's Certificate, have caused the map to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "COUNTRY FOREST PLAT 1".

Falaise Drive, 60 feet wide, Woodline Drive, 50 feet wide, together with the roundings shown hereon on the above plat along with the 7 foot widening strip along Hibler Road are hereby granted to Southwestern Bell Telephone Company, Union Electric Company, Laclede Gas Company, St. Louis County Water Company and to the Fee Trunk Sewer Inc. for construction and maintenance of utilities, water and sewers as their interests may appear. The building lines as shown are hereby established.

All lots in the subdivision are hereby made subject to further restrictions and conditions contained in a separate instrument to be filed of even date.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our Corporate Seal this 29th day of June, 1972.

Attest: Robert M. Meyer Secretary
By Eugene O. Snelano Vice President

State of Missouri)
County of St. Louis)

On this 29th day of June, 1972, before me appeared Eugene O. Snelano, to me personally known, who being by me duly sworn, did say that he is a Vice President of Jefferson Savings and Loan Association, 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 Eugene O. Snelano further 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 notarial seal on the day and date last above written.

My Commission expires April 1, 1973

Phyllis D. Dikow Notary Public

Phyllis Dikow Printed Name of Notary

I, Robert C. Hines, City Clerk for and within the City of Creve Coeur, Missouri, do hereby certify that this plat of "Country Forest Plat 1", was approved by the City Council of the City of Creve Coeur, Missouri by ordinance No. 607 approved the 21st day of June, 1972.

Robert C. Hines City Clerk, City of Creve Coeur, Missouri

Approved by the City of Creve Coeur, Planning Commission this 19th day of June, 1972.

Robert C. Hines Chairman, City of Creve Coeur Planning Commission

PLANNING & ZONING COMMISSION
RECOMMENDED FOR: APPROVAL
DATE: 1-24-72
CHAIRMAN: Robert C. Hines

72 JUN 23 AM 11:45

INDENTURE AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF COUNTRY FOREST

RECORDED

THIS INDENTURE, made and entered into this 13th day of June, 1972, by and between JEFFERSON SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Missouri, with its principal office and place of business situated in the City of St. Louis, Missouri, Party of the First Part, hereinafter referred to as "Grantor", and ROBERT W. MEYER, RALPH E. ROMINE and BARRY R. ROMINE, all of the County of St. Louis, Missouri, Parties of the Second Part, hereinafter referred to as "Trustees"; WITNESSETH:

WHEREAS, Grantor is the owner in fee of a certain tract of land, sometimes hereinafter referred to as "tract", situated in the County of St. Louis, State of Missouri, and which is more particularly described as follows, to-wit:

A tract of land in Fractional Sections 4 and 9, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows:

Beginning at a point in the North line of Hibler Road, 66 feet wide, said point being the Southeast corner of land conveyed to Lucy A. Fitzgerald by deed recorded in Book 2, Page 478 of the St. Louis County Records; thence along the East line of said Fitzgerald tract North 2 degrees 44 minutes 30 seconds East 1631.74 feet to a point in the South line of U. S. Survey 1923; thence along the South line of said U. S. Survey 1923 South 82 degrees 23 minutes 15 seconds East 2476.74 feet to the Southeast corner thereof, said point being in the West line of Halsgame, 50 foot wide Lane as shown on the recorded plat of Nottingham Plat 1 according to the plat thereof recorded in Plat Book 117, Pages 32 and 33 of the St. Louis County Records; thence along the West line of said Halsgame Lane South 7 degrees 10 minutes West, 50.00 feet; thence along the South line of said Halsgame Lane South 82 degrees 23 minutes 15 seconds East 35.00 feet to the Northwest corner of Lot 58 of Nottingham Plat 2, a Subdivision according to the plat thereof recorded in Plat Book 125, Page 58 of the St. Louis County Records; thence along the West line of said Lot 58 South 7 degrees 36 minutes 45 seconds West 183.82 feet to a point in the North line of property now or formerly of Julian H. Linder; thence along said Linder's North line North 89 degrees 52 minutes West 317.97 feet to the Northwest corner thereof; thence along said Linder's West line South 0 degrees 04 minutes West 1154.10 feet to a point in the North line of Hibler Road

