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INDENTURE OF RESTRICTIONS
OF COUNTRYLANE WOODS II

Tom E. C. Coker
RECORDER OF DEEDS

THIS INDENTURE, made and entered into this 18th day of June 1974, by and between NORTH COUNTY REALTY & DEVELOPMENT CO., a corporation, organized and existing under the laws of the State of Missouri, with its principal office and place of business situated in the County of St. Louis, Parties of the First Part, and JOSEPH D. KEMP, WILLIAM E. RANEY, KURT W. GAMPP, IRA S. WALKER AND LONNIE BUXTON, all of the County of St. Louis, State of Missouri. Parties of the Second Part, hereinafter referred to as "Trustees",

WITNESSETH THAT:

WHEREAS, The Party of the First Part will develop a neighborhood community land plan utilizing this indenture to cover the entire development under the name and designated as "COUNTRYLANE WOODS II", and

WHEREAS, this development will be comprised of certain "specific" property now owned by Party of the First Part in fee as well as "additional", adjacent, contiguous or nearby properties that might be hereinafter acquired by Party of the First Part, and

WHEREAS, it is the intent of the Party of the First Part that all 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

IN ORDER for both "specific" properties and the "additional" property to be subject to and governed by the terms and conditions of this indenture of restrictions, plats of such property shall, by reference thereon, specifically make said additional 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 "additional" property must lie in the area bounded by Highway 141 on the West, Manchester Road on the North, Barrett Station Road on the East, and Marshall Road on the South. In addition, plats covering "additional" property must be filed for record within five (5) years from the date of this instrument and approved by the St. Louis County Planning Commission as an integral portion of the aforementioned community in conjunction with the specifically owned property hereinafter described, provided further that the "additional" property shall be subject to and governed by the terms and conditions of this indenture of restrictions and shall become an integral portion of the aforementioned community, (COUNTRYLANE WOODS II) only in the event its inclusion is consistent with and permitted by the laws of St. Louis County.

WHEREAS, the Party of the First Part is the owner in fee of a tract of land which constitutes the "specific" property referred to above, being more particularly described as follows, to-wit:

Description of the R-2 and R-3 zoning and the portion of the R-2 and R-3's recreation area in the R-6A zoning of COUNTRYLANE WOODS II tract.

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°-32'E., 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; thence N. 18°-W., 865.00 feet to a point; thence N. 89°-30'W., 520.00 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 and 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.

All of which property has been zoned as shown as Final Development Plan of COUNTRYLANE WOODS II recorded in Plat Book 153 Pages 44 & 45 of the St. Louis County Records.

WHEREAS, NORTH COUNTY REALTY & DEVELOPMENT CO. has caused a portion of the aforescribed land to be laid out as a subdivision designated as "COUNTRYLANE WOODS II" Plat 1, which plat was heretofore recorded in the office of the Recorder of Deeds for St. Louis County in Plat Book 157, Pages 36 thru 38

WHEREAS, Parties of the First Part contemplate that the remainder of the aforescribed property, and other adjacent or nearby property shall also be subdivided and that Plats thereof, designated as COUNTRYLANE WOODS II, PLATS 2, 3, 4, etc., will be prepared and recorded in the St. Louis County Records: and

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 improvements, 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 owner or owners of the lots shown 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 owner or owners of the lots shown and to be shown on said Plats of said above described tract; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions and to apply that plan and restriction not only to all of said land and every parcel, and all "Common Land" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of 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, limitations, conditions, assessments, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and,

WHEREAS, NORTH COUNTY REALTY & DEVELOPMENT CO. has, by separate instrument simultaneously herewith, conveyed to the Trustees and established "Common Ground" as shown on Record Plat

