

WOODLYN CROSSING

INDENTURE OF TRUST AND RESTRICTIONS

THIS INDENTURE, made this 30th day of October, 1986, by J.R. Green Properties Inc., A Missouri Corporation (hereinafter referred to as "Grantor"); and Christopher P. Cotton, Willaim J. Riley, and James R. Green, all of the County of St. Louis, State of Missouri, (hereinafter collectively called "Trustees");

WITNESSETH, THAT:

WHEREAS, Grantor is the owner of certain real property located in St. Louis County, Missouri, and desires to create thereon a planned community to be known as "WOODLYN CROSSING" with open spaces, streets, roads, walkways and other common facilities for the benefit of said community; and

WHEREAS, WOODLYN CROSSING has been established as a planned environment unit development within St. Louis County, Missouri, and Grantor desires to insure compliance with those requirements and the general purposes and objectives upon which WOODLYN CROSSING has been founded; and

WHEREAS, Grantor desires to develop WOODLYN CROSSING in phases as generally indicated on the Final Development Plan (hereinafter defined) as a coordinated development of both Single Family Dwellings and Mutiple Family Dwellings; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions" are jointly and severally for the benefit of Grantor and all persons who may purchase, hold or own from time to time any of the property covered by this Indenture;

NOW, THEREFORE, the Grantor declares that the property described in Exhibit A and such additions thereto as may hereafter be made pursuant to this Indenture is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth:

STATE OF MISSOURI
COUNTY OF ST. LOUIS
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RECORDED
ST. LOUIS COUNTY, MO.

1. DEFINITIONS: The following words when used in this Indenture (unless the context shall prohibit) shall have the following meanings:

(a) "Association" or "Woodlyn Crossing Association" shall mean and refer to the Woodlyn Crossing Association, and its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Indenture.

(c) "Common Properties" shall mean and refer to those areas of land owned by the Association or in which the Association has easement, license or other occupancy or use rights, as an appurtenance to any of the Properties or otherwise, and which are intended to be devoted to the common use and enjoyment of the owners of the Properties, including, without limitation, parks, open spaces, playgrounds, streets, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, and other trail systems, and other facilities for the benefit in common of such owners.

(d) "Trustees" shall mean the Trustees named herein and their successors.

(e) "Lot" shall mean and refer to any plot of land shown on any final recorded subdivision plat of Properties with the exception of the Common Properties as herein defined, for use as single family or multiple family dwellings or other purposes as described herein.

(f) "Multiple Family Dwelling" shall mean and refer to a condominium unit located in a multiple family building initially constructed to contain two or more such units.

(g) "Single Family Dwelling" shall mean and refer to a building which was initially constructed to contain one dwelling unit.

(h) "Living Unit" shall mean and refer to both a Multiple Family Dwelling and a Single Family Dwelling.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(j) "Member" shall mean and refer to all those Owners who are members of the Woodlyn Crossing Association.

(k) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(l) "Final Development Plan" shall mean and refer to that final development plan for the Properties (Woodlyn Crossing) which has been approved by the Director of Planning of St. Louis County and recorded in the St. Louis County Recorder's Office, as such final development plan may be amended from time to time.

(m) "Multiple Family Area" shall mean and refer to those portions of the Properties which are actually developed with Multiple Family Dwellings.

(n) "Single Family Area" shall mean and refer to those portions of the Properties which are actually developed with Single Family Dwellings.

2. PROPERTY SUBJECT TO THIS INDENTURE:

(a) The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Indenture is located in St. Louis County and is more particularly described in the legal description contained in Exhibit A attached hereto and made a part hereof by reference.

(b) The Grantor, at its sole discretion, may from time to time add to the land subject to these covenants and restrictions such land as is now owned or hereafter owned or approved for

addition by the Grantor. The additions authorized under this section shall be made by executing and filing of record in St. Louis County an instrument executed by Grantor which shall extend this Indenture to such additional properties. Said instrument may contain such complementary additions and modifications of the covenants and restrictions contained in this Indenture as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Indenture, and may limit the availability of the Common Properties, or portions thereof, including the prohibition of use thereof, to such added properties.

3. CREATION OF ASSOCIATION:

All of the present and future Owners of any Lot or Living Unit as is now or shall later become subject to this Indenture shall automatically be a member of the group of property owners hereby established and known as "Woodlyn Crossing Association", ("Association") and, as such, shall have all of the rights, privileges, duties and liabilities as are prescribed under the terms and provisions of this Indenture.

