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*Will Call-

636-537-7120 040068694

The Jones Company
16640 Chesterfield Grove Rd
Ste 200
Chesterfield Mo. 63005

FILED AND RECORDED
IN OFFICIAL RECORD OF
JEFFERSON COUNTY, MO

2004 DEC -1 AM 10:54

MARLENE CASTLE
RECORDER OF DEEDS

#PAGES 33 FEES 120.00

Carol Schumann

Space Above Line Reserved for Recorder's Use

D&F PROP
662 OFFICE PKWAY
CREDIT CENTER
63141

- 1. Title of Document: Indenture of Trust and Restrictions for Mayfield Farms Estates
- 2. Date of Document: September 1, 2004
- 3. Grantor(s): Mayfield Farms Estates, LLC
- 4. Grantee(s): John T. Hunzeker
Susan DeWinter
Melody Kuehl
- 5. Grantee's Mailing Address: c/o The Jones Company Homes, LLC
16640 Chesterfield Grove Road
Chesterfield, Missouri 63005
- 6. Legal Description: See Exhibit A annexed to the document
- 7. Reference(s) to Book and Page(s): N/A

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.

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INDENTURE OF TRUST AND RESTRICTIONS
FOR MAYFIELD FARMS ESTATES
JEFFERSON COUNTY, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR MAYFIELD FARMS ESTATES (the "Indenture"), made and entered into this _____ day of _____, 2004, by and between Mayfield Farms Estates, LLC, a Missouri limited liability company, hereinafter referred to as "Grantor", and John T. Hinzeker, Susan DeWinter and Ed Lott, all of St. Louis County, Missouri, hereinafter collectively referred to as "Trustees" or, for purposes of recording in the Jefferson County Records, "Grantees."

WITNESSETH THAT:

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

WHEREAS, Grantor has caused the Property to be subdivided under the name "Mayfield Farms Estates" (sometimes hereinafter referred to as the "Subdivision"), and has caused or will cause the record plat(s) of the Subdivision to be recorded in the Jefferson County Records; and

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

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

WHEREAS, it is the purpose and intention of this Indenture to protect the Property, subdivided as aforesaid, against certain uses, and mutually to benefit, guard and restrict future residents of the Subdivision and to foster their health and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby

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

ARTICLE I

DEFINITION OF TERMS

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

1. "Architectural Control Committee" shall have the meaning set forth in Article VI hereof.
2. "Common Ground" shall mean and refer to all real property and the improvements thereon owned by the Trustees and all easements, licenses and other rights held by the Trustees for the common use and enjoyment of all Owners, including, without limitation, parks, open spaces, cul-de-sac islands, recreational facilities, lakes, streets, paths, trails, walkways, storm water (including detention basins), sanitary sewers and drainage facilities, retaining walls, subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the record plat of the Subdivision. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.
3. "County" shall mean and refer to Jefferson County, Missouri, a political subdivision of the State of Missouri.
4. "Consumer Price Index" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1993-95=100) published by the Bureau of Labor Statistics, United States Department of Labor.
5. "Grantor" shall mean and refer to Mayfield Farms Estates, LLC, a Missouri limited liability company, its successors and assigns, including, but not limited to, any builder or developer who purchases vacant Lots or parcels of land within the Subdivision for the purpose of building residences thereon for sale to third persons.
6. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Mayfield Farms Estates, Jefferson County, Missouri, as from time to time amended.
7. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on the recorded subdivision plat of the Property.

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

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

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

ARTICLE II

DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as the plat(s) of the Subdivision may be vacated by the County, or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of all Lots in the Subdivision, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Trustees shall continue to be possessed by said Trustees. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in said plat(s), and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the conveyance of a Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership of the Common Ground.

ARTICLE III

RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided 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 Property.

ARTICLE IV

DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be John T. Hunzeker, Susan DeWinter and Melody Kuehl, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Trustee or a successor Trustee appointed by Grantor resign other than as required by Section 2 of this Article IV, refuse to act, become disabled or die, Grantor shall have the power to appoint, by duly written, recorded instrument, a successor Trustee who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

2. Election of Trustees. Within ninety (90) days after the County has issued occupancy permits ("Permits") for fifty percent (50%) of the Lots authorized to be developed in the Subdivision, Grantor shall cause the resignation of one (1) of the original Trustees, and a successor Trustee shall be elected by the then Lot Owners. Within ninety (90) days after the County has issued Permits for ninety-five percent (95%) of the Lots authorized to be developed in the Subdivision, Grantor shall cause the resignation of a second original Trustee, and a successor Trustee shall be elected by the then Lot Owners. The two (2) Trustees elected by the Lot Owners pursuant to the foregoing provisions shall serve until thirty (30) days after the County has issued Permits for all Lots in the Subdivision, whereupon the term of such elected Trustees shall expire, Grantor shall cause the resignation of the third original Trustee then serving hereunder, and the then Owners shall elect three (3) successor Trustees, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election. Thereafter, all Trustees shall be elected for terms of three (3) years.

3. Manners of Conducting Elections; Meetings of Owners. (a) The elections for the first two (2) successor Trustees under Article IV, Section 2 of this Indenture shall be by mail. Notice of call for nominations shall be sent to all Owners, and all nominations received within thirty (30) days thereafter shall be compiled on an election ballot and mailed to all Owners, who shall have thirty (30) days thereafter to cast their votes and return their ballots to Grantor. The person receiving the most votes shall be elected the successor Trustee; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes shall be declared the Trustee unless he/she also declines to serve, in which event the position shall be given to the next highest vote recipient willing to accept the position. Any runoff election required by reason of a tie shall be conducted by mail in the aforesaid manner. For purposes hereof, nominations and ballots shall be deemed timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30th) day.