WHEREAS, the above described instrument conveys the property shown on Record Plat to the Trustees hereafter designated and established for a period of twenty (20) years, and after expiration of said time, fee simple title to the property as shown on Record Plat shall vest in all of the then record lot owners of all lots in any subdivision of the aforescribed property known as COUNTRYLANE WOODS II SUBDIVISION, (regardless of Plat Number) 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 II SUBDIVISIONS, and any conveyance or change of ownership of any lot or lots in COUNTRYLANE WOODS II SUBDIVISIONS, shall carry with it ownership in common property, so that none of the owners of lots in COUNTRYLANE WOODS II SUBDIVISIONS (regardless of Plat Number), 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 II SUBDIVISIONS (regardless of Plat Number), 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 SUBDIVISIONS shall continue to be processed by the said Trustees.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements, made by the Parties hereto each to the other, the Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs and assigns and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in COUNTRYLANE WOODS II SUBDIVISIONS, and in such further plats of COUNTRYLANE WOODS II SUBDIVISIONS from the aforedescribed property, all as described herein as follows, to-wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

-- MEETINGS OF LOT OWNERS --

The initial Trustees shall be JOSEPH D. KEMP, WILLIAM E. RANEY, KURT W. GAMPP, IRA S. WALKER AND LONNIE BUXTON, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. If any Trustee resigns, refuses to act, becomes disabled or dies prior to the sale of 50% of the developed lots in COUNTRYLANE WOODS II SUBDIVISIONS, the remaining Trustees shall have the power to appoint a successor or successors.

After 50% of the lots in the entire subdivision (COUNTRYLANE WOODS II SUBDIVISIONS) have been developed and sold the developer shall cause not less than two of the initial Trustees or successors thereto to resign and the resident lot owners of COUNTRYLANE WOODS II SUBDIVISION shall elect Trustees who are resident lot owners of COUNTRYLANE WOODS II SUBDIVISIONS in their place and stead.

After 95% of the lots in the entire subdivision (COUNTRYLANE WOODS II SUBDIVISIONS) have been developed and sold the developer shall cause two of the remaining initial Trustees or Successors thereto to resign and the resident lot owners of COUNTRYLANE WOODS II SUBDIVISIONS shall elect Trustees who are resident lot owners of COUNTRYLANE WOODS II SUBDIVISIONS in their place and stead.

After 100% of the lots in the entire subdivision (COUNTRYLANE WOODS II SUBDIVISIONS) have been developed and sold the remaining initial Trustees shall resign and the resident lot owners of the COUNTRYLANE WOODS II SUBDIVISIONS shall elect a Trustee who is a resident lot owner of COUNTRYLANE WOODS II SUBDIVISIONS in his place and stead.

The first three Trustees elected after the sale of 50% of the developed lots in COUNTRYLANE WOODS II SUBDIVISIONS shall be for a tenure of one, two and three years respectively in order to obtain continuity of trusteeship. Thereafter, 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 after 50% of the developed lots in the subdivision have been sold, the remaining Trustees shall call a meeting of the record owners of the fee simple title of all of the lots according to the recorded plats of COUNTRYLANE WOODS II SUBDIVISIONS. The notice of said meeting shall be in writing, sent by mail to or personally served upon, all of such record lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The said notice shall specify the time and place of meeting and the place of meeting shall be in St. Louis County. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The result of such election shall be certified by the persons elected as chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. A majority of the lot owners shall constitute a quorum at the respective meeting of each.

II

RESERVATION OF EXPENDITURES

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

III

TRUSTEES' DUTIES AND POWERS

The Parties of the First Part hereby invest the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities.

1) Trustees shall acquire and hold the "Common Land" as shown on Record Plat and conveyed to Trustees by separate instrument of even date herewith, which said "Common Land" is set forth and shown on COUNTRYLANE WOODS II SUBDIVISIONS, Trustees shall further have the right to acquire and hold additional "Common Land" as set forth and shown on PLAT I, PLAT 2, etc., or any subsequent plat under any other name of said COUNTRYLANE WOODS II SUBDIVISIONS, all in accordance with and pursuant to the Density Development Procedure Ordinance of the St. Louis County Council, and in accordance with and subject to the provisions of this instrument.

