

**THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION**

- Indenture of Trust
- Subindenture of Trust and Restrictions

Indentures of Trust Book 8055; Pages 1865 – 1890	January 1987
Subindentures of Trust and Restrictions Book 8055: Pages 1891-2008	January 1987
(first) Amendment to Indentures of Trust & Restrictions Book 8091; Pages 630-634	March 1987
First Amendment to Subindentures of Trust & Restrictions Book 8097: Pages 886-890	March 1987
(second) Amendment to Indentures of Trust Book 8154; Pages 1127-1128	June 1987
Second Amendment to Subindentures of Trust & Restrictions Book 8352; Pages 479-493	March 1988
Third Amendment to Indentures of Trust Book 8352; Pages 494-514	June 1988

**THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION**

Indenture of Trust

INDENTURE OF TRUST
THE HARBORS AT LAKE CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 22nd day of January, 1987, by and between J.L. Mason of Missouri, Inc. (“Mason”), a Missouri Corporation, Kingsway Homes, Inc. (“Kingsway”), a Missouri Corporation, J.R. Mayer Enterprises, Inc. (“Mayer”), a Missouri Corporation, Papin Builders, Inc. (“Papin”), a Missouri Corporation, Whitehirst Development Company (“Whitehirst”), a Missouri Corporation, and Domain Development Company (“Domain”), a Missouri Corporation, hereinafter collectively referred to as “First Parties”, and Lloyd L. Potts, G.J. Miller, J. Randall Mayer, Leonard Kiem, Sidney Librach, and Brian Oliver, all of St. Louis County, Missouri, hereinafter referred to as “Trustees”.

WITNESSETH THAT:

WHEREAS, Mason is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by reference; Kingsway is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit B attached hereto and incorporated herein by reference; Mayer is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit C attached hereto and incorporated herein by reference; Papin is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit D attached hereto and incorporated herein by reference; Whitehirst is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit E attached hereto and incorporated herein by reference; Domain is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit F attached hereto and incorporated herein by reference; and

WHEREAS, First Parties desire to jointly develop the real property described in Exhibits A through F hereof (collectively the “Properties”) as a mixed use development to be known as “The Harbors at Lake Chesterfield”, and

WHEREAS, the Properties are part of a Mixed Use Development District known as the Harbors at Lake Chesterfield, approved by the St. Louis County Council, by Ordinance No. 12,511, 1986, pursuant to Section 1003.157 SLCRO; and

WHEREAS, common land for park and recreational areas has been and will be reserved in the various plats of the Harbors at Lake Chesterfield and there has been and will be designated, established and recited on such plats certain streets, common land and easements which are for the exclusive use and benefit of the owners and occupants of the Harbors at Lake Chesterfield, 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 owners and occupants of The Harbors at Lake Chesterfield, and

WHEREAS, First Parties, being the owners of the Properties, desire to encumber the Properties with this Indenture; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the Properties, subdivided as aforesaid, and any additional property subjected hereto, 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 owners and occupants of The Harbors at Lake Chesterfield and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, are jointly and severally for the benefit of all persons who may purchase, own or occupy the Properties.

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, fore 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, living units and parcels of land in The Harbors of Lake Chesterfield, 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. “Common Ground” or “Common Land” or “Common Property” (or the plural of any thereof) shall mean and refer to all real property, held by the Trustees hereunder for the common use and enjoyment of the Owners, including, without limitation, open spaces, lakes, streets, paths, walkways, storm water (including retention basins) and sanitary sewers and drainage facilities, and other such facilities. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Harbors at Lake Chesterfield or that any such facilities will be constructed upon Common Ground.

2. “First Parties” shall mean and refer to Mason, Kingsway, Mayer, Papin, Whitehirst, and Domain, their respective successors and assigns, including any builder or developer who purchases any vacant Lots or parcels of land constituting a portion of the Properties.

3. “Indenture” shall mean and refer to this Indenture of Trust, The Harbors at Lake Chesterfield, St. Louis County, Missouri, as from time to time amended in accordance with the provisions thereof.

4. “Living Unit” shall mean and refer to any portion of a building on the Properties designed and intended fore independent residential use.

5. “Lot” shall mean and refer to any plot of land, with the exception of Common Ground, shown on any recorded subdivision plat of the Properties, whither designed and intended for residential or commercial purposes.

6. “Mixed Use Development District” 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 Properties, and shall have the meaning set forth in Section 1003.157 of the St. Louis County Revised Ordinances.

7. "Ordinance" shall mean and refer to St. Louis County Ordinance Number 12,511, 1986, as from time to time amended, and any additional ordinances which may be enacted by the St. Louis County Council zoning and and/or approving the development of the Additional Property (as hereinafter defined) should the Additional Property be made a part of the The Harbors at Lake Chesterfield and subjected hereto.

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 or Living Unit which is a part of the Properties, including contract sellers, but excluding those having such interests as security for the performance of an obligation and excluding First Parties.

9. "Properties" shall mean and refer to all that certain real property described on Exhibits A through F attached hereto and made a part hereof.

"Properties" shall also mean and refer to the tract of land described on Exhibit G attached hereto and made a part hereof by this reference (the "Additional Property") should the Additional Property be made a part of The Harbors of Lake Chesterfield and subjected to the terms and restrictions of this Indenture by written instrument recorded in the St. Louis County Records.

10. "Trustees" shall mean and refer to those persons designated in the preamble to this Indenture, and any persons named as additional Trustees hereunder by written instrument recorded in the St. Louis County Records in connection with the addition of the Additional Property to The Harbors at Lake Chesterfield and to the scope hereof, and their respective successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof.

ARTICLE II DURATION OF TRUST

The trust herein created shall continue until such time as all plats of the Properties constituting a portion of the Mixed Use Development District 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 and Living Units constituting a part of the Properties, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with conveyance or change of ownership of any Lot or Living Unit shall carry with it ownership in Common Property so that none of the Owners of Lots and Living Units 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 or Living Unit, and any sale of any Lot or Living Unit 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

RESERVATION OF EXPENDITURES

First Parties reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges, and expenses incurred with respect to the Properties.

ARTICLE IV

DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be Lloyd L. Potts, C.J. Miller, J. Randall Mayer, Leonard Kiem, Sidney Librach, and Brian Oliver, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should the Additional Property be made a part of The Harbors at Lake Chesterfield and subjected to the terms and restrictions of this Indenture, then Mason shall have the right, by written instrument recorded in the St. Louis County Records, to amend this Indenture to increase the number of Trustees hereunder to eight (8) and, by such instrument or by separate written instrument recorded in the St. Louis County Records, to designate two (2) additional original Trustees hereunder (for purposes of Section 2 of this Article IV, such additional Trustees are sometimes referred to as the "Additional Trustees"). Should an original Trustee or a successor Trustee appointed by First Parties pursuant hereto resign (except pursuant to the provisions of the following paragraph), refuse to act, become disabled, or die, First Parties shall have the power to appoint, by duly written, recorded instruments, a successor Trustee who shall serve until his successor is elected by the Lot and Unit Owners in the manner hereinafter provided.

2. Election of Trustees. The Properties are being developed as a Mixed Use Development consisting of no more than 172 single family residences, 492 multiple family units, 175,000 square feet of commercial shopping area, and 285,000 square feet of commercial office area. In order to assure equality in treatment and fair representation of the Owners of Lots and Living Unites in the Properties, at the times hereinafter specified, two (2) of the successor Trustees shall be elected by the Owners of single family residential Lots, and two (2) of the successor Trustees shall be elected by the Owners of the commercial (shopping and office) Lots. In the event Additional Property is made a part of The Harbors at Lake Chesterfield and subjected hereto and the number of Trustees serving hereunder is increased to eight (8), then the two (2) successor Trustees to the Additional Trustees shall be elected by the Owners of the Additional Property.

In accordance with and accomplishment of the foregoing, at such time as fifty percent (50%) of the multiple family Living Units authorized to be developed in the Properties (exclusive of the Living Units authorized to be developed in the Additional Property) by the aforesaid Ordinance have been sold and conveyed for residential use, First Parties shall cause the resignation of one of the original Trustees, and a successor Trustee shall be elected by the then Owners of the multiple family Living Units (exclusive of the Living Unites authorized to be developed in the Additional Property), who shall serve until such time as ninety-five percent (95%) of the total authorized

multiple family Living Units (exclusive of the Living Unites authorized to be developed in the Additional Property) have been sold, when First Parties shall cause the resignation of two (2) of the Trustees then serving hereunder, one of which shall be the Trustee elected by the multiple family Owners as hereinabove provided, and the then multiple family Owners shall elect a like number of successor Trustees, each of which (together with their successors) shall be elected to serve for three (3) years from the date of election.

