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INDENTURE OF RESTRICTIONS
FOR
LAKE OF THE WOODS ADDITION

THIS INDENTURE made and entered into this 8 day of September, 1977 by and between Mason-Cassilly, Inc. a Missouri corporation, with principal office and place of business situated in the County of St. Louis, State of Missouri, Party of the First Part and Joseph L. Mason, J. David Cassilly and Patricia Kelly, all of the Country of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as the "Trustees";

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner in fee of a certain tract of land situated in the County of St. Louis, State of Missouri, being more particularly described as follows, to-wit:

Lot B of Hilltop Acres, recorded in Plat Book 171 page 63 of the St. Louis Counties Records.

WHEREAS, Party of the First Part has caused the of the aforescribed land to be laid out as a subdivision designated as Lakes of the Woods Addition and a Plat thereof to be prepared by the Fox & Cole Company, which Plat has been recorded on JAN. 27, 1978 Daily No. 199 in the office of the Recorder of Deeds for the County of St. Louis, State of Missouri, and

WHEREAS, there have been designated, established and recited on the aforementioned recorded Plat certain public streets, common land and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown on said Subdivision Plat 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 exclusive use and benefit of the owner or owners of the lots shown on said Plat of said above described tract; 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 common neighborhood plan and scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel, and all "Common Land" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of nay or all of said parcels and to foster the health, welfare, safety and moral of all who own or reside in said area; and

WHEREAS, all reservations, limitations, conditions, assessments, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, the Party of the First Part has, by separate instrument, conveyed to the Trustees hereinafter designated and established the "Common Lane" reserved in the above described tract; and

WHEREAS, the above described instrument conveys the property described therein to the Trustees hereafter designated and established for a period of Twenty (20) years, and after expiration of said time, fee simple title to the above described property shall vest in all of the then record lot owners of all lots in any subdivision of the aforescribed property known as Baxter Lakes, as tenants in common, but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of lots in said subdivision, and any conveyance or change of ownership of any lot or lots in the subdivision shall carry with it ownership in common property so that none of the owners of lots in the subdivision, including the owners of lots in Plats of said

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss
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subdivision hereafter recorded, and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot; and any sale of any lot in the subdivision, including any lot in said subdivision the plat of which shall hereafter be recorded, shall carry with it without specifically mentioning it, all the incidents of ownership of common property; provided, however, that all of the rights, powers and authority conferred upon the Trustees of the Subdivision, including plats thereof which shall hereafter be recorded, shall continue to be possessed by the said Trustees.

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 Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in Baxter Lakes, including such additional plats of Baxter Lakes Subdivision as shall hereafter be recorded as aforementioned, all as described herein as follows, to-wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

1) The initial Trustees shall be JOSEPH L. MASON, J; DAVID CASSILLY and Patricia Kelly, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. There shall be an annual meeting of the record owners of the fee simple title of all lots in the Subdivision called and conducted in the manner hereafter set for the call of meetings of lot owners commencing on the first Monday in June, 1979 and thereafter on the same of each succeeding year until all of the Trustees are purchasers of lots in the subdivision. At each such meeting one-third of the Trustees shall be chosen by the purchasers of developed lots after 50% of the lots have been sold and closed; two-thirds of the Trustees shall be chosen by the purchasers of developed lots after 95% of the lots have been sold and closed; and all of the Trustees shall be chosen by the purchasers of developed lots after all of the lots have been sold and closed. Except for the above provision for selection of lot owners as Trustees, whenever any Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall have the power to appoint a successor or successors. Any successor so appointed must, however, be a lot owner in Lake of the Woods Addition and if such lot owner sells his lot, then his successor shall be appointed in the same manner by the remaining Trustees or Trustee. If all the Trustees, whether herein named or hereafter appointed, resign, refuse to act, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to all then recorded Plats of Lake of the Woods Addition shall be called, upon notice signed by at least three (3) such lot owners, sent by mail to, or personally served upon, all of such lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The said notice shall specify the time and place of meeting and the place of meeting shall be in St. Louis County. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting, in

person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The result of such election shall be certified by the persons elected as chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. After all lots in the subdivision (including such additional plats thereof as shall hereafter be recorded) are sold and closed and all three Trustees are lot owners, the then Trustees shall be empowered to increase the number of Trustees to any odd number not exceeding seven (7) if they so desire.

A majority of the lot owners shall constitute a quorum at any meeting of the lot owners authorized under the terms of this indenture.

