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

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
<b>AMDT</b>	<b>WESTHAMPTON WOODS BY</b>		
	<b>TRUSTEE</b>		
PROPERTY DESCRIPTION:	<b>SEC: 23 TWP: 45 RNG: 3</b>		

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

**RECORDER OF DEEDS DOCUMENT CERTIFICATION**

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

<b>Document Number</b> <b>00578</b>
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I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 30 pages, (this page inclusive), was filed for record in my office on the 18 day of September 2008 at 04:30PM and is truly recorded in the book and at the page number printed above.

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

**CLB2**  
Deputy Recorder



*Janice M. Hammonds*  
St. Louis County, Missouri

Mail to:

**DOSTER GUIN JAMES ULLOM BENSON MUND**  
**ATTN ROSLYN PHILLIPS**  
**17107 CHESTERFIELD AIRPORT RD STE 300**  
**CHESTERFIELD, MO 63005**

Destination code: **VC M**

RECORDING FEE 108.00  
(Paid at the time of Recording)

**FIRST AMENDMENT AND RESTATEMENT OF  
INDENTURE OF TRUST AND RESTRICTIONS FOR  
WESTHAMPTON WOODS ST. LOUIS COUNTY**

WHEREAS, an Indenture of Trust and Restrictions for Westhampton Woods (hereinafter referred to as "the Indenture") was executed on January 13, 1995, by and between J&M Joint Venture No. Three, a joint venture organized and existing under the laws of the State of Missouri (hereinafter referred to as "First Party"), and Debra L. Lowery, Lawrence G. Schmidt and Michael E. White-Aker (collectively referred to hereinafter as "Trustees").

WHEREAS, the Indenture was in Book 10417 at Pages 132 through and including 157 of the St. Louis County, Missouri records, and

WHEREAS, the Indenture has not been previously amended by an instrument, and

WHEREAS, all Lots of Westhampton Woods have been sold and conveyed for residential use; and

WHEREAS, Megan Jun, Theodore Scheff and Christopher Clark are the currently serving Trustees of Westhampton Woods; and

WHEREAS, the Indenture may be amended, from time to time, as provided in Article X, Section 4 thereof; and

WHEREAS, two-thirds (2/3) of all the Owners desire to amend and modify the Indentures in the respects set forth below and have submitted their written consents in acknowledgment of the same to the Trustees; and

NOW THEREFORE, in consideration of the proper number of written consents received by the Trustees from the lot owners of Westhampton Woods, the Indenture is hereby amended and restated in its entirety as follows:

**INDENTURE OF TRUST AND RESTRICTIONS FOR  
WESTHAMPTON WOODS  
ST. LOUIS COUNTY, MISSOURI**

**THIS INDENTURE OF TRUST AND RESTRICTIONS FOR WESTHAMPTON WOODS (the "Indenture"), made and entered into this 13<sup>th</sup> day of January 1995, by and between J & M Joint Venture No. Three, a joint venture organized and existing under the laws of the State of Missouri (hereinafter referred to as "First Party"), and Debra L. Lowery, Lawrence G. Schmidt and Michael E. White-Aker, all of St. Louis County, Missouri, hereinafter collectively referred to as "Trustees", as further defined in Article I, 11.**

WHEREAS, First Party is the owner of a tract of real property (the "Property") located in St. Louis County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the St. Louis County Council has, by Ordinance No. 16,696, approved the development of the Property pursuant to the Planned Environment Unit Procedure, Section 1003.187 of the St. Louis County Revised Ordinances; and

WHEREAS, First Party has caused the Property to be subdivided under the name "Westhampton Woods" (sometimes hereinafter referred to as the "Subdivision") and has caused or will cause record plats of such Subdivision to be recorded in the St. Louis County Records; and

WHEREAS, common land has been reserved on the plate of the Subdivision and there has been designated, established and recited on such plats certain streets, common land and easements which are for the exclusive use and benefit of the residents of the Subdivision, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies and which have been provided for the purpose of constructing, maintaining and operating sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of the Subdivision; and

WHEREAS, First Party, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land, subdivided as aforesaid, as a restricted neighborhood and to protect the same against certain uses by the adoption of this Indenture, and to apply the plan contained in this Indenture to all of said land described herein, including all common land, and mutually to benefit, guard and restrict future residents of the Subdivision and to foster their health and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, and all of which are sometimes hereafter termed "restrictions," are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the tract covered by this instrument.

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 receipt and sufficiency of which is hereby acknowledged, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any of the lots and parcels of land in the Subdivision, all as hereinafter set forth:

**ARTICLE I  
DEFINITION OF TERMS**

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Control Committee" shall have the meaning set forth in Article VI hereof.

2. "Common Ground" or "Common Land" or "Common Property" (or the plural of any thereof) shall mean and refer to all real property and the improvements thereon and all easements, licenses and other rights held by the Trustees for the common use and enjoyment of all Owners, including, without limitation, parks, open spaces, cul-de-sac islands, recreational facilities, lakes, streets, paths, trails, walkways, storm water (including retention basins) and sanitary sewers and drainage facilities, retaining walls, subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the record plat(s) of the Subdivision. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.

3. "Consumer Price Index" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri published by the Bureau of Labor Statistics, United States Department of Labor.

4. "First Party" shall mean and refer to J & M Joint Venture No. Three, a joint venture organized and existing under the laws of the State of Missouri, its successors and assigns, including, but not limited to, any builder or developer who purchases vacant Lots or parcels of land constituting a portion of the Property for the purpose of building residences thereon for sale to third persons.

5. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Westhampton Woods, St. Louis County, Missouri, as from time to time amended.

6. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on a recorded subdivision plat of the Property.

7. "Ordinance" shall mean and refer to St. Louis County Revised Ordinance Number 16,696, as from time to time amended.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding First Party.

9. "Planned Environment Unit" shall mean and refer to the zoning classification pursuant to which the St. Louis County Council has, by adoption of the Ordinance, authorized the development of the Property, and shall have the meaning set forth in 1003.187 of the St. Louis County Revised Ordinances.

10. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

11. "Trustees" shall mean and refer to those persons designated in the preamble to this Indenture, and their successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof.

## ARTICLE II DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as the plats of the Property constituting the Planned Environment Unit may be vacated by the County of St. Louis, Missouri, or its successors, after which period of time fee simple title to the Common Property shall vest in the then record Owners of all Lots constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in said plats, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Property so that none of the Owners of Lots 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 is incident to the ownership of a Lot, and any sale of any Lot 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 shall continue to be possessed by said Trustees.