In accordance with and accomplishment of the foregoing, at such time as fifty percent (50%) of the single family Lots authorized to be developed in the Properties by the aforesaid Ordinance shall have been sold and conveyed for residential use, First Parties shall cause the resignation of one of the original Trustees, and a successor Trustee shall be elected by the then Owners of the single family Lots, who shall serve until such time as ninety-five percent (95%) of the total authorized single family Lots have been sold, when First Party shall cause the resignation of two (2) of the Trustees then serving hereunder, one of which shall be an original Trustee and one of which shall be the Trustee elected by the single family Owners as hereinabove provided, and then single family Owners shall elect a like number of successor Trustees, each of which (together with their successors) shall be elected to serve for three (3) years from the date of election.

In accordance with and accomplishment of the foregoing, at such time as all of the commercial Lots authorized to be developed in the Properties have been sold and conveyed, First Parties shall cause the resignation of the two (2) of the original Trustees, and successor Trustees shall be elected by the Owners of the commercial Lots, who (together with their successors) shall serve for three (3) years from the date of election.

In accordance with and accomplishment of the foregoing, at such time as fifty percent (50%) of the multiple family Living Units authorized to be developed in the Additional Property by the aforesaid Ordinance have been sold and conveyed for residential use, First Parties shall cause the resignation of one of the original Additional Trustees, and a successor Trustee shall be elected by the then Owners of the multiple family Living Units in the Additional. Property, who shall serve until such time as ninety-five percent (95%) of the total authorized multiple family Living Units in the Additional Property have been sold, when First Parties shall cause the resignation of two (2) of the Trustees then serving hereunder, one of which shall be an original Additional Trustee and one of which shall be the Trustee elected by the multiple family Owners in the Additional Property as hereinabove provided, and the then multiple family Owners in the Additional Property shall elect a like number of successor Trustees, each of which (together with their successors) shall be elected to serve for three (3) years from the date of election.

3. Manners of Conducting Elections; Meetings of Owners. All elections by Owners shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) such Owners, sent by mail to or personally served upon all Owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Trustees. 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 who are entitled to vote upon the election of Trustees as provided in Section 2 of this, Article IV, 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 Owner

entitled to so vote, 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 or Living Unit. The result of such election 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 Properties may be transacted at any meeting of Owners called in conformity with the procedure described above.

4. Qualification of Trustees. Any Trustee elected by the Owners under the provisions of this Article shall be an Owner in the Properties, or officer or agent of a corporate Owner, and if such Owner sells his or her Lot or Living Unit or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successors may upon the petition of any concerned resident or Owner in the Properties appoint one or more Trustees to fill the vacancies until such time as Trustees are selected in accordance with this Indenture. Any person so appointed who is not a resident or Owner within the Properties shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Lots and Living Units and which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

ARTICLE V

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 the 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, lights, gates, Common Property, park areas, lakes, cul-de-sac islands, medians, entrance markers, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the various recorded plats of the Properties, 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 Living Units, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Properties. Without limiting the generality of the foregoing, the Trustees and/or the Metropolitan St. Louis Sewer District, its successors and

assigns, shall have the right to drain any lakes in the Properties as necessary and required to repair any sewer lines installed under such lakes.

3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of Owners and occupants of the Properties, 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 occupants, 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 occupants 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 Properties whenever such dedication would be accepted by a public agency, in the event that the recorded plats do not provide for public use and maintenance.

5. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property.

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 on 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 Properties, 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 trespass or any other act or any injury, abatement, removal or planting.

8. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, directors and officers insurance insuring the Trustees from time to time in office and 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.

9. 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.

10. 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 acquisitions 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 VI

SUBINDENTURES

CONDOMINIUMS AND MULTIPLE FAMILY PARCELS

1. Subindentures and Associations. Certain areas of the Properties may be developed for residential use, and may encompass common facilities not designed for use generally by the Owners. In such case, separate declarations or indentures subject and subordinate to this Indenture designating the portions of the Properties so involved will be recorded, and entities or associations (whether incorporated or not) separate and apart from the Trustees serving hereunder will be created for the ownership, maintenance and operation of such common facilities. In such cases, such common property shall be devoted to the common use and enjoyment solely of the Owners of Lots or Living Units within such parcels, and there may be established such additional covenants and restrictions as are necessary or appropriate for the parcels.

2. Association Membership. Every Owner of any Lot or Living Unit within an area developed as aforesaid shall automatically be a member of any association so established, and shall be entitled to vote as from time to time provided in the declaration for such parcel.

3. Common Facilities. Each association, or the trustees thereof if same is not incorporated, shall take title to and hold, maintain and improve for the common benefit of the members thereof such common facilities as from time to time may be conveyed to it; and each member shall have a right and easement of enjoyment in and to such common facilities and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit in the parcel.

4. Assessments. The Lots or Living Units within a parcel developed as aforesaid shall be subject to assessment as provided in the declaration or other instrument establishing the same, in addition to the assessments provided in Article IX hereof.

5. Exterior Maintenance. In addition to its duties, powers and authorities with respect to the common properties, each association, or the trustees thereof if same is not incorporated, may provided exterior maintenance as same may be provided therefore in the declaration of other instrument establishing the same.

ARTICLE VII

COMMON WALLS

Subject to the terms and provisions of any subindenture imposed pursuant to Article VI hereof, the maintenance, repair and replacement of common walls shall be assumed, undertaken and allocated in the following manner:

1. Each wall placed upon a dividing line between Living Units (hereinafter referred to as a “common wall”) shall, for purposes hereof, be deemed to constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair and maintenance of a common wall shall be shared on an equal basis by the Owners who make use thereof.

3. In the event any common wall is destroyed or damaged by fire, casualty or other cause (including ordinary wear and tear and deterioration from lapse of time) other than by reason of the act of any of the Owners being served thereby or the agents, guests or family members of such Owners, then, if such destruction or damage shall prevent the full use and enjoyment shall proceed forthwith to restore said common wall to as good condition as formerly existed, at their joint and equal expense.

4. In the event a common wall is destroyed or damaged by fire or other casualty which arises in a Living Unit served thereby or through the act of any Owner or the agents, guests or family members of any Owner served thereby, regardless of whether such act is negligent or otherwise culpable, so as to deprive the other Owners being served thereby of the full use and enjoyment of said common wall, then the first of such Owners shall forthwith proceed to restore the same to as good condition as formerly existed, without cost to the other Owners served by said common wall.

5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Living Unit and shall pass to such Owner’s successors in title.

ARTICLE VIII

SEWERS AND DRAINAGE FACILITIES

The maintenance, repair and replacement of the sewers and drainage facilities shall be assumed, undertaken and allocated in the following manner:

1. Trustees’ Responsibility. 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 Properties.

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 or Living Unit, provided, however, in the event that any portion of the Properties is developed as a condominium or for other multiple-family use as provided in Article VII hereof, the declaration or other instrument (subindenture) pursuant to which developed may provide for the association, or the trustees thereof if unincorporated, established pursuant thereto to assume such responsibility.

ARTICLE IX

ASSESSMENTS

1. General. First Parties, for each Lot and Living Unit within the Properties, hereby covenant, and each Owner of any Lot or Living Unit 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 as hereinafter provided, shall be a charge on and continuing lien against the Lot or Living Unit against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot or Living Unit 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 Owners and occupants in the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvement, maintenance and operation of the Common Property and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacement and addition 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 six hundred Dollars (\$600.00) per Lot and four hundred Dollars (\$400.00) per Living Unit, 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 – United States All Items Figure as published by the United States Department of Labor Statistics as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. 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. Notwithstanding any provision of this Subindenture to the contrary, in no event shall the annual assessment or any special assessment under this Article levied against a Living Unit exceed Sixty Six and Two-Thirds percent (66 2/3%) of the same such assessment levied against a Lot hereunder.

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 (but not the ratio between Lots and Living Units) provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the votes of Owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all 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 or Living Unit 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 uniform annual assessments in a maximum amount equal to five percent (5%) of the annual assessment upon and against each Lot and Living Unit for the purpose of maintaining or repairing storm water storage; disposal or sewer facilities located within the Properties; 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. The assessment under this Section 4 shall be assessed and collected in the same manner as the assessments under Section 3 hereof.

5. Special Assessments. If at any time the Trustees consider is 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 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, 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 as set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 6. 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 or Living Unit 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 or Living Unit 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 floating rate of prime interest charged by Mercantile Bank National Association to its best and most creditworthy customers from the date of delinquency and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot or Living Unit against which it is assessed until the amount, together with the interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot or Living Unit) 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 or Living Unit with respect to which assessments have become due and payable prior to a sale or transfer of such Lot or Living Unit pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot or Living Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. 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 as defined in Article I hereof.
- (ii) All properties exempted from taxation under the laws of the State of Missouri.
- (iii) All Lots or Living Units owned by First Parties before title to the Lot or Living Unit has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease or tenancy affecting the Lot or Living Unit.

