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FILED AND RECORDED  
IN OFFICIAL RECORD OF  
JEFFERSON COUNTY, MO

2002 JUN 13 AM 10:35

MARLENE CASTLE  
RECORDER OF DEEDS

PAGES 4 FEES 32.00

*Alicia Hirsch*

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**COVERSHEET TO  
FIRST AMENDMENT TO  
INDENTURE OF TRUST AND RESTRICTIONS  
FOR MEADOW VIEW**

GRANTOR: THE JONES COMPANY CUSTOM HOMES, INC.

LEGAL DESCRIPTION: SEE EXHIBIT A, PAGE 3

DATED: JUNE 13<sup>th</sup>, 2002

**FIRST AMENDMENT TO  
INDENTURE OF TRUST AND RESTRICTIONS  
FOR MEADOW VIEW  
JEFFERSON COUNTY, MISSOURI**

THIS FIRST AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS FOR MEADOW VIEW, JEFFERSON COUNTY, MISSOURI (the "Amendment"), made this 12~~th~~ day of JUNE, 2002, by THE JONES COMPANY CUSTOM HOMES, INC., a Missouri corporation ("Grantor"), pursuant to authority reserved in Article X, Section 4 of the Indenture of Trust and Restrictions for Meadow View, Jefferson County, Missouri, recorded in DOCUMENT # 020010247 of the Jefferson County Records (the "Indenture"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Indenture).

WITNESSETH, THAT:

WHEREAS, Grantor is the "First Party" under the Indenture; and

WHEREAS, the Indenture encumbers the Property described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to the authority recited in the preamble of this Amendment, Grantor does hereby intend to amend the Indenture in the manner set forth below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby amend the Indenture to delete Article V, Section 2, and to substitute the following provision, which shall henceforth be deemed Article V, Section 2 of the Indenture, therefor:

"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 accepted for public maintenance), 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 Property 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."

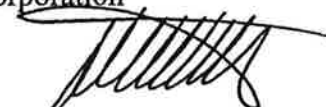
Except as expressly modified hereby, the Indenture shall remain in full force and effect and shall be binding and enforceable in accordance with its terms as hereby amended.

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



Ref. THE JONES COMPANY CUSTOM HOMES, INC.,  
a Missouri corporation

BY:

  
Kenneth P. Stricker, Its Vice President  
16640 Chesterfield Grove Rd Ste 200  
Chesterfield Mo 63005

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

On this 12<sup>th</sup> day of June, 2002, before me personally appeared Kenneth P. Stricker, Vice President of The Jones Company Custom Homes, Inc., a Missouri corporation, known to me to be the person who executed the foregoing in behalf of said corporation 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.

SUSAN J. PISONI  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXPIRES 12-07-03

  
Notary Public

THE

**STERLING**

CO

**ENGINEERS & SURVEYORS**

5055 New Baumgartner Road St. Louis, Missouri 63129  
(314) 487-0440 fax (314) 487-8944

**EXHIBIT A  
PROPERTY DESCRIPTION**

Order Number 98-02-045

Date: January 26, 2000

Page 1 of 1 By: JAH

Project: FISCHER TRACT  
Description: Outboundary Legal

A TRACT OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 4 EAST, SITUATED IN JEFFERSON COUNTY MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND FOR THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 4 EAST; SAID POINT ALSO BEING ON THE SOUTH LINE OF A TRACT OF LAND RECORDED AS "OSAGE EXECUTIVE PARK" IN PLAT BOOK 108 PAGE 1; THENCE, WITH THE EAST LINE OF THE WEST 1/2 OF THE SAID SOUTHEAST 1/4 OF SECTION 27, SOUTH 00°06'05" WEST 2665.49 FEET TO A STONE FOUND FOR THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT AND BEING THE COMMON LINE BETWEEN SECTION 27 AND SECTION 34, SOUTH 89°28'43" WEST 888.96 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO KENNETH AND JOAN SIEVING RECORDED IN DEED BOOK 672 PAGE 1916 AND FROM WHICH POINT A FOUND IRON PIN BEARS SOUTH 03°53'21" WEST 0.18 FEET AND A STONE FOUND FOR THE SOUTH QUARTER CORNER OF SECTION 27 BEARS SOUTH 89°28'43" WEST 474.96 FEET; THENCE, WITH THE EAST LINE OF SAID SIEVING TRACT, NORTH 00°06'34" EAST 290.40 FEET TO THE NORTHEAST CORNER THEREOF AND FROM WHICH POINT A FOUND IRON PIN BEARS SOUTH 00°20'10" WEST 0.48 FEET; THENCE, WITH THE NORTH LINE OF SAID SIEVING TRACT AND ITS DIRECT PROLONGATION WESTERLY, SOUTH 89°28'43" WEST 474.96 FEET (475.00 RECORD) TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO MARIE C. HORN RECORDED IN DEED BOOK 674 PAGE 379 AND FROM WHICH POINT A FOUND IRON PIN BEARS NORTH 40°50'48" EAST 0.16 FEET AND THE AFORESAID SOUTH QUARTER CORNER BEARS SOUTH 00°06'34" WEST 290.40 FEET; THENCE, WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 00°06'34" EAST, PASSING AT A DISTANCE OF 24.94 FEET A STONE FOUND FOR THE SOUTHEAST CORNER OF TRACT 14 OF "AUGUST VOGT" SUBDIVISION" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 31 OF THE JEFFERSON COUNTY RECORDS AND PASSING AT A DISTANCE OF 278.01 FEET, A STONE FOUND FOR THE NORTHEAST CORNER OF SAID TRACT 14, AND CONTINUING FOR A DISTANCE IN ALL OF 805.93 FEET (803.29 RECORD) TO A POINT ON THE SOUTHEAST LINE OF STATE HIGHWAY 30 AND FROM WHICH POINT A FOUND IRON PIPE BEARS NORTH 35°53'29" WEST 0.26 FEET; THENCE, WITH THE SOUTHEAST LINE OF SAID STATE HIGHWAY 30, AS ESTABLISHED BY INSTRUMENT RECORDED IN DEED BOOK 457 PAGE 469, THE FOLLOWING COURSES AND DISTANCES: NORTH 36°41'49" EAST 9.54 FEET (8.57 RECORD), NORTH 21°25'47" EAST 104.40 FEET, NORTH 38°07'45" EAST 300.00 FEET, NORTH 45°32'09" EAST 504.21 FEET, NORTH 38°07'45" EAST 250.00 FEET, NORTH 31°17'11" EAST 251.79 FEET AND NORTH 37°29'33" EAST 601.07 FEET (600.56 RECORD) TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND THE SOUTHWEST CORNER OF AFORESAID "OSAGE EXECUTIVE PARK" AND FROM WHICH SET ROD A FOUND IRON PIPE BEARS SOUTH 43°04'19" WEST 3.18 FEET; THENCE, WITH THE SOUTH LINE OF SAID "OSAGE EXECUTIVE PARK", SOUTH 89°28'03" EAST 126.60 FEET (127.24 RECORD) TO THE POINT OF BEGINNING AND CONTAINING IN ALL 2,521,095 SQUARE FEET (57.8763 ACRES), MORE OR LESS.

