

INDENTURE OF TRUST AND RESTRICTIONS

OF

LEMAY WOODS

THIS INDENTURE made and entered into this 26th day of July, 1976, by and between Lemay Ferry East, Inc. & Lemay Ferry West, Inc. corporations organized and existing under the laws of the State of Missouri, hereinafter referred to as "Owners" and Glennon R. Vatterott, Howard Thaller and Louis T. Saffa, all of the County of St. Louis, State of Missouri, hereinafter referred to as "Trustees".

WITNESSETH THAT:

WHEREAS, the County Council of St. Louis County, Missouri, by its Ordinance Number 5434 dated April 13, 1970 approved and authorized a Planned-Environment Unit for the development in accordance with and conformance to the provisions of Section 1003, 187 SLCRO of the following described tract of land situated in St. Louis County, Missouri:

See Exhibit A attached hereto.

WHEREAS, part of the above described tract for which said Planned-Environment Unit was approved and authorized has been subdivided and the plat thereof recorded in the St. Louis County Records in Plat Book 168, Pages 12 And 13, and designated LEMAY WOODS PLAT ONE, and

WHEREAS, Owners contemplate that the remainder of the above described tract for which said Planned-Environment Unit was approved and authorized will also be subdivided and that plats thereof will be prepared and recorded in the St. Louis County Records pursuant to and in conformity with the aforesaid Ordinance and other ordinances of said County; and

WHEREAS, "Community Area" for park and recreational areas may be designated and set aside on future plats of LEMAY WOODS to be recorded in the Office of the St. Louis County Recorder of Deeds upon approval by the St. Louis County Council or other proper officials of St. Louis County; and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of LEMAY WOODS, certain streets, Community Area and certain easements which are for the exclusive use and benefit of the owner or owners of the lots and parcels shown and to be shown on said subdivision plats (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the owner or owners of the lots and parcels shown and to be shown on said plats; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the tracts of land, whether of record or to be of record and known collectively as LEMAY WOODS, as a restricted neighborhood and to protect the same against certain uses by the adoption of a neighborhood plan and scheme of restrictions, and to apply that plan and restrictions in favor of or against each lot and 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 any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said areas; and

WHEREAS, all reservation, limitations, conditions, easements and covenants contained herein, 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 and parcels covered by this instrument; and

WHEREAS, Owners will, by separate instrument, convey to the Trustees and establish certain area as "Community Area", to be so designated on the plat or plats of the remainder of the above described tract, to be prepared and recorded in the St. Louis County Recorder's Office; and

WHEREAS, the above described instruments will convey the property described as "Community Area" to the Trustees hereafter designated and established for a period of Twenty-five (25) years, and after expiration of said time, fee simple title to such Community Area shall vest in all of the then record owners of all lots and parcels in any subdivision of the aforescribed property known as LEMAY WOODS (regardless of plat number), as joint tenants, but the rights of said joint tenants shall be only appurtenant to and in conjunction with their ownership of lots or parcels in said LEMAY WOODS and any conveyance or change of ownership of any lot or lots or parcels in LEMAY WOODS shall carry with it ownership in Community Area so that none of the owners of lots or parcels in LEMAY WOODS (regardless of plat number) shall have such rights of ownership as to permit them to convey their interest in the Community Area except as an incident to the ownership of a regularly platted lot or parcel; and any sale of any lot or parcel in LEMAY WOODS, regardless of plat number, shall carry with it without specifically mentioning it, all the incidents of ownership of the Community Area, provided, however, that all of the rights, powers and authority conferred upon the Trustees of LEMAY WOODS, 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, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors assigns, any of the lots and parcels of land in the aforescribed property, all as described herein as follows; to wit:

DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be Glennon R. Vatterott, Howard Thaller and Louis T. Saffa, designated herein as Trustees, who by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resigns, refuses to act, becomes disabled or dies, Owners or their successors or assigns shall appoint a successor or successors until such time that 50% of the lots and parcels in all the plats of LEMAY WOODS are sold and closed. At that time the term of Louis T. Saffa or his successor, shall terminate. At that time a successor Trustee shall be chosen at a meeting of the then record owners in fee simple title to lots and parcels in all plats of LEMAY WOODS called by notice of meeting signed by at least three (3) property owners, sent by first class mail to or personally served upon, all of such record owners at least ten (10) days before the date fixed for the meeting. The notice shall specify the time and place of meeting, which place, shall be in St. Louis County, Missouri. At such meeting, the owner of each lot shall have one (1) vote. A majority of all votes in all plats of LEMAY WOODS shall have the power to elect new trustees. Until such time as 95% of the lots and parcels in all the plats of LEMAY WOODS are sold and closed should Glennon R. Vatterott or Howard Thaller resign, refuse to act, become disabled or die, then Owners or their successor or assigns, shall appoint successor Trustees for said Trustees. At such time as 95% of the lots and parcels in all the plats of LEMAY WOODS are sold and closed the term of Howard Thaller or his successor shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. Until such time as all the lots and parcels in all the plats of LEMAY WOODS are sold and closed should Glennon R. Vatterott resign, refuse to act, become disabled or die, the Owners or their successors and assigns, shall appoint a

successor Trustee. At such time as all the lots and parcels in all the plats of LEMAY WOODS are sold and closed the term of Glennon R. Vatterott or his successor, shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. The Trustees selected by a vote of the lot owners as hereinbefore provided shall serve three (3) year terms and their successors shall be selected at a meeting called and held in the manner hereinbefore set out.

The Owner or Owners of the area designated as multi-family dwellings as shown on the Amended Final Development Plan of LEMAY WOODS recorded in Plat Book 105, Pages 24125 of the County records shall not have a vote in any election to select Trustees.

II

RESERVATION OF EXPENDITURES

The owners reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the above described tract.

III

TRUSTEES' DUTIES & POWERS

The Owners hereby invest the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers, and authorities;

(1) Trustees shall acquire and hold "Community Area" to be described and conveyed to Trustees by separate instrument, which said "Community Area" is to be set forth and shown on LEMAY WOODS PLAT ONE, or any subsequent plat under any other name of LEMAY WOODS, all in accordance with and pursuant to the ordinances of the St. Louis County Council and in accordance

with and subject to the provisions of this instrument.

Trustees shall deal with any "Community Area" so acquired under the provisions hereinafter set forth.

(2) To exercise such control over easements, streets and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, Community Area, 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 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 others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

(3) To exercise control over the Community Area to be shown on said Plat One and any other plat hereafter to be approved and recorded, to pay real estate taxes and assessments on said Community Area out of the general assessment hereinafter provided for; to maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots and parcels in the Subdivision, all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and condition of the use of said Community Area, including swimming pool facilities built on the Community Area, all for the benefit and use of the owners of the lots and parcels in this Subdivision and according to the discretion of the said Board of Trustees.

(4) 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 recorded plat does not provide for public use and maintenance.