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 or any municipality of which the Properties may become a part, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Deficiencies. In the event funds on deposit with the Trustees are at any time insufficient for the purposes of this Subindenture, the Trustees shall have authority to borrow monies for such purposes, including loans from First Parties, and to repay such loans out of future revenues and collections of the Trustees. The Trustees may deliver evidences of any such indebtedness, and may secure any such loans by lien (mortgage or deed of trust or otherwise) upon the Common Property. Any such loans, including loans from First Parties, may bear interest at commercially reasonable rates.

ARTICLE X

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture for the Properties:

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 from time to time serving hereunder, except Trustees appointed pursuant to Article IV, Section 4 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture. The Owners shall indemnify and hold the Trustees harmless from and against any and all liability, loss, damage, cost and expense, including reasonable attorneys fees and court costs, which the Trustees may suffer or incur solely by reason of their being Trustees hereunder or by reason of any action taken by the Trustees in good faith believed to be in the best interests of the Owners.

3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Properties 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 be amended, modified or changed from time to time by First Parties by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment, modification or change so adopted prior to completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri. Without limiting the generality of the foregoing, this Indenture may be amended at any time and from time to time by Mason to add all or any portion of the Additional Property to the Harbors at Lake Chesterfield and to subject all or any portion of the Additional Property to the terms and restrictions herein contained by recording an instrument of amendment in the St. Louis County Records; upon the recording of such amendment, the applicable provisions of this Indenture relating to increase in the number of Trustees hereunder shall become operative. From and after completion of the development, the provisions herein may 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 shall reduce or modify the obligations or right 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 Director of Planning of St. Louis County.

5. 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 St. Louis County and the St. Louis County Department of Highways and Traffic.

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

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

8. Assignment of First Parties' Rights. The rights, powers and obligations granted to First Parties may be assigned or transferred by First Parties, or any of them, in whole or in part, to any person or entity to whom First Parties, or any of them, sell, transfer or assign any of the Lots or Living Units in the Properties.

9. 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 Properties for a term which is the longer of : (i) thirty (30) years from the date of recordation of this Indenture, after which the 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 and Living Units 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 Properties constituting a portion of the Mixed Use Development District by the County of St. Louis, Missouri, or its successors; (ii) as to any subdivision of the Properties, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots and Living Units 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.

IN WITNESS WHEREOF, First Parties have executed this Indenture this 22nd day of January, 1987.

FIRST PARTIES

J.L. MASON OF MISSOURI, INC.

BY: SIGNATURE
Lawrence J. Maynes, President
KINGSWAY HOMES, INC.

BY: SIGNATURE
Leonard Kiem, President
J.R. MAYER ENTERPRISES, INC.

BY: SIGNATURE
J. Randall Mayer, President

**THE HARBORS AT LAKE CHESTERFIELD HOMEOWNERS
ASSOCIATION**

Subindenture of Trust and Restrictions

**SUBINDENTURE OF TRUST AND RESTRICTIONS
THE HARBORS AT LAKE CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI**

THIS SUBINDENTURE, made and entered into this 22nd day of January, 1987, by and between J.L. Mason of Missouri, Inc. (“Mason”), a Missouri Corporation, Kingsway Homes, Inc. (“Kingsway”), a Missouri Corporation, J.R. Mayer Enterprises, Inc. (“Mayer”), a Missouri Corporation, Papin Builders, Inc. (“Papin”), a Missouri Corporation, Whitehirst Development Company (“Whitehirst”), a Missouri Corporation, and Domain Development Company (“Domain”), a Missouri Corporation, hereinafter collectively referred to as “First Parties”, and Lloyd L. Potts, G.J. Miller, J. Randall Mayer, Leonard Kiem, Sidney Librach, and Brian Oliver, all of St. Louis County, Missouri, hereinafter referred to as “Trustees”.

WITNESSETH THAT:

WHEREAS, Mason is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by reference; Kingsway is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit B attached hereto and incorporated herein by reference; Mayer is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit C attached hereto and incorporated herein by reference; Papin is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit D attached hereto and incorporated herein by reference; Whitehirst is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit E attached hereto and incorporated herein by reference; Domain is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit F attached hereto and incorporated herein by reference; and

WHEREAS, First Parties desire to jointly develop the real property described in Exhibits A through F hereof (collectively the “Properties”) as a mixed use development to be known as “The Harbors at Lake Chesterfield”, and

WHEREAS, the Properties are part of a Mixed Use Development District known as the Harbors at Lake Chesterfield, approved by the St. Louis County Council, by Ordinance No. 12,511, 1986, pursuant to Section 1003.157 SLCRO; and

WHEREAS, an Indenture of Trust, The Harbors at Lake Chesterfield, St. Louis County, Missouri, covering the entirety of the Mixed Use Development District, has been recorded in the St. Louis County Records as Daily No. 784 on the 26th day of January, 1987, which such Indenture contemplates and permits the filing of subindentures encumbering the multiple family or single family components of the Mixed Use Development District; and

WHEREAS, common land for park and recreational areas has been and will be reserved in the various plats of the Harbors at Lake Chesterfield and there has been and will be 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 Harbors at Lake Chesterfield, 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 Harbors at Lake Chesterfield, and

WHEREAS, First Parties, being the owners of the Properties, desire to encumber the Properties with this Subindenture; and

WHEREAS, it is the purpose and intention of this Subindenture to preserve the Properties, subdivided as aforesaid, and any additional property subjected hereto, as a restricted neighborhood and to protect the same against certain uses by the adoption of this Subindenture, and to apply the plan contained in this Subindenture to all of said land described herein, including all common land, and mutually to benefit, guard and restrict future owners and occupants of The Harbors at Lake Chesterfield and to foster their health, welfare 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 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, living units and parcels of land in The Harbors of Lake Chesterfield, 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, held by the Trustees hereunder for the common use and enjoyment of the Owners, including, without limitation, parks, open spaces, lakes, playgrounds, streets, paths, walkways, clubhouses, swimming pools, tennis courts, storm water (including retention basins) and sanitary sewers and drainage facilities, and other such facilities. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Harbors at Lake Chesterfield or that any such facilities will be constructed upon Common Ground.
3. “First Parties” shall mean and refer to Mason, Kingsway, Mayer, Papin, Whitehirst, and Domain, their respective successors and assigns, including any builder or developer who purchases any vacant Lots or parcels of land constituting a portion of the Properties for the purpose of building single-family detached residences or multiple-family Living Units thereon for sale to third persons.
4. “Indenture” shall mean and refer to this Indenture of Trust, The Harbors at Lake Chesterfield, St. Louis County, Missouri, dated of even date herewith and recorded on January 26, 1987 as Daily No. 784 in the St. Louis County Records, as from time to time amended in accordance with the provisions thereof.

5. "Living Unit" shall mean and refer to any portion of a building on the Properties designed and intended fore independent residential use.

6. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on any recorded subdivision plat of the Properties and subdivided for single-family purposes.

7. "Mixed Use Development District" 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 Properties, and shall have the meaning set forth in Section 1003.157 of the St. Louis County Revised Ordinances.

8. "Ordinance" shall mean and refer to St. Louis County Ordinance Number 12,511, 1986, as from time to time amended, and any additional ordinances which may be enacted by the St. Louis County Council zoning and and/or approving the development of the Additional Property (as hereinafter defined) should the Additional Property be made a part of The Harbors at Lake Chesterfield and subjected hereto.

9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of the Properties, including contract sellers, but excluding those having such interests as security for the performance of an obligation and excluding First Parties.

10. "Properties" shall mean and refer to all that certain real property described on Exhibits A through F attached hereto and made a part hereof.

"Properties" shall also mean and refer to the tract of land described on Exhibit G attached hereto and made a part hereof by this reference (the "Additional Property") should the Additional Property be made a part of The Harbors of Lake Chesterfield and subjected to the terms and restrictions of this Indenture by written instrument recorded in the St. Louis County Records.

11. "Subindenture" shall mean and refer to this Subindenture of Trust and Restrictions, The Harbors at Lake Chesterfield, St. Louis County, Missouri, as from time to time amended.

12. "Trustees" shall mean and refer to those persons designated in the preamble to this Indenture, and any persons named as additional Trustees hereunder by written instrument recorded in the St. Louis County Records in connection with the addition of the Additional Property to The Harbors at Lake Chesterfield and to the scope hereof, and their respective successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof.

ARTICLE II DURATION OF TRUST

The trust herein created shall continue until such time as all plats of the Properties constituting a portion of the Mixed Use Development District 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 and Living Units constituting a part of

the Properties, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots or Living Units in said plats, and any conveyance or change of ownership of any Lot or Living Unit shall carry with it ownership in Common Property so that none of the Owners of Lots and Living Units 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 or Living Unit, and any sale of any Lot or Living Unit 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

RESERVATION OF EXPENDITURES

First Parties reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges, and expenses incurred with respect to the Properties.