4. DURATION:

The covenants and restrictions of this Indenture shall run with and bind the land in perpetuity until the subdivision is vacated or unless terminated as provided herein. This Indenture may be terminated by an instrument agreeing to terminate this Indenture signed by the then Owners of two-thirds (2/3) of the Lots and Living Units subject hereto and by the Director of Planning of St. Louis County. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken. In the event the subdivision is vacated, this Indenture shall terminate and thereafter fee simple title shall vest in the then Lot or Living Unit Owners as Joint

Tenants. The rights of the Joint Tenants shall be exercisable appurtenant to and in conjunction with their Lot or Living Unit ownership. Any conveyance or change in ownership of any Lot or Living Unit shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by a Lot or Living Unit Owner except in conjunction with the sale of a Lot or Living Unit. The sale of any Lot or Living Unit shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the Deed; provided, however, that no right or power conferred upon the Trustees shall be abrogated.

5. SELECTION OF TRUSTEES; MEETINGS OF OWNERS:

(a) There shall be three (3) Trustees. The original Trustees are the persons named herein. During the period of service of said Trustees, one or more of the same shall be subject to removal by Grantor with or without cause, and Grantor shall have the exclusive right to designate the successor to such removed Trustee for his or her unexpired period of service as provided for hereunder. Should any of the named Trustees, or their appointed successors, die, resign, or cease to hold office as set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Trustees under this Indenture, then and thereupon, Grantor shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder. In the event that the provisions of this Indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, a Lot Owner or Living Unit Owner may petition the St. Louis County Council and said Council shall appoint a trustee to fill the vacancy during said interim (hereinafter referred to as "Interim Trustee"). Any Interim Trustee who is not a Lot Owner or Living Unit Owner shall receive a reasonable fee for services rendered and said fee shall be determined by the Trustees who are not Interim Trustees. Said fee

shall be levied as a special assessment against the Lot Owners and Living Unit Owners which assessment shall not be subject to any limitations on special assessments, if any, contained in this Indenture.

(b) Until such time as Grantor has sold and conveyed all of the Lots and Living Units which may be subjected to this Indenture pursuant to the Final Development Plan to persons or entities other than a successor builder or developer the following procedure for designating successor Trustees shall be followed:

(i) After Grantor has sold and conveyed fifty percent (50%) of the Lots and Living Units (in the aggregate) which may be subjected to this Indenture pursuant to the Final Development Plan) to persons other than for development, Christopher P. Cotton, or his or her appointed successor shall resign and his or her successor shall be elected by the Members of the Association at large for a term of one (1) year at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast.

(ii) After Grantor has sold and conveyed ninety-five percent (95%) of the Lots and Living Units (in the aggregate) which may be subjected to this Indenture pursuant to the Final Development Plan to persons other than for development, James R. Green, or his or her appointed successor shall resign and his or her successor shall be elected by the Members of the Association at large for a term of one (1) year at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast.

(c) After Grantor has sold and conveyed all of the Lots and Living Units (in the aggregate) which may be subjected to this Indenture pursuant to the Final Development Plan other than to a successor builder or developer, or at such earlier date as Grantor may designate, the following procedure shall be followed:

(i) All of the then Acting Trustees shall resign.

(ii) At a special meeting of the Members of the Association, the Members of the Single Family Area shall elect one (1) Trustee, the Members of the Multiple Family Area shall elect one (1) Trustee, and the Members of the Association as a whole shall elect one (1) Trustee, so that there shall be a total of three (3) Trustees, one from the Single Family Area, one from the Multiple Family Area and one elected at large. Such Trustees shall be elected for an initial term expiring as of the annual meeting next succeeding the following period:

	<u>Period</u>
Multiple Family Area	1 Year
Single Family Area	2 Years
Association Trustee at Large	3 Years

(iii) After the expiration of the term of office of the Trustees elected as provided in Section 5(c) (ii), each successor Trustee shall be elected by Members of such area, or at large (as the case may be) as was the Trustee who is being succeeded, and each such successive Trustee shall serve for a term of three (3) years so that the terms shall be staggered to the end that thereafter one (1) Trustee shall be elected at each annual meeting of the Members of the Association.