II

RESERVATION OF EXPENDITURES

1) The Party of the First Part 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 them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of the Subdivision of the within described tract, only if granted by contract at time of installation.

III

TRUSTEES DUTIES AND POWERS

The Party of the First Part hereby invests the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1) To exercise such control over the easements, streets and roads, entrances, street lights, gates, street islands, common land, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded Plat or Plats of said above described tract of land, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and to 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 or Plats.

2) To exercise control over the common land as shown on said recorded plat and on any additional plats of said subdivision which shall hereafter be recorded; to maintain and improve same with shrubbery, vegetation, decorations, buildings, park areas, playgrounds, ball fields, recreational facilities of any kind or description, other structures and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in the Subdivision, excluding, however, the erection, development, maintenance and improvement of tennis, swimming and club facilities, all in conformity with all applicable law, and to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land; to negotiate any required or useful utility easements for sewers or other uses across or through said Common Land; and payment received for such easements shall be refunded to Party of the First Part as reimbursement of part of the initial cost of obtaining said utilities to the tract; all for the benefit and use of the owners of the lots in this Subdivision and according to the discretion of the said Board of Trustees.

3) Publicly to dedicate any private streets constructed or to be constructed on the aforescribed tract or any subdivision thereof, whenever such dedication would be accepted by a proper public agency, in the event the dedication plat does not provide for public use and maintenance.

4) Any other provision of this Indenture to the contrary notwithstanding, to waive or change any established building lines, to relinquish easements and to establish easements over any lot in Baxter Lakes which remains unsold at the time of the exercise of this power, provided that said Trustees must first have obtained the approval of the governmental agency or body having jurisdiction over these matters.

5) To prevent as Trustees of an express trust, any infringement on and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Board of Trustees covering the use of the said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed on his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

6) 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 property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter or trespass or any other act for any such injury, abatement, removal or planting.

7) 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 buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be 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.

8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, 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 that any and all damages to subdivision improvements shall be repaired.

The Trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, to defend suits brought against them individually or collectively in their capacity as Trustees.

IV

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. (a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of not to exceed One Hundred Dollars (\$100.00) per lot in each year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately, to maintain streets, if required, utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute and powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owners.

(b) The Trustees and their successors are authorized, pursuant to the exercise of their powers and duties under Paragraph III (2) hereof, to make such assessments as are hereinbelow provided for upon each and every one of the record owners of the fee simple title of all lots according to all then recorded Plats of Baxter Lakes. If at any time or from time to time the Trustees desire to exercise their powers and duties pursuant to Paragraph III (2) hereof and this Paragraph IV 1 (b), then a meeting of the record holders of the fee simple title of all lots according to all then recorded Plats of Lake of the Woods Addition shall be called for that purpose upon written notice signed by all of the Trustees and sent by registered mail or delivered to the residence of each of the record holders of the fee simple title of all lots according to all then recorded Plats of Baxter Lakes, not more than 20 nor less than 10 days prior to the date fixed for said meeting. The said notice shall specify the time and place of meeting and the place of meeting shall be in St. Louis County. A two-thirds (2/3) majority vote of the then record holders of the fee simple

title of all of the lots according to all then recorded Plats of Lake of the Woods Addition present in person or by proxy at said meeting shall have the power to authorize the Trustees to make a uniform assessment or assessments pursuant to this Paragraph IV 1 (b) upon and against the several lots and parcels of land in the Subdivision in such amount or amounts determined by a two-thirds (2/3) majority vote of the then record holders of the fee simple title of all of the lots according to all then recorded plats of Baxter Lakes present in person or by proxy at said meeting. The Trustees and their successors are hereby authorized, again pursuant to the exercise of their powers and duties under Paragraph III 92) hereof and this Paragraph IV 1 (b), to borrow money on real or personal property or otherwise and to give as security therefor any and all kinds of property, excepting, however, mortgages or deeds of trust affecting the aforementioned common land. It is expressly understood that the limit of One Hundred Dollars (\$100.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this Paragraph.

(c) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, 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. If such project and the assessment so stated be approved, at a meeting of the lot owners duly called and held in the manner provided on reference to the election of the Trustees, by a two-thirds (2/3) majority vote of those present in person or by proxy, at a meeting of lot owners called for consideration of such additional assessment, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Dollars (\$100.00) per lot per year for general purposes shall not apply to any assessments made under the provisions of this paragraph, but no such special assessment shall exceed Five Hundred Dollars (\$500.00) payable at not more than One Hundred Dollars (\$100.00) during any calendar year.