ARTICLE IV

DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be Lloyd L. Potts, C.J. Miller, J. Randall Mayer, Leonard Kiem, Sidney Librach, and Brian Oliver, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should the Additional Property be made a part of The Harbors at Lake Chesterfield and subjected to the terms and restrictions of this Subindenture, then Mason shall have the right, by written instrument recorded in the St. Louis County Records, to amend this Subindenture to increase the number of Trustees hereunder to eight (8) and, by such instrument or by separate written instrument recorded in the St. Louis County Records, to designate two (2) additional original Trustees hereunder (for purposes of Section 2 of this Article IV, such additional Trustees are sometimes referred to as the "Additional Trustees"). Should an original Trustee or a successor Trustee appointed by First Parties pursuant hereto resign (except pursuant to the provisions of the following paragraph), refuse to act, become disabled, or die, First Parties shall have the power to appoint, by duly written, recorded instruments, a successor Trustee who shall serve until his successor is elected by the Lot and Unit Owners in the manner hereinafter provided.

2. Election of Trustees. At such time as fifty percent (50%) of the total Lots and Living Units authorized to be developed in the Properties by the Ordinance have been sold and conveyed for residential use, First Parties shall cause the resignation of one-third (1/3) of the original Trustees, and successor Trustees therefore shall be elected by the then Owners at a meeting duly called by First Parties upon not less than ten (10) nor more than thirty (30) days prior written notice. At such time as ninety-five percent (95%) of the total authorized Lots and Living Units have been sold and conveyed, First Parties shall cause the resignation of one-half (1/2) of the remaining original Trustees then serving hereunder, and successor Trustees therefore shall be elected by the then Owners at a meeting duly called in the manner set forth above. At such time

as all of the authorized Lots and Living Units have been sold and conveyed, First Parties shall cause the resignation of all of the Trustees then serving hereunder, whether original Trustees or elected as hereinabove provided, and the then Owners shall elect a like number of successor Trustees, two (2) [three (3) if the Additional Property has been subjected hereto] of which shall be elected to serve for one (1) year, and two (2) [three (3) if the Additional Property has been subjected hereto] of which shall be elected to serve for two (2) years and two (2) 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. Notwithstanding any provision herein to the contrary, all elections of successor Trustees hereunder shall be conducted in such a fashion that fifty percent (50%) of such successors are at all time elected by the Lot Owners and fifty percent (50%) thereof are elected by the Living Unit Owners, and only those Owners (Lot or Living Unit) whose representative or representatives are to be elected shall be entitled to vote in any election called for such purposes.

3. Manners of Conducting Elections; Meetings of Owners. All elections by Owners shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) such Owners, sent by mail to or personally served upon all Owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Trustees. 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 who are entitled to vote upon the election of Trustees as provided in Section 2 of this, Article IV, 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 Owner entitled to so vote, 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 or Living Unit. The result of such election 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 Properties may be transacted at any meeting of Owners called in conformity with the procedure described above.

4. Qualification of Trustees. Any Trustee elected by the Owners under the provisions of this Article shall be an Owner in the Properties, or officer or agent of a corporate Owner, and if such Owner sells his or her Lot or Living Unit or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successors may upon the petition of any concerned resident or Owner in the Properties appoint one or more Trustees to fill the vacancies until such time as Trustees are selected in accordance with this Subindenture. Any person so appointed who is not a resident or Owner within the Properties shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Lots and Living Units and which fee shall not be subject to any limitations on special assessments contained in this Subindenture or elsewhere.

ARTICLE V

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 the and subject to the provisions of this Subindenture, 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, lights, gates, Common Property, park areas, lakes, cul-de-sac islands, medians, entrance markers, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the various recorded plats of the Properties, 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 Living Units, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Properties. Without limiting the generality of the foregoing, the Trustees and/or the Metropolitan St. Louis Sewer District, its successors and assigns, shall have the right to drain any lakes in the Properties as necessary and required to repair any sewer lines installed under such lakes.

3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of Owners and occupants of the Properties, 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 occupants, 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 occupants 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 Properties whenever such dedication would be accepted by a public agency, in the event that the recorded plats do not provide for public use and maintenance.

5. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property.

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 Properties, 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 manner trespass or any other act or any injury, abatement, removal or planting.

8. Plans and Specifications. As more specifically provided in Article VI hereof, 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 in the Properties, proposed additions to such buildings or alterations in the external appearance of buildings already constructed.

9. Deposits. From and after the conveyance of a Lot, Living Unit or parcel of land in the Properties by First Parties, to require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis courts, or other structure in the Properties 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. Nothing herein contained shall be deemed to authorize the trustees to require any deposit in connection with any development or construction performed or conducted upon the Properties by or on behalf of First Parties.

10. Rules and Regulations. To establish rules and regulations for the operation of the recreational facilities, tennis courts and swimming pool, if the same are provided in Common Property and to employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for such guests.

11. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, directors and officers insurance insuring the Trustees from time to time in office and 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.

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

13. 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 acquisitions 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 VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after the conveyance of an improved Lot or Living Unit by First Parties, no building, fence, wall or other structure, swimming pool or tennis courts, outside television or radio antennae or satellite receiving dish shall be commenced, erected or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and locations in relation to surrounding structures and topography by the Trustees, or by an architectural committee composed of five (5) or more representatives appointed by the Trustees. 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 and location within forty-five (45) 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.

It is the intent of this Subindenture that all buildings and structures within the Properties shall be constructed of attractive exterior materials of high quality. In its review of submissions the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the written consent of the Architectural Control Committee.

ARTICLE VII

SUBINDENTURES

CONDOMINIUMS AND MULTIPLE FAMILY PARCELS

1. Subindentures and Associations. Certain areas of the Properties may be developed as condominiums or other form of multiple family residences, and may encompass common facilities not designed for use generally by the Owners. In such case, a separate declarations or indenture subject and subordinate to this Subindenture designating the portion of the Properties so involved will be recorded, and entities or associations (whether incorporated or not) separate and apart from the Trustees serving hereunder will be created for the ownership, maintenance and

operation of such common facilities. In such cases, such common property shall be devoted to the common use and enjoyment solely of the Owners of Lots or Living Units within such parcel, and there may be established such additional covenants and restrictions as are necessary or appropriate for the parcel.

2. Association Membership. Every Owner of any Lot or Living Unit within an area developed as aforesaid shall automatically be a member of any association so established, and shall be entitled to vote as from time to time provided in the declaration for such parcel.

3. Common Facilities. Each association, or the trustees thereof if same is not incorporated, shall take title to and hold, maintain and improve for the common benefit of the members thereof such common facilities as from time to time may be conveyed to it; and each member shall have a right and easement of enjoyment in and to such common facilities and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit in the parcel.

4. Assessments. The Lots or Living Units within a parcel developed as aforesaid shall be subject to assessment as provided in the declaration or other instrument establishing the same, in addition to the assessments provided in Article X hereof.

5. Exterior Maintenance. In addition to its duties, powers and authorities with respect to the common properties, each association, or the trustees thereof if same is not incorporated, may provided exterior maintenance as same may be provided therefore in the declaration of other instrument establishing the same.

ARTICLE VIII COMMON WALLS

Subject to the terms and provisions of any subindenture imposed pursuant to Article VII hereof, the maintenance, repair and replacement of common walls shall be assumed, undertaken and allocated in the following manner:

1. Each wall placed upon a dividing line between Living Units (hereinafter referred to as a "common wall") shall, for purposes hereof, be deemed to constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair and maintenance of a common wall shall be shared on an equal basis by the Owners who make use thereof.

3. In the event any common wall is destroyed or damaged by fire, casualty or other cause (including ordinary wear and tear and deterioration from lapse of time) other than by reason of the act of any of the Owners being served thereby or the agents, guests or family members of such Owners, then, if such destruction or damage shall prevent the full use and enjoyment shall proceed forthwith to restore said common wall to as good condition as formerly existed, at their joint and equal expense.

4. In the event a common wall is destroyed or damaged by fire or other casualty which arises in a Living Unit served thereby or through the act of any Owner or the agents, guests or

family members of any Owner served thereby, regardless of whether such act is negligent or otherwise culpable, so as to deprive the other Owners being served thereby of the full use and enjoyment of said common wall, then the first of such Owners shall forthwith proceed to restore the same to as good condition as formerly existed, without cost to the other Owners served by said common wall.

5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Living Unit and shall pass to such Owner's successors in title.

ARTICLE IX

SEWERS AND DRAINAGE FACILITIES

The maintenance, repair and replacement of the sewers and drainage facilities shall be assumed, undertaken and allocated in the following manner:

1. Trustees' Responsibility. 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 Properties.

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 or Living Unit, provided, however, in the event that any portion of the Properties is developed as a condominium or for other multiple-family use as provided in Article VII hereof, the declaration or other instrument (subindenture) pursuant to which developed may provide for the association, or the trustees thereof if unincorporated, established pursuant thereto to assume such responsibility.