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

(6) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replant 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 of officers, their agents or employees shall not be deemed guilty or liable for any matter of 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, proposed for construction and erection on said lots and parcels, 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 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. In the event the Trustees fail to

approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory building and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with. This right to approve plans and specifications shall not apply to the area designated Multi-Family Dwelling, as shown on the Amended Final Development Plan of Lemay Woods recorded as aforesaid.

(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 or parcels in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent areas, and that any and all damages to subdivision improvements shall be required.

(9) At such time (Twenty-five years after the date of any warranty deed by which the Trustees acquired the "Community Area") as the then lot and parcel owners of LEMAY WOODS become owners of part or all of the "Community Area" theretofore conveyed to and held by the Trustees, the Trustees shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to the Community Area as hereinbefore set forth, and particularly the Trustees shall continue to collect for and make payment of the real estate taxes which may be levied on the Community Area by St. Louis County and/or by other governmental body or agency.

(10) To establish rules and regulations for the operation of recreational facilities when the same have been provided in the Community Areas.

(11) To purchase and maintain in force liability insurance, protecting the Trustees and lot owners from any and all claims

for personal injuries and property damage arising from use of the Community Areas and facilities.

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

(13) 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 acquisitions 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 entities to the use of the common property, roads or easements.

(14) Notwithstanding any other condition herein, the trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the subdivision may become a part, including but not limited to street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

(15) The Trustees shall have the power to erect ornamental entrance way to LEMAY WOODS Subdivision; said entrance ways may be located on medians within the street right-of-ways. The Trustees shall have the duty to maintain and repair said entrance ways together with all grass, plants and trees located on the aforementioned medians. If requested to do so in writing by the St. Louis County Department of Highways and Traffic, the Trustees shall within thirty (30) days of receipt of the aforementioned

request, remove said entrance ways from the aforementioned medians. The Trustees shall hold St. Louis County harmless from all claims, demands, suits of whatever kind arising out of or in connection with said ornamental entrance way.

(16) To create easements over the Community Area.

IV.

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots and parcels in LEMAY WOODS, except the area designated as Multi-Family Dwellings, as shown on the Amended Final Development Plan of Lemay Woods, recorded as aforesaid, for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

(1) (a) The Trustees and their successors in office are authorized to make uniform annual assessments per lot in each calendar year upon and against each lot in a plat of LEMAY WOODS upon which a single family residence has been constructed for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the future purpose of enabling the Trustees to defend and enforce restrictions, adequately maintain streets, if required, Community Area, utilities and street lights, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in LEMAY WOODS. Each annual assessment shall be levied prior to November 1 in the year prior to the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner and deposited in the United States mail with postage prepaid, or by the posting

of a notice of the assessment upon the residence or dwelling unit against which it applies, by said November 1. Each such annual assessment shall be due on January 1 following and shall become delinquent if not paid by February 1.

(b) If at any time the Trustees 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 lot owners. If such assessment is approved at a meeting of the lot owners called by the Trustees by fifty-five percent (55%) of the votes cast in person only and not by proxy, the Trustees shall notify all owners of the additional assessment; except that only those who have paid all assessment theretofore made, shall be entitled to vote on any question. Notice of such special assessment shall be given in the same manner as notice of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

(c) Should a residence become subject to assessment after January 1 in any year, and should an annual or a special assessment have been levied for that year, then such assessment shall be adjusted so that such residence shall be charged with a portion of the assessment pro rated for the balance of that year.

(2) All assessments shall bear interest at the rate of ten percent (10%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement

of special tax liens against real estate, except that the lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri and to any other bona fide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors and evading the assessments provided for herein; provided, however, that the terms and provisions shall be and remain fully applicable to all of the land subject heretoafter foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequently to such foreclosures. Should an owner pay an assessment after the recording of notice thereof, as herein provided, the Trustees shall release said lien.

(3) The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

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

V

INDENTURE OF RESTRICTIONS

The Owners hereby impose on all the lots in LEMAY WOODS, except the area designated as Multi-Family Dwellings, as shown on the Amended Final Development Plan of Lemay Woods recorded as aforesaid, the following restrictions:

(1) No dwelling shall be erected on any lot other than one detached single family dwelling not to exceed two stories in

in height and a one or two car garage or carport, which if erected must be attached to the dwelling either directly or by means of a breezeway.

(2) No building shall be located on any lot nearer to the front or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event shall be located on any lot nearer than 20 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that on corner lots no structures of any kind shall be permitted in the rear between the building line and the street line. No dwelling shall be located nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

(3) No dwelling shall be permitted on any lot in LEMAY WOODS PLAT ONE, or a subsequent plat with lots having less than 70 feet frontage at the building line, at a cost of less than \$30,000.00, and in the balance of the subdivision at a cost of less than \$40,000.00, based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted single family dwelling size.

As to the lots in LEMAY WOODS PLAT ONE, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

As to the single family lots, having a frontage of 70 feet or more at the building line, in the balance of the property subjected to this indenture, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

Carpots are not permitted on any lots in LEMAY WOODS. All lots having 70 feet or more on the building line shall have not less than a double car garage.

(4) No residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family except that the undersigned owners, or any individual or corporate purchaser from owners of more than 10 lots, may use a residence for an office during the construction and sales period.

(5) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot or at any time as a residence either temporarily or permanently.

(6) All partition fences on single family residential lots shall be constructed of new material, such fences shall not be more than four (4) feet in height and shall not extend in front of the building on any lot. On corner lots the fence shall not extend beyond the front or side of a building. Solid fences built of new material and of a decorative character may be erected to a height of seven (7) feet for the purpose of screening a patio, provided the plans and specifications for said patio fence and a sketch showing the proposed location of the fence have been approved by the Trustees as to quality of material, harmony of external design with existing buildings and as to location with respect to the patio to be screened and the homes in close proximity to the proposed fence.

(7) No roof drainage, garage drainage, downspouts, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline or other objectionable materials shall be placed, drained, emptied into or connected to the sanitary sewer line. The sewer company serving LEMAY WOODS shall have authority to and is directed to eliminate all objectionable materials, roof drainage, garage, downspouts, and all surface or storm drainage, chemicals, chemical splutions, oil, gasoline or other objectionable materials from the sanitary sewer service line, and violation of the provision shall give the sewer company serving LEMAY WOODS, or its successors or assigns, a right to discontinue sanitary sewer service to the offending party. The right to enter on any portion of the above-described property for the purpose of inspecting for possible violation of this provision and discontinuance of service in case of violation, is hereby granted to the sewer company serving LEMAY WOODS. No septic tanks or other means of disposing or treating of sanitary sewage, excepting the service operated by the sewer company serving LEMAY WOODS, shall be permitted on any property therein.