2. All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

(b) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment

(as shown by recorded instrument) by executing, acknowledging and recording a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

(c) Any and all expenses incurred by the Trustees in collecting any past due assessment, including, but not limited to recording fees and reasonable attorneys fees, shall be the sole responsibility of the owner of the lot affected. These incurred expenses shall also constitute a lien upon the said lot and said lien shall continue in full force and effect until said expenses have been fully paid.

3. The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when feasible. 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.

4. 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.

5. The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage insurance, as they may deem necessary and proper.

V

RESTRICTIONS

1. These covenants shall be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, shall run with the land and shall be binding upon the parties hereto and future land owners of the property hereinabove described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change these covenants in whole or in part.

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private attached garage. Minimum finished liveable area of dwelling, 1400 square feet. Minimum cost of house shall not be less than \$40,000.00 based on cost levels prevailing at date these covenants are recorded.

3. ARCHITECTURAL CONTROL:

1) No structure or fence shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the trustees as to quality and type of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and as to compliance with this Indenture. No fence, hedge or mass planting shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without the approval of the trustees. No fence may be erected on any part of a lot that borders common ground without the approval of the trustees.

2) The trustees approval of fences is hereby limited to approval of fences which shall meet the following specifications:

A. Type 1

- a) Construction shall be of western cedar material only and left natural in color and finish;
- b) Height may not exceed Fifty-Four (54) inches from ground to top of fence;
- c) Design shall be of standard posts with two or three rails, more commonly referred to as post and rail construction;
- d) Said posts shall not exceed 10 feet 0 inch from center of post to center of post;
- e) All posts shall be anchored in a base of concrete at least 1 foot 6 inches into the soil;

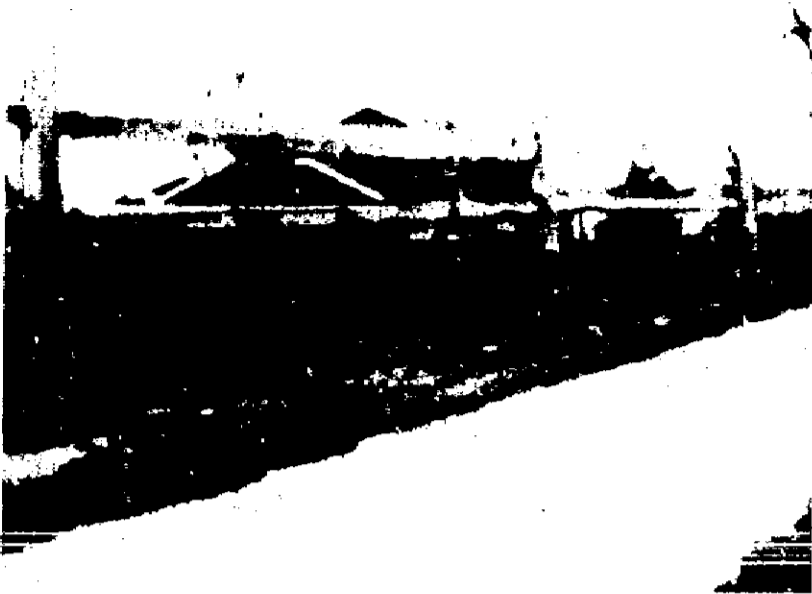
B. Type 2

- a) Construction shall be of cedar or redwood material only and left natural in color and finish;
- b) Height may not exceed Fifty-Four (54) inches from ground to top of any part of the fence;
- c) Posts may be either round or square;
- d) Rails shall only be of a size commonly known as 2x4 or 2x6 inches. There may be two or three rails;
- e) Slats or pickets shall be attached to the rails and said slats shall be vertical to the ground. The size of the slats shall be between 1x4 inches to 1x8 inches. Any combination of these size slats may be used. Slats may all be placed on one side of the rails or slats may alternate from one side of the rails to the other side of the rails. Slats may abut or slats may have a space between them.
- f) The posts shall not exceed 10 feet 0 inch from center of post to center of post;
- g) All posts shall be anchored in a base of concrete at least 1 foot 6 inches into the soil;

3) Within one year following the erection of a structure or a fence the trustees may require the lot owner to landscape along the structure or fence. Landscaping may include materials such as rambling rose, multi-flora rose, evergreen shrubbery, or such other similar materials as may be approved by the trustees.