FILED AND RECORDED  
IN OFFICIAL RECORD OF  
JEFFERSON COUNTY, MO

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2002 FEB 28 PM 3:46

RET:  
OLD REPUBLIC TITLE  
620 N. MCKNIGHT RD  
ST LOUIS, MO 63132

MARLENE CASTLE  
RECORDER OF DEEDS  
#PAGES 22 FEES 86<sup>00</sup>

*Carol Schumann*

DOCUMENT TYPE	Indenture of Trust and Restrictions
DATE OF DOCUMENT	February 14, 2002
GRANTOR	J&B 30, L.L.C.
GRANTEE	The Trustees for Meadow View Home Owners Association
PROPERTY ADDRESS	Scarlet Oak Lane and Osage Executive
COUNTY LOCATOR	None assigned
CITY MUNICIPALITY	Hillsboro, Missouri
LEGAL DESCRIPTION	A tract of land being part of the West ½ of the Southeast ¼ of section 27, Township 43 North, Range 4 East, situated in Jefferson County Missouri.

INDENTURE OF TRUST AND RESTRICTIONS  
FOR MEADOW VIEW  
JEFFERSON COUNTY, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR MEADOW VIEW (the "Indenture"), made and entered into this 14<sup>th</sup> day of FEBRUARY, 2002, by and between THE JONES COMPANY CUSTOM HOMES, INC., a Missouri corporation (hereinafter referred to as "First Party"), and DEBRA J. LOWERY, KENNETH P. STRICKER and CHAS. D. JONES, of St. Louis County, Missouri, hereinafter collectively referred to as "Trustees."

WITNESSETH THAT:

WHEREAS, First Party 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, First Party intends to subdivide the Property under the name "Meadow View" (hereinafter sometimes referred to as the "Subdivision"), and has recorded the record plat of Meadow View Plat One 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 are for the exclusive use and benefit of the residents of the Subdivision, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies and which have been provided for the purpose of constructing, maintaining and operating sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of the Subdivision; and

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

WHEREAS, it is the purpose and intention of this Indenture to 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" or "Common Land" or "Common Property" (or the plural of any thereof) 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. "First Party" shall mean and refer to The Jones Company Custom Homes, Inc., a Missouri corporation, 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 Meadow View, 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 First Party.

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 Property 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 Property so that none of the Owners of Lots and none of the owners of 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 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 Property.

## ARTICLE III

### RESERVATION OF EXPENDITURES

First Party 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 Debra J. Lowery, Kenneth P. Stricker and Chas. D. Jones, who, by their signatures hereto, consent to serve in such capacity



until their successors are elected or appointed as hereinafter provided. Should an original Trustee or a successor Trustee appointed by First Party resign other than as required by Section 2 of this Article IV, refuse to act, become disabled or die, First Party shall have the power to appoint, by duly written, recorded instrument, a successor Trustee who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

2. Election of Trustees. 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, First Party 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, First Party 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, First Party 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 First Party. 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 Jefferson 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 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 Property. To acquire, receive, hold, convey, dispose of and administer the Common Property in trust and in accordance with and pursuant to the provisions of this Declaration and the Revised Ordinances of the County, and to otherwise deal with the Common Property as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which First Party retains the right under Article X, Section 4 to amend this Indenture, upon request of First Party and conditioned upon First Party's receipt of the approvals required under said Section, the Trustees shall cooperate with First Party 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 Property and to grant easements thereon and convey and exchange portions thereof to First Party and the from time to time owners of adjoining Lots or parcels of land.

2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance

markers, lights, gates, park areas, lakes, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Property as may be shown on the record plat 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 Property. To exercise control over the Common Property and easements (including, but not limited to, the Detention Easements shown on the plat(s) of the Subdivision) for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and residents in the Subdivision, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and residents in the Subdivision 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 Subdivision whenever such dedication would be accepted by a public agency.

5. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with First Party's or its successors' or assigns' development of property adjacent to the Property, the Trustees shall grant First Party, for itself and for Jefferson County, Ameren UE, Midwest Missouri Gas Company, Southwestern Bell Telephone, cable TV, Public Water Supply District No. 6, House Springs Sewer Company, and other public authorities, and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees. The provisions of this Article V, Section 6, shall not be amended, modified or deleted without the prior written consent of First Party.

6. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction contained in this Indenture or established by law and any rules and regulations enacted by the Trustees. 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 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.

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 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.

9. 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 9 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.

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

11. Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, 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.

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

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

## 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 representatives, 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 receipted 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, place or altered on any Lot nearer to any street than the minimum building set-back line without the approval of the Architectural Control Committee and appropriate governmental authorities.

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



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

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

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

(f) 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.

## ARTICLE VII

### SEWERS AND DRAINAGE FACILITIES

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

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

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lot lines and four feet (4') in width along the side lot lines of all Lots in the Property are hereby established for sump pump drainage purposes. Without limiting the generality of the provisions of Article V, Section 2, or any other provision of this Indenture, the Trustees shall be responsible for the maintenance, cleaning and repair of all such sump pump drainage easements, and 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. First Party, 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 Property 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 Property, and (iv) such other needs as may arise.

3. Annual Assessments. Until increased as herein authorized, the maximum annual assessment shall be FIVE HUNDRED Dollars (\$ 500<sup>00</sup>) 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, 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 Jefferson 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 Property;
- (ii) All properties exempted from taxation under the laws of the State of Missouri; and
- (iii) All Lots owned by First Party 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, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

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.

## 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 First Party 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. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

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

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

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept in the Subdivision, 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 (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  $\frac{3}{4}$  ton) or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot 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 Property or on any Lot. If any such motor vehicle

is so stored or remains on the aforesaid premises, the Trustees may take the necessary steps to remove the same at the Owner's expense.

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

12. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden 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 First Party 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, divided street entry island, or median strip.

18. Fences. No fences or screening of any kind shall be erected or maintained on any Lot between the rear of the residence constructed on such 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.

19. 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.

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

21. Swimming Pools. (a) No above ground swimming pools will be allowed on any Lot in the Subdivision unless they are recessed at least one-half (½) of their exterior depth into the yard or the slope of a yard and completely surrounded by decking, properly skirted to the surrounding ground level so as to present the appearance of an in-ground pool. The plans for any such pool must be submitted to and approved by the Architectural Control Committee, and shall include drawings, material lists, landscape detail and any other information deemed necessary by the Architectural Control Committee in its sole discretion. The approval of any such pool shall not constitute a precedence for other such structures, and each instance will be determined on a case by case basis.

(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 First Party, and First Party may from time to time effect any such amendment, modification or change by recording an instrument of amendment in the Jefferson County Records. Thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (b) of all the Owners, with any such amendment, modification or change being recorded in the Jefferson County Records.

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 First Party. The rights, powers and obligations granted to First Party may be assigned or transferred by First Party, in whole or in part, to any other person or entity or persons or entities to whom First Party 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, First Party 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. First Party's construction activities shall not be considered a nuisance, and First Party 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 First Party.

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 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 (b) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Property by the City, 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 (b) 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, First Party has executed this Indenture this 14<sup>th</sup> day of February, 2002.

FIRST PARTY



TRUSTEES:

THE JONES COMPANY CUSTOM HOMES, INC.,  
a Missouri corporation

BY: Howard Chilcutt  
Howard Chilcutt, President

Debra J. Lowery  
Debra J. Lowery



Kenneth P. Stricker



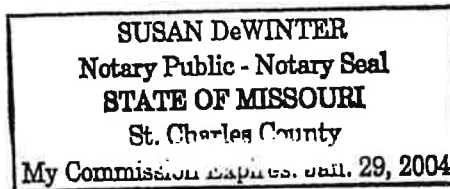
Chas. D. Jones

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

On this 14<sup>th</sup> day of February, 2002, before me personally appeared Howard Chilcutt, President of The Jones Company Custom Homes, Inc., a Missouri corporation, known to me to be the person who executed the foregoing in behalf of said corporation 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.

Susan DeWinter  
Notary Public



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

On this 13<sup>th</sup> day of Feb, 2002, before me personally appeared Debra J. Lowery, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as 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 J. PISONI  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXPIRES 12-07-08

Notary Public

Susan Pisoni



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

On this 13 day of Feb, 2002, before me personally appeared Kenneth P. Stricker, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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 J. PISONI  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
COMMISSION EXPIRES 12-07-03

Notary Public



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

On this 13 day of Feb, 2002, before me personally appeared Chas. D. Jones, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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 J. PISONI  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
COMMISSION EXPIRES 12-07-03