(8) No sign of any kind shall be displayed to the public view on any residential lot except that one sign of not more than five square feet advertising the property for sale or rent may be displayed and, in addition, signs of any size may be used by builders to advertise the houses built or to be built on the subject property.

It is contemplated that more than one builder will be building in LEMAY WOODS SUBDIVISION and each of these builders may erect such signs as they deem necessary.

(9) No oil drilling, oil development, oil operations, oil refining, quarrying or mining operations of any kind shall be permitted, upon or in any lot, nor shall oil wells, tanks, tunnels mineral excavations or shafts be permitted on or in any lot.

(10) No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, maintained for any commercial purpose.

(11) No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste material 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.

(12) No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(13) At any time within five years from the date of recording of these restrictions that part of these restrictions pertaining to side lines and building lines may be added to or amended by the Owners so as to rectify any inadvertent violations of said side line and building line restrictions occurring during the original construction period.

(14) All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waivers, estoppel, condemnation or failure of title

as to any lot or part of lots in said subdivision be of any effect to modify, invalidate or annul any grant, covenant, or agreements herein with respect to the remainder of said subdivision, saving always the right to terminate or release as hereinabove expressly provided.

(15) These restrictions shall continue and be binding upon the Owner and the Trustees and upon their successors and assigns for a period of 30 years from the date this instrument is recorded and shall automatically be continued thereafter for successive periods of fifteen (15) years each, provided however, that the owners of the majority of lots of the entire LEMAY WOODS development may terminate the trusts or release all of the land hereby restricted from any one or more of all of the said restrictions at the end of the original term or of any successive fifteen (15) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in St. Louis County, Missouri at least five years prior to the expirations of the original term or of any fifteen (15) year period thereafter.

(16) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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.

(17) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(18) Personal property, including but not limited to boats and trailers, shall not be placed or stored in the open on any lot nearer to the front lot line than the rear line of the building, nor in the case of corner lots, nearer to the side street, than the side building line. This shall not prohibit the parking of passenger automobiles, licensed and in operating condition.

(19) No above ground structure, other than required street lights may be erected within a cul-de-sac, divided street entry islands, or median strips, without the written approval by the St. Louis County Department of Highway and Traffic.

VI

MISCELLANEOUS PROVISIONS

(1) (a) There are and will be situated in the above described tract, certain areas designated as "Community Area". The Trustees shall hereafter maintain said "Community Area" and may develop therein park areas, swimming pools, playgrounds, ball fields and other kinds of recreational facilities.

(b) Any other provision hereof to the contrary notwithstanding the obligations and rights of the Trustees hereunder to maintain the parks and streets referred to herein shall not cease nor may this indenture be changed or amended to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustees herein, nor may this Indenture be amended to eliminate the Trusteeship set up in said Indenture or Provisions for the succession of Trustees.

(2) 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 enuring to the benefit and general welfare of the inhabitants of the entire area.

(3) All land designated as "Community Area" on any plat of LEMAY WOODS shall be for the mutual benefit and use of all owners of lots and parcels in LEMAY WOODS and their lawful lessees regardless of the plat number in which the lot or parcel so owned shall be situated, except that the occupants of any dwellings erected upon the area designated as multi-family dwellings as shown on the Amended Final Development Plan of LEMAY WOODS, recorded as aforesaid, shall not be entitled to use swimming pool facilities built and maintained on the "Community Area".

(4) 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.

(5) 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 payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments and expend only such sums 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.

(6) Subject to the provision of Article VI Paragraph 1(b): Owners and their successors (defined to include successors to substantially the same interests as Owners presently have, but excluding purchasers of residential lots sold pursuant to development of the subdivision, herein reserve the right and shall have the right to amend this Indenture in any manner whatsoever) so long as Owners or their successors as defined above, retain legal ownership of one or more lots or of any part of the land herein described provided said Owners shall first cause the amendment to be filed in the Office of the Recorder of Deeds of the County of St. Louis.

(7) Any amendments so adopted prior to the completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri.

IN WITNESS WHEREOF, the Owners and Trustees have hereunto executed this Indenture this 26th day of July, 1976.

LEMAY FERRY WEST, INC., and
LEMAY FERRY EAST, INC.

By _____
President of both Corporations

Glennon R. Vatterott Trustee

Howard Thaller Trustee

Louis T. Saffa Trustee

State of Missouri)
) SS.
County of St. Louis)

On this 26th day of July, 1976, before me appeared Glennon R. Vatterott, to me personally known, who, being by me duly sworn, did say that he is the President of Lemay Ferry East, 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 Glennon R. Vatterott 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.

Notary Public
Vera Yingling

My Commission expires: 2-18-79

State of Missouri)
) SS.
County of St. Louis)

On this 26th day of July, 1976, before me personally appeared Glennon R. Vatterott, Howard Thaller and Louis T. Saffa, to me known to be the persons described in and who executed the same as their free act and deed as Trustees.

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

Notary Public
Vera Yingling

My Commission expires: 2-18-79

State of Missouri)
)SS.
County of St. Louis)

On this 26th day of JULY, 1976, before me appeared Glennon R. Vatterott, to me personally known, who, being by me duly sworn, did say that he is the President of Lemay Ferry West, Inc. a Corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, by authority of its Board of Directors; and said Glennon R. Vatterott 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.

Notary Public
Vera Yingling

My Commission expires: 2-18-79

FIRST AGREEMENT RESPECTING AMENDMENT TO INDENTURE OF TRUST AND
RESTRICTIONS OF LEMAY WOODS

This First Agreement Respecting an Amendment to the Indenture of Trust and Restrictions of Lemay Woods agreed to and adopted this First day March 1978, amending the Indenture of Trust and Restrictions made and entered into the 26th day of July 1976:

WITNESSETH THAT:

WHEREAS, as INDENTURE OF TRUST AND RESTRICTIONS was made and entered into the 26th day of July, 1976 by and between Lemay Ferry East, Inc. and Lemay Ferry West, Inc., corporations organized and existing under the laws of the State of Missouri, hereinafter referred to as "Owners" and Glennan R. Vatterott, Howard Thaller and Louis T. Saffa, all of the County of St. Louis, State of Missouri, hereinafter referred to as Trustees and recorded in Book 6884, Pages 2174 through 2194, St. Louis County Records, and

WHEREAS, Article VI, Paragraph 6 of the said Indenture provides that "Owners and their successors (defined to include successors to substantially the same interests as Owners presently have, but excluding purchasers of residential lots sold pursuant to development of the subdivision), herein reserve the right and shall have the right to amend this Indenture in any manner whatsoever so long as Owners or their successors as defined above, retain legal ownership of one or more lots or of any part of the land herein described . . .; and

WHEREAS, Mason-Cassilly, Inc. is a corporation organized and existing under the laws of the State of Missouri, with principal office and place of business situated in the County of St. Louis, State of Missouri, is majority successor in interest to the aforementioned Owners, and Mason-Cassilly, Inc. retains legal ownership of one or more lots of land described in the Indenture; and