(b) Except as provided in Article IV, Section 3(a) of this Indenture, 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) 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 notice shall specify the time and place of meeting, which shall be in the County. At such meeting or at any adjournment thereof, the majority of the Owners attending the meeting in person or by proxy shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Owner, whether attending in person or by proxy, shall be entitled to one (1) vote, which when the Owner

constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Trustees shall be certified by the persons elected as chairman and secretary at the meeting, and their certification shall be acknowledged and recorded in the Jefferson County Records. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of Owners called in conformity with the procedure described above. Twenty-five percent (25%) of the Owners shall constitute a quorum for the purpose of electing Trustees and for the purpose of conducting any other business coming before a meeting.

4. Qualification of Trustees. Any Trustee elected under the provisions of this Article shall be an Owner in the Subdivision or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as the successor for the unexpired portion of the term of the Trustee no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Jefferson County Council or its successor may, upon petition of any concerned resident or Owner in the Subdivision, appoint one or more Trustees to fill the vacancies until such time as Trustees are elected or selected in accordance with this Indenture. Any person so appointed who is not an Owner within the Subdivision 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 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, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Grantor retains the right under Article X, Section 4 to amend this Indenture, upon request of Grantor and conditioned upon Grantor's receipt of the approvals required under said Section, the Trustees shall cooperate with Grantor in its development of the Subdivision and any properties adjacent to the Subdivision, and to facilitate such development, shall have the right, in their discretion, to adjust and reconfigure the Common Ground and to grant easements thereon (including, but not limited to easements for appurtenances such as patios, decks, driveways and sidewalks, which, as a result of their original construction, encroach upon the Common Ground) and convey and exchange portions thereof to Grantor and the from time to time owners of adjoining Lots or parcels of land.

2. Control of Common Ground. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter

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

3. Maintenance of Common Ground. To exercise control over the Common Ground and easements (including, but not limited to, the Detention Easements shown on the plat(s) of the Subdivision) for the use and benefit of residents of the Subdivision and such others as the Trustees may approve under the provisions of this Indenture, and to pay real estate taxes and assessments on said Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property.

4. Maintenance of Entrance Monument Easements. There are or may hereafter be created and established on the record plat(s) of the Subdivision entrance monument easements, and without limiting the generality of Article V, Section 3 of this Indenture, the Trustees shall have the power, authority and responsibility to maintain, improve and repair any entrance monuments installed within such easements as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article VIII, Section 3 of this Indenture.

5. Maintenance of Detention Easements. There are or may hereafter be created and established on the record plat(s) of the Subdivision detention easements, and without limiting the generality of Article V, Section 3 of this Indenture, unless and until accepted for public use and maintenance, the Trustees shall have the power, authority and responsibility to maintain, improve and repair such easements and detention basins as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article VIII, Section 3 of this Indenture.

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

7. Easements. In addition to any other easements authorized to be granted under this Indenture, to grant easements for public streets, sewers, utilities and cable television on and over the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's or its successors' or assigns' development of property adjacent to the Property, the Trustees shall grant Grantor, AmerenUE, PWSD #C-1, Glaize Creek Sewer District, Midwest Gas Company, Southwestern

Bell Telephone Company, Charter Communications and other public utilities, cable and fiber optics companies and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power, cable television and fiber optics pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees.

8. Enforcement. To prevent 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 the Trustees governing the use of the Common Ground or any matters relating thereto. The power and authority herein granted to the Trustees is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Trustees may impose sanctions for violation of this Indenture including, without limitation, the following:

- (i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;
- (ii) suspending an Owner's right to vote;
- (iii) suspending any services provided by the Trustees to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Trustees;
- (iv) exercising self-help or taking action to abate any violation of this Indenture in a non-emergency situation; and
- (v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Trustees or their designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass.

In addition, the Trustees may take the following enforcement procedures to ensure compliance with this Indenture:

- (i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or
- (ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Trustees prevail, they shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Trustees' discretion. A decision not to enforce shall not be construed a waiver of the right of the Trustees to enforce such provision at a later time under other circumstances or preclude the Trustees from enforcing any other covenant, restriction or rule.

9. 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 Subdivision, and to charge the Owners thereof with the reasonable expenses so incurred. The Trustees, their agents or employees, shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

10. 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 and any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment and landscaping proposed for construction, erection or installation on any Lot. In acting hereunder, the Trustees shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request, nor shall such a decision be considered a reversal of any past request for similar approval.

11. Deposits. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, swimming pool, tennis courts, or other structure in the Subdivision approved in accordance with Section 10 of this Article V and Article VI of this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

12. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Trustees and the Owners from claims for personal injuries and property damage arising from use of the Common Ground and facilities.

13. 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, to from time to time 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.

14. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Trustees are hereby authorized to negotiate

with such agency for such acquisition and to execute all instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said Common Ground.

15. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Trustees, due cause therefor is demonstrated.

16. Easements in Gross. Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross to the Trustees for ingress and egress to perform their obligations and duties as required by this Indenture. All easements and rights herein established for the benefit of the Trustees shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article VIII of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis courts or improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree with a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until (i) the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Trustees, or, if so appointed by the Trustees in their sole discretion, by an architectural committee composed of three (3) or more Owners, and (ii) all permits required by the County or any other governmental authority having jurisdiction over the project have been received. Reference herein to "Architectural Control Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Trustees, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), or such longer period as the Architectural Control Committee may indicate in writing is reasonably necessary to complete its review and analysis of such materials, 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. All requests hereunder shall be submitted to the Architectural Control Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Control Committee at the address from time to time designated for such purposes, or when received by the Architectural Control

Committee if sent to the Committee at the aforesaid address by postage prepaid, registered or certified mail, return receipt requested.

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

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

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

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

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

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

3. Construction. If construction does not commence on a project approved under the provisions of Section 1 of this Article VI within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Trustees, Grantor or any aggrieved Owner.

