

Title of Document: Indenture of Trust and Restrictions
for Eskridge Estates

Date of Document: January 25, 2022

Grantor: Equity Homes
1623 Kienlen Ave.
St. Louis, MO 63133

Grantee: Eskridge Estates Homeowners' Association
1623 Kienlen Ave.
St. Louis, MO 63133

Legal Description: See Exhibit A

INDENTURE OF TRUST AND RESTRICTIONS FOR
ESKRIDGE ESTATES HOMEOWNERS' ASSOCIATION
ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR ESKRIDGE ESTATES HOMEOWNERS' ASSOCIATION (this "**Indenture**"), made and entered into this 25th day of January, 2022, by and between EQUITY HOMES, a Missouri nonprofit corporation ("**Grantor**" and "**Declarant**"), and ESKRIDGE ESTATES HOMEOWNER'S ASSOCIATION, a Missouri nonprofit corporation ("**Grantee**" and the "**Association**").

WITNESSETH:

WHEREAS, Declarant is the owner of a tract of real property more specifically set forth on the attached Exhibit A, and incorporated herein as though fully set forth (the "**Property**") located in the City of Wellston in St. Louis County, Missouri, that, with the authorization of the City of Wellston City Council and the St. Louis County Council, Declarant has caused to be subdivided under the name "Eskridge Estates" (sometimes the "**Subdivision**"), and has caused the plat of the Subdivision to be recorded in the St. Louis County Records in Plat Book 369 at Page 23-24 (as such may be amended from time-to-time, the "**Record Plat**"); and

WHEREAS, there has been designated, established and recited on the Record Plat of the Subdivision, common ground and easements which are for the exclusive use and benefit of the Lot Owners of the Subdivision, except those streets or easements which are or may have been dedicated to the public; and

WHEREAS, Declarant, being the owner of the Property, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the Subdivision as a restricted neighborhood and to protect the same against certain uses by the adoption of this Indenture, and to apply the scheme contained in this Indenture to all of said land described herein, including all common ground, and mutually to benefit, guard and restrict future title owners and occupants of the Subdivision and to foster the health and safety of all who own or reside in the Subdivision; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (all of which are sometimes hereafter termed "**Restrictions**") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them,

together with their heirs, successors or assigns, any of the lots and parcels of land in the Subdivision, all as hereinafter set forth:

ARTICLE I
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. “**Association**” shall mean and refer to the Eskridge Estates Homeowner’s Association, a Missouri nonprofit corporation, and its successors and assigns.
2. “**Board**” shall mean the Board of Directors of the Association. The directors on the Board may be individually or collectively referred to herein as “**Director**” or “**Directors**”.
3. “**Common Ground**” shall mean and refer to all real property and the improvements thereon owned by the Association and all the easements, licenses and other rights held by the Association for the common benefit, use and enjoyment of all Owners, present and future, and shall include, without limitation, cul-de-sac islands, streets, paths, trails, walkways, storm water facilities (including retention basins) and sanitary sewers and drainage facilities, retaining walls, Subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the Record Plat of the Subdivision. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.
4. “**Consumer Price Index**” shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1982-1984=100) published by the Bureau of Labor Statistics, United States Department of Labor.
5. “**Lot**” shall mean and refer to any plot of land, with the exception of Common Ground and dedicated streets, shown on the Record Plat of the Property.
6. “**Owner**” (sometimes “**Lot Owner**”) shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot in the Subdivision, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Declarant.
7. “**Property**” shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.
8. “**Subdivision**” shall mean and refer to Eskridge Estates, the subdivision of the Property created by recording the Record Plat in the records office of the St. Louis County Recorder of Deeds.

CREATION OF ASSOCIATION AND ELECTION OF DIRECTORS

1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. One Class of Voting. The Association shall have one (1) class of voting memberships.

3. Interim Directors. The Board of Directors of the Association shall consist of three (3) members (referred to as "**Director 1**", "**Director 2**" and "**Director 3**"). The original directors or their appointed successors ("**Original Directors**") shall be appointed by the Declarant and shall be subject to removal by Declarant, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors under this Indenture, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder. In the event that the provisions of this Indenture cannot be fulfilled due to unfilled vacancies among the Directors, a Lot Owner may petition the St. Louis County Council (and the St. Louis County Council shall have the right and power) to appoint or cause to be appointed a director to fill the vacancy during said interim ("**Interim Director**"). Any Interim Director who is not an Owner shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitations on special assessments, if any, contained in this Indenture.

4. Election of Directors. Until such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed and/or sold in phases), which may be subject to this Indenture to persons or entities or other than a successor builder or developer, the following procedure for designating successor Directors shall be followed:

(a) After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 1, or his or her appointed successor Director, shall resign and his or her successor shall be elected by the members of the Association other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 5 below.

(b) After Declarant has sold and conveyed ninety-five percent (95%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 2, or his or her appointed successor Director, shall resign and his or her successor shall be elected by the members of the Association other than Declarant at a special meeting of the members to be called thereafter, such successor being the nominee

receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members other than Declarant under the provisions of Section 5 below.

(c) After Declarant has sold and conveyed one hundred percent (100%) of the Lots which may be subjected to this Indenture to persons other than a successor builder or developer, Director 3, or his or her appointed successor Director, shall resign and his or her successor shall be elected by the members of the Association at a special meeting of the members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by members of the Association under the provisions of Section 5 below.