Notary Public



THE

**STERLING**

CO

**ENGINEERS & SURVEYORS**

5055 New Baumgartner Road St. Louis, Missouri 63129  
(314) 487-0440 fax (314) 487-8944

**EXHIBIT A  
PROPERTY DESCRIPTION**

Order Number 98-02-045

Date: January 26, 2000

Page 1 of 1 By: JAH

Project: FISCHER TRACT  
Description: Outboundary Legal

A TRACT OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 4 EAST, SITUATED IN JEFFERSON COUNTY MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND FOR THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 4 EAST; SAID POINT ALSO BEING ON THE SOUTH LINE OF A TRACT OF LAND RECORDED AS "OSAGE EXECUTIVE PARK" IN PLAT BOOK 108 PAGE 1; THENCE, WITH THE EAST LINE OF THE WEST 1/2 OF THE SAID SOUTHEAST 1/4 OF SECTION 27, SOUTH 00°06'05" WEST 2665.49 FEET TO A STONE FOUND FOR THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT AND BEING THE COMMON LINE BETWEEN SECTION 27 AND SECTION 34, SOUTH 89°28'43" WEST 888.96 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO KENNETH AND JOAN SIEVING RECORDED IN DEED BOOK 672 PAGE 1916 AND FROM WHICH POINT A FOUND IRON PIN BEARS SOUTH 03°53'21" WEST 0.18 FEET AND A STONE FOUND FOR THE SOUTH QUARTER CORNER OF SECTION 27 BEARS SOUTH 89°28'43" WEST 474.96 FEET; THENCE, WITH THE EAST LINE OF SAID SIEVING TRACT, NORTH 00°06'34" EAST 290.40 FEET TO THE NORTHEAST CORNER THEREOF AND FROM WHICH POINT A FOUND IRON PIN BEARS SOUTH 00°20'10" WEST 0.48 FEET; THENCE, WITH THE NORTH LINE OF SAID SIEVING TRACT AND ITS DIRECT PROLONGATION WESTERLY, SOUTH 89°28'43" WEST 474.96 FEET (475.00 RECORD) TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO MARIE C. HORN RECORDED IN DEED BOOK 674 PAGE 379 AND FROM WHICH POINT A FOUND IRON PIN BEARS NORTH 40°50'48" EAST 0.16 FEET AND THE AFORESAID SOUTH QUARTER CORNER BEARS SOUTH 00°06'34" WEST 290.40 FEET; THENCE, WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 00°06'34" EAST, PASSING AT A DISTANCE OF 24.94 FEET A STONE FOUND FOR THE SOUTHEAST CORNER OF TRACT 14 OF "AUGUST VOGT" SUBDIVISION" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 31 OF THE JEFFERSON COUNTY RECORDS AND PASSING AT A DISTANCE OF 278.01 FEET, A STONE FOUND FOR THE NORTHEAST CORNER OF SAID TRACT 14, AND CONTINUING FOR A DISTANCE IN ALL OF 805.93 FEET (803.29 RECORD) TO A POINT ON THE SOUTHEAST LINE OF STATE HIGHWAY 30 AND FROM WHICH POINT A FOUND IRON PIPE BEARS NORTH 35°53'29" WEST 0.26 FEET; THENCE, WITH THE SOUTHEAST LINE OF SAID STATE HIGHWAY 30, AS ESTABLISHED BY INSTRUMENT RECORDED IN DEED BOOK 457 PAGE 469, THE FOLLOWING COURSES AND DISTANCES: NORTH 36°41'49" EAST 9.54 FEET (8.57 RECORD), NORTH 21°25'47" EAST 104.40 FEET, NORTH 38°07'45" EAST 300.00 FEET, NORTH 45°32'09" EAST 504.21 FEET, NORTH 38°07'45" EAST 250.00 FEET, NORTH 31°17'11" EAST 251.79 FEET AND NORTH 37°29'33" EAST 601.07 FEET (600.56 RECORD) TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND THE SOUTHWEST CORNER OF AFORESAID "OSAGE EXECUTIVE PARK" AND FROM WHICH SET ROD A FOUND IRON PIPE BEARS SOUTH 43°04'19" WEST 3.18 FEET; THENCE, WITH THE SOUTH LINE OF SAID "OSAGE EXECUTIVE PARK", SOUTH 89°28'03" EAST 126.60 FEET (127.24 RECORD) TO THE POINT OF BEGINNING AND CONTAINING IN ALL 2,521,095 SQUARE FEET (57.8763 ACRES), MORE OR LESS.

#124370

APR 08 2006



2006R-005458

FILED AND RECORDED  
IN OFFICIAL RECORD OF  
JEFFERSON COUNTY, MO

02/02/2006 11:45:59AM

MARLENE CASTLE  
RECORDER OF DEEDS

PAGES 11  
REC FEE: 54.00  
NS FEE:

Space Above Line Reserved for Recorder's Use

1. Title of Document: Amendment to Indenture of Trust  
and Restrictions for Meadow View
2. Date of Document: January 26, 2006
3. Grantor(s): The Jones Company Homes, L.L.C.
4. Grantees: Meadow View Homeowners Association
5. Statutory Mailing Address(es): 16640 Chesterfield Grove Road  
Chesterfield, Missouri 63005
6. Legal Description: Meadow View Subdivision as recorded in Plat Book  
193 page 13, Plat Book 193 page 16, Plat Book 196  
Page 19, Plat Book 196 Page 20 and Plat Book 200  
Page 21 of the Jefferson County Records

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

**AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS  
FOR MEADOW VIEW  
JEFFERSON COUNTY, MISSOURI**

THIS AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS FOR MEADOW VIEW, JEFFERSON COUNTY, MISSOURI, made this 26 day of January, 2006, by THE JONES COMPANY HOMES, L.L.C., a Nevada limited liability company ("Grantor"), pursuant to authority reserved in Article X, Section 4 of the Indenture of Trust and Restrictions for Meadow View, Jefferson County, Missouri, dated June 13, 2002, and recorded in Daily #020032049 of the Jefferson County Records (the "Indenture"; capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed in the Indenture).