4. Applications. The Architectural Committee may, by resolution, require all applications to be filed in a specified manner to a designated address, and unless observed, the application shall not be deemed to have been received. The Architectural 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. Further, the Architectural Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5. Non-Waiver. Approval of applications or plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6. Disclaimers. (a) Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

(b) Neither Grantor, the Trustees nor any committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

ARTICLE VII

SEWERS AND DRAINAGE FACILITIES

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

2. Owners' Responsibility. Notwithstanding the provisions of Section 1 of this Article VII to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lot lines and four feet (4') in width along the side lot lines of all Lots in the Property are hereby established for sump pump drainage purposes. Without limiting the generality of the provisions of Article V, Section 2, or any other provision of this Indenture, the Trustees may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and should they elect to do so, are hereby granted easements in gross upon and across the Property for ingress to and egress from such sump pump drainage easements and as otherwise required to perform their duties and responsibilities under this Indenture.

ARTICLE VIII

ASSESSMENTS

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

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

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision including (i) performing the services and carrying out the functions herein authorized, (ii) acquiring, improving, maintaining and operating the Common Ground and all facilities thereon and easements established herein or on the plat(s) of the Subdivision including, but not limited to, the payment of taxes and insurance thereon, the cost of labor, equipment and materials used in the repair, maintenance and replacement thereof, (iii) the cost of management and supervision of the Common Ground, and (iv) such other needs as may arise.

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

The Trustees may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Trustees may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meetings.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and

deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty (30) days following such due date.

4. Storm Water Facilities. In addition to the foregoing, the Trustees are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Subdivision; 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 public maintenance. Any assessment made under authority granted in this, Section 4, shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Trustees shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

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

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

7. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time publicly announced, floating, prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors, or such other financial institution as may from time to time be designated by the Trustees, from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Trustees may execute, acknowledge and record an instrument reciting the levy of the assessment in the County Records, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of notice, the Trustees shall, at the expense of the Owner, cause the lien to be released of record.

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

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

- (i) All Common Ground;
- (ii) All properties exempted from taxation under the laws of the State of Missouri; and
- (iii) All Lots owned by Grantor until occupied or until title to the Lot 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). No Lot devoted to residential use shall be exempt from assessment hereunder.

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.

10. Ordinance Compliance. Notwithstanding any other provisions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the County, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than Grantor (or a builder within the definition of "Grantor"), a contribution shall be made by or on behalf of such Owner to the working capital of the Subdivision in an amount equal to the greater of (i) One Hundred Fifty and 00/100 Dollars (\$150.00), or (ii) one-sixth of the annual per Lot Assessment for that year. The amount to be contributed pursuant to this Section shall be in addition to, not in lieu of, the annual Assessment, and shall not be considered an advance payment of such assessment.

12. Change of Ownership. Upon the conveyance of any Lot in the Subdivision other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Trustees written notice of such conveyance and pay the Trustees a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Trustees' expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 7 of this Article VIII.

ARTICLE IX

RESTRICTIONS

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

1. Building Use. No building or structure shall, without the approval of the Trustees, be used for a purpose other than that for which the building or structure was originally designed.
2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the plat(s) of the Subdivision.
3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.
4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.
5. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing, no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), tractors, truck-tractors, campers, or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.
6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys (including portable basketball goals), tools, cases, crates or any discarded item shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances, sculptures or bird baths or similar personal property items shall be placed in the front yard of any Lot.
7. Obstructions. There shall be no obstruction of any portion of the Common Ground 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 Ground or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept in the Subdivision, except that no more than two dogs and/or 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 (except when enclosed by an in-ground electric fence) leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which is or becomes a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, Etc. Except during periods of approved construction on a Lot, no trucks (other than pick-up trucks not exceeding ¾ ton) or commercial vehicles, buses, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision.

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

11. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree with a three inch (3") or greater caliper shall be removed without the approval of the Architectural Control Committee under Article VI of this Indenture.

12. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, metal, wooden or plastic shed, barn or other out building shall be installed, constructed or maintained on any Lot at any time.

13. 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 (i) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on the Lot, or (ii) signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein.

14. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing

for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

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

16. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Subdivision. 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 Subdivision.

17. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac island, divided street entry island, or median strip.

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

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

(2) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence and must be within four inches (4") of the lot lines and lot corners. With respect to corner lots, fencing along the side or the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. For examples of permissible rear yard fencing, see Exhibit B attached to and made a part of this Indenture by reference.

As used in this, paragraph (2), the term "extraordinary circumstances" shall include the necessity to protect "green space," avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Control Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Control Committee, fencing may be set beyond four inches (4") of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Control Committee

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

(3) All fencing shall be of either cedar, redwood, vinyl, aluminum, steel or wrought iron materials. Under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design. Examples of allowable fence styles are reflected on Exhibits C and E attached to and made a part of this Indenture by reference. Certain other materials or combinations of materials or designs may be approved on a case-by-case basis by the Architectural Control Committee, whose decision to allow or disallow any other material or design shall be final.

(4) Except for certain approved styles of vinyl or wrought iron fencing, fencing may be any picket width up to a maximum of six inches (6"), and regardless of picket width, the minimum open space between pickets shall be three inches. Request of reduction of minimum open space or maximum height requirements as stipulated herein due to owners pet(s) shall not be cause for waiver of these requirements by the Trustees.

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

(6) All wood fences are to remain in their natural state and cannot be painted a color or stained.

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

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

(9) Six foot (6') privacy or "shadow box" fences shall only be allowed around attached patios and decks on the Lots, and may be constructed on the Common Ground by the Trustees.

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

(11) Within one (1) year following the erection of a fence, the Trustees may, in their sole discretion, require the Lot Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Trustees.

19. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure to which they are appurtenant as shown on Exhibit E attached to and made a part of this Indenture by reference, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard.

20. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VI of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

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

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

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

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

ARTICLE X

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages therefor 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.

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

4. Amendments. Until all Lots authorized to be developed in the Property have been sold and conveyed for residential use, the provisions hereof may only be amended, modified or changed in whole or in part and as to all or any portion of the Property by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all the Owners. To be effective, any amendment, modification or change to the provisions of this Indenture shall be recorded in the Office of the Recorder of Deeds for the County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties.