(d) Following each annual meeting of the Association as provided for herein, the Trustees shall designate one (1) of its members to serve as Chairman, one (1) member to serve as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

(e) There shall be an annual meeting of the Association (subject to the provisions of Section 5(j) hereof) to be held on the first Saturday of March of each year during the term of this Indenture, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of the Association as may be called by any one of the Trustees, also to be

held at a convenient place in the County of St. Louis. Not less than ten (10) days' notice in writing to each Member of the Association of the time and place of any annual or special meeting shall be given by the Trustees or by the Trustee calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Lot or Living Unit Owner and with postage prepaid. The successor to an elected Trustee whose term has expired shall be elected at the special meeting called for that purpose. Each Lot or Living Unit shall be entitled to one (1) vote. In computing the number of votes required when a vote requires a percentage calculation, e.g., a simple majority, the percentage shall be determined by a fraction with the number of votes cast in the affirmative as the numerator, and the number of Lots and Living Units subjected to the covenants and restrictions of this Indenture at the time of the vote as the denominator. By way of example, if 90 Lot and Living Unit Owners owning one Lot or Living Unit each vote in favor of a proposal, and at the time of the vote there are 132 Lot and/or Living Units subjected to this Indenture, the vote in favor represents a majority of 68%. Any vote may be cast in person or by proxy. Any designation of a proxy will vote. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Trustees, all of the estate, rights, interests, privileges and powers by this Indenture granted to the Trustees. In the event that any Trustee elected hereunder shall die or become unable for any

reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Trustees under this Indenture, then and thereupon, it shall be the duty of the remaining Trustees to select a successor to fill the unexpired term. Until the remaining Trustees select a successor, a Lot or Living Unit Owner may petition the St. Louis County Council and said Council shall appoint an Interim Trustee.

(f) If a Lot or Living Unit is jointly owned, only one person shall be entitled to vote for the owners of that Lot or Living Unit and such person shall be known as the "Voting Member". If a Lot or Living Unit is jointly owned and if one of the multiple Owners of that portion is present at a meeting of the Association, he shall be entitled to cast the vote allocated to that Lot or Living Unit. If more than one of the multiple Owners are present, the vote allocated to that Lot or Living Unit may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot or Living Unit without protest being made to the person presiding over the meeting by any of the other Owners of the Lot or Living Unit. A corporation, if an Owner, shall act through its president or through other officer or director as the board of directors designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the trustees shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Trustee.

(g) All Trustees, except Interim Trustees and the Trustees herein named and their appointed successors, shall be Lot or Living Unit Owners. If any Owner is a corporation, partnership or trust,

then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Trustee.

(h) Any business relevant or pertinent to the affairs of the Association may and shall be transacted at any annual or special meeting described above. Any action may be taken at any meeting at which a quorum is present. A quorum is present at a meeting of the Association if the Members in attendance jointly represent a majority of the votes as determined under Section 5 (e) hereof. A quorum is present at a meeting of the Trustees if a majority of the Trustees are in attendance. Any actions of the Lot or Living Unit Owners at any annual or special meeting shall be by a majority of votes cast at such meeting. All actions of the Trustees shall be by majority vote.

(i) For purposes of determining the votes allowed under this Indenture, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

(j) For the period from the date of execution hereof until such time as there is less than two (2) Grantor appointed Trustees (which shall include the original Trustees named herein and their appointed successors), no annual meeting of the Association shall be held. During such period, the Trustees may appoint an advisory board consisting of Lot and/or Living Unit Owners. The number of members of such advisory board shall be the number deemed appropriate by the Trustees from time to time. The members of such advisory board shall serve at the will of the Trustees. The advisory board shall be formed for the purpose of reporting to and/or advising the Trustees concerning the status and operation of the Properties. Such advisory board may hold informal meetings of Members of the Association if so desired by the advisory board, but such meetings are not required.

6. RESERVATION OF EXPENDITURES:

The Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or

subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Grantor further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Property within the Properties.

7. EASEMENTS AND PROPERTY RIGHTS:

(a) Subject to the right reserved herein to limit or prohibit the use of Common Properties in the case of added properties, and subject to the provisions of Section 7 (b) hereof, every Member of the Association and every resident of the Properties subject to this Indenture shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit.