## ARTICLE III DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be Debra L. Lowery, Lawrence G. Schmidt and Michael E. White—Aker, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Trustee or a successor Trustee appointed by First Party resign other than as required by Section 2 of this Article IV, refuse to act, become disabled or die, First Party shall have the power to appoint, by duly written, recorded instrument, a successor Trustee who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

2. Election of Trustees. The Owners shall elect three (3) successor Trustees, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for

three (3) years from the date of election. Thereafter, all Trustees shall be elected for terms of three (3) years each. Note: The one, two, and three year election cycle for the three trustees was re-instituted as the "first cycle" in 2006 by majority vote of all property owners.

**3. Manner of Conducting Elections; Meetings of Owners.** (a) The elections for the Trustees under Article III, Section 2 of this Indenture shall be at a scheduled meeting of the Owners. Notice of call for nominations shall be sent by the Trustees or by at least three (3) Owners, if no Trustees are then in office, to all Owners, and shall require all nominations be received within thirty (30) days thereafter. Upon receipt, all nominations will be compiled on an election ballot and posted on the official Westhampton Woods website -www.whwoods.com - at least fourteen (14) days before the scheduled meeting. The person receiving the most votes at the scheduled Owners' meeting shall be elected the successor Trustee; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes shall be declared the Trustee unless he/she also declines to serve, in which event the position shall be given to the next highest vote recipient and the process shall continue until the position is accepted. In the event of a tie, a runoff election shall be conducted at the Owners' meeting.

(b) Notice of scheduled meetings for the purpose of conducting major business or for election of Trustees shall be mailed by the Trustees, or by at least three (3) Owners, if no Trustees are then in office, to all Owners at least thirty (30) days before the date fixed for the meeting. The said notice shall specify the time and place of meeting which shall be in St. Louis County. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, in person or by proxy, shall have the power to discuss and conduct major business and elect such Trustees. At such meeting, each Owner, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Owner constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Trustees shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Property may be transacted at any meeting of Owners called in conformity with the procedure described above. Twenty—five percent (25%) of the Owners shall constitute a quorum for the purpose of electing Trustees and for the purpose of conducting any other business coming before a meeting.

**4. Qualification of Trustees.** Any Trustee elected under the provisions of this Article shall be an Owner in the Subdivision, and if such Owner sells his or her Lot or resigns, refuses to act, is derelict of assumed duties, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as the successor for the unexpired portion of the term of the Trustee no longer acting.

#### ARTICLE IV TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers and authorities described throughout this Indenture and the following rights, powers and authorities:

1. Acquisition of Common Property. To acquire and hold the Common Property in accordance with and pursuant to the Ordinance and in accordance with and subject to the provisions of this Indenture, and to deal with any such Common property as hereinafter set forth.

2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies) , entrances and entrance markers, retaining walls, lights, gates, park areas, lakes, cul—de—sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Property as may be shown on the record plat(s) of the Subdivision, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Property.

3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of residents of the Planned Environment Unit, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and residents in the Planned Environment Unit, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and residents in the Planned Environment Unit and according to the discretion of the Trustees.

4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency.

5. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with First

Party's or its successors' or assigns' development of property adjacent to the Property, the Trustees shall grant First Party, the St. Louis County Water Company, Laclede Gas Company, Ameren UE the Electric Company, the Telephone Company, The Metropolitan St. Louis Sewer District and other public authorities, and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the *right-of-way* for such pipes, lines, poles and conduits, and to keep it clear of brush and trees.

6. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Property or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any 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.

7. Vacant and Neglected Lots. 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 parcels of land in the Property, and the Owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their agents or employees, shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

8. Plans and Specifications. As more specifically provided in Article V hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground or sports equipment and landscaping proposed for construction, erection or installation on any Lot. In acting hereunder, the Trustees shall consider and apply the limitations and parameters established in this Indenture and in the best interest for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request, nor shall such a decision be considered a reversal of any past request for similar approval.

9. Deposits. To require a reasonable deposit, to be held in escrow, in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis courts, or other structure in the Property approved in accordance with Section 8 of this Article IV and Article V of this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

10. Insurance. To purchase and maintain in force such insurance as they may



deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Property and facilities.

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

12. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Property for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said Common Property.

## ARTICLE V ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article VII of this Indenture, no building, fence, wall, driveway or other structure, swimming pool, tennis courts or improvement other than a deck, patio, patio enclosure, screened porch or similar type improvement, shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree with a three inch (3") or greater caliper, except dead or damaged trees, be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Trustees, or, if so appointed by the Trustees in their sole discretion, by an architectural committee composed of three (3) or more representatives. Reference herein to "Architectural Control Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Trustees, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews

it conducts or authorizes.

2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Architectural Control Committee under Article V, Section 1 of this Indenture, the following restrictions shall apply to all Lots within the Subdivision:

(a) No fence, hedge or mass planting shall be erected, place or altered on any Lot nearer to any street than the minimum building set—back line without the approval of the Architectural Control Committee and appropriate governmental authorities.

(b) No fence may be erected on any Lot that borders Common Ground without the approval of the Architectural Control Committee.

(c) No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.

(d) No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Trustees, cause any increase in the premiums of any insurance policies carried by the Trustees or by the Owners of any Lots other than those affected by such change.

(e) No separate detached buildings, storage sheds, barns, tree houses, or other structures are to be placed on any Lot within the Subdivision.

(f) Room, garage, driveway, patio, or other additions or modifications to the improvements on any Lot must be of similar materials and siding color as the main structure, and all specifications of material, plans and colors must first receive approval from the Architectural Control Committee.

## ARTICLE VI SEWERS AND DRAINAGE FACILITIES

1. Trustees' Responsibility - Common Property. The Trustees shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, any retention basins, and any other sanitary or storm sewers or other drainage facilities located on and servicing any Common Property or improvements thereon in the Property.

2. Owners' Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lot lines and four feet (4') in width along the side lot lines of all Lots in the Property are hereby established for sump pump drainage purposes. Without

limiting the generality of the provisions of Article V, Section 2 or any other provision of this Indenture, the Trustees shall be responsible for the maintenance, cleaning out and repair of all such sump pump drainage easements, and are hereby granted easements in gross for ingress to and egress from such sump pump drainage easements and as otherwise required to perform their duties and responsibilities under this Indenture.

## ARTICLE VII ASSESSMENTS

1. General. First Party, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection thereof shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Planned Environment Unit 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 Property and all facilities thereon and easements herein or on the plat(s) of the Property established, including, but not limited to, the payment of taxes and insurance thereon, 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.

3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Five Hundred and 00/100 Dollars (\$500.00) per Lot; provided, however, that the Trustees may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index 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. If such Index be discontinued, the Trustees shall utilize a successor index, determined by the Trustees in their sole judgment, to be most similar to the discontinued Index.

The Trustees may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount.

The Trustees may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meetings.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty (30) days following such due date.