BOOK 6595 PAGE 1981

Attachment: Subdivision Indentures (433 Meadow Green Pl Variance)

66 feet wide; thence along said road line North
87 degrees 43 minutes 30 seconds West 2219.50
feet to the point of beginning, containing
78.680 Acres; and

WHEREAS, the Board of Aldermen of the City of Creve Coeur, by Ordinance No. 597, granted a Residential Designed Development Permit for the above described tract of ground which shall herein-after be referred to as "Country Forest" subject to the conditions and restrictions including those as to front yards and side yards, shown on the preliminary subdivision plan for the above described tract of land, which preliminary subdivision plan was approved by said Ordinance, all in accordance with the provisions of Section 15.19 of Ordinance No. 225, as amended, and which plan has been identified by the signature of the Chairman of the Planning and Zoning Commission and the Mayor as of the date of the adoption of Ordinance No. 597; and

WHEREAS, Grantor is in the process of subdividing and platting the above described property in to a subdivision known as "Country Forest" and reference to "Country Forest" hereinafter shall include all of the above described property or any platted subdivision of the above described property; and

WHEREAS, Grantor has recorded the plat of Country Forest, Plat 1, on this 29th day of June, 1972, as Daily No. 122, in the St. Louis County Recorder's Office, which is a subdivision of a portion of the above described property, and Grantor contemplates that the remainder of the aforesaid 78.68 acres of the above described land will also be subdivided and that a plat or plats thereof will be recorded in the St. Louis County Recorder's Office pursuant to and in conformity with the aforesaid Ordinance; and

WHEREAS, common land for park and recreational areas has been reserved in "Country Forest" Plat 1 and common land for similar purposes will be reserved in the subsequent plats of Country Forest; and

WHEREAS, as each of the subsequent plat or plats of Country

Forest is recorded, Grantor will adopt this Indenture and Declaration of Covenants, Conditions and Restrictions of Country Forest and all provisions thereof for each of said plats; and

WHEREAS, there may be designated, established and recited on the recorded plats of Country Forest certain streets, common land and easements which are for the exclusive use and benefit of the residents of Country Forest, 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 Country Forest; 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 Country Forest and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, 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 lots covered by this instrument;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to Party of the First Part in hand paid by Parties of the Second Part, receipt of which is hereby acknowledged, and further in consideration of the advantages to accrue to the Party of the First Part as well as to future owners of said lots, and with the agreement and consent of the Parties of the Second Part to act as Trustees hereunder, Grantor agrees

as follows:

Grantor shall contemporaneously with the recordation of the plat of Country Forest convey fee simple title to the areas designated on each of said plats, as recreational areas or common property by good and sufficient warranty deed to the Trustees for the sole benefit, use and enjoyment of the lot and property owners, present and future, of said Country Forest Subdivision. Said Trustees to hold said title as aforesaid for a period of twenty (20) years after which period fee simple title shall be vested in the then record owners of the lots and dwelling units in the platted subdivision of the tract of land hereinabove described, as tenants in common, but the rights of such tenants in common will only be appurtenant to and in conjunction with their ownership of lots and dwelling units in the plat of Country Forest, and any conveyance or change of ownership of any lot and/or dwelling unit in the plat of Country Forest shall carry with it ownership in common property so that none of the owners of lots or dwelling units will have such rights of ownership as will permit them to convey their interest in said common property, except as an incident to the ownership of such lot or dwelling unit, and any sale of any lot or dwelling unit in any plat of Country Forest shall carry with it, without specifically mentioning it, all the incidents of ownership of the common property, PROVIDED, HOWEVER, that all of the rights, powers and authority conferred by this instrument upon the Trustees of Country Forest, including maintenance of and assessments for the maintenance of said common land, shall continue to be exercised by the Trustees during the effective period of this instrument.

All streets and roadways and the round of intersections and cul de sacs to be shown on the plats of Country Forest Subdivision shall be private, and shall be maintained by the Trustees, provided that the Trustees shall have the power to dedicate any private streets constructed or to be constructed on the afore-described tract whenever such dedication would be accepted by the City of Creve Coeur or such other public agency as may be approved by the

City of Creve Coeur.

The building lines upon the said plat are hereby established.