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 lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded Plat or Plats of said above described tract of land, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc. by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

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

5) 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.

6) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

- 7) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such building or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory building, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefore and to the grade proposed therefore.
- 8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees for any public purpose, the Trustees, during the period of 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.

IV

ASSESSMENTS

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

- 1) (a) An annual assessment of Twenty Four Dollars (\$24.00) per year, payable quarterly for each single family dwelling, shall be made for annual sewer maintenance, operation and repairs, and for such additional assessments subject to approval of the Missouri Public Service Commission; provided, however, that if the water usage of a business unit is more than four thousand (4,000) cubic feet per year the fee shall be on the basis of forty cents (40¢) per one hundred (100) cubic feet of water used, payable quarterly for each business unit; provided further, however, that the assessment of Twenty Four Dollars (\$24.00) per year per single family dwelling shall be the minimum charge.
- (b) Party of the Second Part is empowered hereby to collect the payments above mentioned directly from the owners of the property and such owners are to be directed to make all payments for the annual charge for maintenance, operation and repairs of the sanitary sewage system directly to Party of the Second Part. All payments provided herein shall be payable in advance and shall be payable quarterly on or before January 1, April 1, July 1, and October 1, of each year. If payment is not made within ten (10) days after said payment shall become due and payable, Party of the Second Part may file with the Recorder of Deeds of St. Louis County, Missouri, the names of the parties holding legal title to the premises on which the payment is delinquent, the address of said persons, the legal description of the property, the amount due at the date of filing; and the delinquent owners shall pay all costs of filing, recording, attorney fees, principal and interest at the rate of 8% per annum from due date to date of payment and cost of releasing. Upon filing of above notice of delinquency by Party of the Second Part, the amount due and costs thereon shall become a first lien upon said property. In addition to a lien upon the property as above set out by reason of nonpayment of charges for sanitary sewer service as provided, Party of the Second Part may discontinue service if payment is overdue for a period of six (6) months or more, including all costs incurred in disconnecting and reconnecting said service.

(c) No roof drainage, garage drainage, downspouts, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline or other objectionable materials shall be placed, drained, emptied into or connected to the sanitary sewer line. Party of the Second Part shall have authority to and is directed to eliminate all objectionable materials, roof drainage, garage drainage, downspouts, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline, or other objectionable materials from the sanitary sewer line and disposal plants. Violation of this provision shall give Party of the Second Part a right to discontinue sanitary sewer service to the offending party. The right to enter on any lot for the purpose of inspecting for possible violation of this provision and discontinuance of service in case of violation is hereby granted to Party of the Second Part. Charges for the sanitary sewer service as above provided shall begin from the date when the owner of record causes construction to start on the above described property or from the date of initial occupancy of any residence or unit therein, and shall continue to run with the land thereafter.

2) (a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of not to exceed One Hundred Forty-four Dollars (\$144.00) per lot in each year upon and against the several lots of parcels of land in said Subdivision 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, parking spaces and trees in the crosswalks, 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) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided on reference to the election of Trustees by a two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of the owners of one-half (1/2) or more of the vote, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Forty-four Dollars (\$144.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph, but no special assessment shall exceed Fifty-Dollars (\$50.00) for any one year period.

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

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal 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 provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, grassed and shrubbed areas, median strips and other non-public areas such as entrance markers, roadways and easements, "if any".

(c) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of 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.)

4) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when feasible. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

5) 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.

6) 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.

7) Trustees shall also have the power by way of example and not by way of limitation, to construct, reconstruct, maintain, repair and operate swimming pool, recreation buildings and facilities, barns, stables, horse trails, lakes 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.

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

9) Trustees shall also have the power by way of example and not by way of limitation 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.

V

RESTRICTIONS

Parties of the First Part 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 hereinabove described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change these covenants in whole or in part.

2) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached or attached single family dwelling and a private attached or detached garage. Minimum finished livable area of dwelling, 1,000 square feet. Minimum cost of house shall not be less than \$13,000.00 based on cost levels prevailing at date these covenants are recorded.