**4. Storm Water Facilities.** In addition to the foregoing, the Trustees are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Property; PROVIDED, HOWEVER, the separate power granted to the Trustees by this Section 4 shall expire with the calendar year following the acceptance of any such storm water facilities for maintenance by the St. Louis Metropolitan Sewer District or another appropriate governmental body or public utility. Any assessment made under authority granted in this, Section 4, shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Trustees shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

**5. Special Assessments.** If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot Owners. If such assessment is approved, either at a meeting of the Owners called by the Trustees, by a majority of the votes cast in person and by proxy, or on written consent of a majority of the total votes entitled to vote thereon, the Trustees shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except that only those who have paid all assessments theretofore made shall be entitled to vote. The limit of the annual assessments for general purposes set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 5. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

**6. Prorations.** Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

**7. Interest and Liens.** All assessments shall bear interest at the rate of one percent (1) over the from time—to—time publicly announced floating prime rate of interest charged by Bank of America, St. Louis, Missouri, or its successor, from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the office of the Recorder of Deeds for St. Louis County, Missouri, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot) a release of said lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term “mortgage” or “mortgages” shall include deed or deeds of trust.

**8. Exemptions.** The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

- (i) All Common Property;
- (ii) All properties exempted from taxation under the laws of the State of Missouri.

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

**10. Ordinance Compliance.** Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County, Missouri, and any municipality of which the Property may become a part, including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies) and for such purposes shall not be limited to the maximum assessment provided for herein.

## ARTICLE VIII RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture and the Ordinance, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. **Building Use.** No building or structure shall, without the approval of the Trustees, be used for a purpose other than that for which the building or structure was originally designed and permitted.

2. **Building Location.** No building or permanently installed structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such Lot is bordered or the side or rear Lot lines than the front building line or side or rear set-back lines shown on the plat of the Property.

3. **Resubdivision.** No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

4. **Commercial Use.** No commercial activities of any kind shall be conducted on any Lot or any structure thereon in strict accordance with the provisions of the applicable City of Wildwood zoning ordinances.

5. **Nuisances.** No loud, noxious or offensive activity shall be carried on upon any Lot or Common Ground in the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

6. **Maintenance.** Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys, tools, cases, crates or any discarded item shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances such as sculptures, bird baths or similar personal property items which are not permanently affixed to or made a part of the realty shall be placed in the front yard of any Lot.

7. **Obstructions.** There shall be no obstruction of any portion of the Common Property or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Property or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

8. **Animals.** No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on 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, provided that such pets not kept for any commercial purpose and provided that such pets are at all times leashed and no "runs" or other outside structures are erected or installed therefore. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited. All pet waste on sidewalks, common ground and in owners' yards must be immediately removed by a person responsible for the animal, in accordance with the City of Wildwood Code.

9. Trucks, Boats, Etc. No trucks (other than pick-up trucks not exceeding  $\frac{3}{4}$  ton, which must be able to be stored in an enclosed garage), commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot, for more than a maximum of 72 consecutive hours, unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision.

10. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or unlicensed motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Property or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Trustees may take the necessary steps to remove the same at the Owner's expense.

11. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

12. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently.

13. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot, except "Real Estate For Sale" signs not larger than 3X3 ft.

14. Garbage. 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, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

15. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are and/or will be reserved as shown on the recorded plats of the Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

16. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

17. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon 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.

18. Fences. No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee and unless in strict compliance with the following standards and requirements, to-wit:

(1) Other than as expressly permitted by the provisions of this Section 18, the maximum height for full perimeter fencing shall be forty-eight inches (48").

(2) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Except under extraordinary circumstances (as defined below) fencing must start at the rear corners of the residence and must be within four inches (4") of the lot lines and lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. For examples of rear fencing, see Exhibit B attached to and made a part of this Indenture by reference. As used in this paragraph, the term "extraordinary circumstances" shall include the necessity to protect "green space", avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or, in certain instances determined by the Architectural Control Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Control Committee, fencing may be set beyond four inches (4") of the lot lines and lot corners;



provided, however, prior to providing its consent, the Architectural Control Committee may, in its discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner's Lot that is located outside the fence, and the Owner's failure to do so on more than three (3) occasions as determined by the Trustees serving notice of such failure on the Owner shall be considered revocation of the variance and the fence shall be considered in violation of this Indenture and, upon notice by the Trustees, shall be removed or brought into strict compliance within sixty (60) days.

(3) All fencing, with the exception of the wrought iron pool fencing and patio privacy fencing, both described later herein, shall be one of the four (4) approved styles appearing in Exhibit C attached to and made a part of this Indenture by reference.

(4) All perimeter fencing shall be made of cedar or redwood material with the exception of certain composite materials or vinyl fencing that may be approved on a case by case basis by the Architectural Control Committee. In any event, the Architectural Control Committee may require that the actual material being considered be provided to them prior to their approval.

(5) Fencing may be any picket width up to a maximum of six inches (6"), and, regardless of picket width, the minimum open space between pickets shall be three inches (3").

(6) All picket fences shall be installed with the good siding facing out.

(7) All wood fences are to remain in their natural state but must be stained or protected with a clear sealer to reduce weathering.

(8) All fence posts shall be anchored in a base of concrete at least one foot (1') six inches (6") deep into the soil.

(9) Swimming pool fencing shall only be of wrought iron and of the style appearing in Exhibit D attached to and incorporated herein by reference. Under no circumstances may swimming pool fencing exceed a height of forty-eight inches (48"). Swimming pool fencing may be erected either around the perimeter of the concrete or wood swimming pool apron or as a full perimeter fence.

(10) Notwithstanding any provision hereof to the contrary, with the prior written consent of the Architectural Control Committee, a six foot (6') privacy fence may be placed along the border of a busy street or to screen an adjacent parcel of property not within the Subdivision. In such event, the fencing on all Lots bordering such area shall be of the same style, material and configuration.

19. Television Antennae. No exterior television or radio antennae, towers or similar structures will be allowed on any Lot in the Property. Further, except as may be approved by the Architectural Control Committee pursuant to Article VI of this Indenture, no Lot shall have an exterior freestanding signal receiving dish or similar appliance; provided, however, notwithstanding anything contained herein to the contrary, the Architectural Control Committee may not approve installation of a satellite or digital dish receiver more than twenty inches (20") tall and wide.

20. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

21. Swimming Pools. (a) No above ground swimming pools will be allowed on any Lot in the Subdivision.

(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Trustees to conform with such governmental guidelines.

22. Decks, Porches, Screened Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard. For an example of approved decking, etc., see Exhibit E attached to and made a part of this Indenture by reference. All screened porches, patio enclosures and other such improvements shall be built according to the following standards:

(a) Any screened deck type of structure shall have a shed roof that matches the roof line and shingle material of the residence.