(b) The rights and easements of enjoyment created hereby shall be subject to the following:

(i) The right of the Grantor and of the Trustees to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage or otherwise burden or encumber said Properties. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have a right, after taking possession of such Properties (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment by the Members and residents and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage or other debt is satisfied, whereupon the possession of such Properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(ii) The right of the Trustees to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure; and

(iii) The right of the Trustees to promulgate rules and regulations governing the use of Common Properties; and

(iv) The right of the Trustees to suspend the enjoyment rights of any Members or resident for any period during which any assessment remains unpaid, and for such period as they consider appropriate for any infraction of the published rules and regulations; and

(v) The right of the Trustees to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Trustees; and

(vi) The right of the Trustees to dedicate or transfer all or part of the Common Properties to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Trustees and public agency or authority; and

(vii) The right of the Grantor or other builder-developers authorized in writing by the Grantor to utilize Common Properties for promotional purposes during periods of development; and

(viii) The right of the Trustees to grant such easements and rights of way to such utility companies or public agencies or authorities or other entities as it shall deem necessary or appropriate; and

(ix) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang said Common Properties, and for pedestrian and vehicular ingress and egress to and from any dwelling over said Common Properties; and

(x) The right of the Trustees to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of owners and residents of the Properties.

(c) No resident of the Properties shall be denied the use of the Common Properties including, without limitation, open spaces, recreational facilities and other common grounds, for any reason related to the extension of such privilege to residents outside the Properties. All rules and regulations promulgated pursuant to this Indenture with respect to residents of the Properties shall be applied equally to all such residents; and rules and regulations promulgated pursuant to this Indenture with respect to residents outside the Properties shall be applied equally to all such non-residents. At any time after the recording of this Indenture, a majority of the Owners, by election duly called, may elect to allow or disallow usage of the Common Properties, including without limitation, open spaces, recreational facilities or other common grounds by residents outside the Properties.

(d) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or Common Property.

(e) In the event that any utilities and connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of a Lot being served, and the contractors and employees of such company or owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(f) There shall be and is hereby impressed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(g) Should any portion of any dwelling or other improvement as originally constructed overhang or encroach on an adjacent Lot, the Owner of any such dwelling or other improvement shall have an easement on such adjacent Lot so that such overhanging

or encroaching portion of such dwelling or improvement shall be permitted, and including the right of such Owner to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such dwelling or other improvement.

(h) There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the Lots on which they are located and the Lots to which they provide access from a street. Said easements are to be held by the respective Owners of each of said Lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the Lot owned by each of said Owners. The Owners of each of said Lots shall be jointly responsible for the maintenance and repair of the driveway improvement located on each such easement and each such Lot Owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon thirty (30) days' written notice by the Trustees to each Owner, the Trustees may cause such maintenance or repair to be provided and the reasonable cost thereof shall be a charge and lien against each Lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such Lot. Said charge shall be enforceable in the same manner as herein provided for annual and special assessments.

8. ASSESSMENTS:

(a) The Grantor, for each Lot and Living Unit within the Properties, hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (except for special provisions hereinafter contained with respect to "Exempt or Partially Exempt Property" as defined in subsection 8 (1) to the Association: (1) annual assessments or charges; and (2) special assessments, such

assessments to be fixed, established and collected from time to time as hereinafter provided.

(b) The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against the title of each Lot and Living Unit and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons owning such property at the time when the assessment fell due.

(c) The assessments levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise.

(d) The maximum annual assessment shall not exceed the sum of One Hundred Fifty Dollars (\$150.00) per Lot or Living Unit (except as hereinafter provided), provided, however, that such assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States Department of Labor Statistics, as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. The Trustees may, after

consideration of current costs and anticipated needs of the Lots and Living Units subject hereto, fix the actual assessment for any year at less than the maximum herein authorized.

(e) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots or Living Units subject hereto, and including the provision of necessary fixtures or personal property related thereto upon the approval of a majority of the Trustees and the assent of a majority of the vote of the Members voting thereon, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The provisions of the Section 8 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any, special assessment levied as hereinabove authorized.

(f) In addition to the annual assessments authorized in this Article 8, the Trustees shall make an annual assessment in accordance with the procedures set forth in this Article 8 for the repair, operation and maintenance of storm water control easements, including all underground and above ground facilities and pipes used in connection therewith and access easements to such storm water control easements. The maximum amount of such assessment shall be an amount equal to 5% of annual assessment for each lot. This assessment shall be made until such easements shall be accepted for maintenance by the Metropolitan St. Louis Sewer District (MSD) and it is determined by the MSD that such maintenance fees are no longer required.