WITNESSETH, THAT:

WHEREAS, Grantor is the successor to The Jones Company Custom Homes, Inc., the developer of Meadow View, a subdivision of the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and the "First Party" under the Indenture; and

WHEREAS, all Lots in the Property have not been sold and conveyed for residential use, and pursuant to the above cited authority, Grantor does hereby intend to amend the Indenture as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby amend the Indenture as follows:

A. To authorize the organization of a Missouri not-for-profit corporation to be named "Meadow View Homeowners Association" (the "Association") to assume the duties and obligations of the Trustees under the Indenture. Upon formation, the following provisions shall be substituted for Article IV of the Indenture, and reference in the Indenture to "Trustees" shall mean and refer to the Association and the Board of Directors of the Association (the "Board" or the "Directors") as the context may require:

**"THE ASSOCIATION AND ITS MEMBERS**

1. Function of Association. The Association is responsible for management, maintenance, operation and control of the Common Ground and for enforcement of the Indenture.

2. Membership. Every Owner shall be a member (individually, a "Member," and collectively, the "Members") of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting hereinafter set forth, and all

such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. Each Member shall have one equal vote for each Lot in which they hold the interest required under Section 2 above, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under the Indenture.

4. Original Directors. The Board of Directors of the Association shall consist of three (3) Members. The original Directors shall be Susan DeWinter, Melody Kuehl and Dwayne Sutter, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should any of said original Directors (or any successor appointed by First Party) resign other than as required by Section 5 of this Article IV, refuse to act, become disabled or die, First Party shall have the power to appoint, by duly written, recorded instrument, a successor Director who shall serve until his successor is elected by the Members in the manner hereinafter provided.

5. Election of Directors. Within ninety (90) days after the County has issued occupancy permits ("Permits") for ninety five percent (95%) of the Lots authorized to be developed in the Subdivision, Melody Kuehl, or her successor, shall resign, and a successor Director shall be elected by the Lot Owners. The Director so elected and Dwayne Sutter, or his successor, shall serve until thirty (30) days after the County has issued Permits for all Lots in the Subdivision, or at such earlier time as First Party may determine, whereupon the term of all Directors then serving hereunder shall expire, and the then Members shall elect three (3) successor Directors, 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 (the first annual meeting of the Members to be held under Section 9 of this Article IV shall be held within one year from the date of such election). Thereafter, all Directors shall be elected for terms of three (3) years each.

6. Manner of Conducting Elections. (a) The elections for the first successor Director under Article IV, Section 5 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 First Party. The person receiving the most votes shall be elected the successor Director; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes shall be declared the Director 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, Sections 5 and 6(a) of this Indenture,, all elections shall be held at the annual meetings to be held pursuant to Section 10 hereof, and shall be

preceded by notice signed by the Directors then in office, or should there be no Directors, then by three (3) such Members, sent by mail to or personally served upon all Members at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Directors. 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 Members attending such meeting, in person or by proxy, shall have the power to elect such Directors, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Member, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Member 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 Directors shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and Recorded.

7. Qualification of Directors.

(a) Any Director elected hereunder 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 Directors shall appoint an Owner to act as the successor for the unexpired term. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the County Council or its successor may, upon petition of any concerned resident or Owner in the Subdivision, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in the manner provided in this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his/her 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.

(b) Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by the Members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations also may be permitted from the floor.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairperson, who shall be a member of the Board, and three or more Members or representatives of Members. Members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed, which such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

8. Election Procedures. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

9. Removal of Directors.

(a) Any Director elected by the Members may be removed, with or without cause, by the vote of a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director elected by the Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

(d) This Section shall not apply to Directors appointed by First Party, and First Party shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by or elected as a representative of First Party.

10. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of the election referenced in Article IV, Section 5 of this Indenture. Subsequent regular annual meetings shall be set by the Board so as to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

11. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by twenty percent (20%) of the total Members of the Association.

12. Notice of Meetings.

(a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at

such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.

(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

### 13. Quorum.

(a) The presence of Members representing twenty-five percent (25%) of the total votes in the Association shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

### 14. Voting and Proxies.

(a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Not-For-Profit Corporation Law (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in



person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

15. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

16. Indemnification of Officers, Directors and Others. Subject to the indemnification provisions in Chapter 355 of the Missouri Revised Statutes, as the same may be amended, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or

action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available."

B. To delete Article V, Section 6 of the Indenture, and to substitute the following, which shall henceforth be deemed Article V, Section 6 of the Indenture:

6. 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 Directors governing the use of the Common Ground or any matters relating thereto. The power and authority herein granted to the Association 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 Board 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 Association 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 Association;

(iv) 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 taking action to abate any violation of this Indenture in a non-emergency situation;

(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 Board or its 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; and

(vi) 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 Association prevails, it 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 Board's discretion. A decision not to enforce shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may permit the County to enforce ordinances within the Property for the benefit of the Association and the Owners."

C. To amend Article IX, Section 9 of the Indenture to insert the following at the end thereof:

As used herein, "commercial vehicle" shall mean the following:

(i) A motor vehicle designed or regularly used for carrying freight and merchandise or more than eight (8) passengers;

(ii) A motor vehicle with lettering and/or other designs on it that clearly identify the vehicle as being used in, or to promote, any type of business;

(iii) A motor vehicle with equipment mounted on it (either temporarily or permanently) typically used to carry out a trade or business; and

(iv) An open bed truck carrying, in the bed in plain view, material that is typically used to carry out a trade or business."