(d) Declarant, in its sole discretion, may (but shall not be required to) appoint a second and/or third Director from the membership of the Association prior to the time designated for election of a second and/or third Director as set out in Sections 4(a), (b) and (c) above. In anticipation of the Declarant exercising this option, the Association may call a special election in accordance with the provisions of this Indenture to elect an Owner or Owners to be the nominee(s) for Director(s) to be appointed by the Declarant under the provisions of this subsection (d). In the event the Declarant does appoint the nominee(s) elected by the Association as the second and/or third Director(s) prior to the time set forth in Sections 4(b) and (c) above, then such nominee(s) shall become a Director(s) with full powers and shall not be subject to removal by the Declarant, just as if such nominee(s) was elected pursuant to the provisions of Sections 4(b) and (c) and no Director(s) shall be elected by the members under the provisions of Sections 4(b) and (c) and the appointed nominee(s) shall serve as Director(s) until all Directors are elected by the Owners under the provisions of Section 5. The Declarant shall exercise its option to appoint the Association nominee(s) by recording a written instrument evidencing the exercise of such option in the St. Louis County, Missouri land records.

5. Ongoing Directors. After Declarant has sold and conveyed all of the Lots which may be subjected to this Indenture other than to a successor builder or developer, the following procedure shall be followed:

(a) All of the then acting Directors shall resign; and

(b) At a special meeting of the members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year.

(c) After the expiration of the term of office of the Directors elected as provided in Section 5 (b) of this Article each successor Director must be a member, and shall be elected by members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the members.

6. Officers. Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) of its members to serve as President, one (1) member to serve as Vice-President, and one (1) member to serve as Secretary/Treasurer, until the time of the next following annual meeting.

7. Annual Meeting. There shall be an annual meeting of the Association to be held on the first Saturday of March each year during the term of this Indenture, said meeting to be held at a convenient place in St. Louis County, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in St. Louis County. No less than ten (10) days' notice in writing to each member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. At any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. Any member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Indenture to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Indenture, then and thereupon, it shall be the duty of the remaining Directors to select a successor.

8. Voting for Jointly Owned Lots. If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "**Voting Member.**" If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A limited liability company, if an Owner, shall act through its member or manager, as appropriate governed by its operating agreement. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Board of Directors.

9. Owners as Directors. All Directors, except Interim Directors and the Original Directors, shall be Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Director.

10. Quorum for Owners. No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the members in attendance at the beginning of the meeting represent at least ten percent (10%) of the votes of each class of members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(a) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(b) Take a vote of the Association on any proposed business by written ballot of the members in lieu of a meeting.

11. Quorum for Directors. A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

12. Advisory Board. For the period from the date of execution hereof until such time as there are fewer than two (2) Original Directors still serving, at the option of the then existing Directors, no annual meeting of the Association shall be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of reporting to and/or advising the Directors concerning the status and operation of the Property. Such advisory board may hold informal meetings of members if so desired by the advisory board, but such meetings are not required.

13. Actions without a Meeting. Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Owners may only be taken without a meeting of the Owners if the action is approved by Owners holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by the Owners representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Owners and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Owner approval shall be given to all Owners who have not signed a written consent. If written notice is required because consents have not been received from all of the Owners, such Owner approval shall be effective ten (10) days after such written notice is given.

ARTICLE III
DIRECTORS' DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the following rights, powers, duties and obligations:

1. Acquisition of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture, and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Declarant retains the right under Article X, Section 4 of this Indenture to amend this Indenture, upon request of Declarant, the Directors shall cooperate with Declarant in its development of the Subdivision, and, provided the Ordinances of the County are at all times complied with, to facilitate such development, shall have the right, in their discretion, to adjust and reconfigure the Common Ground and to convey and exchange portions thereof from time to time with Owners of adjoining Lots.

2. Control of Common Ground. To exercise such control over the easements, and roads, sidewalks (except for those easement, streets and roads and sidewalks, entrances and entrance markers, lights, gates, park areas, retaining walls and fences that cross lot lines (as shown on Exhibit A and others if necessary)), retaining walls, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities constituting Common Ground as may be shown on the Record Plat of the Subdivision, as is necessary to maintain, repair, rebuild, supervise and ensure the proper use of said easements, etc., by the necessary public utilities and others, including the right (to the Association itself, and others to whom the Directors may grant permission) to construct, operate and maintain on, under and over said easements and sidewalks, the sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots..

3. Maintenance of Common Ground. To exercise control over the Common Ground and easements for the exclusive use and benefit of residents of the Subdivision, and to pay any real estate taxes and assessments on said Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, disposal and treatment facilities, 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 and residents in the Subdivision, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Ground, all for the benefit and use of the Owners and residents in the Subdivision and according to the reasonable discretion of the Board.

4. Dedication. To dedicate to public use any private streets or other facilities constructed or to be constructed in, on and over the Property whenever such dedication would be accepted by a public agency.

5. Easements. To grant easements for public streets, sewers, utilities, cable television and for other reasonable purposes on and over the common property. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Declarant's or its successors' or assigns' development of property adjacent to the Property, the Association shall grant Declarant, St. Louis County, Metropolitan Sewer District, Spire Energy, Ameren Electric, AT&T, Charter Communications and other public authorities, and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees. The foregoing easement shall run with the land and automatically inure to the benefit of the Owner of any Neighboring Property, and be binding against the Subdivision, without the need for execution or recordation of any subsequent documents. The provisions of this Section 5 shall not be amended, modified or deleted without the prior written consent of Declarant.