(g) The Trustees may change the basis and maximum of assessments provided for above upon the approval of a majority of the Trustees and the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall

set forth the purpose of the meeting; provided that the limitations of Section 5 hereof shall not apply to any change in the maximum and basis of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate.

(h) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual assessments, the Trustees shall levy each such assessment at least thirty (30) days in advance of each assessment year, as established by the Trustees, provided, however, that the first annual assessment may be adjusted according to the number of months remaining in the assessment year, as fixed by the Trustees. All subsequent assessments shall thereafter be on a full assessment year basis. The due date for each assessment shall be established by the Trustees. If authorized by the Trustees, assessments may be payable in monthly or other periodic installments, with the entire balance of the entire assessment to become payable upon nonpayment of a periodic installment.

(ii) Special assessments shall be made by the Trustees upon thirty (30) days notice, and, at the discretion of the Trustees, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(iii) Any assessment, with the exception of an assessment under Section 8 (f) hereof, shall be divided among Lot or Living Unit Owners based upon the same ratio as attributable to each Lot or Living Unit Owner as determined in Section 5 (e) hereof.

(iv) Notice of any assessment shall be given by the Trustees, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Louis County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the property itself.

(v) The failure or delay of the Trustees to prepare or serve any annual or special assessment shall not constitute a waiver or release in any manner of any Lot or Living Unit Owner's

obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Lot or Living Unit Owner shall continue to pay at the then existing rate established for the previous payment.

(i) If any assessment is not paid on the due date, as established by the Trustees, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot or Living Unit involved, which shall bind such Lot or Living Unit in the hands of the then owner, his or her heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the personal obligation of the then Lot or Living Unit Owner to pay such assessment shall remain his personal obligation and shall also pass to his successors in title, whether or not expressly assumed by them.

(j) If any assessment is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at an annual rate equal to two (2%) percent over the prime rate established by Mercantile Trust Company, N.A., St. Louis, Missouri, on the first business day of each calendar quarter, but not less than fifteen (15%) percent per annum and not more than the highest rate allowed by law, and the Trustees may bring legal action against the Lot or Living Unit Owner personally obligated to pay same, and, in addition, may execute and acknowledge as instrument reciting the levy of the assessment with respect to such Lot or Living Unit and cause same to be recorded in the Office of the Recorder of Deeds of St. Louis County and thereafter institute any appropriate legal action to enforce such lien. Upon payment, the Trustees shall execute and record (at the expense of the Owner of the affected Lot or Living Unit), a release of such lien. All costs, including reasonable attorneys' fees, incurred by the Trustees in enforcing the payment of any assessment shall be

paid by the Lot or Living Unit Owner in default and the amount of such costs, including reasonable attorneys' fees, shall be a lien against the Lot or Living Unit involved until paid.

(k) 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 hereto after foreclosure of any deed of trust or mortgage and any and all Lot or Living Unit 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.

(l) The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

(i) All Common Properties.

(ii) All properties exempted from taxation under the laws of the State of Missouri.

(iii) All Lots or Living Units owned by the Grantor or other builder-developers before title to the Lot or Living Unit has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease or tenancy affecting the Lot or Living Unit. Any Lot or Living Unit located within lands added hereto, the owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.

assessments for each Lot or Living Unit. The maximum amount of annual assessments specified in Subsection (d) hereof is applicable to annual assessments exclusive of the assessment provided for by this Subsection (m). The assessment provided for by this Subsection (m) shall be applicable until the operation and maintenance of such storm water control easements and facilities has been accepted for maintenance by an appropriate public body, agency or utility company.

9. ARCHITECTURAL CONTROL:

From and after such time as a Lot or Living Unit becomes subject to assessment as provided herein, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot or Living Unit, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved by the Trustees. It is the intent of this Indenture that the restrictions of this Section shall not apply for Grantor or any subsequent builder-developer until such time as the Lot or Living Unit is subject to assessment as provided herein.

10. TRUSTEES' DUTIES AND POWERS:

The Trustees shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties, to exercise control over the Common Properties, maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Properties, to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate, to make rules and regulations, not

inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of said Common Properties.

(b) To maintain, repair and replace any improvements which have been neglected (including common walls of Multiple Family Dwellings, to the extent such common walls are not maintained by the Board of a Condominium Association pursuant to any condominium declaration or by-laws), and to charge the Lot or Living Unit Owner or Owners thereof with the reasonable expense incurred, which shall be a lien against the Lot or Living Unit owned by such Lot or Living Unit Owner and improvements thereon.