4) Below are pictures of examples of the type fences that are allowed;

TYPE 1



TYPE 2



5) Chain link type fencing is specifically prohibited as a fence or for use in conjunction with either type 1 or type 2 fence.

6) Section 2 above only applies to yard fences. Privacy screens near patios or other areas are subject to approval provided for in section 1 above.

7) In order for trustees approval to be valid it must be in writing and signed by a majority of the trustees.

8) In the event the trustees fail to approve or disapprove a structure or fence within 30 days after plans and specifications have been submitted to them, approval shall not be required. However, any fence must still meet the specifications as stated in section 2 above.

4. BUILDING LOCATIONS: No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which

may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in streets, yards, or driveways of Subdivision.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, mobile home, basement, tent, shed, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any trailer, camper, mobile home, tent, shed, barn or other outbuilding shall not be located on a public street and must be located in the back yard area or in an approved shelter, such as a garage.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, and no not owner may have more than two dogs or cats.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be located closer than twenty feet to any park area.

11. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot.

12. SLOPE CONTROL AREAS: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. LAND NEAR PARKS AND WATER COURSES: No detached or outbuildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course.

GENERAL PROVISIONS

1. Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the common land, islands, sidewalks, street lighting and drainage facilities referred to herein shall not cease nor may this Indenture be changed or amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees until such time, if ever, as St. Louis County or any other similar agency which may exist hereafter shall establish park, street lighting and street maintenance for the area affected.
2. Notwithstanding any other conditions herein the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County, Missouri, or of any municipality of which it may hereafter become a part, including but not limited to those affecting maintenance of islands, sidewalks, street lights and drainage facilities.
3. The Trustees are authorized and empowered to cooperate and to contract with the Trustees 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. Any and all future tracts of land, platted as a part of Lake of the Woods Addition in St. Louis County, Missouri, shall be governed by the restrictions contained in this Indenture.
5. 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 covenant and may be brought to restrain any such violation and/or to recover damages therefor.
6. LIABILITIES OF TRUSTEES; TRUSTEES NOT TO BE COMPENSATED: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. Neither the Trustees nor Successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.
7. Any other provision hereof to the contrary notwithstanding the developer and builder of the aforescribed tract of land shall not be liable for any assessment by the Trustees, either regular or special, on any lot or parcel of land either platted or unplatted which it may own. Further the developer and builder may locate upon any lot or parcel of land, either platted or unplatted construction and sales buildings and offices, any structure for the storing of construction equipment and building materials and any other truck equipment or storage trailer which is the property of the developer and builder or of any of its agents.
8. SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9. AMENDMENT: This Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (1/2) of the then record owners of the fee simple title of all lots in the Subdivision; any such written and signed alteration, amendment, change or discontinuance shall, when duly certified and acknowledged by the then Trustees and recorded with the Office of the Recorder of Deeds for St. Louis County, Missouri, become a part of the provisions and restrictions of this Indenture, with the written approval of the Planning Director.

10. 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 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.

11. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, grassed and shrubbed areas, median strips and other non-public areas such as entrance markers, roadways and easements.

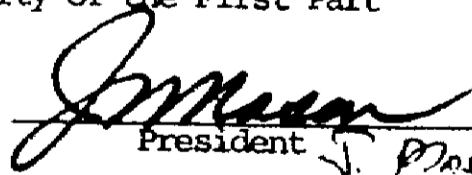
12. No above ground structure other than required street lights may be erected within a cul-de-sac, divided street entry island or median strip without written approval of the St. Louis County Department of Highways and traffic.

13 Any alteration, amendment, change or discontinuance of this Indenture that is made prior to the completion of development of this Subdivision must first have the written approval of the County Planning Director prior to taking effect or being recorded with the Recorder of Deeds.

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 written.