6. Enforcement. To prevent, as trustees of an express trust, any infringement and to compel the performance of any restrictions set out in this Indenture or established by law, and also any rules and regulations issued by said trustees governing the use of the Common Ground or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his or her own behalf, but the power and authority herein granted to the Directors are intended to be discretionary and not mandatory.

7. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Property owned by purchasers of developed lots (excepting Lots owned by Declarant) and the Owners of said Lots thereof may be charged with the reasonable expenses so incurred, and said expenses shall constitute a lien. The Association and the Directors, their agents or employees, shall not be deemed guilty or liable for any manners or trespass or any other act or any injury, abatement, removal or planting.

8. Insurance. To purchase and maintain in force such insurance as the Directors may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Association, the Board and the Owners from any and all claims for personal injuries, property damage arising from use of the Common Ground and facilities, other claims for negligence, breach of duty, etc.

9. Employment. 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 enter into contracts, employ agents, attorneys, accountants, servants and laborers as the Directors may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors of the Association.

10. Condemnation. In the event it shall become necessary for any public agency to acquire all or part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need

be made a party, and any proceeds received shall be held by the Directors for the benefit of those entitled to the use of said Common Ground.

11. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefore is demonstrated by an Owner.

ARTICLE IV ARCHITECTURAL AND ENVIRONMENTAL RESTRICTIONS

1. Architectural Restrictions. Without limiting any other provision of this Indenture the following restrictions shall apply to all Lots (except those owned by the Declarant) within the Subdivision:

(a) No fence, hedge or mass planting shall be erected, placed or altered on any Lot nearer to any street than any minimum building set-back line, as set forth on the Record Plat of this Indenture, without the prior written approval of the Directors and appropriate governmental authorities.

(b) No fence may be erected on any Lot that borders Common Ground without prior written approval of the Directors.

(c) No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.

(d) No addition, alteration or improvement to the Lot(s) or Common Ground shall cause any increase in the premium(s) of any insurance policy carried by any Owner(s) other than that Owner(s) requesting such addition, alteration or improvement, and no addition, alteration or improvement to a Lot(s) or Common Ground shall cause any increase in the premiums of any insurance policy carried by the Association, without the prior written approval of the Directors.

(e) No separate detached buildings, storage sheds, barns or other structures are to be placed on any Lot or Common Ground within the Subdivision, except the Directors may erect, in their reasonable discretion, appropriate structures on Common Ground.

(f) All room, garage or other additions to the improvements on any Lot must be of similar materials and siding color as the main structure, and all specifications of material, plans and colors must first be approved in writing by the Directors

(g) Any replacement of roofing materials shall reasonably resemble the color that was originally installed.

ARTICLE V SEWERS AND DRAINAGE FACILITIES

1. Director's Responsibility – Common Ground. The Directors shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers and related facilities, if any, and retention basins, including bio-retention basins and their plantings, soil and other appurtenances and any other sanitary or storm sewers or other drainage facilities located on and servicing or located within the Subdivision.

2. Maintenance. The Directors shall see to the maintenance of the storm water management on the Common Ground.

3. Owners' Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot(s), subject to any law passed by voters permitting public contribution toward repair or replacement of such lines.

ARTICLE VI ASSESSMENTS

1. General. Declarant, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (a) annual assessments or charges; and (b) special assessments that may be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection thereof including, without limitation, attorneys' fees and costs, shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was Owner of such property at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvement, maintenance and operation of the Common Ground and all facilities thereon and easements herein or on the Record Plat of the Subdivision, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise.

3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Three Hundred Thirty Five and 00/100 Dollars (\$335.00) per Lot; provided, however, that the Directors may increase such assessment for any assessment year to an amount which is equal to the increase in the Consumer Price Index as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such Index be discontinued, the

Directors shall utilize a successor Index, determined by the Directors in their sole judgment, to be most similar to the discontinued Index.

The Directors may, after consideration of current maintenance costs and future cost needs, fix the actual assessment for any year at a lesser amount. The Directors may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last know or usual post office address of each Owner, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting and shall become delinquent if not paid within thirty (30) days following such due date.

4. Storm Water Facilities. In addition to the foregoing, the Directors are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing storm water treatment, including bio-retention areas, storage, disposal or sewer facilities located within the Subdivision. Any assessment made under authority granted in this Section 4 shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Directors shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

5. Special Assessments. If at any time the Directors consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Owners. If such assessment is approved, either: (a) at a meeting of the Owners called by the Directors, by a majority of the votes cast in person and by proxy, or (b) on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all Owners of the additional assessment; provided, however, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except that only those who have paid all assessments theretofore made shall be entitled to vote. The limit of the annual assessment for general purposes set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 5. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

6. Prorations. Should a Lot become subject to assessments after January 1 in any year and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

7. Interest and Liens. All assessments shall bear an interest rate of one percent per annum (1%) over the from time-to-time publicly announced floating prime rate of interest published in the Wall Street Journal (the "**Prime Rate**"), from the date of delinquency, and such

assessment, together with interest and costs of collection, including attorneys' fees, recording fees and releasing fees, shall constitute a lien upon the Lot against which it is assessed until such assessment, together with such interest and costs, is fully paid. As an assessment becomes delinquent, the Directors may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder of Deeds Office for St. Louis County, Missouri, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Directors shall cause to be executed and recorded (at the expense of the Owner of the affected Lot) a release of said lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings bank, credit union, pension or retirement fund, insurance company or federally insured mortgage) first mortgage that is now or hereafter placed upon any Lot for which assessments have become due and payable prior to sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. As used herein, the term "**mortgage**" or "**mortgages**" shall include deed or deeds of trust.

8. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

(a) All Common Ground;

(b) All properties exempted from taxation under the laws of the State of Missouri; and

(c) All Lots owned by Declarant or its assignee until occupied or until title to the Lots has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

9. Keeping of Funds. The Directors shall deposit the funds coming into their hands as Directors in a financial institution protected by the Federal Deposit Insurance Corporation or like entity, the treasurer being bonded for the proper performance of the treasurer's duties in an amount fixed by the Directors.

10. Ordinance Compliance. Notwithstanding any other conditions herein, the Directors shall make suitable provisions for compliance with all Subdivision and other ordinances, rules and regulations of the County, including, but not limited to, streetlights, and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Declarant Loans. Notwithstanding any provision of this Indenture to the contrary, if at any time the resources of the Directors are insufficient for the obligations and purposes herein specified, Declarant may, but shall have no obligation to, advance funds therefore to or for the benefit of the Directors, and, in such event, Declarant shall be entitled to be reimbursed from

subsequent assessments for all such advances and interest thereon at the rate of one percent (1%) over the from time-to-time Prime Rate.

ARTICLE VII RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture, the Record Plat and the ordinances of the County, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Right to Convey. No Lot Owner shall have the right to convey such Lot Owner's interest in the Common Ground except as incident to the conveyance of such Lot Owner's ownership of a platted Lot.

2. Commercial Use. Except for the promotional activities conducted by Declarant in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot. Further, no residence conducted upon the Property shall be used as a rooming or boarding house or group home, except, with respect to a group home, as permitted by law.

3. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or Common Ground in the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

4. Maintenance. Each Owner shall maintain and keep his or her Lot in good order and repair and shall do nothing which would be in violation of law. Trash, rubbish, toys, tools, cases, crates or any discarded item shall not be left in the front or back yard of any Lot overnight. No exterior front yard appurtenances such as sculptures, bird baths or similar personal property items which are not permanently affixed to or made a part of the realty shall be placed in the front yard of any Lot, except with the express written permission of the Board.

5. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction (including placing of play equipment) or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Ground or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

6. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock (including domesticated livestock) of any kind shall be brought onto or kept on the Property, except than no more than two (2) dogs, cats or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times confined to the Lot of its Owner or leashed and no "runs" or other outside structures, other than approved by the Directors are erected or installed therefore. The keeping of any pet which by reason of its noisiness

or other factor is a nuisance (as determined by the Directors in their sole reasonable judgment) or annoyance to the neighborhood is prohibited.

7. Trucks, Boats, Etc. Except during periods of construction, no trucks (other than non-commercial pick-up trucks not exceeding $\frac{3}{4}$ ton), commercial vehicles, boats, motorcycles, campers, house trailer, recreational vehicles, boat trailers or trailers of any other description (individually a “**Vehicle**” and collectively “**Vehicles**”) shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Directors. Further, nor shall any Vehicle or equipment be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision. Parking and other vehicle restrictions defined herein can and will be enforced solely by the Association and not local law enforcement.

8. Abandoned Vehicles. No Vehicle or other equipment that is unable to move under its own power may be stored or suffered to remain upon any of the Common Ground or on any Lot. If any Vehicle or other such equipment is so stored or remains on the aforesaid premises, the Directors may take the necessary steps to remove the same at the Owner’s expense.

9. Vehicular Sight Lines. No fence, wall tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic.

10. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

11. Signs. No signs, advertisements, billboards or advertising structures of any kind (except as required to be permitted by law) may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by Declarant in connection with the development of the Property or other adjacent properties, and the marketing and sale of residences therein.

12. Garbage. No trash, garbage, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided, however, after sunrise on any day designed for trash pickup, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pickup; and, provided further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day. There shall be one and only one trash company which will be selected by the Directors.

13. Fences. Fences may be maintained on the Lots with the written consent of the Directors as to the location, material and height, and the reasonable decision of the Directors to approve or reject a fence shall be conclusive; provided, however, in no event shall the Directors approve, nor shall any Owner install, a chain-link fence in the Subdivision. Nothing herein shall prevent placement of fences by the Directors on the Common Ground.

14. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in the Lots.

15. Swimming Pools. No above ground swimming pools will be allowed on the Lots.

16. Solar Panels. This Section is intended to foster use of solar energy by homeowners in the Subdivision while preserving the architectural theme of the Association by providing guidance to Owners.

(a) Design Review. Any Owner desiring to install a solar energy system (“**System**”) on a Lot must apply to the Directors as provided in this Indenture.

(b) Approval. Prior to installing any System, the Owner shall apply to the Directors for approval (the “**Application**”). The Application should include plans and specifications (the “**Plans**”) depicting (i) the location, design, dimensions, materials, and colors of the proposed System, (ii) drawings showing the number of collectors, attachment to the roof structure, and location of any exterior components, (iii) a sample or illustrated brochure of the proposed System, and (iv) calculations showing the number and area of the collectors required.

(c) Determinations. To the extent permitted by applicable law, the Directors shall approve or reject the Application within sixty (60) days after receipt of a complete Application. The Directors shall state their decision in writing. A rejection shall state the reasons for the rejection, and the Owner may make a new Application. If the Directors do not act within the allotted time, the Application shall be deemed approved. The Directors’ determinations shall be upheld so long as they are consistent with applicable law, are made in good faith and are not arbitrary or capricious with respect to solar energy.