(b) Any screened porch type of addition shall have siding, gutter board and roofing that are identical to those on the residence, and shall have a gable or shed roof.

(c) No metal prefabricated screened porches shall be permitted on any Lot.

(d) Materials for all decks and/or screened decks shall be limited to cedar or redwood decking, rails, uprights, handrail and pickets. Wolmanized materials may be used for stringers, supports, subfloor joists or other structural components. Consideration may be given by the Architectural Control Committee to newly developed composite materials that offer a similar appearance as cedar, redwood, or vinyl matching the color of the

existing siding.

(e) Decks and screened decks are to be left natural in color, but must be stained or protected with a clear sealer to reduce weathering.

## ARTICLE IX GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. 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 covenants and may be brought to restrain any such violation and/or to recover damages therefore together with reasonable attorney's fees and court costs.

2. Actions by Trustees. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of said Trustees. No Trustee shall be held personally responsible for his wrongful acts, and no Trustees shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. The Trustees shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Property and are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4. Amendments. The provisions hereof may only be amended, modified or changed by the written consent of two—thirds (2/3rds) of all the Owners, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri, No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or 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.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

6. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

7. Use of Common Areas by Non—Residents. The common areas, including open spaces, recreational areas, or other Common Property, shall be for the benefit, use and enjoyment of the Owners and residents, present and future, of the entire Planned Environment Unit, subject to the following terms and limitations:

(i) No resident of the Planned Environment Unit shall be denied the use of the open spaces, recreational facilities, or other Common Property for any reason related to the extension of such privilege to non-residents of the Planned Environment Unit;

(ii) All rules and regulations promulgated pursuant to this Indenture with respect to residents of the Planned Environment Unit shall be applied equally to the residents;

(iii) All rules and regulations promulgated pursuant to this Indenture with respect to non—residents of the Planned Environment Unit shall be applied equally to the nonresidents; and

(iv) At any time after the recording of this Indenture, a majority of the residents of the Planned Environment Unit, by election duly called, may elect to allow or disallow usage of the open space, recreational facilities or other Common Property by non—residents of the Planned Environment Unit.

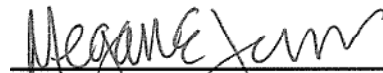
8. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Property constituting a portion of the Planned Environment Unit by St. Louis County, or its successors; or (ii) as to any subdivision of the Property, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two—thirds (2/3) of the Lots in such subdivision by an appropriate instrument filed of record prior to the vacation of the plats of such subdivision as aforesaid. 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.

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IN WITNESS WHEREOF, the Trustees have executed this First Amendment and Restatement of Indenture of Trust and Restrictions for Westhampton Woods on this \_\_\_\_ day of September, 2008.

**TRUSTEES:**

  
Christopher Clark, Trustee

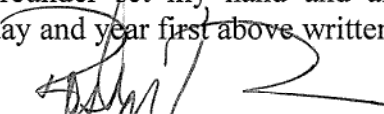
  
Megan Jun, Trustee

  
Theodore Scheff, Trustee

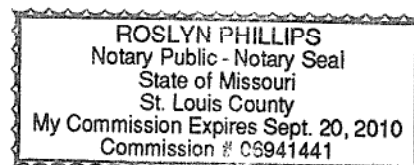
STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF ST. LOUIS    )

On this 12<sup>th</sup> day of September, 2008, before me personally appeared **CHRISTOPHER CLARK**, known to me to be the person described herein, who executed the foregoing instrument in his capacity as Trustee of Westhampton Woods, and who acknowledged that he executed the same as his free act and deed.

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

  
Notary Public

My Commission Expires: 9/20/2010



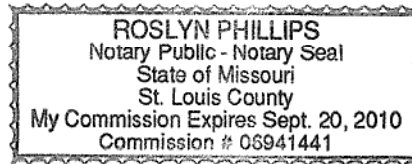
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 12 day of September, 2008, before me personally appeared **MEGAN JUN**, known to me to be the person described herein, who executed the foregoing instrument in her capacity as Trustee of Westhampton Woods, and who acknowledged that she executed the same as her free act and deed.

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

  
Notary Public

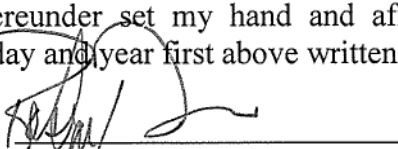
My Commission Expires: 9/20/2010



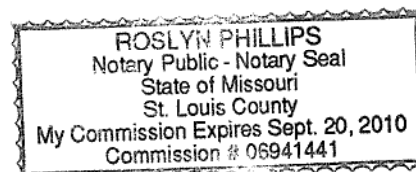
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 16 day of September, 2008, before me personally appeared **THEODORE SCHEFF**, known to me to be the person described herein, who executed the foregoing instrument in his capacity as Trustee of Westhampton Woods, and who acknowledged that he executed the same as his free act and deed.