WHEREAS, Mason-Cassilly, Inc., the majority successor in interest to the Owner chooses to exercise its right to amend the aforementioned Indenture as hereinafter set forth;

NOW THEREFORE, by the authority granted "Owners" in the Indenture 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 and parcels of land in Lemay Woods and the section known as Lake of the Woods, 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 and assigns, any of the lots and parcels of land in the aforescribed property, all as described herein as follows, to wit:

It is hereby agreed that paragraph 6 of Article V shall be amended by the addition of the following:

The Trustees approval of fences is hereby limited to approval of fences which shall meet the following specifications:

TYPE I

- a) Construction shall be of western cedar material only and left natural in color and finish;
- b) Height may not exceed forty-eight (48) 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;

TYPE 2

- a) Construction shall be of cedar or redwood material only and left natural in color and finish;

- b) Height may not exceed forty-eight (48) 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;

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

PICTURES UNABLE TO BE PHOTOCOPIED LEGIBLY

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

The two fence types apply to yard fences. Privacy screens near patios or other areas are subject to approval provided for in Article III (7) and in this paragraph above.

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 above.

IN WITNESS WHEREOF, Mason-Cassilly, Inc. the majority successor in interest to the Owners has hereunto executed this First Agreement Respecting Amendment to Indenture of Trust and Restrictions of Lemay Woods this First day of March, 1978.

SECOND AGREEMENT RESPECTING AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS OF LEMAY WOODS

This Second Agreement Respecting an Amendment to the Indenture of Trust and Restrictions of Lemay Woods agreed to and adopted this 14th day of JULY, 1980, amending the Indenture of Trust and Restrictions made and entered into the 26th day of July, 1976; and further amending the First Agreement Respecting Amendment to Indenture of Trust and Restrictions of Lemay Woods, made and entered into the 1st day of March, 1978.

STATE OF MISSOURI
COUNTY OF ST. LOUIS
FILED FOR RECORD

2

WITNESSETH THAT:

1980 JUL 29 AM 8:11

WHEREAS, AN INDENTURE OF TRUST AND RESTRICTIONS was made and entered into the 26th day of July, 1976 by and between *John E. Frank* ^{REC'D BY} DECUS Ferry East, Inc. and Lemay Ferry West, Inc. corporations organized and existing under the laws of the State of Missouri, therein referred to as "Owners" and Glennon R. Vatterott, Howard Thaller and Louis T. Saffa, all of the County of St. Louis, State of Missouri, therein referred to as Trustees and recorded in Book 6884, Pages 2174 through 2194, St. Louis County Records, and

WHEREAS, Article VI, Paragraph 6 of the said Indenture provides that "Owners and their successors (defined to include successors to substantially the same interests as Owners presently have, but excluding purchasers of residential lots sold pursuant to development of the subdivision), herein reserve the right and shall have the right to amend this Indenture in any manner whatsoever so long as Owners or their successors as defined above, retain legal ownership of one or more lots or of any part of the land herein described", and

WHEREAS, Mason-Cassilly, Inc. successor to the owners referred to above exercised its right to amend the aforesaid Indenture by adopting the First Agreement Respecting Amendment to Indenture of Trust and Restrictions of Lemay Woods on the 1st day of March, 1980, which document was recorded at Book 7057 Pages 1647 through 1649 of the St. Louis County Records, and

WHEREAS, Mason-Cassilly Management, Inc. is a corporation existing under the laws of the State of Missouri as the survivor

of the merger of Mason-Cassilly, Inc. and itself on May 22, 1980 with its principal office and place of business situated in the County of St. Louis, State of Missouri; is the current majority successor in interest to the aforementioned Owners and their successors, and retains legal ownership of one or more lots of the land described in the Indenture, and

WHEREAS, Mason-Cassilly Management, Inc., the majority successor in interest to the Owners and their successors chooses to exercise its right to amend the aforementioned Indenture as hereinafter set forth in light of both its desire to insure fair and equitable administration of the Indenture and the previously executed waiver by Mason-Cassilly, Inc. of its right to appoint successor trustees:

NOW THEREFORE, by the authority granted the "Owners" in the Indenture 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 and parcels of land in Lemay Woods and the section known as Lake of the Woods, 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 or assigns, any of the lots and parcels of land in the aforescribed property, all as described herein as follows, to-wit:

A

It is hereby agreed that Article I "Designation and Selection of Trustees" of the Indenture of Trust and Restrictions of Lemay Woods dated the 26th day of July, 1976 shall be amended in its entirety and replaced by the addition of the following, to-wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

The number of trustees shall be five (5) in number, all of whom shall be purchasers of residential lots sold pursuant to

the development of the subdivision. The term of each trustee shall be for a period of three (3) years commencing on the date of his election, provided however, that no trustee shall be entitled to serve more than three (3) consecutive terms of office. Those trustees in office as of the date hereof shall serve a term of three (3) years from the date of their election and/or appointment to office.

In the event of a trustee's death, resignation or incapacity to continue in office due to misfeasance, non-feasance or for any reason whatsoever the remaining trustees shall appoint a successor to fill the unexpired term of such vacant trusteeship and upon the expiration of such appointive term an election shall be had as provided herein.

The election of trustees shall be had at a meeting of the then record purchasers of residential lots of all the parcels in all plats of Lemay Woods. The meeting shall be called by written notice sent by the existing trustees at least ten (10) days prior to such meeting by first class mail, postage prepaid, to all such purchasers indicating the time, date, place and purpose of the meeting. At such meeting the purchasers of each lot shall have one (1) vote. A majority of all votes cast in all plats of Lemay Woods shall elect a new trustee. Voting for trustees by proxy shall be permitted on forms prepared by the then existing trustees, which proxies must be received no later than twelve o'clock noon on the day of any scheduled election to be recognized, provided however, that no person shall be capable of being nominated to serve as a trustee by proxy and no write-in candidacies shall be permitted.

The annual meeting of the Board of Trustees shall be held the second Thursday in October of each year at such time and place in St. Louis County as shall have been previously designated by a majority of the Trustees then in office. A record of all proceedings and business coming before the Board of Trustees shall be made at each convening or reconvening thereof."

B

It is hereby agreed that Article IV "Assessments" Section (2) of the Indenture of Trust and Restrictions of Lemay Woods dated the 26th day of July, 1976 shall be amended by deleting the first sentence of said section and replacing said sentence with the following to-wit:

"(2) All assessments shall bear interest at the rate of twenty per cent (20%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the property against which it is assessed until the amount together with interest and charges is fully paid."