All easements to be shown on the plats of Country Forest are hereby granted to the St. Louis County Water Company, Laclede Gas Company, Union Electric Company of Missouri, Southwestern Bell Telephone Company and the Fee Fee Trunk Sewer, Inc., as their interests may appear, and may be used for the respective utilities for which they may be required or to which they may be incidental for the benefit of present and future owners of all lots and property described herein.

I.

THE TRUSTEES AND THEIR SUCCESSORS

The Trustees herein named, Robert W. Meyer, Ralph E. Romine and Barry R. Romine, do, by their signatures to this instrument, consent to serve in such capacity. Whenever any one of said Trustees should resign, refuse to act, become disabled or dies, the remaining Trustee or Trustees shall appoint a successor or successors until such time as the Grantor herein owns none of the property in any plat or plats of Country Forest. At such time as the Grantor no longer owns any interest in the above described property, nor in any of the lots platted in said Country Forest Subdivision, a meeting of the then record owners in fee simple title of the lots in the plat or plats of Country Forest shall be called by notice of meeting signed by at least three (3) lot owners, and sent by first class mail to, or personally served upon, all such record lot 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 the meeting, which place shall be in St. Louis County, Missouri. At such meeting, the owner of each lot shall have one (1) vote. A majority of all votes in the plat or plats of Country Forest shall have the power to elect three (3) new Trustees, each Trustee being elected separately. After three (3) have been elected, 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. Thereafter, there shall be held an annual

election and all newly elected Trustees shall be elected for a term of three (3) years. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinbefore provided, and any business relevant or pertinent to the affairs of any plat of Country Forest may be transacted at any meeting of lot owners called in conformity with this procedure.

II. RESERVATION OF EXPENDITURES

Grantor 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 it for sewers, gas pipes, water pipes, conduits, wires, street lights, roads, streets, walkways, recording fees, subdivision fees and consultation fees or any other fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

III. TRUSTEES' DUTIES AND POWERS

Grantor hereby invests Trustees and their successors 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 Country Forest, all in accordance with and pursuant to the ordinances of the City of Creve Coeur 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 may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, park areas, lakes (including restrictions of use of same), shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on any recorded plat of Country Forest as is necessary to maintain, repair, rebuild, super-

BOOK 6595 PAGE 1986

wise and insure the proper use of said easements, streets, and road, etc. 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 shown on said plat.

3) To exercise control over the common land shown on said plats; pay real estate taxes and assessments on said common land out of the general assessment herein provided; to 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 Country Forest Subdivision, 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 in Country Forest Subdivision and according to the discretion of the Trustees.

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

5) 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, to employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

6) 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 times 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 acquisition by eminent domain become necessary, only the Trustees need to 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.

7) To prevent in their own names as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law and relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

8) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, agents or employees shall not be deemed guilty or liable for any manner of trespass or any other tort for any such injury, abatement, removal or planting.

9) 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 building or alterations in the external appearance of buildings already constructed, it being provided that no building or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures, may be constructed, 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. The

right of the Trustees to reject any plans or specifications submitted to them shall include the right to reject them for whatever reasons they shall deem appropriate, and which plans or specifications do not in their sole judgment and discretion conform to the standards of Country Forest Subdivision.

10) To require a reasonable deposit, the amount of which shall be determined by the Trustees, in connection with the proposed erection of any building, structure, fence, detached buildings, outbuilding, accessory building, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to subdivision improvements shall be repaired. In the event of the failure of the lot owner or his contractor to remove all debris and to clean up the site and the adjacent lots, and to repair any and all damage to subdivision improvements within thirty (30) days after notification by the Trustees to the lot owner or his contractor or contractors, the Trustees shall have the right to employ persons to remove the debris from the site and other adjacent lots, and to clean up the area, and to repair any damages done by the lot owner or his contractor, and to pay for the same out of the funds deposited by the lot owner or his contractor, or to demand from the said lot owner or contractor the payment of such additional amounts as may be necessary for the cleaning up or repair work.

11) To establish and fix minimum standards and sizes of structures and improvements which may be erected on said lot as the Trustees deem necessary and desirable in order to maintain an appropriate and high character of the buildings, structures and improvements to be erected on said lots.

Six (6) foot side yard lines shall be allowed for side yard purposes.