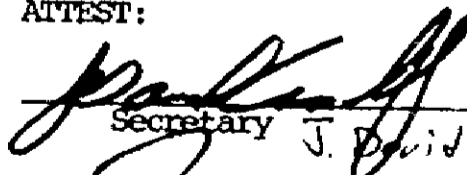
MASON-CASSILLY, INC.
Party of the First Part

By

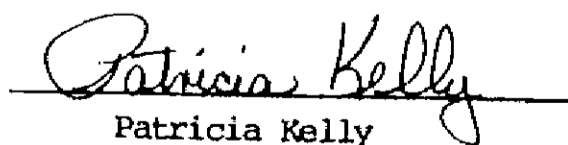

President J. Mason



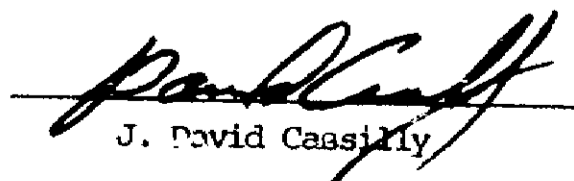
ATTEST:


Secretary J. David Cassilly


Joseph L. Mason


Patricia Kelly

TRUSTEES
Parties of the Second Part


J. David Cassilly

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

On this 22th day of September, 1977, before me appeared JOSEPH L. MASON to me personally known, who, being by me duly sworn, did say that he is the President of Mason-Cassilly, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said J. DAVID CASSILLY 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.

E. Donald Cassilly
Notary Public

E. DONALD CASSILLY
St. Louis County, Missouri

My Commission expires:

My Commission Expires September 23, 1979



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

On this 22th day of September, 1977, before me personally appeared JOSEPH L. MASON, J. DAVID CASSILLY and PATRICIA KELLY, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

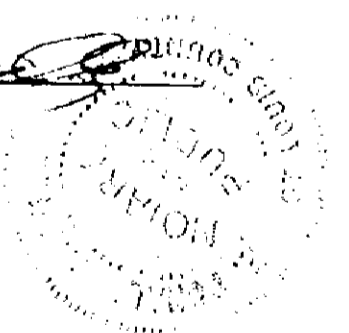
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

E. Donald Cassilly
Notary Public

E. DONALD CASSILLY
St. Louis County, Missouri

My commission expires:

My Commission Expires September 23, 1979



700
37

FIRST AMENDMENT TO
INDENTURE OF RESTRICTIONS
FOR
LAKE OF THE WOODS ADDITION

This First Amendment to the Indenture of Restrictions for Lake of the Woods Addition agreed to and adopted this 6th day of July, 1983, amending the Indenture of Restrictions for Lake of the Woods Addition made and entered into the 8th day of September, 1977:

WITNESSETH:

WHEREAS, an Indenture of Restrictions was made and entered into the 8th day of September, 1977, by and between MASON-CASSILLY, INC., a Missouri corporation, therein referred to as "Owner" and Party of the First Part, and JOSEPH L. MASON, J. DAVID CASSILLY and PATRICIA KELLY, all of the County of St. Louis, State of Missouri, therein referred to as "Trustees" and Party of the Second Part and recorded in Book 7027 Pages 2210 through 2222, St. Louis County Records, and

WHEREAS, Article VI Paragraph 9, Amendment of said Indenture of Restrictions provides for owners of "not less than one-half of the then record owners of the fee simple title of all lots in the subdivision..." to amend and/or alter this Indenture of Restrictions, and

WHEREAS, the current Trustees, WILLARD T. KNUSSMAN, SUSAN AUGUSTYN and ROBERT DIECKMANN per Article VI Paragraph 9 Amendment of said Indenture of Restrictions, do hereby duly certify that more than one-half (1/2) of the now record owners in fee simple title of a total of sixty-seven (67) lots in said subdivision have chosen to amend said Indenture of Restrictions as hereinafter set forth,

NOW THEREFORE, by the authority granted the Trustees in said Indenture of Restrictions and in consideration of the premises and the mutual promises, covenants and agreements, made by the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves and for and on behalf of the owners of all lots in Lake of the Woods Addition, their heirs and assigns, and for and on behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs and assigns.

246

STATE OF MISSOURI } SS
COUNTY OF ST. LOUIS }
FILED FOR RECORD

1983 JUL 25 PM 12:16

Wm. E. Faubus
RECORDER OF DEEDS

800-7516 PAGE 1921

any of the lots in Lake of the Woods Addition, all as described herein as follows, to-wit:

1. It is hereby agreed that Article V Subparagraph 3.2)B.a) of the Indenture of Restrictions dated the 8th day of September, 1977, shall be deleted in its entirety and replaced by the addition of the following:

B. Type 2

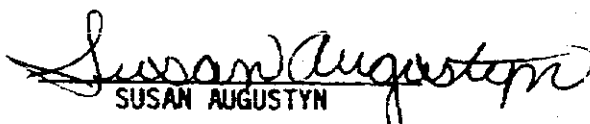
a) Construction shall be of cedar or redwood material or approved pressure treated material only and left in natural color and finish.