C

It is hereby agreed that Article VI "Miscellaneous Provisions" Section 6 of the Indenture of Trust and Restrictions of Lemay Woods dated the 26th day of July, 1976 shall be amended in its entirety as follows, to-wit:

"(6) Subject to the provisions of Article VI Paragraph 1(b) Owners and their successors (defined to include successors to substantially the same interests as Owners presently have, but excluding purchasers of residential lots sold pursuant to development of the subdivision) herein reserve the right and shall have the right to amend this Indenture in any manner whatsoever so long as Owners or their successors as defined above, retain legal ownership of one or more lots herein described and further provided that said Owners or their successors shall first cause any amendment to be filed in the Office of the Recorder of Deeds of the County of St. Louis.

At such time as Owners or their successors (as defined herein) no longer retain legal ownership of one or more lots herein described, then and in that event the purchasers of residential lots of all of the parcels in all plats of Lemay Woods shall, subject to the terms hereof, have the right to amend this Indenture in any manner whatsoever.

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 ten (10) 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 then record purchasers of each lot shall have one (1) vote. Voting by proxy on proposed amendments 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 on the day of any scheduled election in order to be recognized. Sixty-six and two-thirds per cent (66-2/3%) of all votes cast whether in person or by proxy at any such election shall adopt an amendment.

A petition submitted by fifteen per cent (15%) of the record 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."

D

The First Agreement Respecting Amendment to Indenture of Trust and Restrictions of Lemay Woods, dated the 1st day of March, 1978 is hereby superseded in its entirety as it relates to Article V Paragraphs 6 and 7 of the original Indenture and is replaced with the following, to-wit:

"6: All fences on single family residential lots shall be classified as either (a) perimeter, defined to mean constructed and located on the perimeter of the lot according to the restrictions below; or (b) a partition fence, defined to mean constructed and located within the lot perimeter for the purpose of screening a patio. All fences shall be constructed of new material and conform to the specifications herein.

(6a) Rules Governing Perimeter Fences:

Type I:

Western Split Rail/Post and rail perimeter fence. (Example 1)

a) - Construction shall be of western cedar material only and left natural in color and finish.

b) - Height may not exceed forty-eight (48) inches from ground to top of rail.

c) - Design shall be of standard posts with either two or three rails, more commonly referred to as a western split rail or post and rail.

d) Said posts shall not exceed 10 feet 0 inches between post centers.

e) All posts shall be anchored in a base of concrete at least 18 inches into the soil.

f) A coarse wire screen may be used in conjunction with the fence only if the screen mesh is approximately 2 inches square or 2 inches by 4 inches; does not exceed forty-eight (48) inches in height and is either vinyl clad or painted dark green.

g) Said screen shall be affixed only on the inside (owners side) of the fence.

Type II:

Western Board on Board or Modified Board on Board perimeter fence. (Examples 2A and 2B)

a) Construction shall be of cedar, redwood or treated yellow pine material only and left natural in color and finish.

b) Height may not exceed forty-eight (48) inches from ground to top of any part of the fence.

c) Posts may be either round or square.

d) Horizontal supporting rails shall only be of a size commonly known as 2 x 4 or 2 x 6 inches. There may be two or three horizontal rails.

e) Slats or pickets shall be attached to the rails and said slats or pickets shall be vertical to the ground. The size of the slats or pickets shall be between 1 x 4 inches to 1 x 8 inches and any combination between these dimensions may be used. Slats or pickets may be placed on alternate sides of the rails (Example 2A), or all on one side (Example 2B). If the slats or pickets are all placed on one side of the rails, they shall only be on the outside

of the rails (away from the owner's house). Slats or pickets may abut or have uniform spacing between them.

f) The posts shall not exceed 10 feet 0 inches between post centers.

g) All posts shall be anchored in a base of concrete at least eighteen (18) inches into the soil.

CHAIN LINK TYPE FENCING IS SPECIFICALLY PROHIBITED AS A PERIMETER YARD FENCE OR FOR USE IN CONJUNCTION/COMBINATION WITH ANY TYPE I OR II FENCE.

(6b) Rules Governing Partition Fences:

Partition fences immediately adjacent to patios or other areas are subject to trustee approval as provided for in Article III (7) of the Indenture of Trust and Restrictions of Lemay Woods, to the paragraph above regarding the useage of chain link and to the following:

a) Solid fence/screens built of new material and of a decorative character shall not exceed a height of seven (7) feet.

b) Approval of plans for Partition fences will be evaluated by the Trustees contingent upon the quality of material, harmony of external design with existing buildings and as to location with respect to the patio to be screened and the houses in close proximity to the proposed fence.

(6c) Non-Action by Trustees:

In the event the Trustees fail to approve or disapprove a structure or fence within thirty (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 above.

(6d) Rules Governing Location of Perimeter Fences:

The following rules shall govern the location of any and all perimeter fences, whether of Type I construction or Type II construction:

a) On Corner Lots:

That portion of the fence nearest the actual or projected intersection of the streets shall not be located any closer to the streets than either:

- 1) The intersection of the rear property line and the adjoining neighbor's front building line (Example 3) or;
- 2) The intersection of the owners side building line (on the corner side) and the owners rear property line (Example 4);
- 3) The lot owner may choose whichever maximum fence extension point in Examples 3 or 4 is closest to the street, provided:

- i) That in no event shall any fence extend beyond the owner's front building line, and further provided,
- ii) That no structure in excess of thirty-six inches shall be erected within the triangular area bound by the owner's property lines and a line connecting the two points on the property lines thirty feet from the intersection of the property lines, the intention being that no structure within the aforesaid triangular area shall exceed thirty-six inches in height if it is within thirty feet of the actual or projected intersection of the abutting streets.

b) On non-corner lots: The fence shall not be located beyond the owners front building line (Example 5).

7) Any amendments adopted pursuant to this Indenture, whether by the Owners or by sixty-six and two-thirds per cent (66-2/3%) of the purchasers of residential lots shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri.

IN WITNESS WHEREOF, Mason-Cassilly Management, Inc., the majority successor in interest to the Owners and their successors, has hereto executed this Second Agreement Respecting Amendment to Indenture of Trust and Restrictions of Lemay Woods, this 14th day of July, 1980.

MASON-CASSILLY MANAGEMENT, INC.

BY J. David Cassilly, V.P.
J. DAVID CASSILLY, VICE-PRESIDENT

BOOK 7264 PAGE 43

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

Wesley A. Joyner
Director of Planning

The undersigned Trustees of Lemay Woods Subdivision hereby certify that the foregoing Second Agreement Respecting Amendment To The Indenture of Trust and Restrictions of Lemay Woods has been approved in accordance with Article VI, Paragraph (6).

M. R. Riley
M. R. RILEY Trustee

Robert S. Mullen
ROBERT S. MULLEN Trustee

Darryl D. Hoerr
DARRYL D. HOERR Trustee

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

On this 21st day of July, 1980, before me personally appeared M. R. Riley, Robert S. Mullen and Darryl D. Hoerr, Trustees of Lemay Woods Subdivision, 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 WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Carole M. Martin
Notary Public
CAROLE M. MARTIN

My Commission Expires:
2/19/84

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

On this 14th day of JULY, 1980 personally appeared J. DAVID CASSILLY to me personally known to be the VICE PRESIDENT of Mason-Cassilly Management, Inc., a Missouri Corporation, validly existing and stated that he executed and sealed the foregoing instrument for and on behalf of said corporation and acknowledged that said instrument represented the free act and deed of the corporation.

