

COMPTON HILL IMPROVEMENT COMPANY DEED

This indenture made and entered into this twentieth day of April eighteen hundred and ninety three by and between "The Compton Hill Improvement Company" a corporation organized and existing under the laws of the State of Missouri party of the first part and _____ of the City of Saint Louis and State of Missouri Party of the second part witnesseth: That, whereas, the party of the first part being the owner in fee of a tract of land in the City of St. Louis caused it to be subdivided into lots, blocks and streets under the name of "Compton Heights" and caused a plat of said subdivision to be duly recorded in the Recorders Office of the City of St. Louis: And, whereas, said party of the first part has spent large sums of money in improvements designed to make said "Compton Heights" suitable and desirable for purposes of residence and has in order that said subdivision may always remain a residence district exclusively imposed upon each lot in said subdivision for the benefit of every other lot therein conditions and restrictions in the use thereof which so far as applicable to the lot hereby conveyed are hereinafter set forth. And, whereas, the easement thus created and made appurtenant to each lot is an inducement to the party of the second part to make the purchase evidenced by this Deed: Now, therefore, the said party of the first part in consideration of the premises and of the sum of _____ to it paid by the said party of the second part the receipt, whereof, is hereby acknowledged does by these present grant, bargain and sell, convey and confirm unto the said party of the second part his heirs and assigns a lot or parcel of land in the City of St. Louis State of Missouri, and designated as lot No. _____ upon the plat of said "Compton Heights" in City Block No. _____ of the City of St. Louis which lot or parcel of land contains a front of _____ feet on the _____ Boulevard and extends _____ feet inches (_____) on the _____ line and _____ feet _____ inches (_____) on the _____ line to an alley _____ feet (_____) wide on which it has a width of _____ feet (_____) and is bounded on the East by lot _____ of said block and on the West by lot _____ and a breadth of _____ feet on the Southern line of said lot or North line of alley: The average breadth of said lot being _____ feet and _____ inches. To have and to hold the above described lot or parcel of land with all and singular the easements rights privileges and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part and unto his heirs and assigns forever, provided nevertheless and the conveyance, hereby, made is subject to the reservations, easements, restrictions, covenants and conditions following that is to say:

1. The building line of the lot, hereby, conveyed is established in average _____ feet from the _____ line of _____ Boulevard and the grantee shall conform to the said building line as shown on said plat: And no building or any part or portion, thereof, shall at any time be erected or placed upon the space between said building line and said Boulevard nor shall any projection of such building of

whatever character be permitted to extend into or encroach upon said space except that the steps and platform in front of the main door may extend over said building line not to exceed eight feet.

2. But one building shall be erected or placed upon said lot and such building shall never be used or occupied for any purpose except for that of private residence exclusively: Nor shall any part or portion, thereof, ever be used or occupied except solely as a residence: Nor shall such building be arranged or ever used or occupied as flats: Nor shall said lot or any part, thereof, ever be used or occupied for trade or business of any kind whatever.
3. No building shall be erected on the lot, hereby, conveyed the walls of which shall be nearer than ten feet to the side lines of the lot. But this shall not prevent the building of *portes cocheres* which may extend to the lot line.
4. No building the actual cost of which is less than Seven Thousand Dollars shall be erected on said lot unless the plans and specifications, thereof, are first submitted to and approved by the party of the first part: Nor shall any fence or enclosure of any kind be put up on the side lines of the lot between the street and building line: Nor shall any closed fence or wall be put up on said side lines for a distance of thirty feet back from the building line: Nor shall the existing grade of the lot for a distance of sixty feet from the street be changed more than twelve inches unless by consent of the party of the first part and the owner of the adjoining lot on each side.

And the said party of the second part accepts this conveyance subject to the easements, restrictions and conditions above set forth, and for himself his heirs and assigns covenants to and with the party of the third part its successors and assigns that the said party of the second part will and that his heirs and assigns shall forever faithfully observe and perform said several restrictions and conditions and each of them: And if the said party of the second part or any person claiming under him shall at any time violate or attempt to violate or shall omit to perform or observe any one of the foregoing restrictions and conditions, it shall be lawful for any person owning a lot in "Compton Heights" which is subject to the same restrictions or condition in respect to which the default is made to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted. And the said party of the first part, hereby, covenants to and with the said party of the second part his heirs and assigns that it will not at any time hereafter convey or otherwise dispose of any lot in "Compton Heights" except upon and subject to the following restrictions and conditions which are common to all the lots in said subdivision namely:

1. That but one building shall be erected or placed on each lot to which an out house, stable or other subsidiary building may be added as appurtenant to the residence.
2. That such building shall never be used for any purpose other than that of private residence.
3. That the lot shall never be used or occupied for trade or business of any kind whatever.
4. That no fence or enclosure of any kind shall be put on the side

lines of the lot between the street and the building line: That no closed fence or wall shall be put on said side lines for a distance of thirty feet back from the building line: And that the existing grade of the lot for a distance of sixty feet shall not be changed more than twelve inches unless by consent of the party of the first part and of the owners of the adjoining lot on back side.

The party of the first part has established a building line for every lot in "Compton Heights" and has designated such building line upon the aforesaid plat of said subdivision: And said party of the first part, hereby, covenants to and with the said party of the second part his heirs and assigns that it will not convey or otherwise dispose of any lot in "Compton Heights" without restricting the building to be erected thereon to the building line of such lot as shown on said plat except that the steps and platform in front of the main door may extend over said building line not to exceed eight feet. And, furthermore, that it will not convey or otherwise dispose of any lot without imposing a restriction that the walls of such building shall be kept some distance within the side lines of the lot: Which distance shall in no case be less than five feet from each side line of such lot except that *portes cacheres* may be extended to the lot line. It is declared to be the intent and meaning, hereof, that where a tract of land consisting of several contiguous lots is conveyed by the party of the first part to one purchaser, such purchaser may improve the tract of land subject to the restrictions herein above mentioned and applying to one of the lots in said Block as shown on the recorded plat of "Compton Heights" or such purchaser may subdivide said tract of land into larger lots than originally laid out and in such an event the restrictions herein before mentioned applying to original lots are thereafter to apply to such larger lot or lots.

And the said party of the first part for itself its successors and assigns, hereby, covenants to and with the said party of the second part his heirs and assigns that it will forever warrant and defend subject to the foregoing reservations, easements, restrictions, covenants and conditions the title to the lot or parcel of land, hereby, conveyed unto the said party of the second part and unto his heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except against the taxes of 1893 which said part of the second party assumes to pay. In witness whereof the said party of the first part has caused these present to be signed by its President and its corporate seal to be hereunto affixed attested by its Secretary.

COPY OF SEAL

Compton Hill Improvement Company
by Henry C. Haarstick its President (Seal)

Attest
Julius Pitzman, Secretary

State of Missouri on this twenty eighth day of April 1893 before me appeared Henry C. Haarstick, City of St. Louis to me personally known who being by me sworn did say that he is the President of the Compton Hill Improvement Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Henry C. Haarstick 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 at the City of St. Louis the day and year last above written. My term expires June 30th, 1893.

COPY OF SEAL

August Ahrens, Notary Public.