D. To delete Article IX, Section 18 of the Indenture, and to substitute the following, which shall henceforth be deemed Article IX, Section 18 of the Indenture:

18. Fences. (a) 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 on Lot 100 and as otherwise 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 Board 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 after receipt of notice from the Board.

(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 D 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 Architectural Control Committee.

(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 Directors.


(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 Board may, in its 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 Board."

E. Except as hereby amended, the Indenture shall remain in full force and effect, and shall be binding and enforceable in accordance with its terms as hereby amended.

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

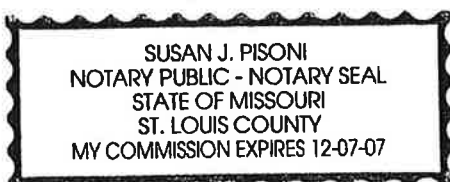
THE JONES COMPANY HOMES, L.L.C.,  
a Nevada limited liability company

BY:   
Kenneth Stricker  
ITS: Division President

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

On this 26<sup>th</sup> day of January, 2006, before me personally appeared Kenneth Stricker, Division President of The Jones Company Homes, L.L.C., a Nevada limited liability company, known to me to be the person who executed the foregoing in behalf of said limited liability company 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.



  
Notary Public

EXHIBIT B  
"REAR YARD FENCING  
STANDARD LAYOUT

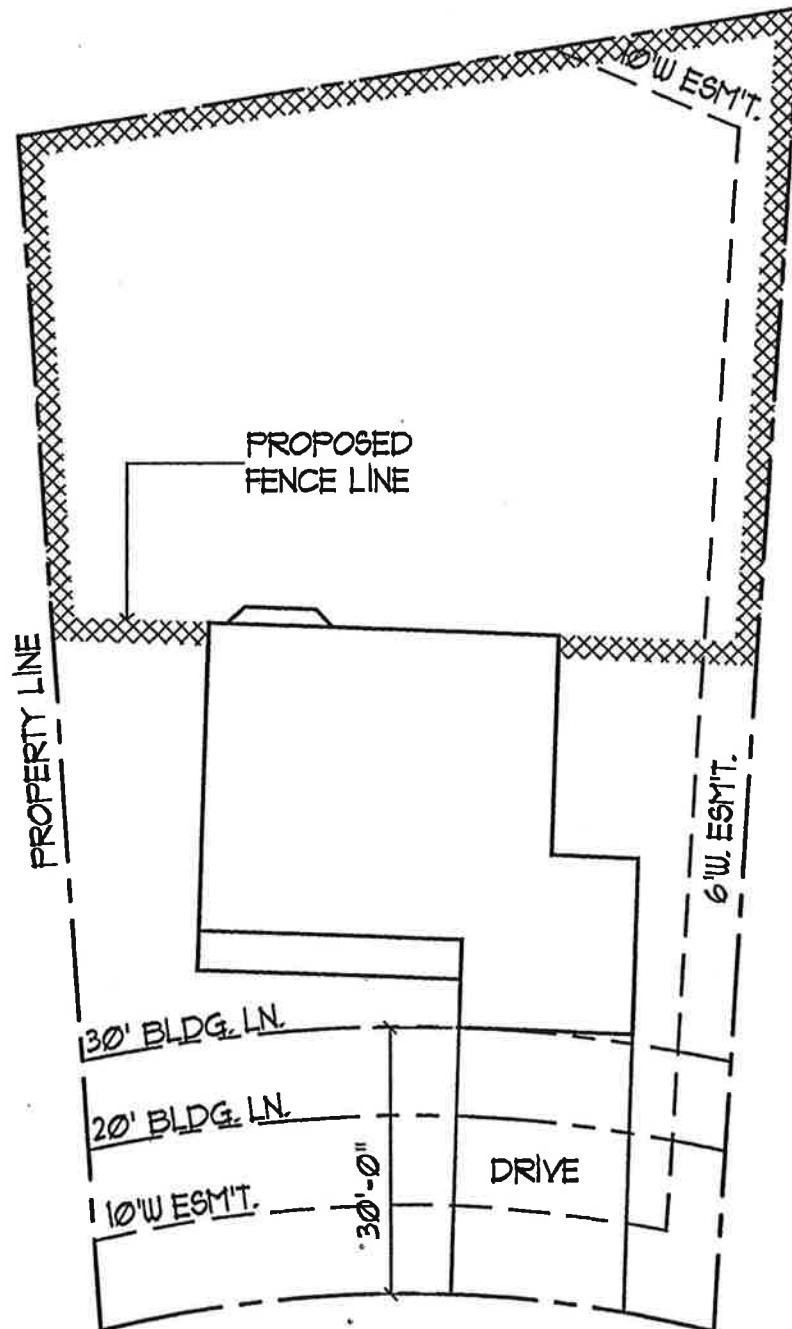


EXHIBIT B  
REAR YARD FENCING  
CORNER LOT

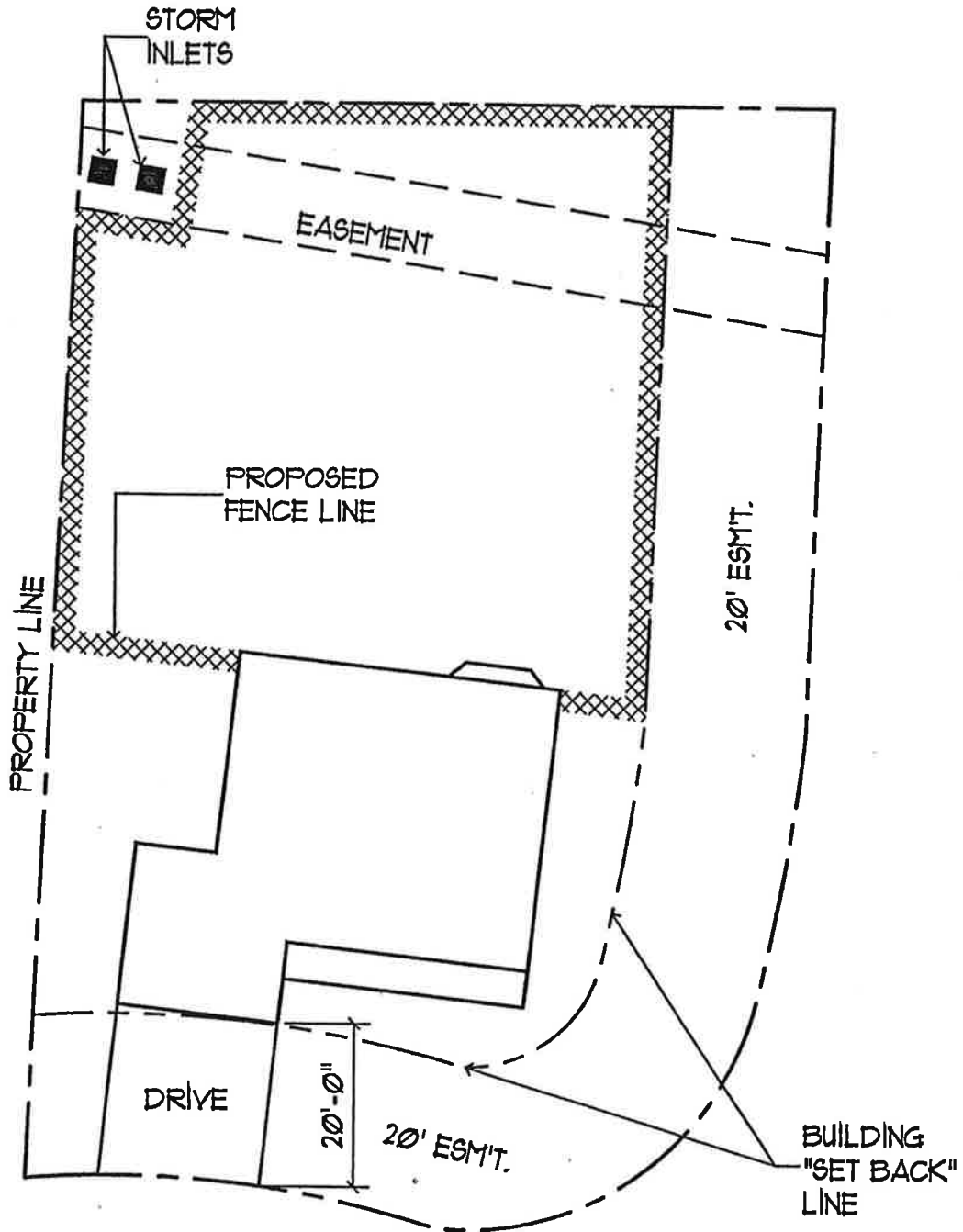


EXHIBIT B  
REAR YARD FENCING  
(SUBMIT FOR VARIANCE TO FENCE  
ONLY TO TREE LINE)