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 have 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, no fence may be erected on lots bordering on parks, unless approved by Trustees. In the event the Trustees fail to approve or disapprove within 30 days after plans and specifications have been submitted to them, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and related covenants shall be deemed to have been fully complied with.

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE: The initial Architectural Control Committee shall be Fred M. Kemp, Kurt W. Gampp, and Joseph D. Kemp, who by their signatures to this instrument have consented to act in such capacity. The initial 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.

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, not shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in streets, yards, or driveways of Subdivision. No fence, patio, tool shed, dog house or other outbuilding, clothes line, clothes pole, or clothes drying structure may be erected, and no derelict automobiles, 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, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, provided, however, that Grantor herein reserves the right to use and occupy one or more lots for display houses to be built by the Grantor in this Subdivision as display houses, as its sales and construction office during the development of this Subdivision, and until the last lot in said Subdivision is improved and sold; and provided further, that Grantor reserves unto itself the right to amend the building lines on any lot in said plat or plats to correct minor violations of said building lines which may have occurred during the construction of improvements on any such lot in said Subdivision.

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

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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be located closer than twenty feet to any park area.

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

13) 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 of 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.

14) 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.

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

VI

GENERAL PROVISIONS

1) (a) There are and will be situated in the above described tract certain areas designated as common land. The Trustees shall hereafter maintain said common land and may develop therein 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 refunded to Party of the First Part as reimbursement of part of the initial costs of obtaining said utilities to the tract.

(b) Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the parks and streets referred to herein shall not cease nor may this Indenture be changed or amended to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustees under any subparagraph of paragraph IV 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 park and street 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 comprising a part of the aforesaid acreage, being platted as Plat 1, Plat 2, Plat 3, etc., of COUNTRYLANE WOODS II 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" which is included on Plat 1, Plat 2, Plat 3, etc., of COUNTRYLANE WOODS II SUBDIVISIONS shall be for the mutual benefit and use of all the lotowners of Plat 1, Plat 2, Plat 3, etc., of COUNTRYLANE WOODS II SUBDIVISIONS. Any additional plats of COUNTRYLANE WOODS II SUBDIVISIONS shall by reference thereon specifically make said additional plat 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.

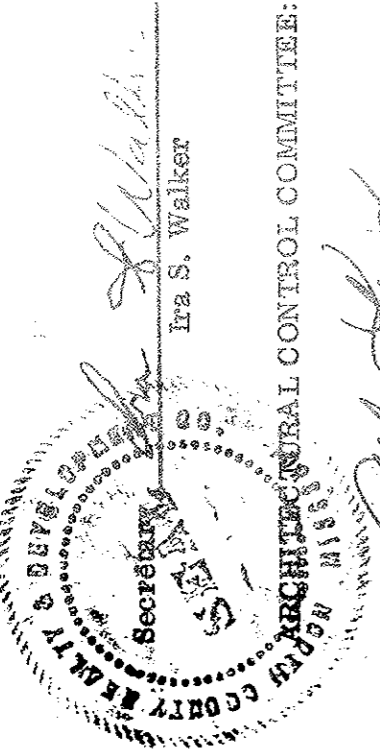
4) **ENFORCEMENT:** Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore.

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 maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. Neither the Trustees nor Successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

6) **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 record owners of the fee simple title of one-third (1/3) of the lots in the subdivision then included under the terms of this Indenture, subject to the following: So long as NORTH COUNTY REALTY & DEVELOPMENT CO., or their successors are the owners of any lot in any section of COUNTRYLANE WOODS II SUBDIVISIONS, they may modify, amend, or change the side yard line and building lines as established herein, and may modify and amend 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 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, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of NORTH COUNTY REALTY AND DEVELOPMENT CO., so long as they are owners of more than two lots in said subdivision, and the approval of the Director of Planning of St. Louis County. The power of Amendment herein contained shall not apply to the areas shown as "Common Land" on the various plats of COUNTRYLANE WOODS II SUBDIVISIONS, nor to the sections providing for assessment for development and maintenance of said "Common Land".