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

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

7. Assignment of Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

8. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers

in the Subdivision (including without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stock pile and store materials on any Lot(s) or on the Common Ground. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this, Article X, Section 8, shall not be amended, modified or deleted without the prior written consent of Grantor.

9. Continuing Rights to Inspect and Maintain. Grantor reserves the right to periodically enter upon the Common Ground to inspect the maintenance and upkeep of the Common Ground, including building exteriors, common mechanical systems, common structural items, landscaping, irrigation systems and common area amenities such as playgrounds and club houses that may have been constructed by Grantor. Grantor will schedule and coordinate its review of the Common Ground through the Trustees. During the inspection, Grantor will review and, if appropriate, make recommendations to the Trustees relating to the repair, maintenance and upkeep of the Common Ground. Grantor may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the review.

10. Use of Common Areas by Non-Residents. The common areas, including open spaces, recreational areas, or other Common Ground, shall be for the benefit, use and enjoyment of the Owners and residents, present and future, of the Subdivision. With the approval of the Trustees, the Common Ground may also be used by residents outside the Subdivision, subject to the following terms and limitations:

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

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

(iii) All rules and regulations promulgated pursuant to this Indenture with respect to non-residents of the Subdivision shall be applied equally to the non-residents; and

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

11. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate

RODNEY SGT STOP WORK!
3/20/07

this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Property by the County, or its successors; or (ii) as to any subdivision of the Property, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots in such subdivision by an appropriate instrument filed of record prior to the vacation of the plats of such subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

IN WITNESS WHEREOF, Grantor has executed this Indenture this 1st day of Sept., 2004.

GRANTOR: MAYFIELD FARMS ESTATES, LLC,
a Missouri limited liability company

BY: John T. Hunzeker
John T. Hunzeker *manager*
ITS: Manager

TRUSTEES:

John T. Hunzeker
John T. Hunzeker

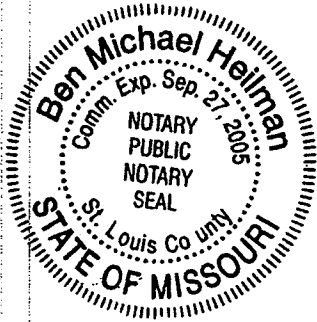
Susan DeWinter
Susan DeWinter

Melody Kuehl
Melody Kuehl

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

On this 1st day of Sept., 2004, before me personally appeared John T. Hunzeker, Manager of Mayfield Farms Estates, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing in behalf of said Mayfield Farms Estates, LLC and acknowledged to me that he executed the same for the purposes therein stated.

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



Ben Michael Heilman
Notary Public
Ben Michael Heilman

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

On this 1st day of Sept., 2004, before me personally appeared John T. Hunzeker, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

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

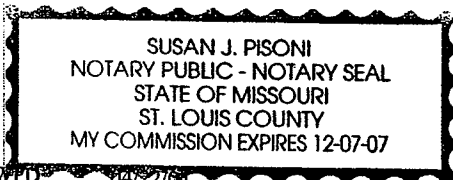


Ben Michael Heilman
Notary Public
Ben Michael Heilman

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

On this 20th day of August, 2004, before me personally appeared Susan DeWinter to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

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

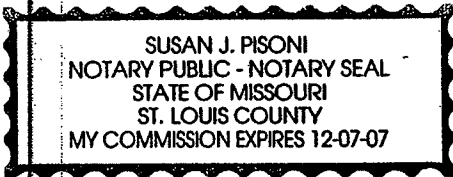



Susan Pisoni
Notary Public

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

On this 20th day of August, 2004, before me personally appeared Melody Kuehl, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

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





Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Mayfield + Schneider tract
January 8, 2004
030341g-overall.doc

A tract of land located in the Northeast Fractional $\frac{1}{4}$ of Fractional Section 22, and partly located in U. S. Survey 1969, Township 42 North, Range 5 East, Jefferson County, Missouri. Being the same tract of land conveyed to Glee Heiligtag as described in Deed Book 627 Page 2155 and part of two larger tracts of land conveyed to John and Dorothy Schneider as described in Deed Book 297 Page 345 and Deed Book 384 Page 584 of the land records of Jefferson County. Said tract being more particularly described as follows:

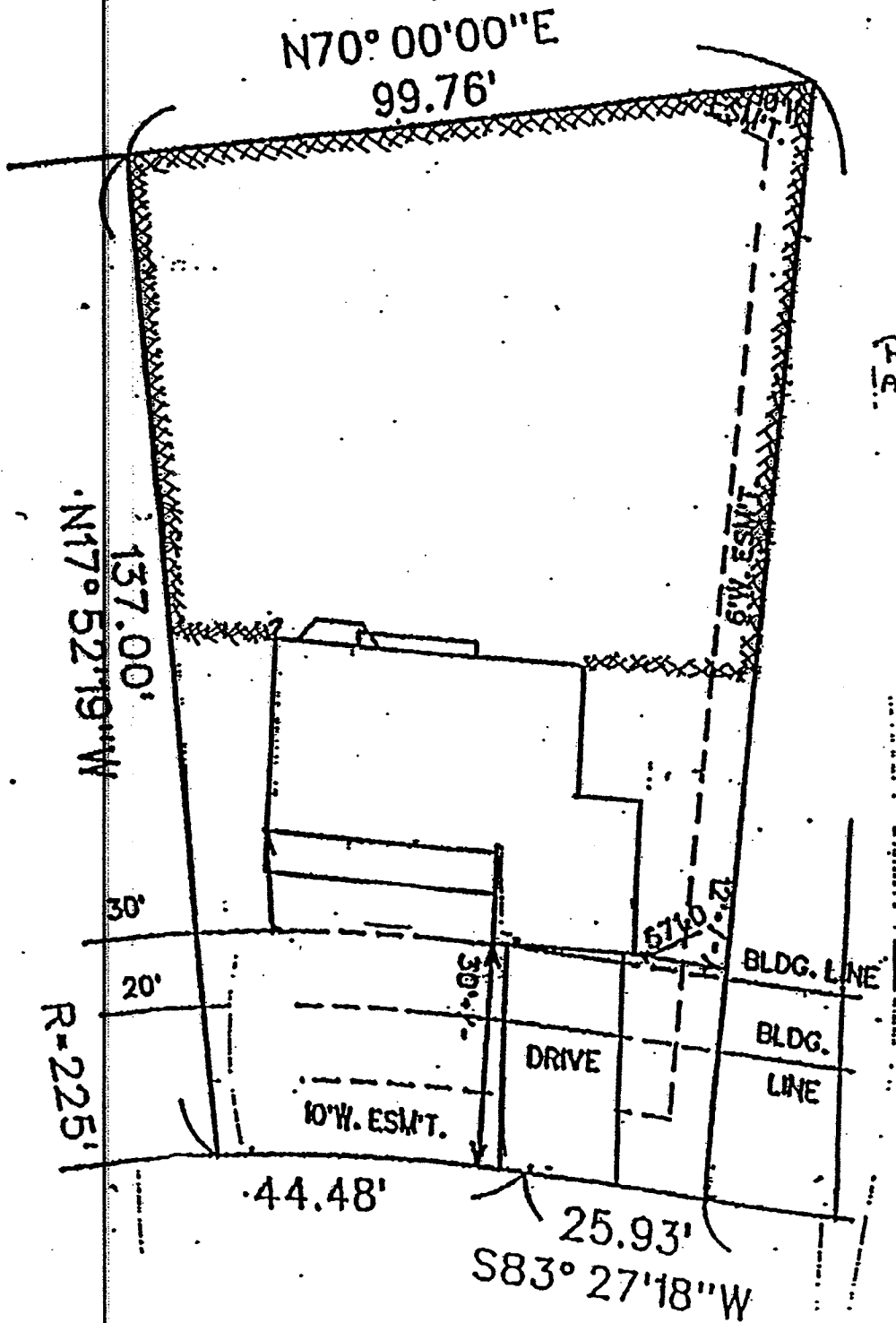
Beginning at a point located on the north right of way of State Highway "M" (60' Wide), said point also being the southeast corner of a tract of land conveyed to Randall and Cathy Brewer as described in Deed Book 1125 Page 1419 of the aforesaid land records; thence along the east line of said Brewer tract, North 01 degrees, 44 minutes, 00 seconds East, a distance of 627.42 feet to a found stone being the northeast corner thereof; thence along the north line of said Brewer tract, South 84 degrees, 14 minutes, 32 seconds West, a distance of 133.89 feet to a found iron pipe being the northwest corner thereof, said pipe also being located on the east line of a tract of land conveyed to Richard and Marie Hoffarth as described in Deed Book 675 Page 105, said line also being the east line of U.S. Survey 1969; thence along said east line of Hoffarth's tract and a continuation thereof along the east line of a tract of land conveyed to John and Dorothy Schneider as described in Deed Book 297 Page 345, North 00 degrees, 30 minutes, 52 seconds East, a distance of 238.87 feet to a point from which the northeast corner of said Deed Book 297 Page 345 bears North 00 degrees, 30 minutes, 52 seconds East, a distance of 1.02 feet; thence departing from said east line, South 79 degrees, 01 minutes, 58 seconds West, a distance of 686.67 feet along a line being 1 foot distant from and parallel to the north line of said Deed Book 297 Page 345; thence South 10 degrees, 58 minutes, 02 seconds East, a distance of 167.20 feet to a point on the north line of Flagstone Meadows, a subdivision filed for record in Plat Book 121 Page 3; thence along said north line of Flagstone Meadows, North 79 degrees, 19 minutes, 42 seconds West, a distance of 161.00 feet to a corner in said north line being the northwest corner of Lot 9, Flagstone Meadows; thence continuing along said north line, North 22 degrees, 38 minutes, 18 seconds West, a distance of 111.13 feet to the northeast corner of Lot 8, Flagstone Meadows, said point also being the northwest corner of the aforementioned Schneider tract described in Deed Book 384 Page 584; thence along the north line of said Deed Book 384 Page 584 and a continuation thereof along the north line of the aforementioned Deed Book 297 Page 345, North 79 degrees, 01 minutes, 58 seconds East, a distance of 859.00 feet to a Found Iron Pin in a Stone Pile being the northeast corner of said Deed Book 297 Page 345, said corner also being located at the intersection of the south line of Fractional Section 15 and the east line of U.S. Survey 1969; thence along said south line of Fractional Section 15, South 89 degrees, 39 minutes, 23 seconds East, a distance of 1905.92 feet to the intersection of said south line of Fractional Section 15 with the west right of way of Kneff Road, a previously dedicated county roadway; thence along said west right of way, South 04 degrees, 29 minutes, 19 seconds East, a

distance of 250.10 feet to the beginning of a curve tangent to said line; thence along said curve to the right, having a radius of 420.00 feet, for an arc distance of 204.73 feet; thence continuing along said west right of way, South 23 degrees, 26 minutes, 23 seconds West tangent to said curve, a distance of 119.46 feet; thence South 66 degrees, 33 minutes, 37 seconds East, a distance of 27.25 feet to the west line of a tract of land conveyed to Carl H. Kraus as described in Deed Book 522 Page 1507; thence along said west line of Kraus tract, South 14 degrees, 20 minutes, 56 seconds West, a distance of 148.84 feet to a Found Spike and washer being the northernmost corner of a tract of land conveyed to Dewey and Shirley Neal as described in Deed Book 666 Page 792, said spike also being located on the west line of U.S. Survey 1311; thence along said west line of U.S. Survey 1311, South 31 degrees, 09 minutes, 23 seconds West, a distance of 403.99 feet to the north right of way of the aforementioned State Highway M; thence along said north right of way, North 72 degrees, 46 minutes, 09 seconds West, a distance of 21.91 feet to the beginning of a curve tangent to said line; thence along said curve to the left, having a radius of 1467.80 feet, for an arc distance of 251.06 feet; thence continuing along said north right of way, South 07 degrees, 25 minutes, 50 seconds West radial to said curve, a distance of 5.00 feet; thence continuing along said right of way, North 82 degrees, 34 minutes, 09 seconds West, a distance of 1255.60 feet to the Point of Beginning. Containing 39.15 Acres, more or less.

