

INDENTURE OF RESTRICTIONS OF
COUNTRYLANE WOODS II

This Indenture, made and entered into this ___ day of March, 2005, by and between the Trustees of COUNTRYLANE WOODS II, Inc. on behalf of lot owners of record, having heretofore agreed that:

Whereas, the development, COUNTRYLANE WOODS II, is comprised of certain "specific" property now owned by the homeowners of COUNTRYLANE WOODS II as well as "additional", adjacent, contiguous or nearby properties that might be hereinafter acquired.

Whereas, it is the intent of the trustees of record of the aforementioned "specific" tracts and the "additional" tracts shall be subject to and governed by the terms and conditions of this indenture of restrictions so that the residents might share the common ground, improvements and natural amenities thereon, thereby permitting a broader community type land plan and to consolidate the Trustees' responsibility of administration, bookkeeping, maintenance and collection into one entity, and

Whereas, COUNTRYLANE WOODS II which constitutes the "specific" property referred to above, being more particularly described as follows, to-wit:

A tract of land in Section 8 and U.S. Survey 1970, T.44N., R. 5E, in St. Louis County, Missouri and being more particularly described as follows, to-wit:

Beginning at the common section corner of Sections 5, 6, 7 and 8, T.44N., R.5E.; thence along the North line of Section 8, S.89° -32E., 2,689.50 feet to a point; thence continuing along said North line, S. 89°-24'E., 996.93 feet to a point; thence S. 33°-17'E., 632.94 feet to a point; thence S. 0° -45'W., 842.82 feet to a point, then N. 18° -W., 865.00 feet to a point; thence N. 89° - 30' W., 520 feet to a point; thence S. 55° -W., 660.00 feet to a point; thence S. 26° -58'-21"E., 232.80 feet to a point; thence S. 63° -01'-39"W., 290.00 feet to a point; thence S. 24° -16'-20"W., 951.07 feet to a point on the North line of Big Bend Road, 60.00 feet wide; thence along said north line, westwardly along an arc of a curve to the left, having a radius of 1,939.87 feet, a distance of 743.16 feet to a point of tangent; thence S. 70° - 56'W., 1,020.09 feet to a point of curve; thence westwardly along an arc of a curve to the right, having a radius of 1,879.83 feet, a distance of 532.05 feet to a point on the west line of U.S. Survey 1970; thence along said west line of its direct prolongation northwardly, N.1° -23'E., 2,700.33 feet to the point of beginning and containing 126.71 acres, more or less.

Whereas, "Common Land" for park area has been reserved in said above described tracts to be submitted to and approved by the St. Louis County Council, which Plats setting aside various improvement, including the said "Common Land" of said Subdivision, shall be recorded in the Office of the Recorder of deeds for St. Louis County, at such times as then are approved under the law by the St. Louis County Council or proper officials of the St. Louis County: and,

Whereas, there have been and will be designated, established and recited on the recorded Plats of COUNTRYLANE WOODS II SUBDIVISIONS certain public streets, common land and certain easements which are for the exclusive use and benefit of the lot owners of record whom and to be shown on said Subdivision Plats and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the exclusive use and benefit of the lot owners of record; and

Whereas, it is the purpose and intention of this Indenture to preserve said tract of land as restricted neighborhood and to protect the same against certain users by the adoption of a common neighborhood plan and scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel, and all "Common Land" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of 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 area; and,

Whereas, all reservations, limitation, conditions, assessments, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who are lot owners of record are covered by this instrument; and, Whereas, the lot owners of record of the property known as COUNTRYLANE WOODS II SUBDIVISION, as tenants in common, but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of lots in said COUNTRYLANE WOODS H SUBDIVISION, and any conveyance or change of ownership of any lot or lots in COUNTRYLANE WOODS E SUBDIVISION and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot, and any sale of any lot in COUNTRYLANE WOODS n SUBDIVISIONS, shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided, however, that all of the rights, powers and authority conferred upon the trustees of COUNTRYLANE WOODS II SUBDIVISION shall continue to be processed by the said Trustees.

I

DESIGNATION AND SELECTION OF THE TRUSTEES

-MEETINGS OF LOT OWNERS—

The Homeowners' Association Board shall consist of five (5) Trustees who are resident lot owners.