ARTICLE X

ASSESSMENTS

1. General. First Parties, for each Lot and Living Unit within the Properties, hereby covenant, and each Owner of any Lot or Living Unit 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 as hereinafter provided, shall be a charge on and continuing lien against the Lot or Living Unit against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot or Living Unit 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 Owners and occupants in the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition,

improvement, maintenance and operation of the Common Property and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacement and addition 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 six hundred Dollars (\$600.00) per Lot and four hundred Dollars (\$400.00) per Living Unit, 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 – United States All Items Figure as published by the United States Department of Labor Statistics as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. 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. Notwithstanding any provision of this Subindenture to the contrary, in no event shall the annual assessment or any special assessment under this Article levied against a Living Unit exceed Sixty Six and Two-Thirds percent (66 2/3%) of the same such assessment levied against a Lot hereunder.

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 (but not the ratio between Lots and Living Units) provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the votes of Owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all 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 or Living Unit 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. Recreational Facilities. In addition to the uniform annual assessment authorized in Section 3 hereof, the Trustees may, should a recreation facility and/or a swimming pool be located in the Properties or available for use by the residents of the Properties, levy uniform annual assessments against the Lots and Living Units for maintenance and operation of such recreational facility and/or swimming pool, PROVIDED, HOWEVER, that no such assessments shall be levied until the facility and/or pool have been completed and no part of such assessments shall be expended in payment for the original construction; and, PROVIDED FURTHER, that any such assessments against the Lots and Living Units shall observe the ratios established in Section 3 of this Article X. All Lots and Living Units shall be liable for the aforesaid assessments and non-use of said recreational facilities by the Owner of any such Lot or Living Unit shall not excuse or exempt said Lot or Living Unit from payment of such assessment. Notwithstanding any provision contained elsewhere in this Subindenture to the contrary, the Trustees shall have the right to offer

occupants of any portions of the property included in the Mixed Use Development District (other than occupants of the Properties) memberships in and the right to use any such recreational facilities, and shall charge such occupants such reasonable fees therefore as the Trustees, may, in their discretion, determine.

5. Storm Water Facilities. In addition to the foregoing, the Trustees are authorized to make separate uniform annual assessments in a maximum amount equal to five percent (5%) of the annual assessment upon and against each Lot and Living Unit for the purpose of maintaining or repairing storm water storage; disposal or sewer facilities located within the Properties; 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. The assessment under this Section 4 shall be assessed and collected in the same manner as the assessments under Section 3 hereof.

6. Special Assessments. If at any time the Trustees consider is 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 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, 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 as set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 6. 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.

7. Prorations. Should a Lot or Living Unit 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 or Living Unit shall be charged with a portion of the assessment prorated for the balance of that year.

8. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time floating rate of prime interest charged by Mercantile Bank National Association to its best and most creditworthy customers from the date of delinquency and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot or Living Unit against which it is assessed until the amount, together with the interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot or Living Unit) 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 or Living Unit with respect to which assessments have become due and payable prior to a sale or transfer of such Lot or Living Unit pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot or Living Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term “mortgage” or “mortgages” shall include deed or deeds of trust.

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

- (i) All Common Property as defined in Article I hereof.
- (ii) All properties exempted from taxation under the laws of the State of Missouri.
- (iii) All Lots or Living Units owned by First Parties before title to the Lot or Living Unit has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease or tenancy affecting the Lot or Living Unit.

10. 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.

11. 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 or any municipality of which the Properties may become a part, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

12. Deficiencies. In the event funds on deposit with the Trustees are at any time insufficient for the purposes of this Subindenture, the Trustees shall have authority to borrow monies for such purposes, including loans from First Parties, and to repay such loans out of future revenues and collections of the Trustees. The Trustees may deliver evidences of any such indebtedness, and may secure any such loans by lien (mortgage or deed of trust or otherwise) upon the Common Property. Any such loans, including loans from First Parties, may bear interest at commercially reasonable rates.

ARTICLE IX RESTRICTIONS

1. Building Use. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.

2. 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.

3. Commercial Use. No commercial activities of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by First Party, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

4. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

5. 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.

6. 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.

7. 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 are 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 sold judgment) or annoyance to the neighborhood is prohibited.

8. Trucks, Boats, Etc. No trucks or commercial vehicles, boats, motorcycles, campers, recreational vehicles, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot 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.

9. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as 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.

10. 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.

11. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by First Parties in connection with the development of the Properties and the sale or rental of homes therein.

12. Garbage. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above-ground receptacle is approved by the Architectural Control Committee.

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

14. 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 Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Properties. 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 Properties.

15. 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 St. Louis County and the St. Louis County Department of Highways and Traffic.

16. Fences. No fences or screening of any kind shall be erected or maintained on any Lot between the rear of any building erected upon the Lot and the street upon which such Lot fronts. Fences may be maintained on other portions of the Lots only with written consent of the Architectural Control Committee as to location, material and height, and the decision of such committee to approve or reject a fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Trustees on the Common Ground.

17. Television Antennae. No exterior television or radio antennae, towers, satellite dishes, or similar structures will be allowed on any Lot in the Properties without the prior written consent of the Trustees, which consent shall not be given without unanimous approval of the Trustees.

ARTICLE XI

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture for the Properties:

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 from time to time serving hereunder, except Trustees appointed pursuant to Article IV, Section 4 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture. The Owners shall indemnify and hold the Trustees harmless from and against any and all liability, loss, damage, cost and expense, including reasonable attorneys fees and court costs, which the Trustees may suffer or incur solely by reason of their being Trustees hereunder or by reason of any action taken by the Trustees in good faith believed to be in the best interests of the Owners.

3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Properties 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 be amended, modified or changed from time to time by First Parties by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment, modification or change so adopted prior to completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri. Without limiting the generality of the foregoing, this Subindenture may be amended at any time and from time to time by Mason to add all or any portion of the Additional Property to the Harbors at Lake Chesterfield and to subject all or any portion of the Additional Property to the terms and restrictions herein contained by recording an instrument of amendment in the St. Louis County Records; upon the recording of such amendment, the applicable provisions of this Subindenture relating to increase in the number of Trustees hereunder shall become operative. From and after completion of the development, the provisions herein may 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 right 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 Director of Planning of St. Louis County.

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

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

7. Assignment of First Parties' Rights. The rights, powers and obligations granted to First Parties may be assigned or transferred by First Parties, or any of them, in whole or in part, to any person or entity to whom First Parties, or any of them, sell, transfer or assign any of the Lots or Living Units in the Properties.

8. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Subindenture shall run with and bind the Properties for a term which is the longer of : (i) thirty (30) years from the date of recordation of this Subindenture, after which the 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 and Living Units subject hereto has been recorded, agreeing to terminate this Subindenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Properties constituting a portion of the Mixed Use Development District by the County of St. Louis, Missouri, or its successors; (ii) as to any subdivision of the Properties, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots and Living Units 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.

IN WITNESS WHEREOF, First Parties have executed this Indenture this 22nd day of January, 1987.

FIRST PARTIES

J.L. MASON OF MISSOURI, INC.

BY: SIGNATURE
Lawrence J. Maynes, President
KINGSWAY HOMES, INC.

BY: SIGNATURE
Leonard Kiem, President
J.R. MAYER ENTERPRISES, INC.

BY: SIGNATURE
J. Randall Mayer, President
PAPIN BUILDERS, INC.

BY: SIGNATURE
Brian Oliver, President
WHITEHIRST DEVELOPMENT COMPANY

BY: SIGNATURE
G.J. Miller, President

**THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION**

**FIRST AMENDMENT TO
SUBINDENTURE OF TRUST AND RESTRICTIONS**

**FIRST AMENDMENT TO SUBINDENTURE OF TRUST AND RESTRICTIONS
THE HARBORS AT LAKE CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI**

THIS FIRST AMENDMENT TO SUBINDENTURE OF TRUST AND RESTRICTIONS (“Amendment”), made and entered into this 30 day of March, 1987, by and between J. L. MASON OF MISSOURI, INC., a Missouri corporation, KINGSWAY HOMES, INC., a Missouri corporation, J.R. MAYER ENTERPRISES, INC., a Missouri corporation, PAPIN BUILDERS, INC., a Missouri corporation, WHITEHIRST DEVELOPMENT COMPANY, a Missouri corporation, and DOMAIN DEVELOPMENT COMPANY, a Missouri corporation, hereinafter collectively referred to as “First Parties”, and LLOYD L. POTTS, G. J. MILLER, J. RANDALL MAYER, LEONARD KIEM, SIDNEY LIBRACH, and BRIAN OLIVER, all of St. Louis County, Missouri, hereinafter referred to as “Trustees”.