On the side opposite the six foot side yard line, there must be either a minimum of six (6) feet of unobstructed side yard or a minimum of fifteen (15) feet of common ground or pedestrian easement. In the latter case there may be less than a six foot side yard line.

Each residence shall meet or exceed the following minimum gross areas:

(a) One Story - 1200 square feet of heated, habitable space exclusive of finished or unfinished basement or cellar area. A basement is required.

(b) Two Story - 800 square feet of heated, habitable floor space on each of the two stories exclusive of finished or unfinished basement or cellar area. A basement is required.

(c) Split Level and One and One Half Story - 1200 square feet of heated, habitable space.

Generally, all structures in this subdivision shall be of frame construction with poured concrete foundations.

12) In order to pay necessary expenses of the Trustees in performing their functions hereunder, said Trustees shall from year to year determine the total amount required for special purposes and apportion that said amount among the owners of lots in the Subdivision. Owners are required to pay such proportionate amount of money but it shall not exceed the sum of One Hundred (\$100.00) Dollars per lot in any one year, except as hereinafter provided. The Trustees shall notify each property owner of the amount due and shall demand payment of each property owner within thirty (30) days

from the date of said notice. Said Trustees are empowered to file notice of assessment in the office of the Recorder of Deeds of St. Louis County, Missouri. The amount of said assessment as given in said notice shall be and become from the date of such notice, a lien upon and against the property described in said notice as fully and completely as if secured by a deed of trust, and, if said amount be not paid within the time stated in said notice, it shall bear interest at the rate of 8% per annum from the date payment becomes due. Such lien shall be prior and paramount to the lien of any deed of trust or other secured indebtedness or lien against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, or any municipal subdivision thereof. Said Trustees are fully authorized and empowered to institute suit in law or equity against any owner in default in the payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, costs of court and an additional amount of \$150.00 as attorney's fees, in each and every case.

If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, (except in the case of street lights, as hereinafter set forth), they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total additional assessment required. If such project and the assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided with reference to the election of Trustees, by a 55% majority of those present in person or by proxy; or, by written consent of the owners of 60% or more of such lots, the Trustees shall notify all owners in said tract of the additional assessments. The limit of One Hundred (\$100.00) Dollars per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

13) The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank or federal savings and loan association, protected by the Federal Insurance Deposit Corporation or Federal Savings and Loan Insurance Corporation, at the best rate of interest available. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

14) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

15) Notwithstanding any other condition herein, the Trustee shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Creve Coeur, including but not limited to street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

IV. RESTRICTIONS

The Grantor herewith covenants with the Trustees, their successor or successors in trust, and all owners of lots in this Subdivision, their grantees, lessees, assignees and heirs, that the following general restrictions shall apply to all lots in this Subdivision except as otherwise provided, and each owner or owners of lots in this Subdivision, their grantees, lessees, assignees and heirs covenants:

1) These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time these covenants shall be automatically

extended for continuing successive terms of ten (10) years each unless an instrument signed by the record owners of two-thirds of the total lots in each or all of the plats of the Subdivision is recorded in the office of the Recorder of Deeds of St. Louis County in the manner provided in Section VI of this agreement.

2) No temporary building, trailer, tent, camper, garage or outbuilding shall be at any time used as a residence temporarily or permanently.

3) That all lots in said Subdivision shall be restricted to one (1) family residences only and not more than one (1) main building shall be erected on any one lot in the Subdivision. No dwelling house shall be constructed or erected on any lot in this Subdivision which does not comply with the requirements of the ordinances of the City of Creve Coeur, and in particular, Ordinance No. 597 and Section 15.19 of Ordinance No. 225, as amended.

4) That no livestock, poultry or other animals (except dogs or cats and those only as household pets to a limit of two) may be kept in or on any part of any lot in this Subdivision.

5) That no residence, accessory building or any portion of any lots shall be used as a boarding house, rooming house, clubhouse or road house or for any purpose other than that of a single family residential dwelling, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance, nor shall anything be done in or on any premises which may be or become a nuisance, in the judgment of the Trustees, to the owners or inhabitants of lots in said Subdivision, provided, however, that Grantor herein reserves the right to use and occupy one or more lots of display houses to be built by the Grantor in this Subdivision as display houses, as its sales and construction office during the development of this Subdivision and until the last lot in said Subdivision is improved and sold.