(c) To exercise such control over the easements, streets, drives, trail systems, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way 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, streets, drives, trail systems, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereto, provided that 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 the written approval of the St. Louis County Department of Highways and Traffic; and to establish traffic regulations for the use of such streets, drives and walkways to operate and maintain a system of street lights and pay electric utility payments on same at such time as said system is completed and delivered to the Trustees, and to operate and maintain any storm water control easement and facilities, including lakes and other retention areas, serving any portion of the Properties, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

(d) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any right-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Trustees shall deem appropriate.

(e) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

(f) At the discretion of the Trustees, to designate certain parking areas for the sole and exclusive use of Lot and Living Unit Owners, their occupants, guests or invitees.

(g) To clear rubbish and debris and remove grass and weeds from and trim, cut back remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Trustees, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(h) At the discretion of the Trustees, to provide security service and facilities and to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the property owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.

(i) 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 and other employees as they deem necessary or advisable, employ counsel to advise the Trustees or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

(j) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

(k) With regard to all property, real, personal or mixed, owned or held by them as Trustees, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Trustees' powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money, including making a permanent, temporary or construction loan, encumber and hypothecate same, make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same.

(iv) Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this Indenture or by law.

(l) In the event it shall become necessary for any public agency to acquire all or any part of any Common Properties for any public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and subject to the reservation by Grantor, as provided in Section 6 hereof, any monies, damage payments or condemnation award shall be held by the Trustees for the benefit of the Owners of the Lots or Living Units subject hereto.

(m) 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, or in a state or federal savings and loan association protected by the Federal Savings and Loan Insurance Corporation. The treasurer shall be bonded for the proper performance of the treasurer's duties in an amount to be fixed by the Trustees.

(n) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Trustees by the terms of this Indenture may be executed and exercised by a majority of the Trustees, unless otherwise provided herein. The Trustees shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature.

(o) 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 Properties 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, roadways and easements not otherwise accepted by a public agency or utility.

(p) At the discretion of the Trustees, to enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the Owners and residents of the Properties,

11. USE RESTRICTIONS:

(a) The following restrictions shall apply to all land subject hereto and Grantor, for and on its behalf and on behalf of each and every subsequent Owner of any Lot or Living Unit therein, their grantees, lessees, successors and assigns, covenants that:

(i) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Trustees.

(ii) No commercial activity of any kind shall be conducted on any Lot or Living Unit, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Grantor, or any other builder developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(iii) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

(iv) Each Owner shall maintain and keep his Lot and Living Unit in good order and repair.

(v) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot or Living Unit. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

(vi) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot or Living Unit, provided, however, that nothing herein shall prohibit signs erected or displaced by Grantor or by builder-developers in connection with the development of the Properties and the sale or rental of homes.

(vii) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, barns, shacks or structures whether of temporary character or not other than the Living Units constructed on Lots shall be constructed or maintained on any Lot or in any portion of the Properties.

(viii) No fencing of any type shall be erected or maintained on any portion of the Properties without the prior approval of the Trustees, which Trustee approval shall only be given as follows. The Trustees shall only approve such fencing for such Lots, or portions thereof, as may be required by appropriate governmental authorities, or as may be required in the opinion of the Trustees because of particular physical characteristics of the

subject Lot or its surrounding property which tend to make such proposed fencing necessary or desirable, and/or safety or health reasons.

(ix) No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plats for that subdivision. For purposes of this Indenture, lanes, and steps shall not be considered part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another Lot.

(x) Nothing contained in this Indenture shall restrict, limit, inhibit or prevent the Grantor, its successors or assigns or any builder-developer from developing the Properties and building Single Family Dwellings and Multiple Family Dwellings and selling the same.

(xi) No Lot or Living Unit shall have an exterior solar collector system, wind generator system, or any similar type system or appliance.

(xii) No Lot or Living Unit shall have an exterior free-standing signal receiving dish, antenna, mast, or similar appliance.

(b) In addition to the restrictions mentioned in (a) above, the following restrictions shall apply to all land within any Single Family Area and Grantor, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(i) No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees. This provision shall not, however, require the consent of the Trustees for the sale of an entire Lot as shown on a final recorded subdivision plat.