(d) Criteria. The following criteria shall apply to the installation of Systems:

(i) Panels and related fixtures shall be firmly secured in accordance with the manufacturer's recommendations, industry standards and applicable building codes.

(ii) All work shall be done in accordance with all applicable laws, including, but not limited to, obtaining all required building permit and approval from the applicable electric utility and fire protection district.

(iii) All contractors shall have current general liability insurance of at least One Million Dollars (\$1,000,000.00) and workers' compensation insurance in accordance with the laws of the State of Missouri.

(iv) All contractors shall comply with such reasonable regulations as may be adopted by the Directors with respect to hours of operation, parking of workers' vehicles, storage of equipment and materials on site, review fees and security deposit.

(v) Panels shall be installed flush with the roof of the dwelling and shall not be visible from the street (located on the rear roof of the dwelling) as much as is feasible for the System to operate efficiently.

(vi) Panels shall be mounted square to the roof and shall be no closer than two (2) feet to the edge of the roof.

(vii) Panels, trim and framing materials of the System shall be color treated to match the roofing material.

(viii) Trim and frame materials shall not be reflective.

(ix) Conduit, pipes, wiring, and equipment related to the System shall be hidden from view (by locating under the panels or inside the envelope of the dwelling) or, if visible, shall be color treated to match the roofing material or exterior walls, as the case may be and be maintained on an annual basis.

(x) Components mounted on the exterior of the dwelling such as inverters and switches shall be placed at inconspicuous locations and approved by the applicable government authority.

(e) Changes in Plans. Installation of a System shall comply with the Plans approved by the Directors. Any material change in the approved Plans shall be submitted for prior approval of the Directors as provided in Section 16(b) above.

(f) Certification. Owner shall forward a Certificate of Operation annually indicating that the System is operating as designed. If the System is no longer operating

as designed, Owner shall have sixty (60) days to repair and restore the System or shall remove the System and restore the home to its prior condition.

(g) No Waiver. Approval of an Application and Plans shall not waive the right to withhold approval of similar applications or plans submitted in the future for approval.

(h) Obstructions. The Directors have no obligation to ensure the System is free from obstructions, such as trees from adjacent property or the Common Ground.

(i) Conflict. These Restrictions shall apply to all Systems to the extent not inconsistent with this Section 16. In the event of any conflict between the Restrictions in this Section 16 and any other Restrictions in this Indenture, the provisions of this Section 16 shall control.

ARTICLE VIII DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as the Record Plat of the Property constituting the Subdivision may be vacated by the County Council, or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of all Lots constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be exercisable appurtenant to and in conjunction with their ownership of Lots in the Record Plat, and any conveyance or change of ownership of any Lot shall carry with it ownership in the Common Ground so that none of the Owners of Lots and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to such Lot Owner's conveyance of ownership of a Lot. The sale of any Lot shall carry with it, even if not specifically mentioned in the deed, all the incidents of ownership of the Common Ground; provided, however, that no rights or powers conferred upon the Directors shall be abrogated. In the event that the Record Plat creating the Subdivision is vacated, the Owners shall be jointly and severally liable for maintaining (a) the Common Ground in the Subdivision which existed prior to such vacation, and (b) all storm water facilities (including retention basins and bio-retention basins) and sanitary sewers and drainage facilities located within the Subdivision prior to vacation.

ARTICLE IX RESERVATION OF EXPENDITURES

Declarant 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 for sewers, gas pipes, water pipes, conduits, poles, wires, streetlights, roads, streets, recording fees, Subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Property.

GENERAL PROVISIONS

These general provisions shall apply to this Indenture:

1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages therefore including, without limitation, interest at the maximum statutory rate (except as otherwise provided herein), reasonable attorneys' fees and other costs of enforcement, including court costs as applicable.

2. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of the Directors. No Director shall be held personally responsible for his or her acts or omissions done or omitted in good faith, and no Director(s) shall be held responsible for the wrongful acts of another Director(s). No Director(s) shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Director(s) from time to time serving hereunder, except a Director appointed by the County Council, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

3. Adjoining Tracts. The Directors named hereunder shall be the Directors of the Property and are authorized and empowered to cooperate and contract with Directors of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4. Amendments. The provisions hereof may be amended, modified or changed from time to time prior to sale of all Lots for residential purposes at retail as described in Article II, Section 4 and completion of development of the Subdivision and Neighboring Properties by Declarant by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri. Thereafter, the provisions hereof may be amended, modified or changed by the written consent of two-thirds (2/3) of all Owners, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri; provided, however, that no such amendment, modification or change may impose an additional burden on any Owner without such Owner's written consent, and no such amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Directors or eliminate the requirement that there be Directors. Notwithstanding anything in this Indenture to the contrary, in no event may this Indenture be modified, amended, or terminated except with the prior approval of the County's Planning and Zoning Commission and the County Council after review by the County's Department of Planning and the County's Attorney.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

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

7. Assignment by Declarant. The rights, powers and obligations granted to Declarant may be assigned or transferred by Declarant, in whole or in part, to any other person or entity or persons or entities to whom Declarant sells, transfers or assigns all or any of the Lots in the Subdivision.

8. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized by St. Louis County to be developed in the Property or Neighboring Property have been sold and conveyed for residential use at retail, Declarant and its successors and assigns shall have the right and privilege (a) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Property, and (b) to maintain sales, business and construction offices in display homes or trailers on the Property (including without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of residences and improvements on the Property. Declarant's construction activities shall not be considered a nuisance, and Declarant hereby reserve the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Property and Neighboring Property have been sold and conveyed for residential purposes at retail. Declarant reserves the right to post sales signage for adjacent communities and Neighboring Property on the Common Ground. The provisions of this Section 8 shall not be amended, modified or deleted without the prior written consent of Declarant.