IN WITNESS WHEREOF, the said Parties of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.



NORTH COUNTY REALTY & DEVELOPMENT CO.

By: Ira S. Walker
Fred M. Kemp - President

PARTIES OF THE FIRST PART

ARCHITECTURAL CONTROL COMMITTEE:

Fred M. Kemp
Fred M. Kemp
Kurt W. Gamp
Kurt W. Gamp
Joseph D. Kemp
Joseph D. Kemp

Joseph D. Kemp
Joseph D. Kemp
William E. Raney
William E. Raney
Kurt W. Gamp
Kurt W. Gamp

Ira S. Walker
Ira S. Walker

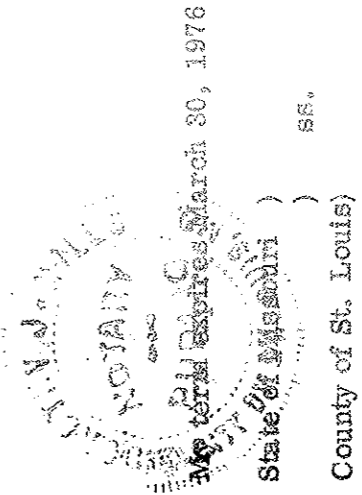
Lonnie Buxton
Lonnie Buxton

PARTIES OF THE SECOND PART - TRUSTEES

State of Missouri)
) ss. On this 18th Day of JUNE 1974, before me appeared
County of St. Louis)

FRED M. KEMP to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of NORTH COUNTY REALTY & DEVELOPMENT CO., A Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said FRED M. KEMP 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.



Dorothy J. Mills
Dorothy J. Mills, Notary Public

On this 18th Day of JUNE 1974, before me personally

appeared FRED M. KEMP, JOSEPH D. KEMP, KURT W. GAMP, LONNIE BUXTON, IRA S. WALKER AND WILLIAM E. RANEY, 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.



Dorothy J. Mills
Dorothy J. Mills, Notary Public

11/00

1100

AMENDMENT
TO
INDENTURE OF RESTRICTIONS
OF
COUNTRYLANE WOODS II

This amendment [the "Amendment"] to Indenture of Restrictions of Countrylane Woods II [the "Indenture"] recorded in Book 6738 at Page 972 of the St. Louis County, Missouri Records, made pursuant to Section 7 of Article VI of said Indenture,

W I T N E S S E T H:

- 1] The Indenture is amended by changing the words and figures "One Hundred Forty-four Dollars (\$144.00)" in line 2 of subsection 2(a), and lines 8 and 9 of Subsection 2(b) of Article IV, to "Two Hundred Fifty Dollars (\$250.00)."
- 2] "Agreement" of even date herewith executed by RGB Construction Company, North County Realty and Development Company, all of the present trustees under the Indenture, Fred Kemp, and by all of the present trustees under Indenture of Restrictions recorded in Book 7283 at Page 2090 (the "Apartment Indenture") applicable to Waterford West Apartments, is hereby confirmed, ratified and approved by signatories hereto.
- 3] This Amendment shall become effective and bind all the successors, heirs and assigns of the undersigned, when, as, and if, not less than one-third (1/3) of the lot owners [in the aggregate and not necessarily of each subdivision] in Countrylane Woods II, plats 1, 2-A, 2-B, 3, 4, 5 and 6 thereof have approved same, and when the Amendment shall have been approved by North County Realty and Development Company and by the Director of Planning of St. Louis County. The aforesaid lot owners of Countrylane Woods II may execute their respective approvals by separate duly executed counterpart approvals.