(ii) Personal property, including, without limitation, boats, trailers, trucks, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in the unenclosed carport on any Lot, nor shall they

or any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot or on any street overnight.

(iii) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sunrise on any day designated for trash pick-up, said trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that said trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

12. GENERAL PROVISIONS:

(a) The Grantor (or Grantor's successors or assigns who acquire the Properties or any portions thereof for purposes of development of same) shall be responsible for construction of major improvements, establishment and conveyance of Common Properties and construction of recreational facilities as required by ordinances and as designated on the Final Development Plan filed with the Department of Planning of St. Louis County as such ordinances and plan may be modified from time-to-time; provided that nothing herein shall limit or restrict the Grantor or any other builder-developer from developing the Properties in phases.

(b) Any subsequent builder or developer shall be responsible in the same manner as Grantor with respect to that portion of the Properties developed by said builder-developer for construction of all major improvements, establishment and conveyance of Common Properties and construction of recreational facilities.

(c) The Trustees, or the Owner of any Lot or Living Unit subject to this Indenture, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Trustees or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of

the right to do so thereafter. In any legal action filed by the Trustees against a Lot or Living Unit Owner or if the Trustees retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Trustee rules or regulations or any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner of said Lot or Living Unit shall be personally liable for and pay the Trustees' reasonable attorneys' fees and costs incurred with or without legal action. If said attorneys' fees and costs are not paid by the owner of said Lot or Living Unit within thirty (30) days after the Trustees have given written notice thereof to the Owner of said Lot or Living Unit by certified mail, return receipt requested, then said fees and costs shall thereafter bear interest at the rate provided in Section 8 (i) hereof and the Trustees may execute and acknowledge an instrument reciting said debt and causing same to be recorded in Office of the Recorder of Deeds of St. Louis County, Missouri; thereupon said debt shall become a continuing lien on the property of the Owner of said Lot or Living Unit which shall bind the Owner of said Lot or Living Unit, his heirs, successors and assigns. Said lien shall be enforceable and governed by Section 8 of this Indenture.

(e) Provisions herein may be amended, modified or changed from time to time by the Grantor and the Trustees so long as the Grantor owns a Lot or Living Unit by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided such amendment, modification, or changes are approved by the St. Louis County Director of Planning. Thereafter, this Indenture may be amended, modified or changed by the written consent of two thirds (2/3) of the votes of all of the Lot and Living Unit Owners with any such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of the Common Properties and the power to levy assessments thereof, or to eliminate the

requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the St. Louis County Director of Planning.

(f) In connection with the sale of all or part of the Properties subject to this Indenture, Grantor shall have the right to assign to such Purchaser the rights herein reserved or granted to Grantor.

(g) Any notice required to be sent to any Member or Owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Louis County or any appropriate municipality for each Lot or Living Unit Owner.

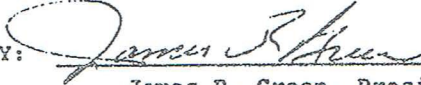
(h) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Indenture the day and year first above written.


GRANTOR:


J.R. GREEN PROPERTIES, INC.

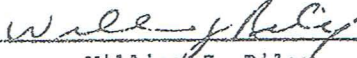
BY:


James R. Green, President

TRUSTEES:


Christopher P. Cotton


James R. Green

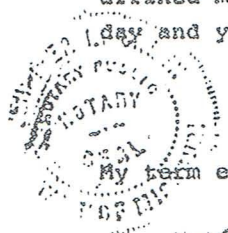

William J. Riley

-29-

State of Missouri)
)SS. On this 30 day of October, 1986,
County of St. Louis)

before me personally appeared Christopher P. Cotton,
William J. Riley and James R. Green
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.

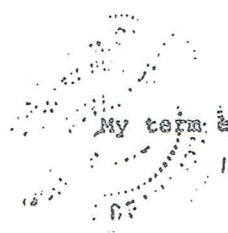


Jennifer L. Green
Notary Public
JENNIFER L. GREEN

State of Missouri)
)SS. On this 30th day of October, 1986,
County of St. Louis)

before me appeared James R. Green to me personally known, who,
being by me duly sworn, did say that he is the President of
J.R. Green Properties, Inc., a corporation of the State of
Missouri, and that the seal affixed to the foregoing instrument
was signed and sealed in behalf of said corporation, by authority
of its Board of Directors; and said James R. Green
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.



Jennifer L. Green
Notary Public
JENNIFER L. GREEN