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

  
Notary Public

My Commission Expires: 9/20/2010



## EXHIBIT A

## LEGAL DESCRIPTION

April 29, 1993

TWO

RE: Outboundary  
93-4311

A tract of land in Sections 23 and 26, Township 45 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the South line of property conveyed to Ruth T. Martin, et al. by deed recorded in Book 7852, Page 156 of the St. Louis County Records with the Northeast line of Eatherton Road, 60 feet wide - Missouri State Highway C; thence South 88 degrees 30 minutes 06 seconds East 1086.92 feet along the South line of said Martin property to the Southeast corner thereof; thence North 00 degrees 55 minutes 56 seconds East 388.57 feet along the East line of said Martin property to the Southwest corner of "Stonehenge Manor - Plat 2-A", a subdivision according to the plat thereof recorded as Daily No. 518 on November 13, 1985 in the St. Louis County Records; thence along the South and East boundary line of said "Stonehenge Manor - Plat 2-A" the following courses and distances: North 89 degrees 44 minutes 03 seconds East 1070.00 feet, North 74 degrees 56 minutes 23 seconds East 367.93 feet, North 66 degrees 39 minutes 16 seconds East 684.67 feet, North 80 degrees 31 minutes 49 seconds East 532.93 feet, and North 13 degrees 16 minutes 03 seconds East 414.26 feet to the Northeast corner of said "Stonehenge Manor - Plat 2-A"; being also a point on the East-West centerline of said Section 23; thence Eastwardly along said East-West centerline of Section 23, South 88 degrees 20 minutes 28 seconds East 20.09 feet and South 88 degrees 21 minutes 22 seconds East 1334.19 feet to the East line of said Section 23; being also a point on the West line of "Miller-Kent Subdivision", a subdivision according to the plat thereof recorded as Daily No. 166 on June 15, 1966 in the St. Louis County Records; thence Southwardly along said East line of said Section 23 and the West line of said "Miller-Kent Subdivision" and the West line of property conveyed to Mary Ann Meyerhoff, Trustee by deed recorded in Book 9103, Page 744 of the St. Louis County Records South 00 degrees 40 minutes 05 seconds West 1318.51 feet to the Northeast corner of property conveyed to Nark-Inc. by deed recorded in Book 8264, Page 88 of the St. Louis County Records; thence North 88 degrees 29 minutes 13 seconds West 676.50 feet along the North line of said Nark-Inc. property and the westwardly prolongation thereof to the Northeast corner of property conveyed to James K. Siebel and wife by deed recorded in Book 8350, Page 2419 of the St. Louis County Records; thence South 00 degrees 48 minutes 22 seconds West 1317.51 feet along the East line of said Siebel property to the Southeast corner thereof; said point being on the East-West dividing line between Section 23 and 26; thence North 88 degrees 44 minutes 13 seconds West 2003.81 feet along said dividing line to the Northeast corner of property now or formerly of St. Paul's Evangelical Lutheran Church of Orville by deed recorded in Book 5399, Page 33 of the St. Louis County Records; thence South 00 degrees 33 minutes 14 seconds West 1012.30 feet along the East line of said St. Paul's Evangelical Lutheran Church of Orville property to the Southeast corner thereof; thence North 88 degrees 44 minutes 04 seconds West 541.51 feet along the South line of said St. Paul's Evangelical Lutheran Church of Orville to a point; thence North 01 degrees 52 minutes 54 seconds West 246.48 feet to a point; thence North 25 degrees 52 minutes 54 seconds West 335.00 feet to a point; thence North 02 degrees 52 minutes 54 seconds West 275.00 feet to a point; thence North 23 degrees 07 minutes 06 seconds East 155.00 feet to a point; thence

EXHIBIT A

## LEGAL DESCRIPTION

April 29, 1993

TWO  
Page 2 of 2RE: Outboundary  
93-4311

along a curve to the right whose radius point bears North 23 degrees 07 minutes 06 seconds East 475.00 feet from the last mentioned point, a distance of 111.12 feet to a point on said East-West dividing line between Section 23 and 26; thence North 88 degrees 29 minutes 54 seconds West 588.30 feet and North 88 degrees 54 minutes 58 seconds West 214.86 feet along said dividing line to the Northeast line of Entherton Road - Missouri State Highway C; thence in a Northwestwardly direction along the said Northeast line of Entherton Road - Missouri State Highway C the following courses and distances: North 07 degrees 40 minutes 06 seconds West 142.00 feet, North 82 degrees 19 minutes 54 seconds East 18.00 feet, North 07 degrees 40 minutes 06 seconds West 15.00 feet, South 82 degrees 19 minutes 54 seconds West 18.00 feet, North 07 degrees 40 minutes 06 seconds West 55.00 feet, North 82 degrees 19 minutes 54 seconds East 14.00 feet, North 07 degrees 40 minutes 06 seconds West 15.00 feet, South 82 degrees 19 minutes 54 seconds East 14.00 feet, North 07 degrees 40 minutes 06 seconds West 60.54 feet, along a curve to the left whose radius point bears South 82 degrees 19 minutes 54 seconds West 1176.28 feet from the last mentioned point, a distance of 522.44 feet to the South line of property conveyed to Thomas J. Evers by deed recorded in Book 7333, Page 2160 of the St. Louis County Records; thence South 88 degrees 47 minutes 03 seconds East 446.29 feet along the South line of said Evers property to the Southeast corner thereof; thence North 00 degrees 55 minutes 56 seconds East 208.21 feet along the East line of said Evers property to the Northeast corner thereof; thence North 88 degrees 33 minutes 48 seconds West 629.41 feet along the North line of said Evers property to said Northeast line of Entherton Road - Missouri State Highway C; thence Northwestwardly along said Northeast line of Entherton Road - Missouri State Highway C the following courses and distances: along a curve to the left whose radius point bears South 43 degrees 13 minutes 27 seconds West 1176.28 feet from the last mentioned point, a distance of 66.91 feet, North 39 degrees 36 minutes 00 seconds East 15.00 feet, along a curve to the left whose radius point bears South 39 degrees 57 minutes 38 seconds West 1191.28 feet from the last mentioned point, a distance of 15.00 feet, South 39 degrees 36 minutes 00 seconds West 15.00 feet, along a curve to the left whose radius point bears South 39 degrees 14 minutes 05 seconds West 1176.28 feet from the last mentioned point, a distance of 58.01 feet, North 53 degrees 35 minutes 27 seconds West 242.85 feet, and along a curve to the left whose radius point bears North 36 degrees 24 minutes 33 seconds East 1116.28 feet from the last mentioned point, a distance of 198.92 feet to the point of beginning and containing 206.014 acres according to a survey by Volz Engineering & Surveying, Inc. during April, 1993.