4] The Indenture is amended by adding the following sentence to the end of Article VI, section 7:

"Notwithstanding anything to the contrary in this section 7 of Article VI, consent of NORTH COUNTY REALTY AND DEVELOPMENT COMPANY shall not be required to modify, amend or discontinue, in whole or in part, Article III, Trustees' Duties and Powers; and Article V, Restrictions, of this Indenture of Trust and Restrictions. In addition, the foregoing North County Realty and Development Company agrees not to unreasonably withhold its consent to modifications, amendments, or discontinuances, in whole or in part, to and of the provisions of Article IV, Assessments, Provided that nothing herein shall be deemed to authorize any increase in the limitation on assessments, without the prior written consent of North County Realty and Development Company in its sole discretion, in respect of Platted Apartments and Unplatted Apartments provided for in a certain Agreement of even date herewith between the Trustees under these Countrylane Restrictions and the Trustees under Indenture of Restrictions recorded October 10, 1980, in Book 7283 at Page 2090.

STATE OF MISSOURI
COUNTY OF ST. LOUIS
FILED FOR RECORD

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RECORDS SECTION

5] The Indenture is amended by adding the following new section to Article III as section 10:

"10] 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."

IN WITNESS WHEREOF, the undersigned have set their hands the 16th day of September, 1985.

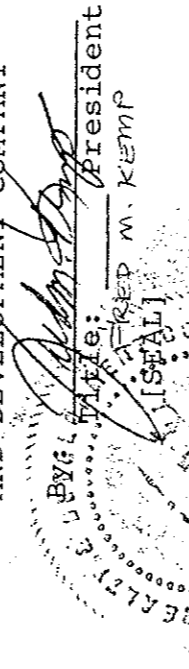
APPROVED:

Director of Planning
of St. Louis County, Missouri,

BY: Donald E. Clark
Title Director of Planning

DONALD E. CLARK

NORTH COUNTY REALTY
AND DEVELOPMENT COMPANY



By: Fred M. Kemp
Title: President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

Richard Duff
RICHARD DUFF

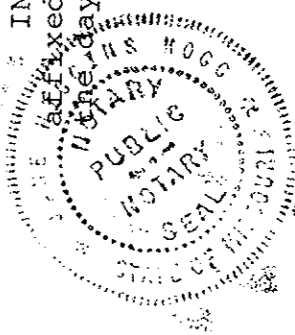
Greg Ball
GREG BALL

William H. Bens
WILLIAM H. BENS

Al Koke
AL KOKE

Being all of the Trustees under the Indenture as to Countrylane Woods II

On this 16th day of SEPTEMBER, 1985, before me personally appeared RICHARD DUFF, GREG BALL, WILLIAM H. BENS, and AL KOKE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that the facts contained therein are true to the best of their knowledge, information and belief, and in their capacities as Trustees.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the 16th day and year first above written.

Jane Higgins Hogg
Notary Public JANE HIGGINS HOGG

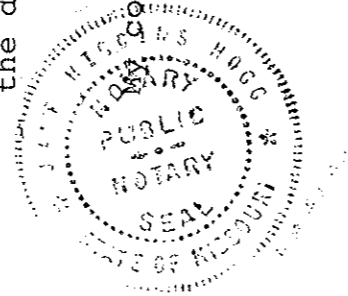
My commission expires: JUNE 27, 1989

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 16th day of SEPTEMBER, 1985, before me appeared Fred Kemp, to me personally known, who, being by me

duly sworn, did say that he is the President of North County Realty and Development Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and 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.



Jane Higgins Hogg
Notary Public JANE HIGGINS HOGG

My commission expires: JUNE 27, 1989



STATE OF MISSOURI
County of St. Louis

} ss. - - -

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument or writing was filed for record in my office on the 12 day of February AD. 1986 at 1:35 o'clock PM and is truly recorded in Book 1167 Page 159.

Witness my hand and official seal on the day and year aforesaid.

[Handwritten signature]
Recorder of Deeds

Recorder

COUNTY OF ST. LOUIS
STATE OF MISSOURI
FILED FOR RECORD

FEB 12 1986

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.