9. Rights to Add Property. Subject to approval by the County in addition to any other rights of Declarant hereunder, Declarant shall have the right, at any time and from time to time, to add additional real estate to the Subdivision or delete real estate from the Subdivision. In the event Declarant adds additional real estate to the Subdivision, Declarant shall have the right to amend this Indenture as deemed necessary by Declarant to provide for the application of this Indenture to such real estate and the incorporation of such real estate into the Subdivision. From and after the date such real estate is added to the Subdivision, such real estate shall be governed by this Indenture, and Declarant shall have the same rights, as if such real estate had been a part of the Property originally encumbered by this Indenture. This Section 9 shall not be amended without the consent of the Declarant.

10. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and Restrictions of this Indenture shall run with and bind the Property for a term which is the longer of: (a) thirty (30) years from the date of recordation of this Indenture, after which said covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Property by the County, or their successors; or (b) as to any subdivision of the Property, for the duration of the Subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots in the Subdivision by an appropriate instrument filed of record prior to the vacation of the plat(s) of such Subdivision as aforesaid. No such agreement of termination shall

be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

11. Additional Requirements.

(a) Neither Declarant nor any successor developer or builder nor the Directors shall assess purchasers of developed Lots, or use assessments collected by the Directors, for the cost of any item, matter, or other improvement that is not located within the Subdivision. Neither Declarant nor any successor developer or builder nor the Directors shall assess purchasers of developed Lots, or use assessments collected by the Directors, for items, matters, or improvements required of the Declarant or any successor builder or developer in connection with the approved final plat of the Subdivision (or the approved or final development plans for the Subdivision), including any of the following improvements which may be required of Declarant or any successor builder or developer: landscaping, Subdivision entrance enhancements, recreation facilities, parks, and amenities.

(b) The Directors shall make available an annual report to the Owners of all financial transactions made by, or on behalf of, the Directors with respect to the Subdivision and their obligations hereunder. The financial and other records and any meeting agenda or minutes kept by the Directors shall be open and available to any Subdivision resident or Owner and such records shall be retained by the Directors for three (3) years unless a majority of Owners authorizes their destruction, provided, however, records pertaining to personnel matters, legal actions, causes of action, litigation, or are otherwise protected by attorney-client privilege or work product will not be open and available to any Subdivision resident or Owner.

(c) Declarant shall convey fee simple title to the Common Ground to the Association by warranty deed.


(d) In the event that the Directors fail to perform their obligations to maintain Common Ground and all storm water facilities (including retention basins) and sanitary sewers and drainage facilities located within the Subdivision, or if there are no Directors then acting by appointment or election, then, in such event, the Owners shall be jointly and severally liable for such obligation.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Indenture as of the day and year first above written.

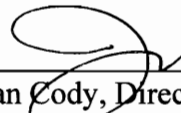
DECLARANT/ GRANTOR:

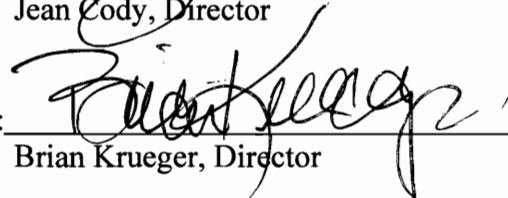
EQUITY HOMES,
a Missouri nonprofit corporation

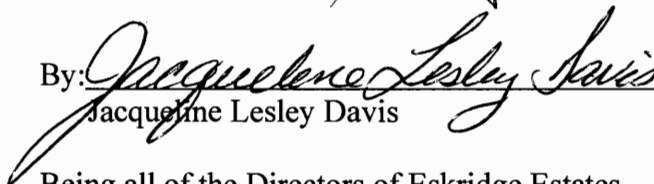
By: 
Jean Cody, President

ASSOCIATION/GRANTEE:

ESKRIDGE ESTATES
HOMEOWNERS' ASSOCIATION,
a Missouri nonprofit corporation

By: 
Jean Cody, Director

By: 
Brian Krueger, Director

By: 
Jacqueline Lesley Davis

Being all of the Directors of Eskridge Estates
Homeowners' Association

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

On this 25th day of January, 2022, before me personally appeared Jean Cody, to me personally known, who, being by me duly sworn, did say that she is the President of EQUITY HOMES, a Missouri nonprofit corporation, and that said instrument was signed in behalf of said nonprofit corporation, by authority of its Board of Directors, and said Jean Cody acknowledged said instrument to be the free act and deed of said nonprofit 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.

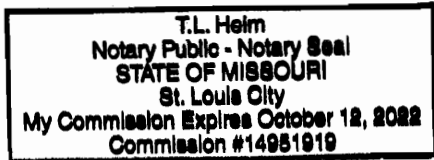


T.L. Heim
Notary Public

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

On this 25th day of January, 2022, before me personally appeared Jean Cody, Brian Krueger, and Jacqueline Lesley Davis, who are all Directors of ESKRIDGE ESTATES HOMEOWNERS' ASSOCIATION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same on behalf of the Lot Owners of Eskridge Estates Homeowners' Association as their free act and deed as such Directors.

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.



T.L. Heim
Notary Public

EXHIBIT A

See attached.