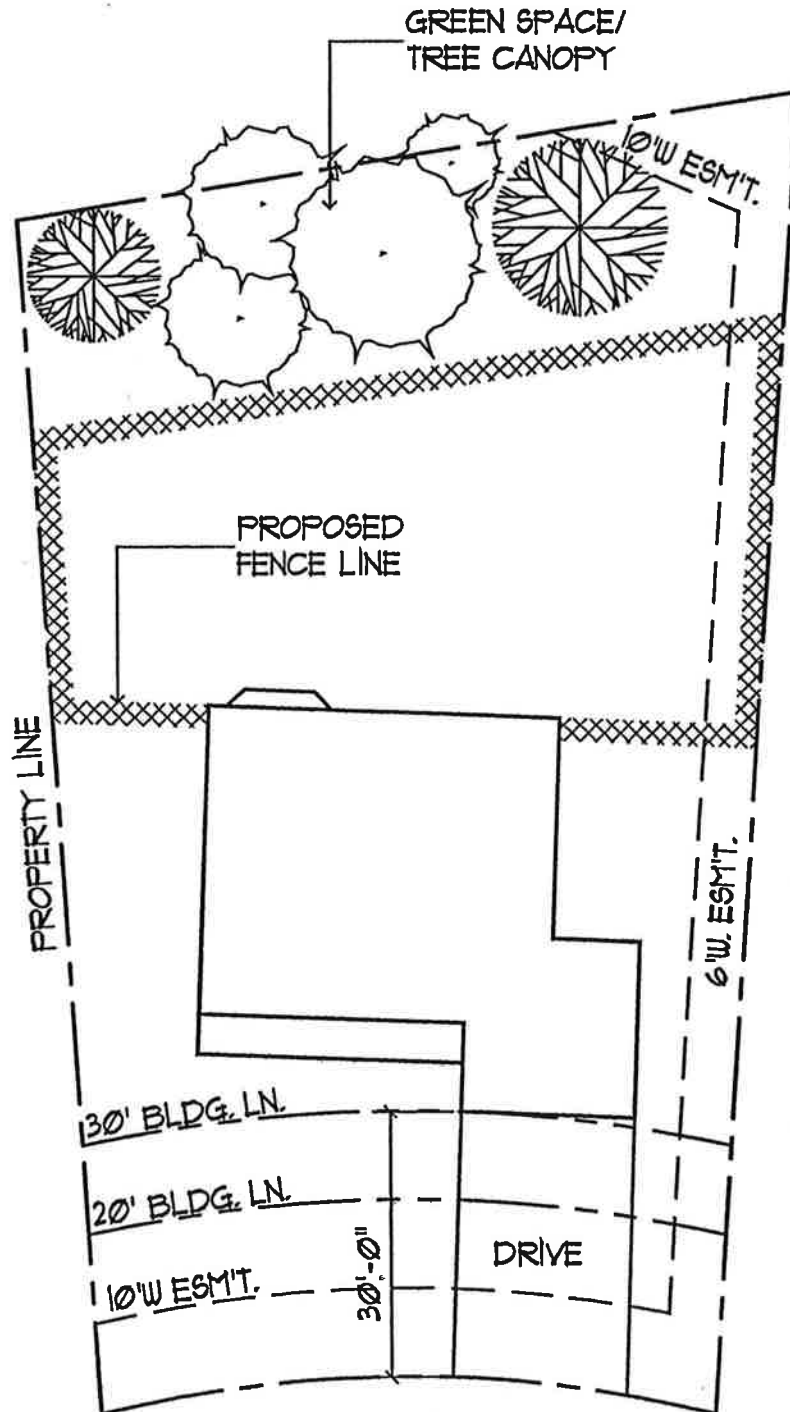




EXHIBIT C  
FENCING STYLES  
EXAMPLES

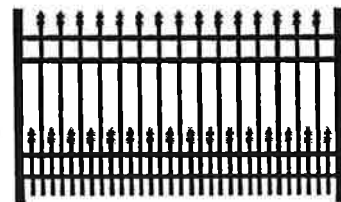
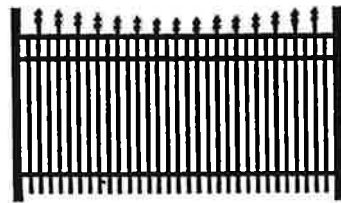
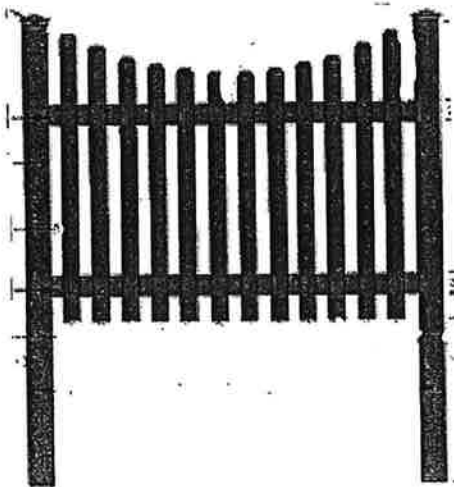
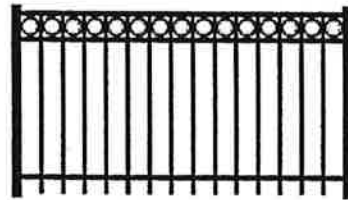
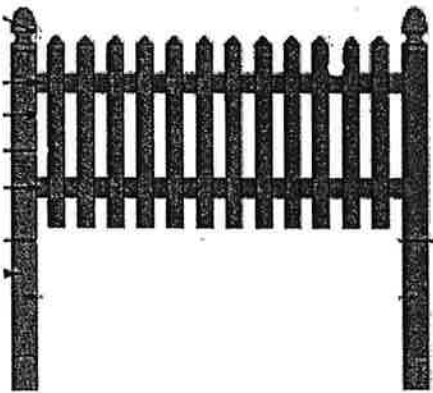
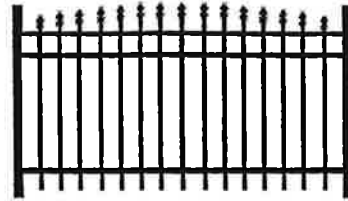
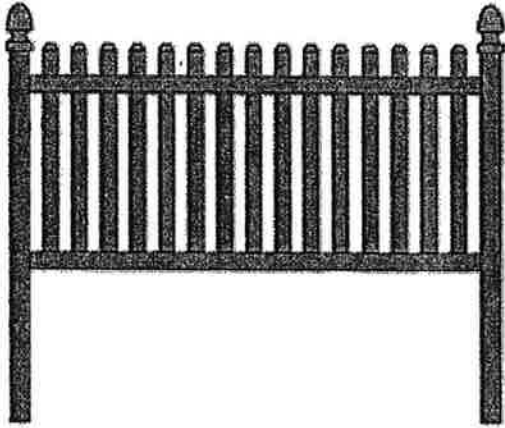


EXHIBIT D  
POOL FENCING  
EXAMPLES

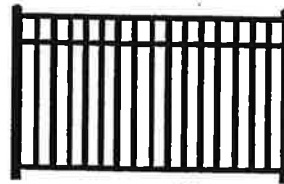
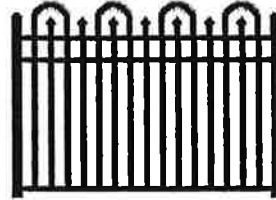
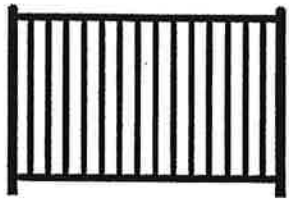


EXHIBIT E  
DECK, PORCH, SCREENED PORCH