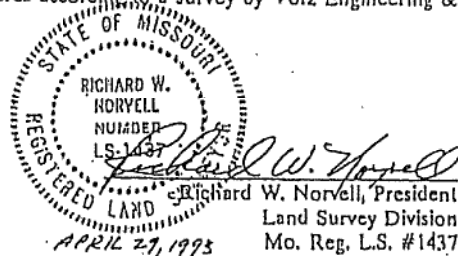




EXHIBIT B

EXAMPLE OF REAR FENCING

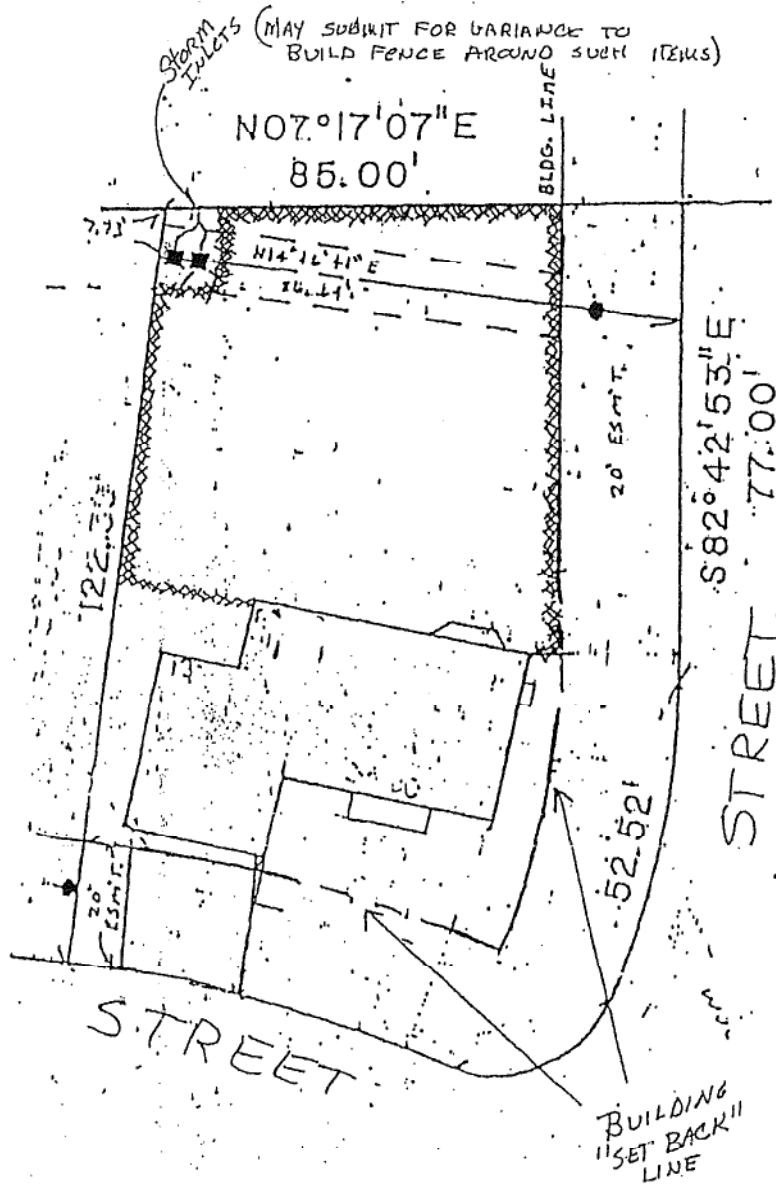


EXHIBIT "B" #1  
REAR FENCING,  
Corner Lot.

EXHIBIT B  
EXAMPLE OF REAR FENCING

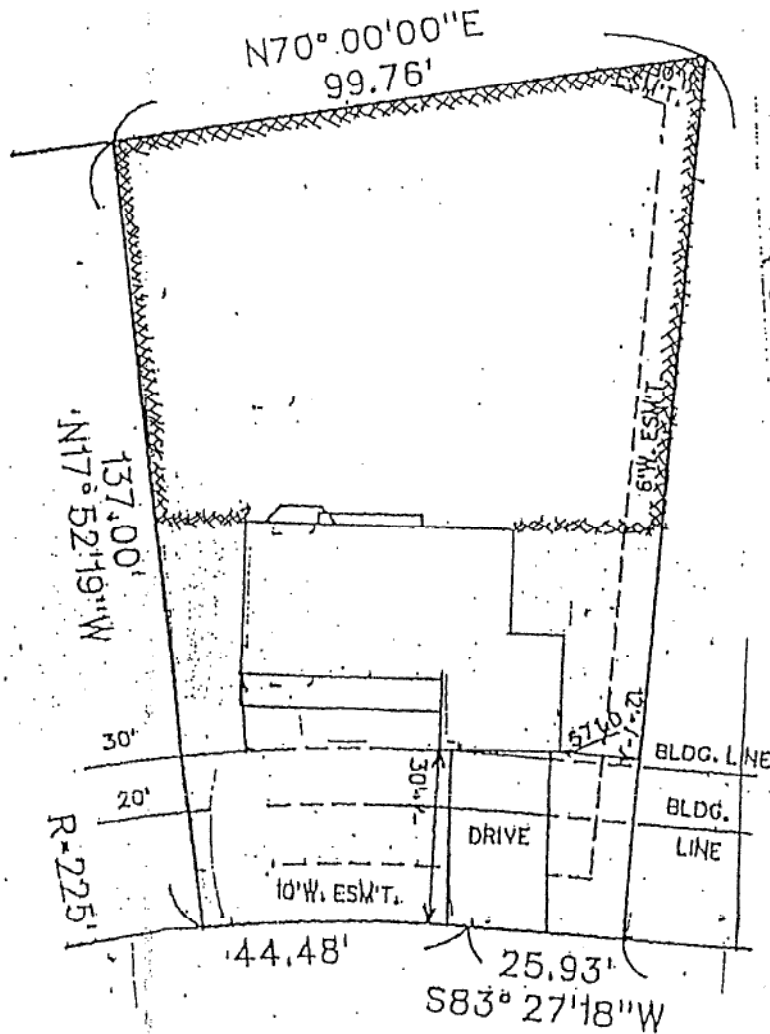


EXHIBIT "B" #2  
REAR FENCE STANDARD  
ACCEPTABLE LAYOUT.