Subject to all easements, reservations or restrictions of record or now in effect.

EXHIBIT B

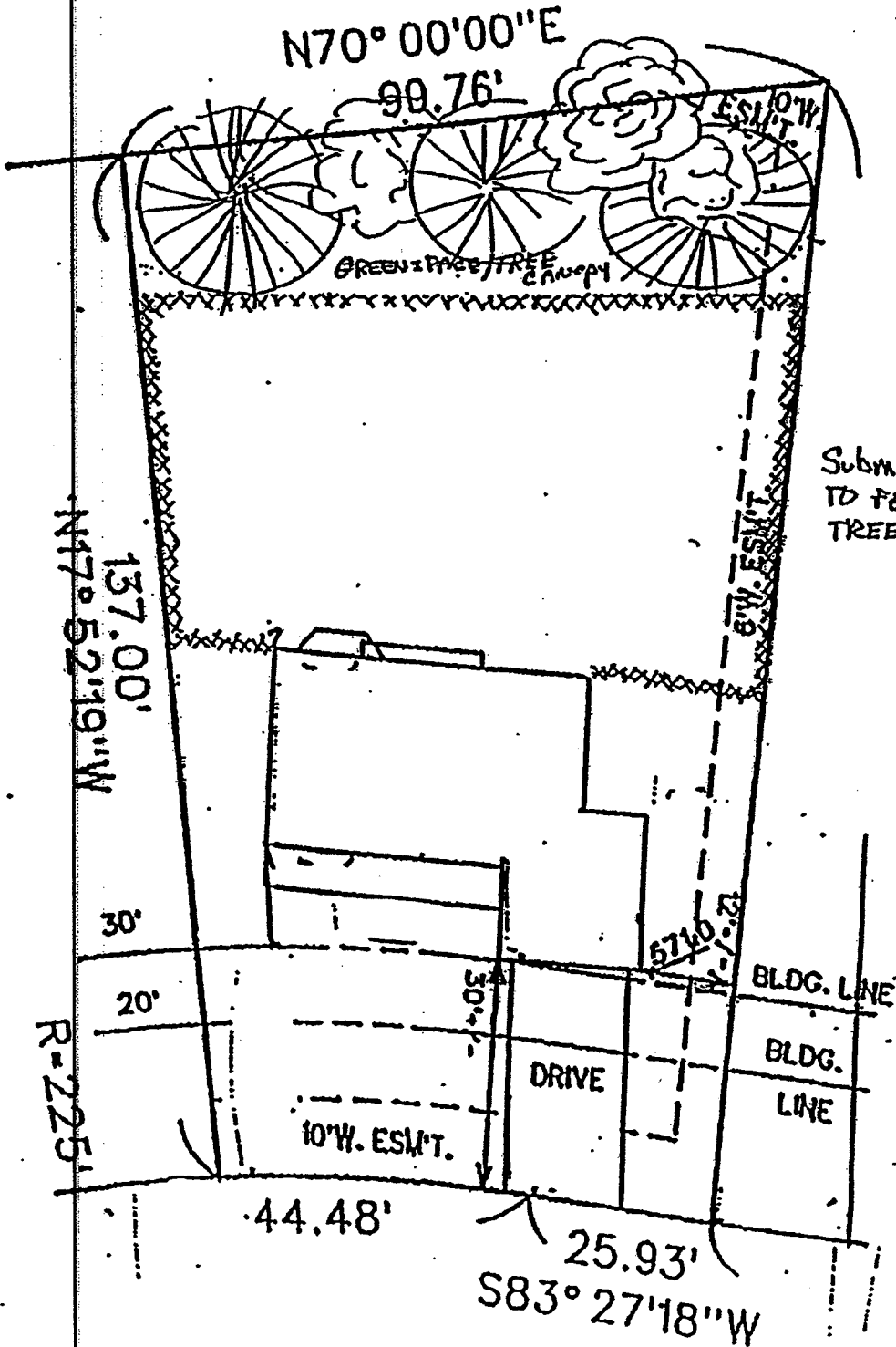
REAR YARD FENCING



REAR FENCE STANDARD.
ACCEPTABLE LAYOUT.

EXHIBIT B

REAR YARD FENCING



Submit for VARIANCE
TO FENCE ONLY TO
TREE LINE.