WITNESSETH, THAT: 717

WHEREAS, the parties hereto are parties to that certain Subindentures of Trust and Restrictions, The Harbors at Lake Chesterfield, St. Louis County, Missouri, dated Janaury 22, 1987 and recorded in Book 8055 Page 1891 of the St. Louis County Records (hereinafter referred to as the “Subindentures”); and

WHEREAS, the parties desire to amend the Subindentures in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, pursuant to Article XI, Section 4 of the Subindenture, do hereby amend the Subindenture by inserting the following provision which shall hereafter be known and numbered as Article VII, Section 6 of the Subindenture:

“6. Association Office. A property management office will be established in the clubhouse to be constructed on the Common Ground for use by the Trustees and managers of the Properties (the “Management Office”). In the event a portion of the Properties is developed as a condominium, the association or other entity established for the ownership, maintenance and operation of the common facilities of such condominiums shall be entitled to maintain an office in the Management Office, in which event such association or other entity shall pay rent therefore in the amount of one hundred dollars (\$100.00) per month and shall be responsible for all costs associated with the installation and operation of any desired telephone service. Nothing herein contained shall be construed as requiring the association or other entity to so utilize the Management Office, and the provisions of this Section 6 shall be deemed permissive and not obligatory or said association or other entity. Notwithstanding the foregoing, if such association or other entity determines to make use of the Management Office, the trustees shall be obligated to make reasonable and appropriate space available for such use. In no event shall any sales activities be conducted from the Management Office.”

IN WITNESS WHEREOF, the parties have executed this Amendment in the County of St. Louis, State of Missouri, the day and year first above-written.

“FIRST PARTIES”

J.L. MASON OF MISSOURI, INC.

BY: SIGNATURE
Lawrence J. Maynes, President

KINGSWAY HOMES, INC.

BY: SIGNATURE
Leonard Kiem, President

J.R. MAYER ENTERPRISES, INC.

BY: SIGNATURE
J. Randall Mayer, President

PAPIN BUILDERS, INC.

BY: SIGNATURE
Brian Oliver, President

WHITEHIRST DEVELOPMENT COMPANY

BY: SIGNATURE
G.J. Miller, President

DOMAIN DEVELOPMENT COMPANY

BY: SIGNATURE
Sidney Librach, Vice President

**THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION**

**FIRST AMENDMENT TO INDENTURE OF TRUST AND
RESTRICTIONS**

AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS

FOR THE HARBORS AT LAKE CHESTERFIELD

ST. LOUIS COUNTY, MISSOURI

WHEREAS, an Indenture creating a Board of Trustees and establishing restrictions for The Harbors at Lake Chesterfield, a planned community in St. Louis County was filed in Book 8055 Page 1865 of the St. Louis County Records, according to the Plats thereof recorded in Plat Book 252, Pages 41 – 43, Plat book 257, Pages 36 – 41, and Plat book 257, Page 42 of the St. Louis county Records; and

WHEREAS, Article X of the aforementioned Indenture provides that the first parties under said agreement shall have the sole and exclusive right to amend, alter or change the Indenture until such time as all of the lots in the subdivision are sold; all of said lots to date not having been sold; and

WHEREAS, the first parties and trustees under said Indenture have requested the consent of the Department of Highways and Traffic of St. Louis County, Missouri to erect ornamental monuments in the street median within the Pierside Lane, Waterside Drive, Centerpointe Drive, Sailboat Way and Waterfront Way rights-of-way and adjacent easements which are shown on the aforesaid plat; and

WHEREAS, the Department of Highway and Traffic of St. Louis County has granted its consent to the first parties and trustees under the aforesaid Indenture for the erection of the ornamental entrance monuments; and

WHEREAS, to insure the continued care and maintenance of the ornamental entrance monuments, and to assure St. Louis County of the possible removal of said monuments and no liability for claims arising out of or related to said monuments will ensue to St. Louis County, an amendment to the aforesaid Indenture was deemed appropriate by the first parties and the Trustees; and

WHEREAS, the first parties unanimously approved the amendments hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the first parties under the aforesaid Indenture hereby amends the Indenture of Trust and Restrictions for the Harbors at Lake Chesterfield, St. Louis County as follows:

1. Article V, Trustees' Duties and Powers, is amended by adding Paragraph 11 as set out below:

11. Entrance Monuments. To erect ornamental entrance monuments to the Harbors at Lake Chesterfield, said monuments to be located in the median within the Pierside Lane, Waterside Drive, Centerpointe Drive, Sailboat Way and Waterfront Way right-of-ways and adjacent easements as shown on the Concept Plan recorded in Plat Book 252, Pages 41 – 43 of the St. Louis County Records. The Trustees shall have the duty to maintain and repair said monuments together with all grass, plants, and trees located on the aforesaid corners and or medians. If requested to do so by the St. Louis County Department of Highways and Traffic, the Trustees shall within thirty (30) days of receipt of said request remove said monuments from the aforesaid street medians. The Trustees shall hold St. Louis County harmless from all claims, demands, suits of whatever kind arising out of or in connection with said ornamental monuments.

2. Except otherwise amended or modified herein all other provisions of the Indenture of Trust and Restrictions for the Harbors at Lake Chesterfield, St. Louis County, Missouri shall remain in full force and effect.

3. This amendment shall be in full force and effect from and after the date of approval by the first parties.

IN WITNESS WHEREOF, first parties has executed this amendment this 23rd day of March, 1987.

J.L. MASON OF MISSOURI, INC.

By: SIGNATURE
Lawrence J. Maynes

KINGSWAY HOMES, INC.

By: SIGNATURE
Leonard Kiem

**THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION**

**SECOND AMENDMENT TO
INDENTURE OF TRUST**

AMENDMENT TO INDENTURE OF TRUST
THE HARBORS AT LAKE CHESTERFIELD
St. Louis County, Missouri

THIS AMENDMENT TO INDENTURE OF TRUST, made and entered into this 25th day of June, 1987 by J.L. MASON OF MISSOURI, INC., a Missouri Corporation (“MASON”);

WITNESSETH THAT:

WHEREAS, MASON, is the owner in fee simple of a certain tract of land situated in the St. Louis County, Missouri, known as THE HARBORS AT LAKE CHESTERFIELD ADDITION, according to the plat thereof filed in Plat Book 263, Pages 49 thru 51 in the office of the Recorder of Deeds for St. Louis County, Missouri; and

WHEREAS, MASON in conjunction with other owners of real property adjacent to THE HARBORS AT LAKE CHESTERFIELD ADDITION has caused such adjacent real property as part of a mixed-use development known as THE HARBORS AT LAKE CHESTERFIELD to be made subject to an Indenture of Trust which was filed in Book 8055, Page 1865 in the Office of the Recorder of Deeds for St. Louis County, Missouri; and

WHEREAS, the provisions of the aforesaid Indenture of Trust provide that MASON may from time to time add additional property to THE HARBORS AT LAKE CHESTERFIELD to be made subject to the aforesaid Indenture of Trust; and

WHEREAS, MASON for the reasons set forth in the aforesaid Indenture of Trust desires to subject THE HARBORS AT LAKE CHESTERFIELD ADDITION to all the covenants, reservations, limitations, conditions, assessments, and agreements set forth in the aforesaid Indenture of Trust.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged, MASON hereby declares that THE HARBORS AT LAKE CHESTERFIELD ADDITION shall be subject to all of the covenants, reservations, limitations, conditions, assessments and agreements as are contained in the aforesaid Indenture of Trust and that the Trustees thereunder shall have all the rights and powers with respect to THE HARBORS AT LAKE CHESTERFIELD ADDITION as are set forth in the aforesaid Indenture of Trust so that all of THE HARBORS AT LAKE CHESTERFIELD ADDITION is hereby made subject to the aforesaid Indenture of Trust as if THE HARBORS AT LAKE CHESTERFIELD ADDITION had been included as a portion of the original tract of land subjected to the aforesaid Indenture of Trust when originally filed.

IN WITNESS WHEREOF, J.L. MASON OF MISSOURI, INC. has executed this AMENDMENT TO INDENTURE OF TRUST the day and year first written above.