The tenure will be for a period of three years each. In the event of a vacancy in the Board of Trustees or upon the expiration of a Trustee's term of office, the remaining Trustees shall call a meeting of the lot owners of record. The notice of said meeting shall be in writing, sent by mail to or personally served upon, all of such lot owners of record, at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The said notice shall specify the time and place of meeting and the place of meeting shall be in St. Louis County. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall there upon serve until their successors have been elected and qualified. At such meeting, each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned. The result of such election shall be certified by the persons elected as chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. A majority of the lot owners shall constitute a quorum at the respective meeting of each.

II

TRUSTEES' DUTIES AND POWERS

The Trustees have the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities.

- 1) Trustees shall acquire and hold the "Common Land" as shown on Record Plat set forth and shown on COUNTRYLANE WOODS H SUBDIVISION, trustees shall further have the right to acquire and hold additional "Common Land".
- 2) To exercise such control over the easements, streets and roads, entrances, lights, gates, common land, park areas, shrubbery, storm water sewers, sanitary sewer trunks and pipes as may be shown on the Plat Record, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc. by the necessary public utilities and other, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.
- 3) To exercise control over the Common Land as shown on said Plat and on Plats hereafter to be approved and recorded; to maintain and improve same with shrubbery, vegetation, decoration, buildings, recreational facilities of any kind or description, other structures and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in the Subdivision, all in conformity with all applicable law; to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land, all for the benefit and use of the owners of the lots in this Subdivision and according to the discretion of the said Board of Trustees.
- 4) To prevent as Trustees of any 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 covering the use of said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.
- 5) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots of property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.
- 6) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots. Proposed additions to such

building or alterations in the external appearance of buildings already constructed, it being provided that no building or structure, fence, detached building, outbuilding, accessory building, swimming pool, tennis court or other structure may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications.

- 7) 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 of any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision property shall be repaired.
- 8) In the event it becomes 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 the trust as well as at all times fixed for the appointment or election of successor 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 entitled to the use of the common property, roads, or easements.

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

III

ASSESSMENTS

The Trustees are hereby authorized, empowered, and granted the right to make assessments upon and against lot owners of record for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

1.

a) The trustees are authorized to make uniform assessments of \$250.00 per lot owner of record each year for the purpose of carrying out any and all of the general duties and power of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately, to maintain streets, if required, "common land", utilities, lighting expenses, mowing, maintenance and operation expenses of recreational facilities, insurance, parking spaces, 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 property owners.

b) The assessment may be increased up to \$25.00 per year based upon the approval of a budget. The maximum yearly assessment may not exceed the following schedule:

<u>Year</u>	<u>Maximum Amount</u>
2005	\$250.00
2006	\$275.00
2007	\$300.00
2008	\$325.00
2009	\$350.00
2010	\$375.00
2011	\$400.00
2012	\$425.00
2013	\$450.00
2014	\$475.00
2015	\$500.00

The maximum yearly assessment shall not exceed \$500.00. If an increase is deemed necessary, notice of a meeting must be sent to lot owners of record via newsletter or special mailing. The increase must be approved by a simple majority of lot owners of record in attendance at the meeting.

c) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the lot owners of record for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated is approved either at a meeting of the lot owners of record duly called and held in the manner provided on reference to the election of Trustees by 2/3 of those present in person, or 1/2 on a written election or ballot. The Trustees shall notify all lot owners of record of the additional assessments. The annual

uniform assessment per lot owner of record per year for general purposes shall not apply to any assessment made under the provisions of this paragraph, but no special assessment shall exceed \$200.00 for any one year period.

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

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

b) Notwithstanding any other condition herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis Country or any other municipality of which the subdivision may become a part of and for such purposes shall not be limited to the maximum assessment provided for herein.

c) Every such assessment shall become due and payable within thirty (30) days after notice is given as provided. From and after the date when said payment is due, it shall bear interest at the rate of 8% per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and causes same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

3) The Trustees shall deposit the funds as Trustees in a Bank, protected by the Federal Deposit Insurance Corporation, at interest, when feasible. The Trustees shall designate one of their number as "Treasurer" of the association funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees. The Treasurer will be responsible for developing the budget, writing checks, but will have no signature privileges for association bank accounts.

4) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

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

6) Trustees shall also have the power by way of example and not by way of limitation, to

construct, reconstruct, maintain, repair and operate swimming pools, recreation buildings and facilities, barns, stables, horse trails, lake or ponds, fences, bridges, landscaping improvements, of any type, character or description or other recreation facilities on the common ground areas, and it shall be the duty of the Trustees to levy assessment for, contract for and make any or all of the improvements herein authorized.

7) To grant to such person or persons, corporation or corporations and for such time as they, the Trustees, may deem best, the right to enter upon said recreational facilities.

8) Trustees shall also have the power by way of example and not by way of limitations to construct, reconstruct, maintain, repair and operate entrance easements and gates or walls of any type, character or descriptions, at such locations which the Trustees may deem necessary, which said easements are in, over, upon and across such portion of plat as may be used for residential purposes.

IV

RESTRICTIONS

Parties of the First Part, Tenants in Common, being the owners of the following described Real Estate lying and situated in the County of St. Louis, State of Missouri, and being more particularly described:

Common Ground as shown on recorded plat.

By this Indenture Parties of the First Part do impose upon all the lots and common land in the R-2, R-3 areas of COUNTRYLANE WOODS II SUBDIVISIONS, and such other plats of "additional property" as described above as will be prepared and recorded which by reference thereon specifically make said plats and all improvements and common land contained therein subject to the restrictions, conditions, terms, easements, assessments and benefits herein set forth in this Indenture of Trust and Restrictions, the following restrictions and conditions, to wit:

- 1) These covenants shall be filed in the Office of the recorder of Deeds of St. Louis County, Missouri, shall run with the land and shall be binding upon the Parties hereto and future owners of the property described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless a written instrument signed by the then majority of the lot owners in attendance agreeing to change these covenants in whole or in part.
- 2) **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached or attached single family dwelling and a private attached or detached garage. Minimum finished livable area of dwelling, 1,000 square feet.
- 3) **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge, or mass planting shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
All plans and specifications must be approved or denied by a majority of the trustees within 30 days of their submission to said Board.

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE: The trustees shall appoint the Architectural Control Committee. The members of the committee and their successors shall serve at the pleasure of the Trustees. In the event of any vacancy on the Committee, caused by resignation or otherwise, such vacancy shall be filled by a vote of the majority of the Trustees of the Subdivision. If there is no appointed committee, the trustees shall act as the Architectural Committee.

- 4) **BUILDING LOCATIONS:** No building shall be located on any lot nearer to the front lot lines

or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

- 5) **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
- 6) **REVISIONS:** If any future revisions to the zoning ordinance are required to incorporate "0" lot lines, maintenance, and overhang easements, they will be adhered to as if incorporated herein.
- 7) **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks licensed over 1 ton (12,000 lbs.) or flatbed or stake body trucks be regularly parked in streets, yards, or driveways of Subdivision. No fence, patio, tool shed, dog house or other outbuilding, clothes line, clothes pole, or clothes drying structure may be erected, and no derelict vehicles, boats, trailers, debris or materials may be placed or stored on or parked in front, beside or behind any house or on any lot, either temporarily or permanently, without specific approval of the Architectural Control Committee.
- 8) **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- 9) **SIGNS:** All signs shall be of a temporary nature. Size shall not exceed six (6) square feet. Signs shall not be displayed for more than sixty (60) days with the exception of for sale or for rent signs.
- 10) **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained for any commercial purposes.
- 11) **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
- 12) **YARD WASTE:** No yard waste shall be discarded upon common ground without the specific permission of the trustees.
- 13) **SEWAGE DISPOSAL:** No dumping or deposit of any matter, organic material or other

vegetation substance shall be placed in or upon common ground without the express written permission of a majority of the trustees.