EXHIBIT B

EXAMPLE OF REAR FENCING

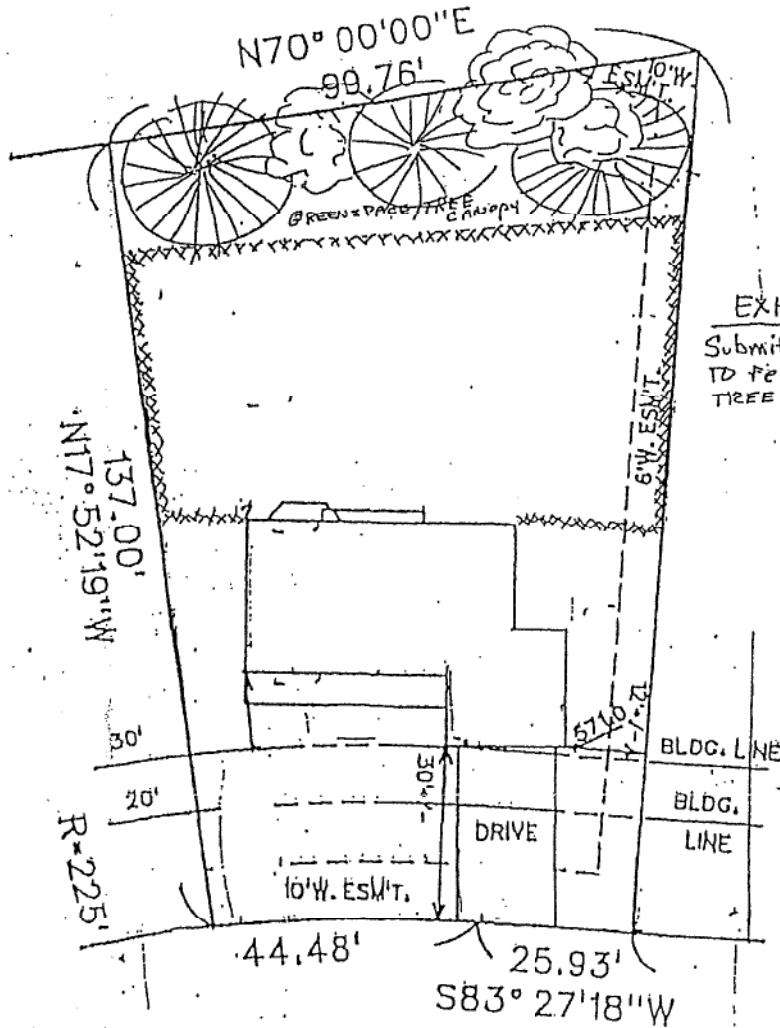
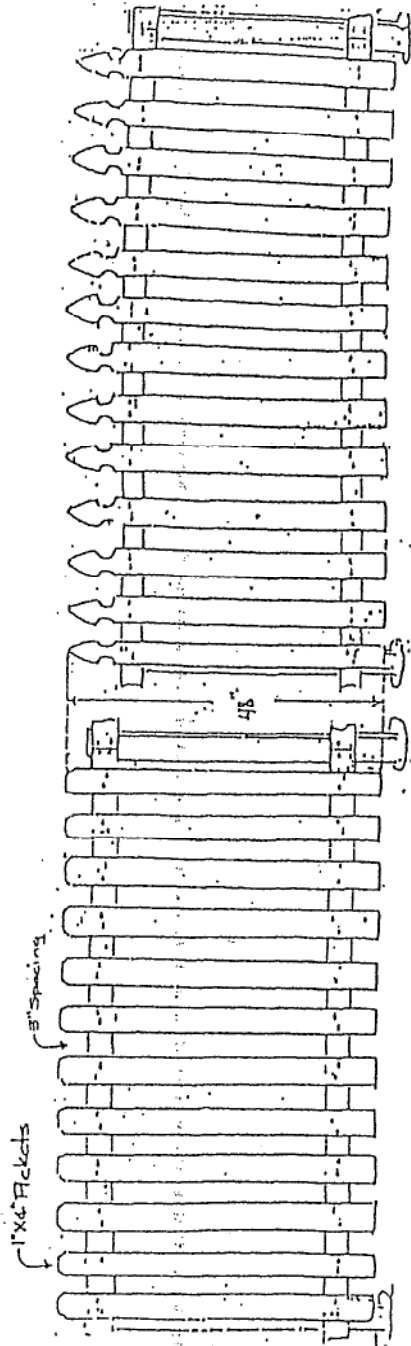
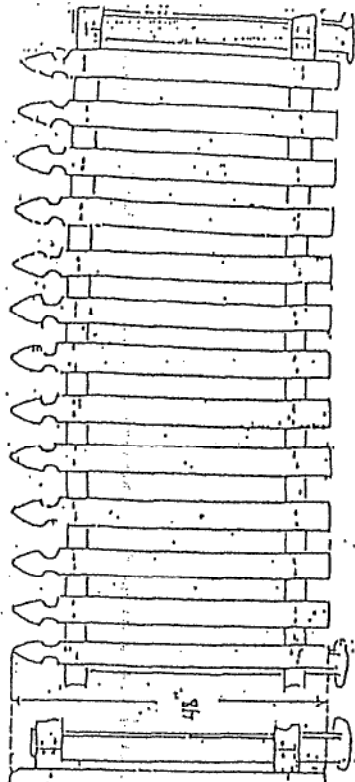