2. It is hereby agreed that Article V Restrictions of the Indenture of Restrictions dated the 8th day of September, 1977, shall be amended by the addition of the subparagraph as follows:

15. ABOVE-GRADE SWIMMING POOLS: NO ABOVE-GRADE SWIMMING POOLS OF ANY TYPE SHALL BE ERECTED OR PLACED ON ANY LOT WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF, the undersigned Trustees of Lake of the Woods Addition have executed this First Amendment to Indenture of Restrictions for Lake of the Woods Addition this 6th day of July, 1983, and do hereby certify that it has been approved in accordance with Article VI Paragraph 9. Amendment.


WILLARD T. KNUSSMAN


SUSAN AUGUSTYN


ROBERT H. DIECKMANN

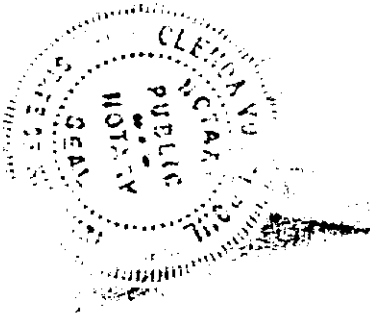
ATTEST:

The above amendment is hereby approved by the St. Louis County Director of Planning.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 6th day of July, 1983, before me personally appeared Willard T. Knussman, Susan Augustyn and Robert H. Dieckmann, Trustees of Lake of the Woods Addition, to me to be known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Glenda Vogelpon

GLENDAY VOGELPON, NOTARY PUBLIC
State of Missouri, County of St. Louis
My Commission Expires December 20, 1985

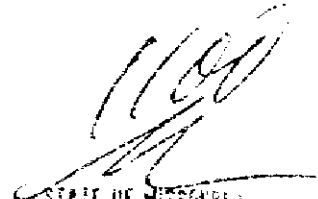
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800-7516762 1923

END OF DOCUMENT!

Notation

SECOND AMENDMENT TO
INDENTURE OF RESTRICTIONS
FOR
LAKE OF THE WOODS ADDITION


STATE OF MISSOURI
COUNTY OF ST. LOUIS
FILED FOR RECORD

1986 OCT 24 PM 3:28

ST. LOUIS COURT R.M.O.

This Second Amendment to the Indenture of Restrictions for Lake of the Woods Addition agreed to and adopted this 15th day of June, 1986, amending the Indenture of Restrictions for Lake of the Woods Addition made and entered into the 8th day of September, 1977:

WITNESSETH:

596

WHEREAS, an Indenture of Restrictions was made and entered into the 8th day of September, 1977, by and between MASON-CASSILLY, INC., a Missouri corporation, therein referred to as "Owner" and Party of the First Part, and JOSEPH L. MASON, J. DAVID CASSILLY AND PATRICIA KELLY, all of the County of St. Louis, State of Missouri, therein referred to as "Trustees" and Party of the Second Part and recorded in Book 7027 Pages 2210 through 2222, St. Louis County Records, and

WHEREAS, Article VI Paragraph 9, Amendment of said Indenture of Restrictions provides for owners of "not less than one-half of the then record owners of the fee simple title of all lots in the subdivision..." to amend and/or alter this Indenture of Restrictions, and

WHEREAS, the current Trustees, RICHARD N. HULSEY, VICTORIA C. WENZ, and JOYCE M. ROGG per Article VI Paragraph 9 Amendment of said Indenture of Restrictions, do hereby duly certify that more than one-half (1/2) of the now record owners in fee simple title of a total of sixty-seven (67) lots in said subdivision have chosen to amend said Indenture of Restrictions as hereinafter set forth,

NOW THEREFORE, by the authority granted the Trustees, in said Indenture of Restrictions and in consideration of the premises and the mutual promises, covenants and agreements, made by the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves and for an on behalf of the owners of all lots in Lake of the Woods Addition, their heirs and assigns, and for an on behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs and assigns, any of the lots in Lake of the Woods Addition, all as

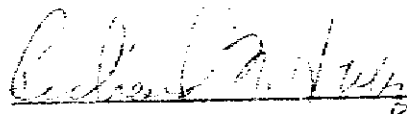
described herein as follows, to-wit:

1. It is hereby agreed that Article V Restrictions of the Indenture of Restrictions dated the 8th day of September, 1977, shall be amended by the addition of the subparagraph as follows:

C. Type 3

- a) Construction shall be of wrought iron and must be kept painted with either black or white epoxy paint.
- b) Height may not exceed sixty (60) inches from ground to top of fence.
- c) Design shall be of standard posts or brick columns, posts shall be square only.
- d) Said posts shall not exceed 6 feet 0 inches from center to center of post.
- e) All posts shall be anchored in a base of concrete at least 1 foot 6 inches into soil.
- f) Rails shall not exceed 5 inches center to center.
- g) Construction must be for in-ground pool protection only and design must be approved by neighbors and trustees.
- h) Wrought iron fence will not be approved as a property perimeter fence.

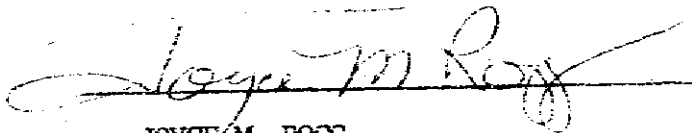
IN WITNESS WHEREOF, the undersigned Trustees of Lake of the Woods Addition have executed this Second Amendment to Indenture of Restrictions for Lake of the Woods Addition this 15th day of June, 1986, and do hereby certify that it has been approved in accordance with Article VI Paragraph 9. Amendment.



RICHARD N. HULSEY



VICTORIA C. WENZ

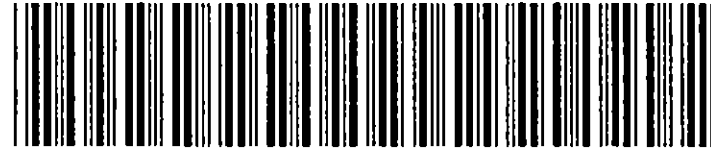


JOYCE M. ROGG

On this date Oct 19, 1988 before me personally appeared Richard N. Hulsey, Victoria C. Wenz and Joyce M. Rogg, Trustees of Lake of the Woods Addition, to me to be known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal the day and year first above written.

W. S. Hale
#2 10-88
Notary Public
WILLIAM S. HALE



* 2007022801525 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT NOTICE GRANTOR LEMAY WOODS BY BD TO GRANTEE

PROPERTY DESCRIPTION: LEMAY WOODS

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

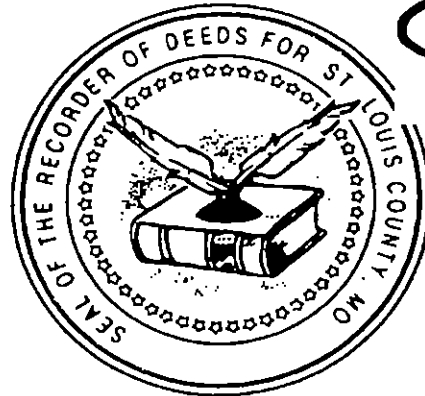
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
1,525

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 28 day of February 2007 at 04:05 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

Jolynn Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

- N.P.
- N.P.C.
- N.N.C.
- N.N.I.

Destination code: M

RECORDING FEE \$36.00
(Paid at the time of Recording)

5

NOTICE OF AMENDMENT OF
INDENTURE OF
LEMAY WOODS/ LAKE OF THE WOODS
SUBDIVISION

THE UNDERSIGNED, BEING ALL THE BOARD MEMBERS OF LEMAY WOODS/LAKE OF THE WOODS SUBDIVISION AND BEING DULY SWORN, STATE THE FOLLOWING TO BE TRUE:

1. THE INDENTURE OF LEMAY WOODS/LAKE OF THE WOODS SUBDIVISION RECORDED AT **BOOK 6884, PAGE 2174** ET SEQ, OF THE ST. LOUIS COUNTY RECORDS HAS BEEN DULY AMENDED BY ORDER OF THE CIRCUIT COURT OF ST. LOUIS COUNTY.
2. THE COURT-ORDERED AMENDMENT, STRIKING ENTIRELY ALL OTHER PROVISIONS REGARDING THE AMENDMENT PROCESS FOR THE INDENTURE AND SUBSTITUTING A SINGLE NEW AMENDMENT PROCESS FOR THE INDENTURE, WAS ADOPTED AND APPROVED BY THE COURT ON NOVEMBER 27, 2006.
3. A CERTIFIED COPY OF THE COURT'S ORDER WITH THE NEW APPROVED AMENDMENT PROVISION IS APPENDED TO THIS NOTICE AS EXHIBIT A AND INCORPORATED HEREIN, MAKING SAID NEW AMENDMENT PROVISION FOR THE INDENTURE FULLY EFFECTIVE AS OF THE DATE OF THIS RECORDED FILING.
4. THIS COURT-ORDERED NEW AMENDMENT PROCESS FOR THE SUBDIVISION INDENTURE IS CONSEQUENTLY HENCEFORTH THE GOVERNING AMENDMENT PROVISION OF THE INDENTURE OF LEMAY WOODS/LAKE OF THE WOODS SUBDIVISION.

Lawrence T. Eisele
LAWRENCE T. EISELE

Marye Lee Ferrari
MARYE LEE FERRARI

George Steinacker
GEORGE STEINACKER

Paul Benz
PAUL BENZ

Shari Bartyzel
SHARI BARTYZEL ← BARTYZEL

BEING ALL THE BOARD MEMBERS OF LEMAY WOODS/
LAKE OF THE WOODS SUBDIVISION

STATE OF MISSOURI
COUNTY OF ST. LOUIS

BEFORE ME THIS 28TH DAY OF FEBRUARY, 2007 APPEARED

LAWRENCE T. EISELE, GEORGE STEINACKER, SHARI BARTYZEL,
MARYE LEE FERRARI, PAUL BENZ.

WHO BEING DULY SWORN DID STATE THAT THEY ARE THE DULY
SERVING BOARD MEMBERS OF LEMAY WOODS/LAKE OF THE WOODS
SUBDIVISION AND THAT THEY SIGN THE FOREGOING WITH BINDING
AUTHORITY AND EFFECT FOR SAID ORGANIZATION .

Jerry B. Wamser
Notary Public

JERRY B. WAMSER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My commission expires: Apr. 21, 2009
Commission # 05471013

FILED

NOV 7 2006

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

JOHN J. JOHNSON,)	
)	
Plaintiff,)	Cause No. 06CC-003108
)	
vs.)	
)	Div. 15
JOHN R. BROPHY, et. al.)	
)	
Defendants,)	

FINAL JUDGMENT AND ORDER

Upon review of the Stipulation for Settlement reached by the parties, the Court finds said Stipulation a just, reasonable and lawful resolution of this case and consequently enters the following Order and Final Judgment in this matter:

1. The amendment process for owners to amend the Lemay Woods/Lake of the Woods Subdivision Indenture stated by the Developer in its July 14, 1980 amendment shall be the binding and legally effective amendment process for this community with the sole modification that prior notice for any vote on an amendment shall be a minimum of 30 days.

2. Therefore, the amendment process for the Indenture recorded at Book 6884, Page 2174 of the County Records shall henceforth read as follows:

“ Any amendment of this Indenture by the purchasers of residential lots shall be had at a meeting of said record Purchasers which meeting shall be called by written notice sent by the existing trustees at least thirty (30) days prior to such meeting by first class mail postage fully prepaid, to all such purchasers indicating the time date, place and purpose of the meeting. At such meeting the record purchasers of each lot shall have one (1) vote. Voting by proxy on the proposed amendment to this Indenture by the purchasers of residential lots shall be permitted on forms prepared by the then existing trustees, which proxies must be received no later than twelve o’clock noon the day of any scheduled election in order to be recognized. Sixty-six and two-thirds percent (66 2/3%) of votes cast whether in person or by proxy at any such election shall adopt an amendment.

A petition submitted by fifteen (15%) of the recorded purchasers or the unanimous recommendation of a proposition by the trustees shall require an election as provided for hereunder. Any amendment approved at a duly called meeting shall be filed in the Office of the Recorder of Deeds of St. Louis County.”


JP

3. This Final Judgment and Order shall be duly recorded in the St. Louis County Records.

4. Costs shall be taxed to the defendants.

DATED: 11/27/06

SO ORDERED:



JUDGE, DIVISION 15

I certify and attest that the above is a true copy of the original record of the Court in case number 06cc3108 as it appears on file in my office.

Issued

12-12-2006



JOAN M. GILMER, Circuit Clerk
St. Louis County Circuit Court

By

Dignon Raybon

Deputy Clerk