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

- 15) **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub, planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines or in the case of rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

GENERAL PROVISIONS

- 1) a) There are and will be situated in the above described tract certain areas designated as common land. The Trustees shall hereinafter maintain said common land and may develop the park areas, playgrounds, ball fields and other kinds of recreational facilities. The Trustees are authorized to negotiate any required or useful utility easements for sewers or other uses across or through said common land; any payment received for any such easements shall be considered association funds.

b) Any other provisions hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the common ground and facilities 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 under any subparagraph of paragraph V herein, nor may this Indenture be amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees until such time, if ever, as St. Louis County or any other similar agency which may exist hereafter shall establish common ground and facilities maintenance for the area affected.
- 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 inuring to the benefit and general welfare of the inhabitants of the entire area.
- 3) Any and all future tracts of land of COUNTRYLANE WOODS H SUBDIVISIONS, shall be subject to and governed by all restrictions, conditions, terms, easements, assessments and benefits heretofore provided for in this Indenture of Trust and Restrictions. "Common Land" of COUNTRYLANE WOODS H SUBDIVISIONS shall be for the mutual benefit and use of all the lot owners of COUNTRYLANE WOODS II SUBDIVISIONS. Any additional plats of COUNTRYLANE WOODS H SUBDIVISIONS shall be referred thereon specifically make said additional plat and all improvements and "Common Land" contain therein subject to the restrictions, conditions, terms, easements, assessments, and benefits herein set forth in this Indenture of Trust and Restrictions.
- 4) ENFORCEMENT: Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore.

The Trustees shall have the power to levy reasonable fines after notice and an opportunity to be heard, against any owner of property in COUNTRYLANE WOODS II for each violation of the restrictions in this Indenture. Such fine shall not exceed ten dollars (\$10.00) per day; each day a violation continues after notice shall be considered a new violation. Each such owner shall be responsible for the actions of the occupants, tenants or residents of the property owned by the owner. Further, said fines shall be enforceable as a lien on the property of the owner. Such owner shall pay all costs of collection of said fines and all costs for enforcement of the Indenture of Restrictions, including but not limited to, reasonable attorney fees.

- 5) **LIABILITY OF TRUSTEES: TRUSTEES NOT TO BE COMPENSATED:** The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for the maintenance of common ground and facilities 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) **SEVERABILITY:** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 7) **AMENDMENT:** This Indenture of Trust and Restrictions and any part thereof may be modified, amended or discontinued by a written agreement signed by the then lot owners of record of one-third (1/3) of the lots in the subdivision then included under the terms of this Indenture, subject to the following: They may modify, amend, or change any or all of the terms, conditions and provisions including the jurisdiction of the instrument beyond its original boundaries hereof, any such amendment, alterations, change, additions or discontinuance shall, when duly certified and acknowledged, alterations, change, additions or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of Recorder of Deeds for the County of St. Louis, Missouri, shall become a part of the provisions and restrictions of this Indenture. The power of Amendment herein contained shall not apply to the areas shown as "Common Land" on the various plats of COUNTRYLANE WOODS H SUBDIVISIONS, nor to the sections providing for assessment for development and maintenance of said "Common Land."

In witness whereof, the duly elected trustees have executed the foregoing agreement on this ___ day of March, 2005. The indenture is filed pursuant to powers originally granted to said trustees in the original indenture filed in the County of St. Louis, State of Missouri on the 29th day of June, 1974 and recorded thereon.

Trustee_____

Printed Name_____

Trustee_____

Printed Name_____

Trustee_____

Printed Name_____

Trustee_____

Printed Name_____

Trustee_____

Printed Name_____

On this ____ day of March in the year 2005, before me personally appeared the aforementioned trustees to me known to be the persons described in and who executed the foregoing and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My term expires:

NOTICE OF AMENDMENT TO
COUNTRYLANE WOODS II INDENTURE

Notice is hereby given of amendment to the Countrylane Woods II Indenture recorded in Book 6738 at page 972 and dated June 27, 1974.

The original indenture was amended September 16, 1985 in an amendment recorded in Book 7868 at page 2158.

This amendment to the Indenture of Restrictions of Countrylane Woods II is effective by vote and consent of lot owners of Countrylane Wood II subdivision upon approval by the trustees this 7th day of June 2005. This amendment shall become effective this date and shall bind all the successors, heirs and assign of Countrylane Woods II as identified in the original indenture as amended.

In Witness whereof, the undersigned trustees have set their hands this 7th day of June 2005.

Eric W Ruegg TRUSTEE
Trustee
ERIC W RUEGG
Printed Name

Carol Weber
Trustee
CAROL WEBER
Printed Name

Cristina A Finnegan
Trustee
CRISTINA A FINNEGAN
Printed Name

Michael G Ritchie
Trustee
Michael G. Ritchie
Printed Name

Ted C. Sundhauer
Trustee
TED C. SUNDHAUER
Printed Name