EXHIBIT B

REAR YARD FENCING

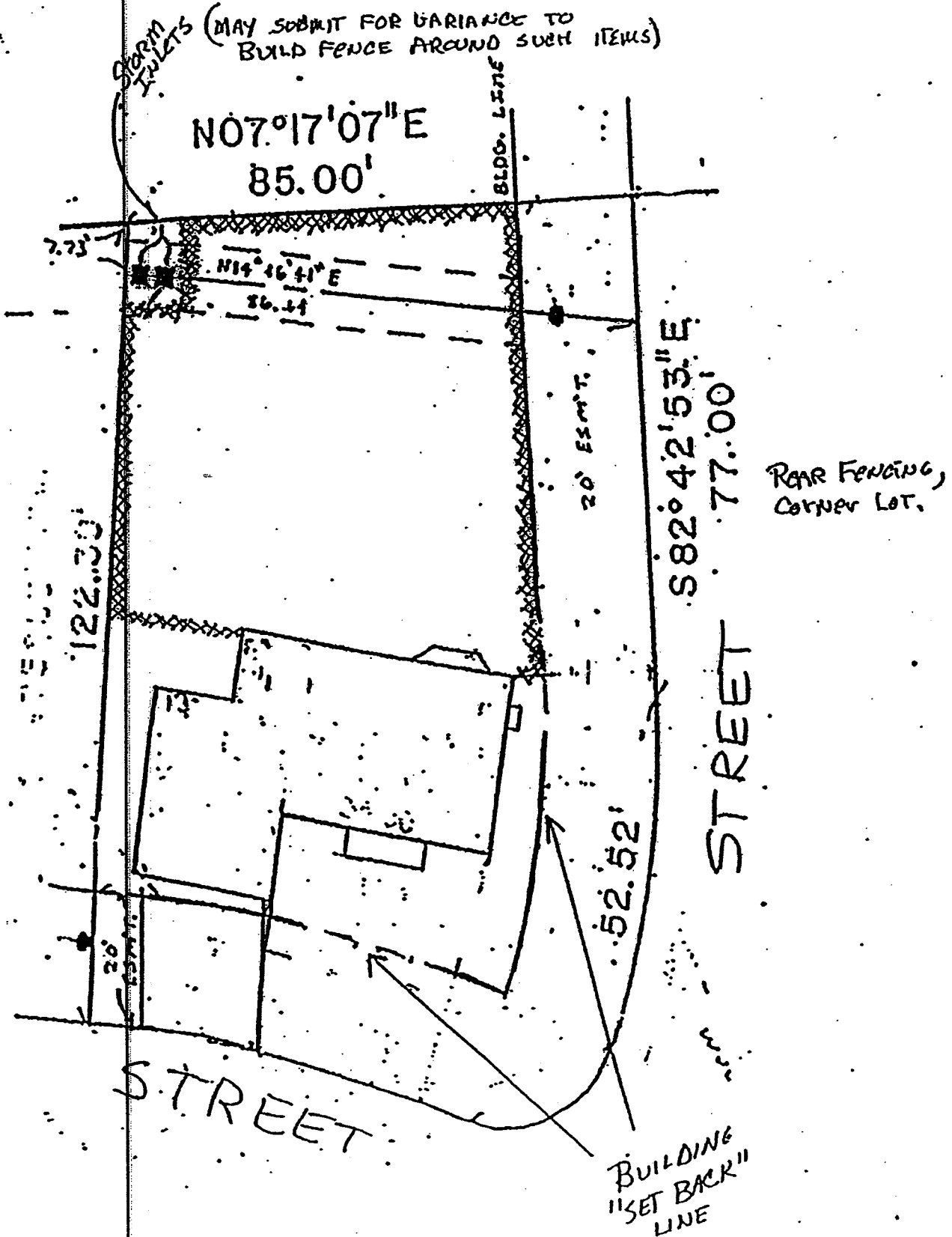
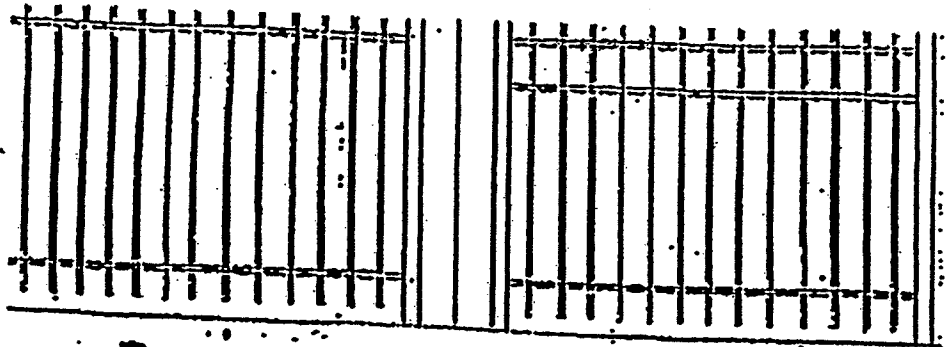