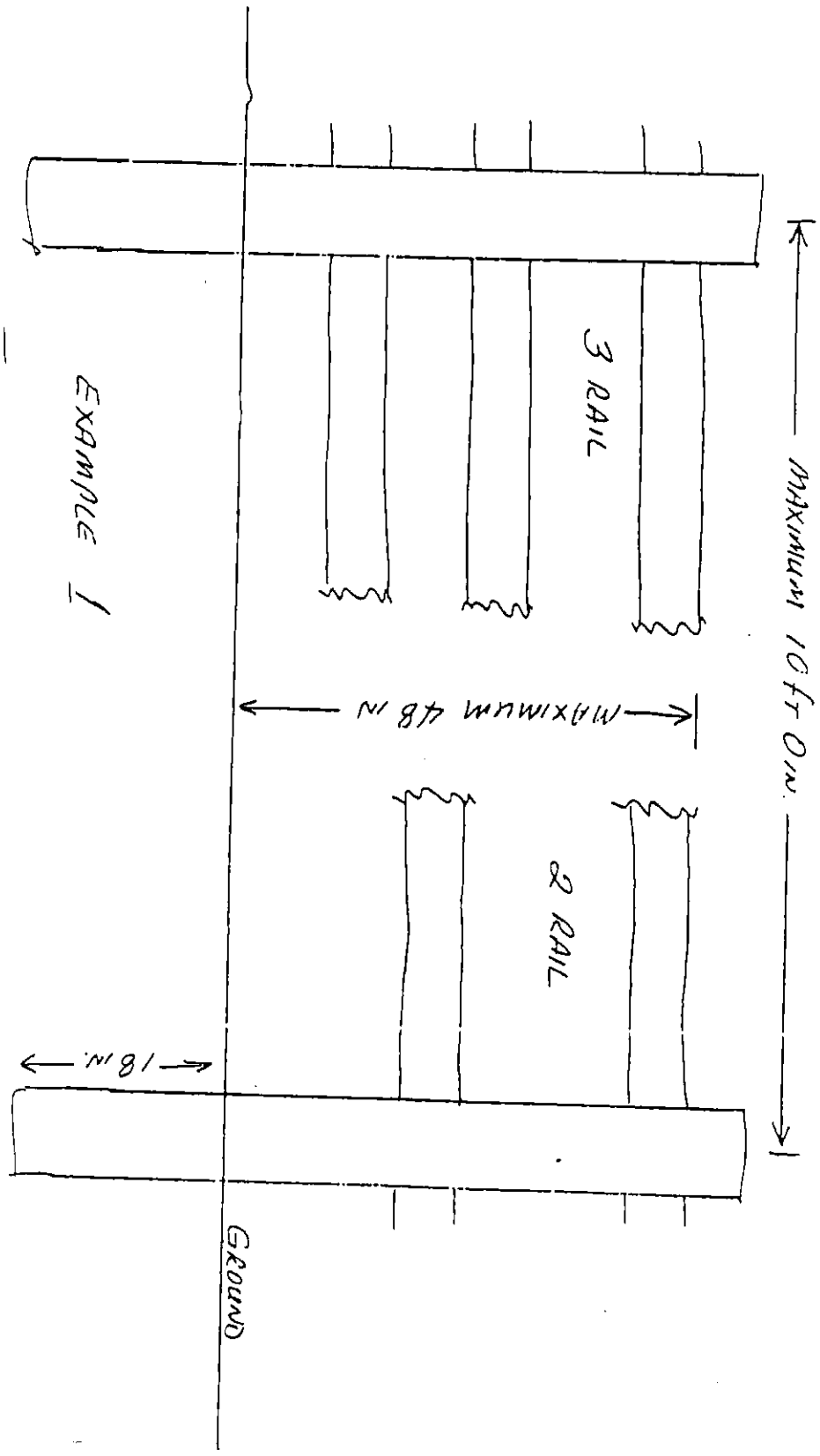
IN WITNESS WHEREOF, I have hereunto set my hand and seal
the day and year first above written.

Dianne M. Johnson
Notary Public
DIANNE M. JOHNSON

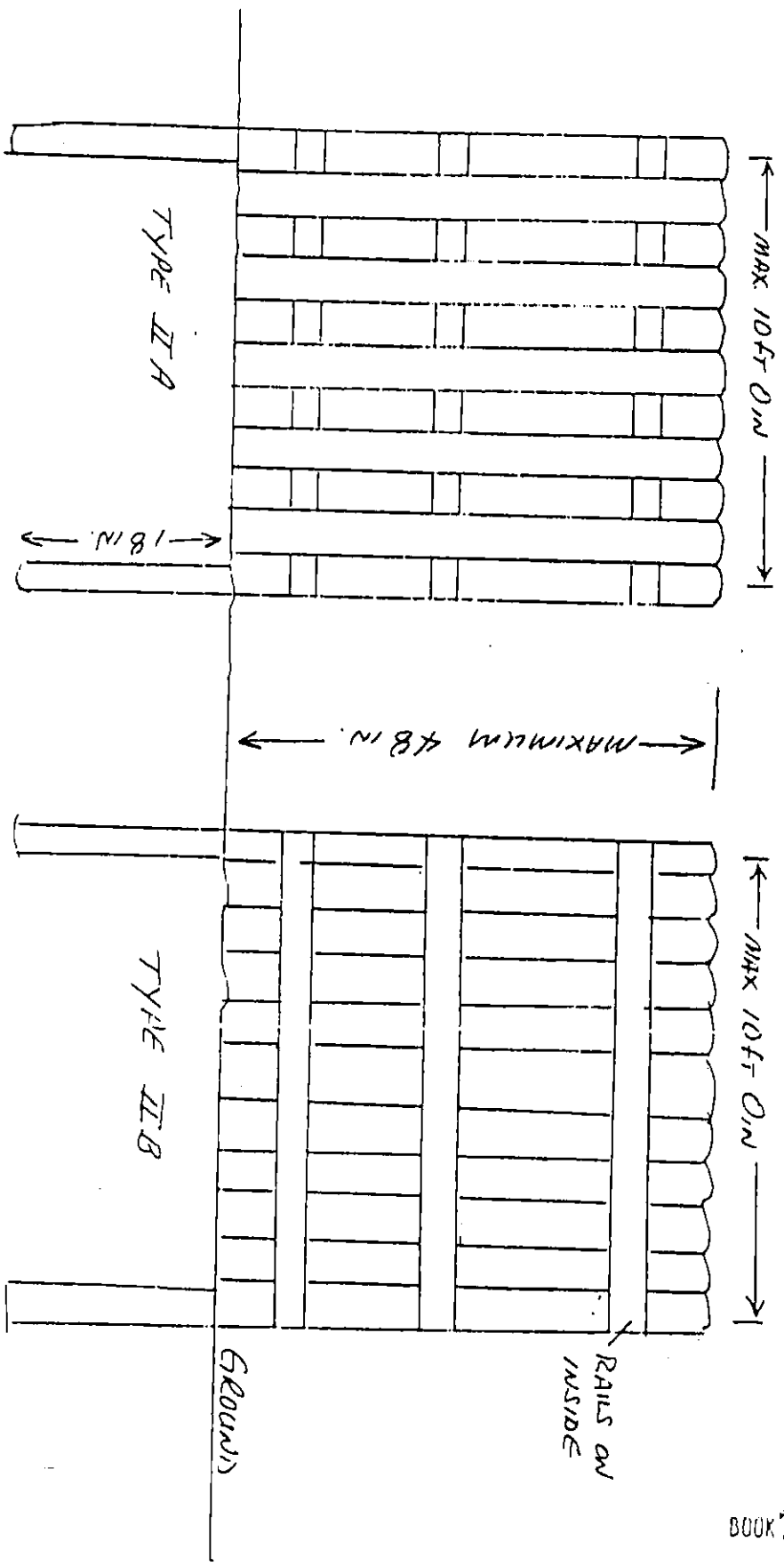
My Commission Expires:

June 26, 1983

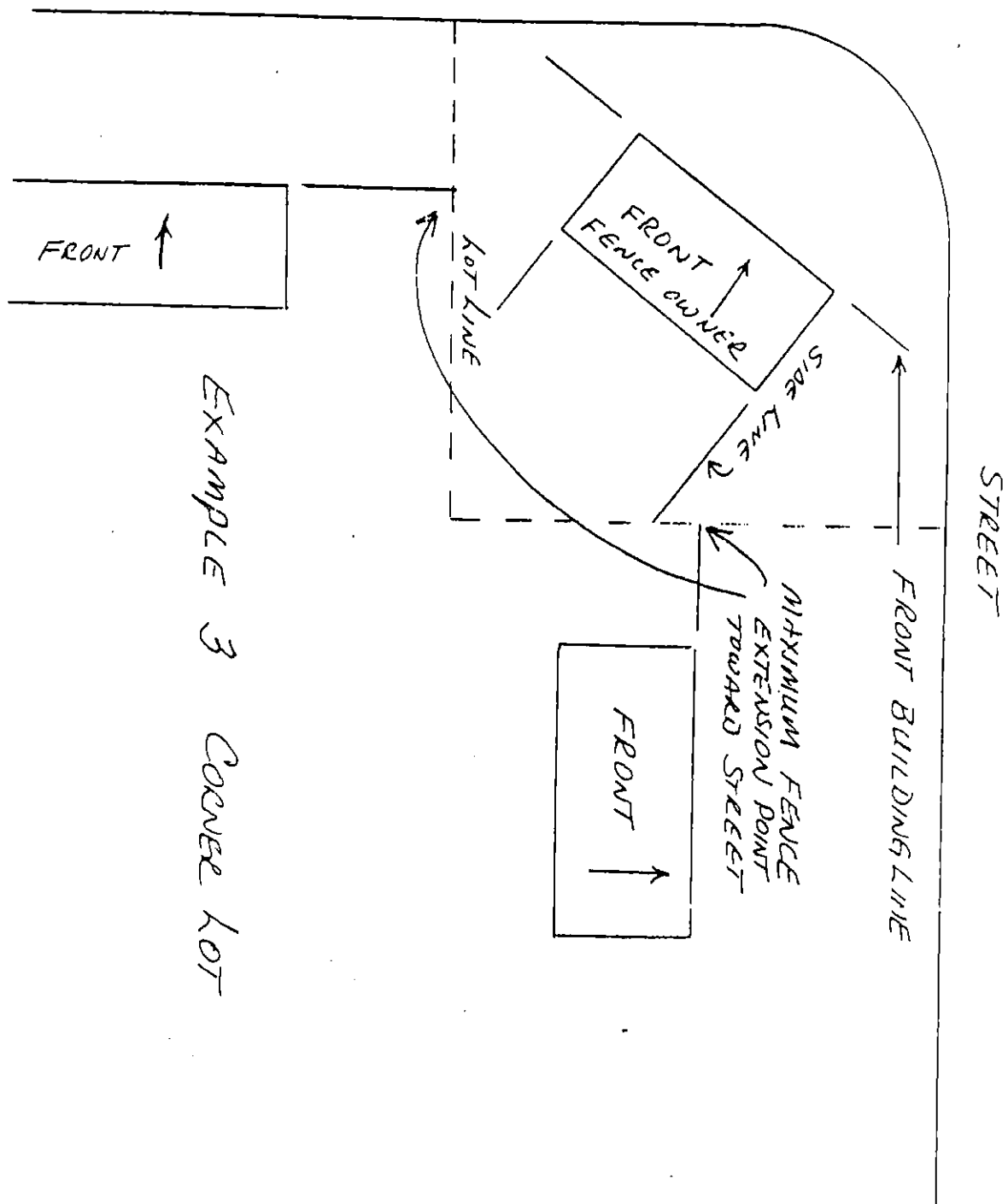
WESTERN SPLIT RAIL / POST AND RAIL PERIMETER FENCE