J.L. MASON OF MISSOURI, INC.
BY: Signature
LAWRENCE J. MAYNES
President

ATTEST:
Richard E. Coughlin
Asst. Secretary

**THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION**

**SECOND AMENDMENT TO
SUBINDENTURE OF TRUST AND RESTRICTIONS**

SECOND AMENDMENT
TO SUBINDENTURE OF TRUST AND RESTRICTIONS
THE HARBORS AT LAKE CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI

THIS SECOND AMENDMENT to the Subindenture of Trust and Restrictions, the Harbors at Lake Chesterfield is made and entered into this 30th day of June, 1988, by and between J.L. Mason of Missouri, Inc., a Missouri Corporation, Kingsway Homes, Inc., a Missouri Corporation, J.R. Mayer Enterprises, Inc., a Missouri Corporation, Papin Builders, Inc., a Missouri Corporation, Whitehirst Development Company, a Missouri Corporation, and Domain Development Company, a Missouri Corporation, collectively referred to as "First Parties"

WITNESSETH THAT:

WHEREAS, the First Parties are owners of certain properties situated in St. Louis County, Missouri known as The Harbors at Lake Chesterfield and The Harbors at Lake Chesterfield Addition, which properties were made subject to a Subindenture of Trust and Restrictions and an Amendment hereto, which instruments were recorded in Book 8055, Page 1891, and Book 8097, Page 886, in the office of the Recorder of Deeds for St. Louis County, Missouri; and

WHEREAS, the First Parties wish to further amend the aforesaid Subindenture of Trust to correct errors in the legal descriptions as originally filed, to subject additional property to the Indenture of Trust and make other amendments thereto as provided herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the First Parties under the authority retained by them as First Parties hereby amend the Subindenture of Trust and Restrictions The Harbors at Lake Chesterfield St. Louis County, Missouri as follows:

1. Correction of Legal Description. Exhibit A to the Subindenture of Trust and Restrictions filed at Book 8055, Pages 1912 and 1913 was in error and is hereby deleted in its entirety. In lieu of the former Exhibit A, the First Parties hereby substitute the corrected Exhibit A, which is attached hereto and incorporated herein by this reference.

The property intended to be subjected to the Subindenture of Trust and Restrictions and which is hereby subjected hereto is all of the property described in Exhibit A (as corrected), excepting therefrom the property described in Exhibits H, I and K, attached hereto and made a part hereof by this reference. The property described in Exhibits B, C, D, E and F is included in Exhibit A and is subjected to the Subindenture of trust and Restrictions. The property described in Exhibit G to the Subindenture of Trust and Restrictions is hereby subjected to restrictions, reservations, limitations, conditions, assessments and agreements set forth therein and as amended as if said property had been subjected to the Subindenture of Trust and Restrictions when originally filed.

2. The Estates at Lake Chesterfield. J.L. Mason of Missouri, Inc. is the owner of a certain tract of land situated in St. Louis County, Missouri known as The Estates at Lake Chesterfield. The legal description for The Estates at Lake Chesterfield is set forth in Exhibit J attached hereto and made a part hereof by this reference. For the reasons set forth in

the Subindenture of Trust and Restrictions, J.L. Mason of Missouri, Inc. desires to subject The Estates at Lake Chesterfield to the Subindenture of Trust and Restrictions and the covenants, restrictions, reservations, limitations, conditions, assessments and agreements set forth therein. J.L. Mason of Missouri, Inc. and the First Parties hereby declare the Estates at Lake Chesterfield to be subject to all of the Covenants, restrictions, reservations, limitations, conditions, assessments and agreements as set forth in the aforesaid Subindenture of Trust as amended as if said property had been subjected to the Subindenture of Trust and Restrictions when originally filed.

3. Definition of Terms. Article I, Paragraph 10 is hereby deleted in its entirety and the following amended Article I, Paragraph 10 is substituted in lieu thereof:

“10. ‘Properties’ shall mean and refer to all that certain property described in Exhibits A (excepting therefrom the property described in Exhibits H, I and K) through F attached hereto. ‘Properties’ shall also mean and refer to the tracts of land described in Exhibits G to the Subindenture of Trust and Restrictions as filed and Exhibit J attached hereto and shall also mean and refer to any additional property which may be subjected to the terms and conditions of the Subindenture of Trust and Restrictions by written instrument recorded in the St. Louis County Records.”

4. Duration of Trust. Article II is hereby amended by deleting therefrom that portion of the Article which reads as follows:

“ . . . constituting a portion of the Mixed Use Development District . . . “

5. Election of Trustees. Article IV, Paragraph 2, is hereby deleted in its entirety and the following amended Article IV, Paragraph 2 is substituted in lieu thereof:

“2. Election of Trustees. The properties being developed are authorized by Ordinance to consist of 172 single family residences and 492 multi-family units within the tract described in Exhibit A hereto, 158 single family residences within The Harbors at Lake Chesterfield Addition, and 166 single family residences within The Estates at Lake Chesterfield. The 492 multi-family units consist of 120 Lakeside Villas and 372 other multi-family units.

At such time as fifty percent (50%) of the total lots and living units authorized to be developed in the properties have been sold and conveyed for residential use, First Parties shall cause the resignation of one-third (1/3) of the original Trustees and successor Trustees therefore shall be elected by the then owners at a meeting duly called by First Parties upon not less than ten (10) and no more than thirty (30) days prior written notice. At such time as ninety-five percent (95%) of the total authorized lots and living units have been sold and conveyed, First Parties shall cause the resignation of one-half (1/2) of the remaining original Trustees then serving and successor Trustees therefore shall be elected by the then owners at a meeting duly called in the manner set forth above. At such time as all of the authorized lots and living units have been sold and conveyed, First Parties shall cause the resignation of all of the Trustees then serving hereunder, whether original Trustees or elected as hereinabove provided, and the then owners shall elect a like number of successor Trustees. In order to assure the equality of treatment and fair representation of the owners of the lots and living units within the properties, two (2) of the successor Trustees shall be elected by the owners of the single family lots within the tract

described in Exhibit A, two (2) of the successor trustees shall be elected by the owners of the single family lots within The Harbors at Lake Chesterfield Addition, two (2) of the successor Trustees shall be elected by the owners of the single family lots within the Estates at Lake Chesterfield, two (2) of the successor trustees shall be elected by the owners of the Lakeside Villa multi-family living units and two (2) of the successor Trustees shall be elected by the owners of the 372 other multi-family living units. At the time of the first election of all of the Trustees by the then owners of the lots and living units within the properties, the Trustees elected by the owners of the single family lots within the tract described in Exhibit A shall be elected for terms of one (1) and two (2) years, the Trustees elected by the owners of the single family lots within the Harbors at Lake Chesterfield Addition shall be elected for terms of one (1) and three (3) years, the Trustees elected by the owners of the single family lots within The Estates at Lake Chesterfield shall be elected for terms of one (1) and three (3) years, the Trustees elected by the owners of the Lakeside Villa multi-family living units shall be elected for terms of one (1) and two (2) years and the Trustees elected by the owners of the other 372 multi-family living units shall be elected for terms of two (2) and three (3) years. Thereafter, all Trustees shall be elected for terms of three (3) years each.

6. Additional Trustees. The number of Trustees under the Subindenture of Trust and Restrictions The Harbors at Lake Chesterfield is hereby increased to ten (10). Lawrence J. Maynes, Richard Raleigh, Richard K. Mersman, III and Steven A. Mullen are hereby appointed and by their signature hereby agree to serve as Trustees in addition to the six (6) previously appointed Trustees.

7. Qualifications of Trustees. Article IV, Paragraph 4 is hereby deleted in its entirety and the following amended Article IV, Paragraph 4 is substituted in lieu thereof:

“4. Qualifications of Trustees. Any Trustee elected by the owners under the provisions of this Article shall be an owner within the properties which they are to represent or officer or agent of a corporate owner, and if such owner sells his or her lot or living unit or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an owner or officer or agent of a corporate owner from within the properties represented by the Trustee no longer acting, to act as Trustee for the unexpired portion of the term of such Trustee. If the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successor may upon the Petition of any concerned resident or owner in the properties appoint one (1) or more Trustees to fill the vacancies until such time as the Trustees are selected in accordance with this Indenture. Any person so appointed who is not a resident or an owner within the properties shall be allowed reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the lots and living units and which fee shall not be subject to any limitations and special assessments contained in this Indenture.”

8. Effect of Amendment. Except as otherwise amended or modified herein, all of the provisions of the Subindenture of Trust and Restrictions The Harbors at Lake Chesterfield St. Louis County, Missouri as previously amended shall remain in full force and effect.

**THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS ASSOCIATION**

**THIRD AMENDMENT TO
INDENTURE OF TRUST**

THIRD AMENDMENT TO INDENTURE OF TRUST
THE HARBORS AT LAKE CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI

THIS THIRD AMENDMENT to the Indenture of Trust, the Harbors at Lake Chesterfield is made and entered into this 30th day of June, 1988, by and between J.L. Mason of Missouri, Inc., a Missouri Corporation, Kingsway Homes, Inc., a Missouri Corporation, J.R. Mayer Enterprises, Inc., a Missouri Corporation, Papin Builders, Inc., a Missouri Corporation, Whitehirst Development Company, a Missouri Corporation, and Domain Development Company, a Missouri Corporation, collectively referred to as "First Parties"

WITNESSETH THAT:

WHEREAS, the First Parties are owners of certain properties situated in St. Louis County, Missouri known as The Harbors at Lake Chesterfield and The Harbors at Lake Chesterfield Addition, which properties were made subject to a Indenture of Trust and Restrictions and Amendments thereto, which instruments were recorded in Book 8055, Page 1865, Book 8091, Page 630, and Book 8154, Page 1127 in the office of the Recorder of Deeds for St. Louis County, Missouri; and

WHEREAS, the First Parties wish to further amend the aforesaid Indenture of Trust to correct errors in the legal descriptions as originally filed, to subject additional property to the Indenture of Trust and make other amendments thereto as provided herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the First Parties under the authority retained by them as First Parties hereby amend the Indenture of Trust The Harbors at Lake Chesterfield St. Louis County, Missouri as follows:

1. Correction of Legal Description. Exhibit A to the Indenture of Trust filed at Book 8055, Pages 1883 and 1884 was in error and is hereby deleted in its entirety. In lieu of the former Exhibit A, the First Parties hereby substitute the corrected Exhibit A, which is attached hereto and incorporated herein by this reference.