SURVEYORS NOTES

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT, CHAPTER 187, R.S.M. 1907, AND THE RULES AND REGULATIONS THEREUNDER, AND THE SURVEYING ACT, CHAPTER 187, R.S.M. 1907, AND THE RULES AND REGULATIONS THEREUNDER, AND THE SURVEYING ACT, CHAPTER 187, R.S.M. 1907, AND THE RULES AND REGULATIONS THEREUNDER.
2. THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY BELIEF AND FAITHFUL BELIEF IT IS TRUE AND CORRECT.
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BENCHMARKS

1. A BENCHMARK WAS FOUND AT THE CORNER OF THE SECTION 36, TOWNSHIP 45 NORTH, RANGE 6 EAST, COUNTY OF ST. LOUIS, MISSOURI, AND WAS USED AS A POINT OF REFERENCE FOR THIS SURVEY.

PLANNED AREA DETAIL

THE PLANNED AREA DETAIL IS A PART OF THE SURVEY AND IS SUBJECT TO THE SAME CONDITIONS AND LIMITATIONS AS THE SURVEY ITSELF. IT IS NOT TO BE USED AS A BASIS FOR ANY OTHER SURVEY OR AS A BASIS FOR ANY OTHER PURPOSE.

PROPERTY DESCRIPTION

THE PROPERTY DESCRIBED IN THIS SURVEY IS A TRACT OF LAND BEING LOTS 7-12 OF HILLSIDE SUBDIVISION (PLAT BOOK 2, PAGE 88) AND PORTIONS OF VACATED GREENWOOD AND WELLINGTON AVENUES, LOCATED IN U.S. SURVEY 2633, TOWNSHIP 45 NORTH, RANGE 6 EAST, CITY OF WELLSVILLE, ST. LOUIS COUNTY, MISSOURI.

TYPICAL LOTS



SURVEYORS CERTIFICATION

I, the undersigned, being a duly licensed and qualified Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is in accordance with the provisions of the Surveying Act, Chapter 187, R.S.M. 1907, and the Rules and Regulations thereunder.

WELLSVILLE, MISSOURI, THIS 18th DAY OF DECEMBER, 1931.

W. H. STERLING, Surveyor

WELLSVILLE, MISSOURI, THIS 18th DAY OF DECEMBER, 1931.

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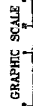
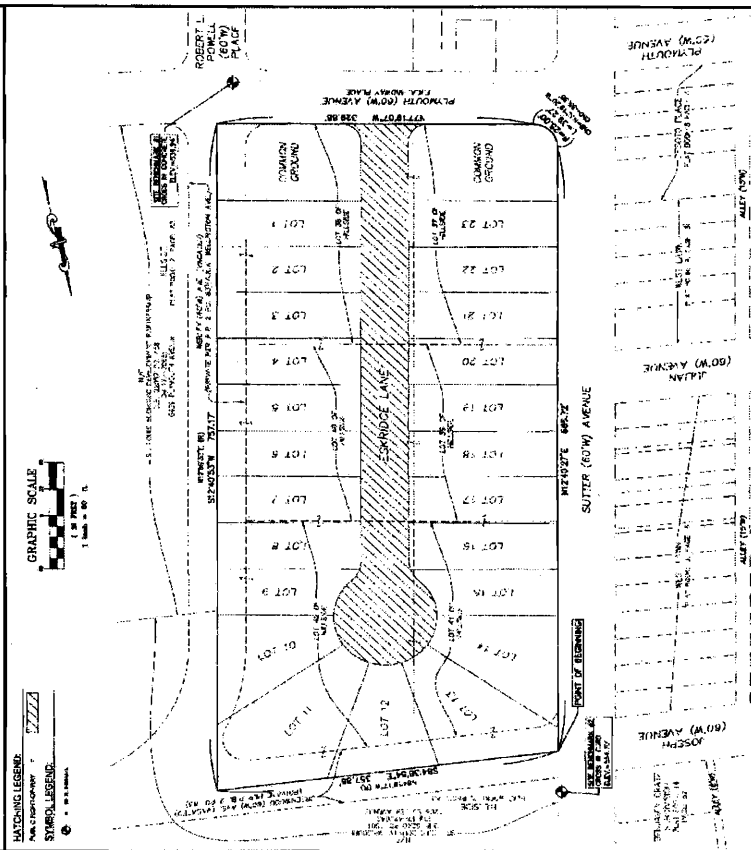
W. H. STERLING, Surveyor

WELLSVILLE, MISSOURI, THIS 18th DAY OF DECEMBER, 1931.

ESKRIDGE ESTATES

A TRACT OF LAND BEING LOTS 7-12 OF HILLSIDE SUBDIVISION (PLAT BOOK 2, PAGE 88) AND PORTIONS OF VACATED GREENWOOD AND WELLINGTON AVENUES, LOCATED IN U.S. SURVEY 2633, TOWNSHIP 45 NORTH, RANGE 6 EAST, CITY OF WELLSVILLE, ST. LOUIS COUNTY, MISSOURI, ZONED R-C ONE-FAMILY DWELLING DISTRICT.

DEVELOPMENT OVERVIEW



GRAPHIC SCALE
1" = 100'

PLAT FOR RECORD
FILED FOR RECORD
JAN 22 1932 2:38 PM
ST. LOUIS COUNTY MO
W. H. STERLING, Surveyor

CHANGES, ETC. IN THIS SURVEY... THE SURVEYING ACT, CHAPTER 187, R.S.M. 1907, AND THE RULES AND REGULATIONS THEREUNDER...