6) No lot owner shall be permitted to park a truck, trailer, camper, boat, motorcycle, tractor or vehicle of any type permanently or for extended periods of time on any lot or street.

7) No fence of any kind may be erected on said lots without the prior written consent of the Trustees.

8) No signs of any kind shall be permitted to be placed on any lot in this Subdivision except at such time as the owner desires to sell his house subject to the provisions of paragraph IV 9), that he may place upon his lot a sign not to exceed in dimensions 3'x3' advertising the fact that the property is for sale. No signs shall be placed on any lot or house, or on any mail boxes, advertising or designating the occupation or profession of the owner or occupant.

9) In the event any individual owner of a lot either vacant or improved should desire to sell the same, he shall first notify the Trustees of his intention to offer the property for sale, and shall first offer to sell it to the Trustees of this Subdivision who shall have thirty (30) days thereafter to enter into a contract with the owner to purchase his lot. In the event the Trustees do not accept the offer to purchase the property then the owner may sell the property as he sees fit. Failure of the Trustees to exercise their right as to any particular offer shall not constitute a waiver as to any subsequent offer.

V. ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of said parcel of land or any lot or portion thereof, their heirs, executors, administrators, grantees, successors or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or omit to perform any covenant or restriction aforesaid, or rule or regulation of the Board of Trustees provided for here which by its provisions to be kept and be performed by it, or him, or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of

trust or contract or option for purchase), or for the said Trustees in behalf of or for the benefit of themselves or any of said owners aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission.

VI.
DURATION, AMENDMENTS, MODIFICATIONS

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for twenty (20) years from the date of the Indenture and shall, as then in force, be continued automatically, without further notice, for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, a written agreement to amend or cancel any or all of the provisions of this Indenture is executed and acknowledged by the then record owners of two-thirds (2/3), of the total lots of all the lots of this tract and the Subdivision thereof, and is placed on file in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri, provided, however, that nothing in this clause shall authorize any amendment to this agreement of the provisions respecting the terms of the first Board of Trustees or their original successors appointed by them which shall be fixed as stated and which shall not be subject to amendment, it being the intention of the parties hereto that the first named Board of Trustees and their appointed successors shall hold office for the terms set forth hereinabove.

VII.
SEWER MAINTENANCE

All portions of said land herein described shall be further subject to the terms and conditions of the contract heretofore entered into by the Grantor with the Fee Fee Trunk Sewer, Inc. or any other sewer company including Metropolitan St. Louis Sewer District, relating to the maintenance of sanitary sewers

and sewer disposal, providing for the payment of an annual maintenance fee of \$ 24.00 chargeable against each lot in said Subdivision for the maintenance of said sewer facilities, said contract having been filed for record in the office of the Recorder of Deeds for St. Louis County in Book 5638 page 85thru 90 of said record.

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



JEFFERSON SAVINGS & LOAN ASSOCIATION

BY Robert W. Meyer
Senior Vice-President

Party of the First Part "GRANTOR"

Robert W. Meyer
Robert W. Meyer

Ralph E. Romine
Ralph E. Romine

Barry R. Romine
Barry R. Romine

Parties of the Second Part "TRUSTEES"

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

On this 13th day of June, 1972, before me appeared ROBERT W. MEYER, Senior, to me personally known, who, being duly sworn, did say that he is the President of Jefferson Savings & Loan Association, 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 the said Robert W. Meyer, 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: April 21, 1973.



Phyllis Drikow
Notary Public Phyllis Drikow

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

On this 13th day of June, 1972, before me appeared ROBERT W. MEYER, RALPH E. ROMINE and BARRY R. ROMINE, to me personall known, who, being by me duly sworn, did say that they executed the same as their free act and deed.

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

My term expires: April 21, 1973.

Phyllis Drikow
 Notary Public Phyllis Drikow

~~We, the undersigned, holder and legal owner of the notes described in and secured by deeds of trust recorded in Book Pages of the St. Louis County Recorder of Deeds office, hereby approve and ratify the restrictions and conditions set forth in this Indenture and subordinate the lien of this deed of trust to the aforesaid restrictions.~~

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END OF DOCUMENT

BOOK 6595 PAGE 1997

Attachment: Subdivision Indentures (433 Meadow Green Pl Variance)