The property intended to be subjected to the Indenture of Trust and which is hereby subjected hereto is all of the property described in Exhibit A (as corrected), excepting there from the property described in Exhibits H and I attached hereto and made a part hereof by this reference. The property described in Exhibits B, C, D, E and F attached hereto is included in Exhibit A and is subjected to the Indenture of Trust. The property described in Exhibit G to the Indenture of Trust has been subjected to the Indenture of Trust by way of the Amendment filed and recorded in Book 8154, Page 112, said property being referred to as the Harbors at Lake Chesterfield addition.

2. The Estates at Lake Chesterfield. J.L. Mason of Missouri, Inc. is the owner of a certain tract of land situated in St. Louis County, Missouri known as The Estates at Lake Chesterfield. The legal description for The Estates at Lake Chesterfield is set forth in Exhibit J attached hereto and made a part hereof by this reference. For the reasons set forth in the Indenture of Trust, J.L. Mason of Missouri, Inc. desires to subject The Estates at Lake Chesterfield to the Indenture of Trust and the covenants, restrictions, reservations,

Limitations, conditions, assessments and agreements set forth therein. J.L. Mason of Missouri, Inc. and the First Parties hereby declare The Estates at Lake Chesterfield to be subject to all of the covenants, restrictions, reservations, limitations, conditions, assessments and agreements as set forth in the aforesaid Indenture of Trust as amended as if said property had been subjected to the Indenture of Trust when originally filed.

3. Definition of Terms. Article I, Paragraph 9 is hereby deleted in its entirety and the following amended Article I, Paragraph 9 is substituted in lieu thereof:

“10. ‘Properties’ shall mean and refer to all that certain property described in Exhibits A (excepting there from the property described in Exhibits H and I) through F attached hereto. ‘Properties’ shall also mean and refer to the tracts of land described in Exhibits G to the Indenture of Trust as filed and Exhibit J attached hereto and shall also mean and refer to any additional property which may be subjected to the terms and conditions of the Indenture of Trust by written instrument recorded in the St. Louis County Records.”

4. Duration of Trust. Article II is hereby amended by deleting there from that portion of the Article which reads as follows:

“ . . . constituting a portion of the Mixed Use Development District . . . “

5. Election of Trustees. Article IV, Paragraph 2, is hereby deleted in its entirety and the following amended Article IV, Paragraph 2 is substituted in lieu thereof:

“2. Election of Trustees. The properties being developed shall consist of 172 single family residences and 492 multi-family units within the tract described in Exhibit A, 158 single family residences within The Harbors at Lake Chesterfield Addition, and 166 single family residences within The Estates at Lake Chesterfield. In order to assure the equality of treatment and fair representation of the owners of the lots and living units within the properties at the times hereinafter specified, two (2) of the successor Trustees shall be elected by the owners of the multi-family living units, two (2) of the successor Trustees shall be elected by the owners of the single family lots within the tract described in Exhibit A, two (2) of the successor Trustees shall be elected by the owners of the single family lots with The Harbors at Lake Chesterfield Addition and two (2) of the successor Trustees shall be elected by the owners of the single family lots within the Estates at Lake Chesterfield. In the event additional property is made a part of the Harbors at Lake Chesterfield and subjected hereto and the number of Trustees serving hereunder is increased, such additional Trustees shall be designated to represent such additional property and the successor Trustees shall be elected by the owners of such additional property.

In accordance with and in accomplishment of the foregoing at such time as fifty percent (50%) of the multi-family living units authorized to be developed in the properties by the aforesaid Ordinance have been sold and conveyed for residential use, the First Parties shall cause a resignation of one of the original Trustees, and a successor Trustee shall be elected by the then owners of the multi-family living units and shall serve until such time as ninety-five percent (95%) of the total authorized multi-family living units have been sold, at which time the First Parties shall cause resignation of two (2) of the Trustees then serving hereunder, one (1) of which shall be an original Trustee and one (1) of which shall be the Trustee elected by the multi-family owners as hereinabove described and then the multi-family owners shall elect a like number of

successor Trustees, each of which (together with their successors) shall be elected to serve for three (3) years from the date of election.

In accordance with and in accomplishment of the foregoing at such time as fifty percent (50%) of the single family lots authorized to be developed within the tract described in Exhibit A (“original tract”) shall have been sold and conveyed for residential use, First Parties shall cause the resignation of one (1) of the original Trustees and successor Trustee shall be elected by the then owners of the single family lots within the original tract , who shall serve until such time as ninety-five (95%) of the total authorized single-family lots within the original tract have been sold, at which time, First Parties shall cause the resignation of two (2) of the Trustees then serving hereunder, one (1) of which shall be an original Trustee and one (1) of which shall be the Trustee elected by the then single-family owners within the original tract as herein provided above and then the single family owners within the original tract shall elect a like number of successor Trustees, each of which (together with their successors) shall be elected to serve for three (3) years from the date of election.

In accordance with and in accomplishment of the foregoing at such time as fifty percent (50%) of the single family lots authorized to be developed with in The Harbors at Lake Chesterfield Addition shall have been sold and conveyed for residential use, First Parties shall cause a resignation of one (1) of the original trustees, and a successor Trustee shall be elected by the then owners of the single family lots with The Harbors at Lake Chesterfield Addition, who shall serve until such time as ninety-five percent (95%) of the total authorized single family lots within the Harbors at Lake Chesterfield Addition have been sold, at which time, First Parties shall cause a resignation of two (2) of the Trustees then serving hereunder, one (1) of which shall be an original Trustee and one (1) of which shall be the Trustee elected by the then single family owners with the Harbors at Lake Chesterfield Addition as herein provided above and then the single family owners within The Harbors at Lake Chesterfield Addition shall elect a like number of successor Trustees, each of which (together with their successors) shall be elected to serve for three (3) years from the date of election.

In accordance with and in accomplishment of the foregoing at such time as fifty percent (50%) of the single family lots authorized to be developed with in The Estates at Lake Chesterfield shall have been sold and conveyed for residential use, First Parties shall cause a resignation of one (1) of the original Trustees, and a successor Trustee shall be elected by the then owners of the single family lots within the Estates at Lake Chesterfield, who shall serve until such time as ninety-five (95%) of the total authorized single family lots with in the Estates at Lake Chesterfield have been sold, at which time, First Parties shall cause a resignation of two (2) of the original Trustee and one (1) of which shall be the Trustee elected by the then single family owners within the Estates at Lake Chesterfield as herein provided above and then the single family owners with in The Estates at Lake Chesterfield shall elect a like number of successor Trustees, each of which (together with their successors) shall be elected to serve for three (3) years from the date of election.

6. Additional Trustees. The number of Trustees under the Indenture of Trust The Harbors at Lake Chesterfield is hereby increased to eight (8). Lawrence J. Maynes, Richard Raleigh, Richard K. Mersman, III and Steven A. Mullen are hereby appointed and by their signature hereby agree to serve as Trustees in addition to the six (6) previously appointed Trustees.

7. Qualifications of Trustees. Article IV, Paragraph 4 is hereby deleted in its entirety and the following amended Article IV, Paragraph 4 is substituted in lieu thereof:

“4. Qualifications of Trustees. Any Trustee elected by the owners under the provisions of this Article shall be an owner within the properties which they are to represent or officer or agent of a corporate owner, and if such owner sells his or her lot or living unit or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an owner or officer or agent of a corporate owner from within the properties represented by the Trustee no longer acting, to act as Trustee fro the unexpired portion of the term of such Trustee. If the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successor may upon the Petition of any concerned resident or owner in the properties appoint one (1) or more Trustees to fill the vacancies until such time as the Trustees are selected in accordance with this Indenture. Any person so appointed who is not a resident or an owner within the properties shall be allowed reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the lots and living units and which fee shall not be subject to any limitations and special assessments contained in this Indenture.”

8. Effect of Amendment. Except as otherwise amended or modified herein, all of the provisions of the Indenture of Trust The Harbors at Lake Chesterfield St. Louis County, Missouri as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, First Parties have executed this Amendment this 30th day of June, 1988.

J.L. Mason of Missouri, Inc.

By: Lawrence J. Maynes
President

Kingsway Homes, Inc.

By: Leonard Kiem
President