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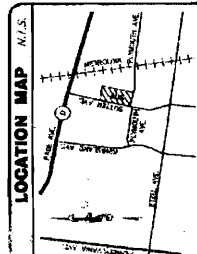
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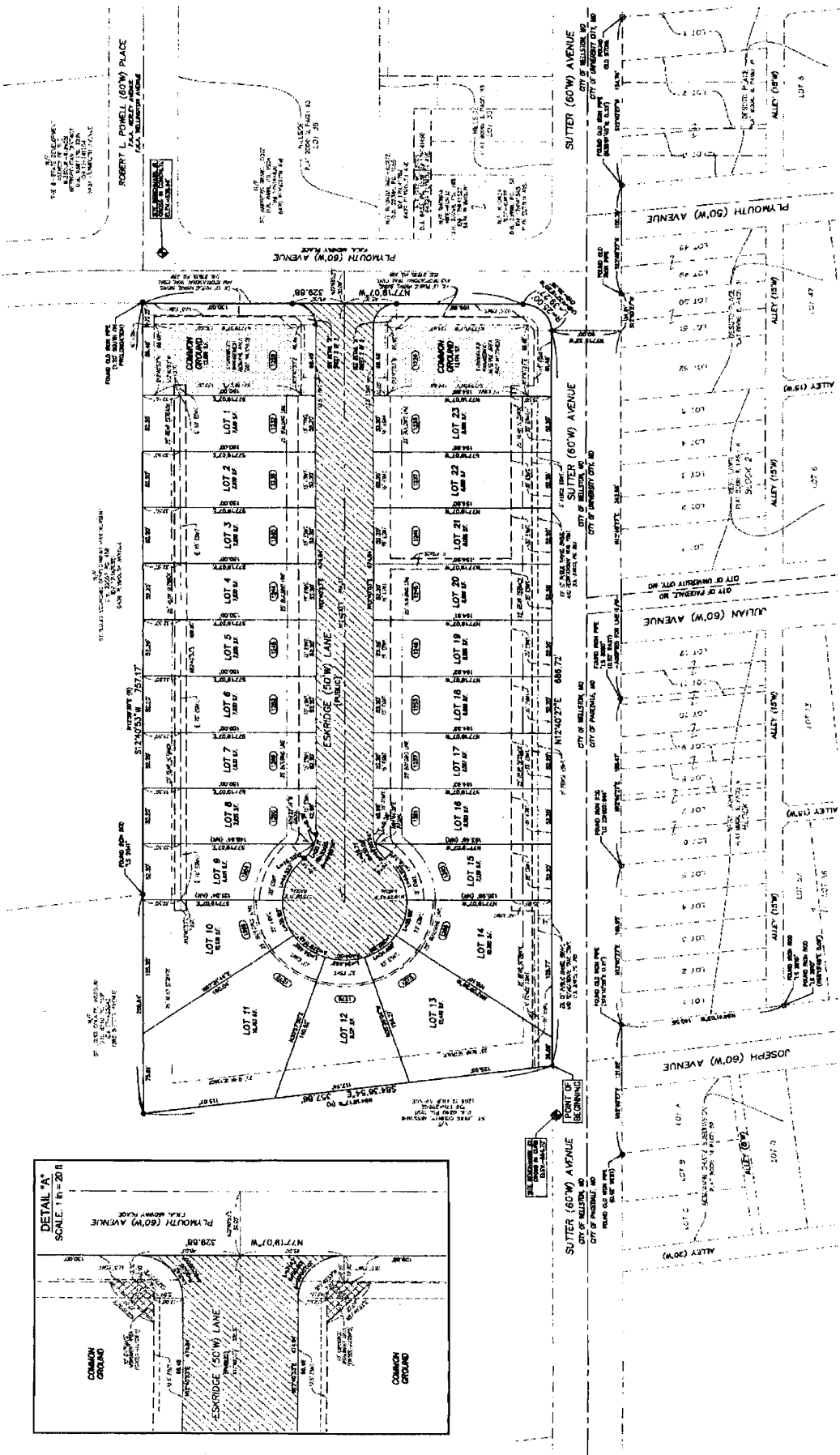
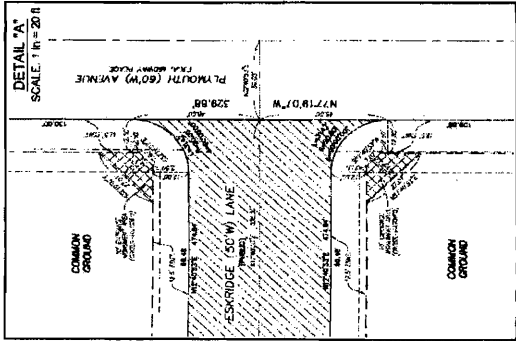
THE STERLING CO.
ENGINEERS & SURVEYORS
5202 New Douglas Street
St. Louis, Missouri
PA. 311-42-2407 to 3-4-2-8284

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W. H. STERLING, Surveyor

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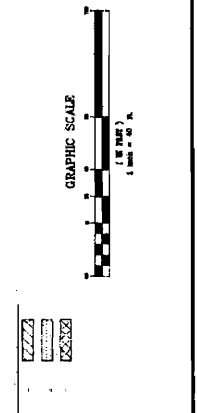


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DATE: MAR 3, 2023
JOB NO.: ESKRIDGE-1571195

DRAWN BY: GUS
CHECKED BY: JAH
DATE: MAR 3, 2023
JOB NO.: (S)26-147

- ABBREVIATION LEGEND:**
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