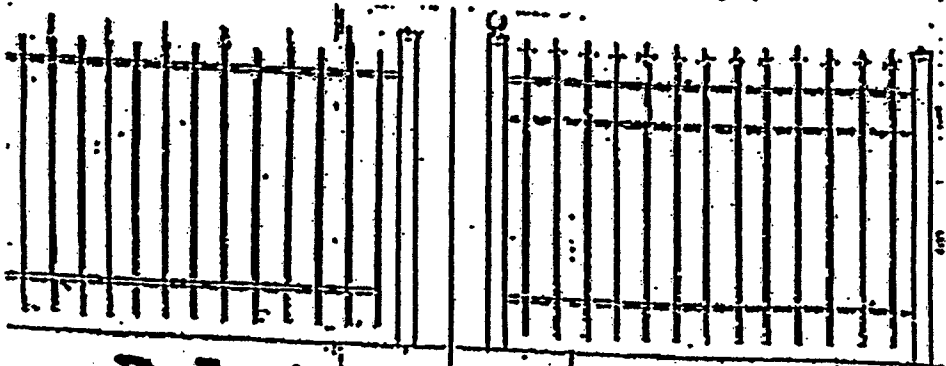
EXHIBIT C

FENCE STYLES



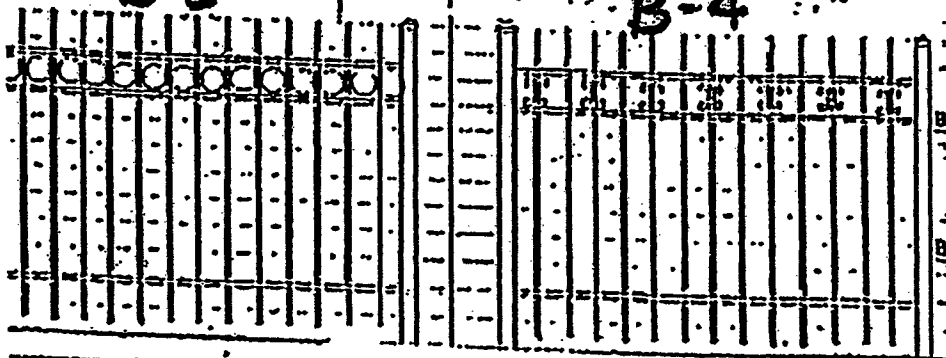
B-1

B-2



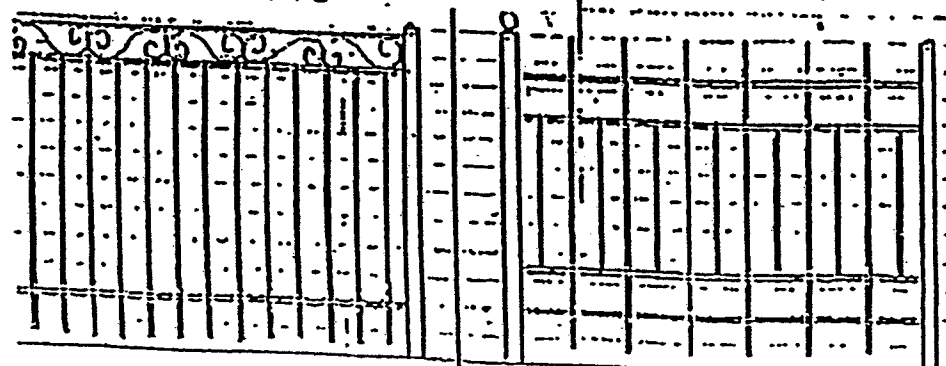
B-3

B-4



B-5

B-6

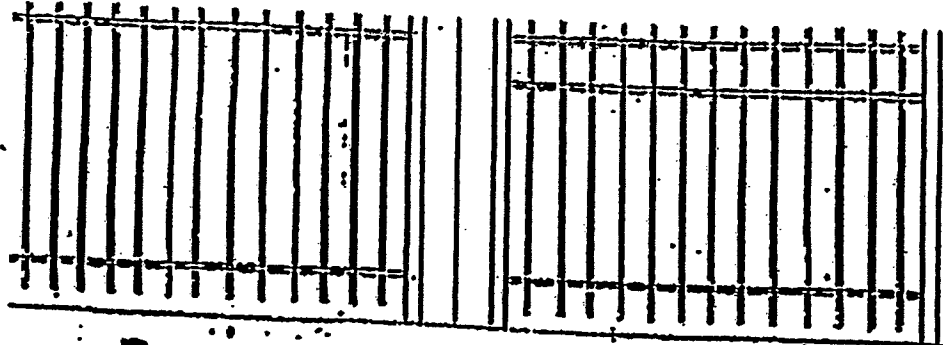


B-7

B-8

EXHIBIT D

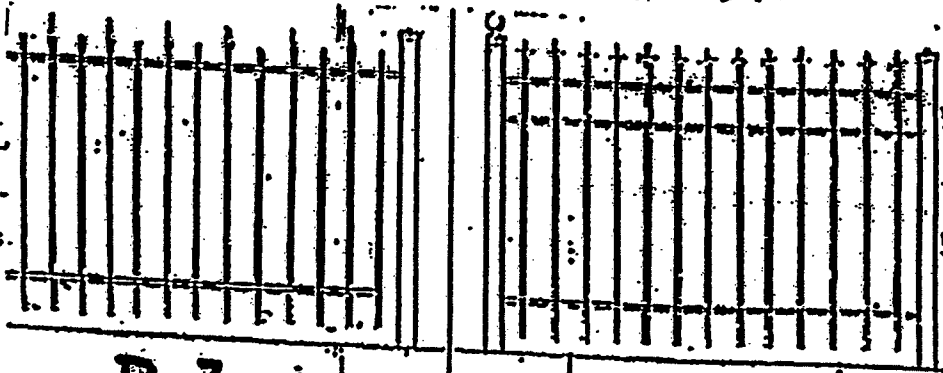
SWIMMING POOL FENCE STYLES



B-1

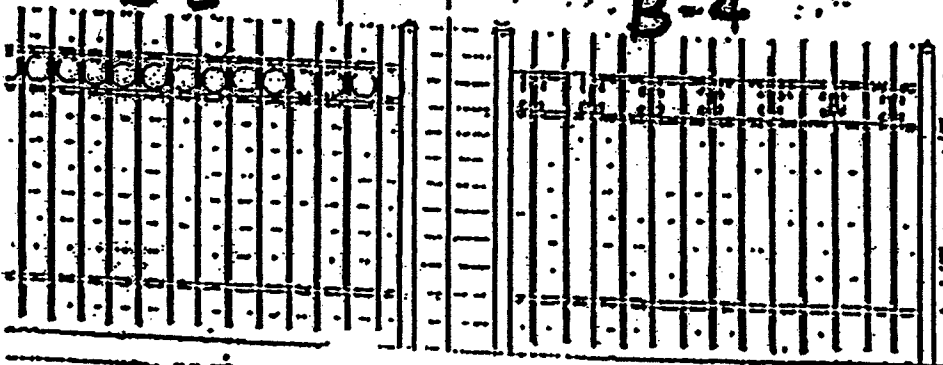
B-2

Wrought Iron
Pool fencing.
Approved styles.



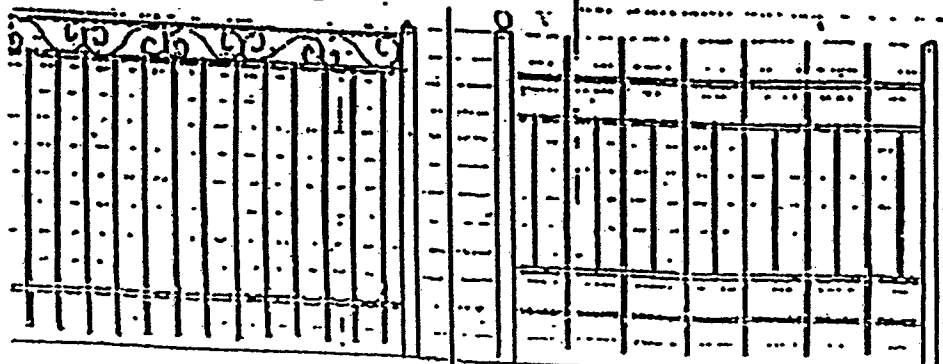
B-3

B-4



B-5

B-6



B-7

B-8

EXHIBIT E

DECKS, PORCHES, SCREEN PORCHES