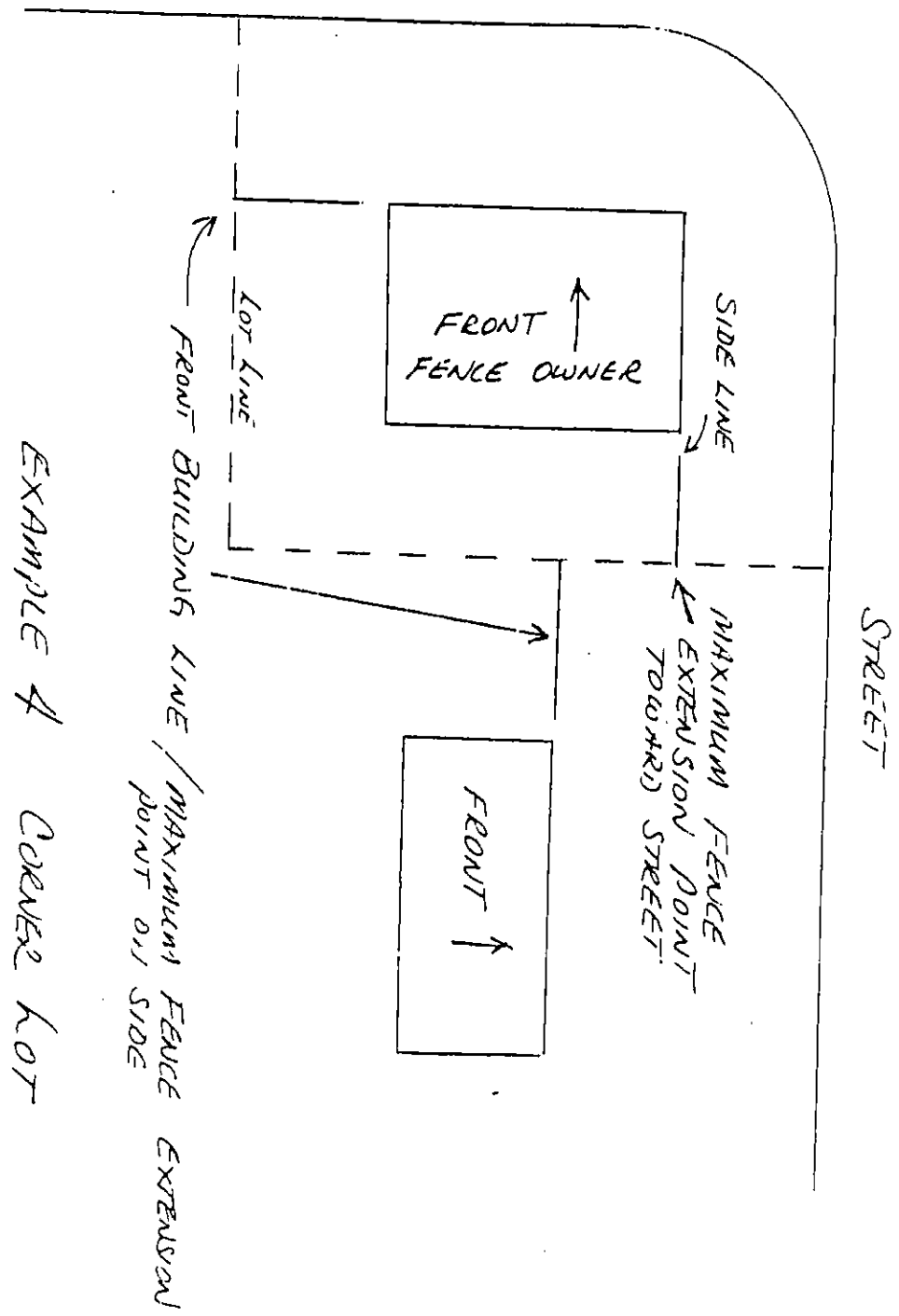
WESTERN BOARD ON BOARD / MODIFIED BOARD ON BOARD
PERIMETER FENCE



EXAMPLE 2 A & B

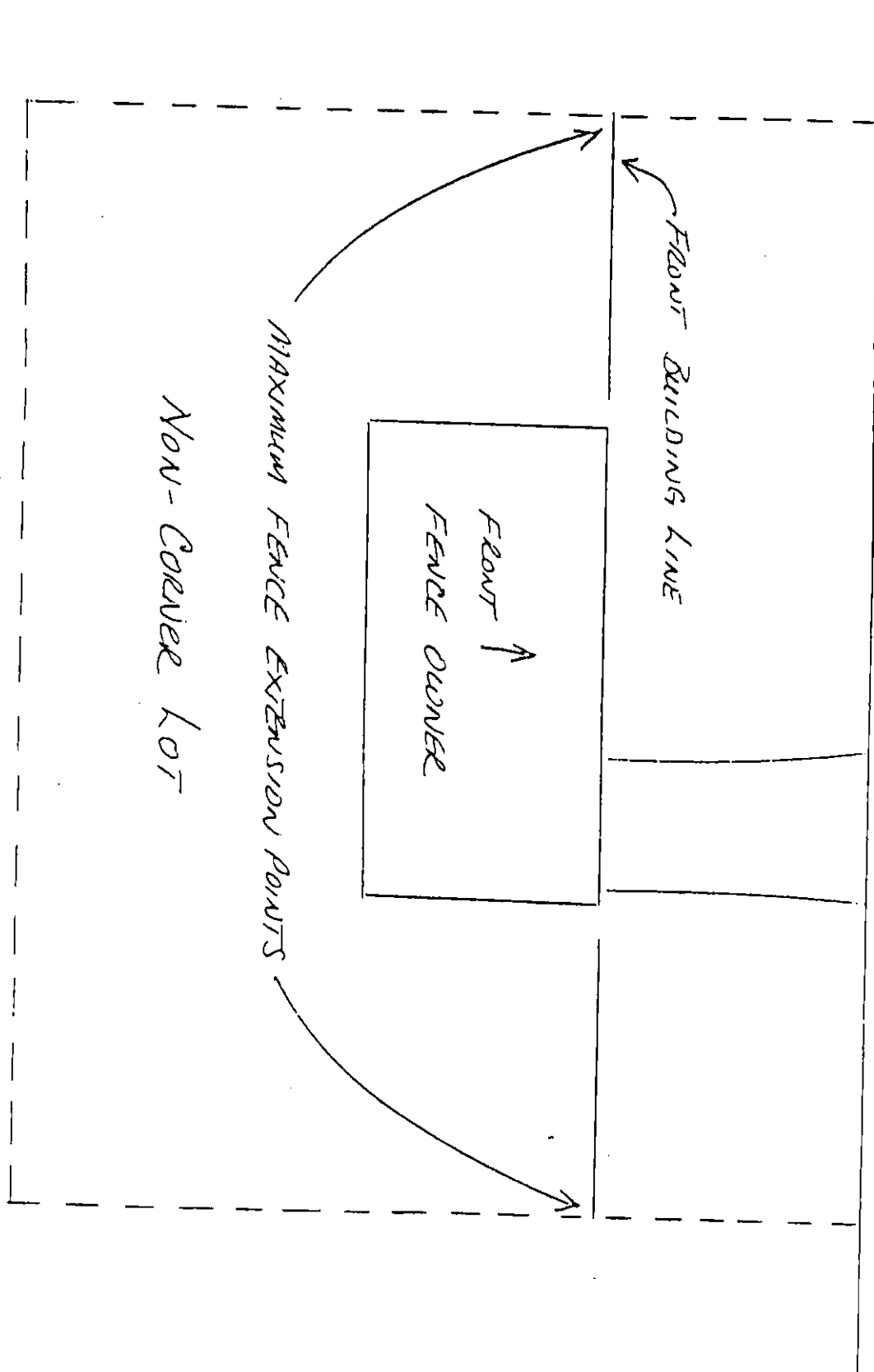


EXAMPLE 3 CORNER LOT



EXAMPLE 4 CORNER LOT

SHEET



Non-Corner Lot

MAXIMUM FENCE EXTENSION POINTS

FRONT BUILDING LINE

FRONT FENCE OWNER

EXAMPLE 5