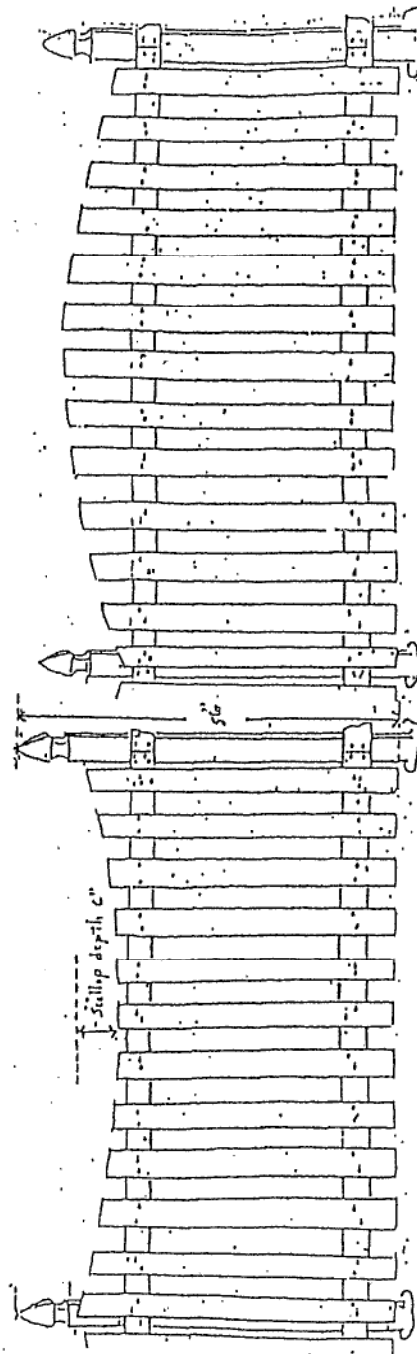
EXHIBIT C  
FENCING STYLES



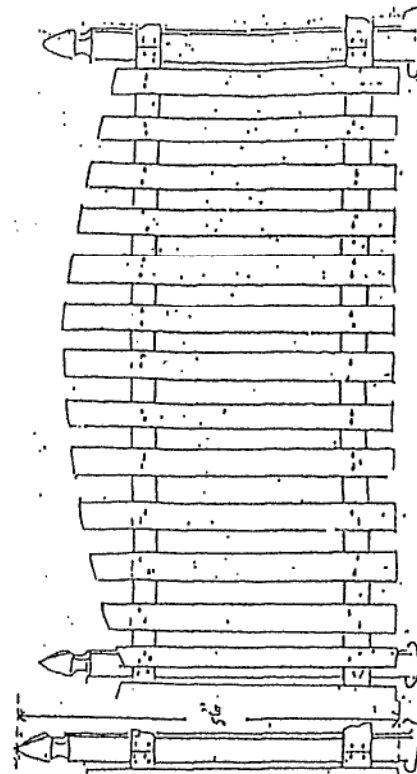
TYPE 1: 48" FOREST PARK STYLE PICKET



TYPE 2: FRENCH GOTHIC STYLE PICKET



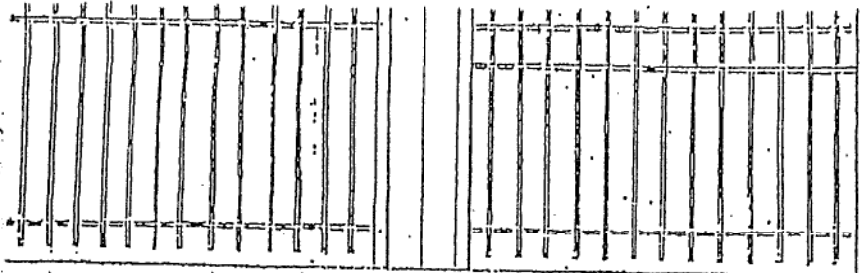
TYPE 3: SCALLOPED PICKET, 48" HIGH



TYPE 4: ARCHED PICKET, 48" HIGH

EXHIBIT D

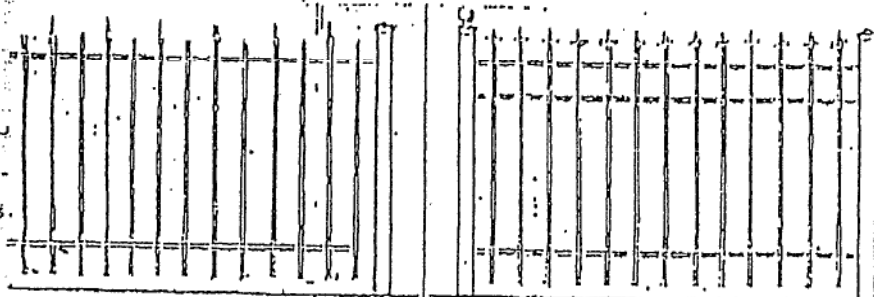
SWIMMING POOL FENCING



B-1

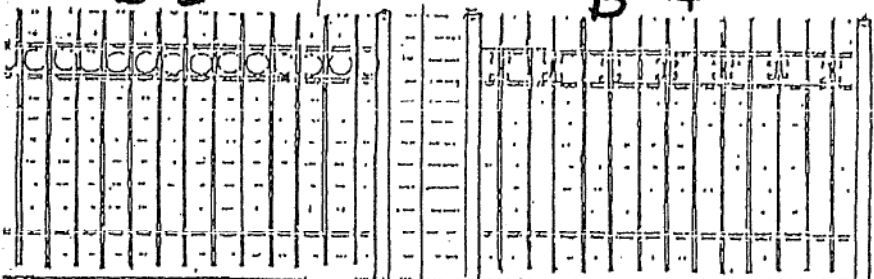
B-2

EXHIBIT "D"  
Wrought Iron  
Pool Fencing.  
Approved styles.



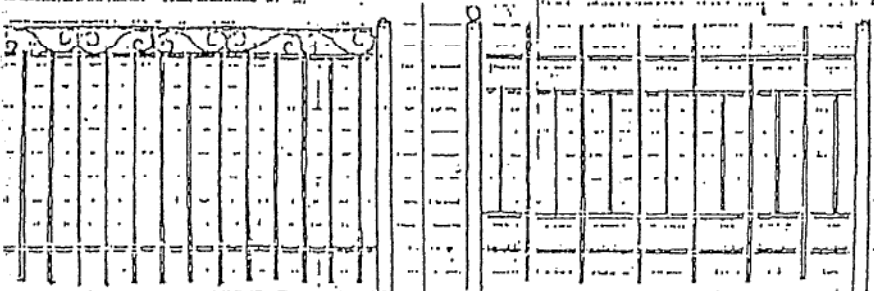
B-3

B-4



B-5

B-6



B-7

B-8

EXHIBIT E  
EXAMPLE OF DECKING

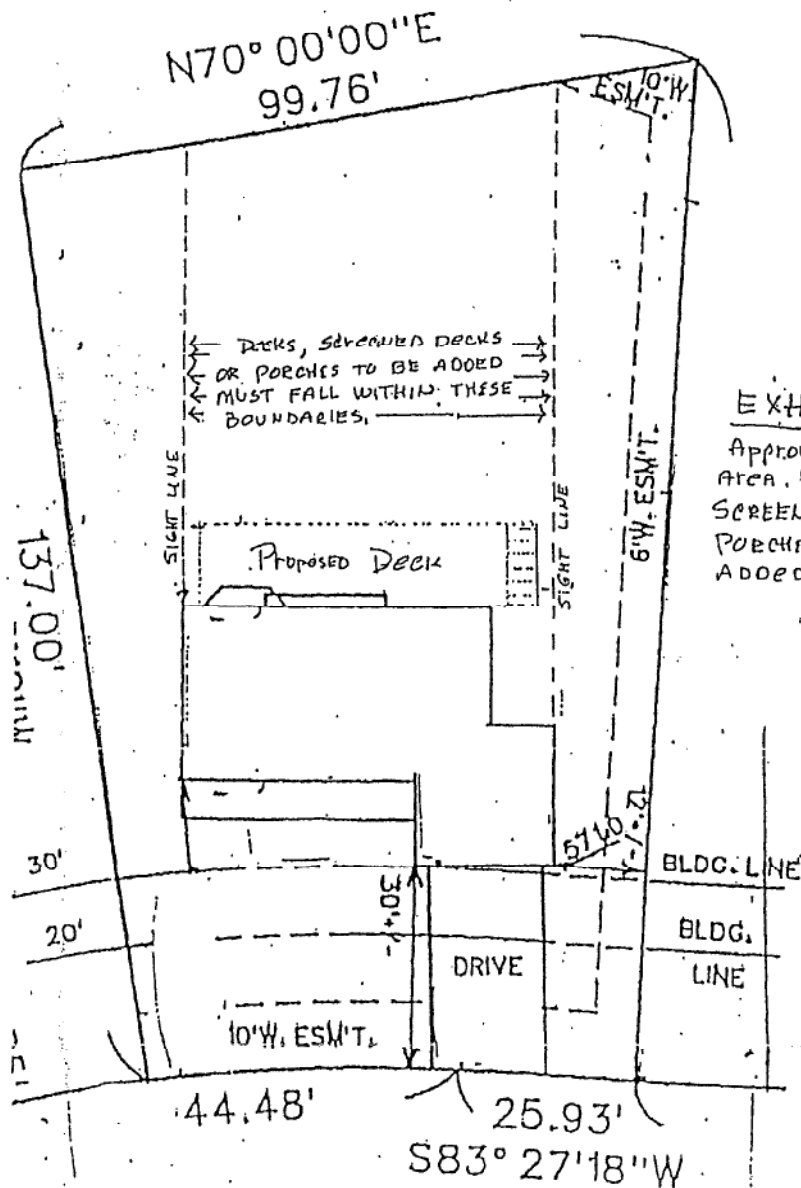


EXHIBIT "E"

Approved typical  
area for Deck,  
SCREENED DECK OR  
PORCHES TO BE  
ADDED.