

INDENTURE OF RESTRICTIONS  
OF  
NORTH FORK SUBDIVISION - PHASE I

Book 8162  
Pages 2259 et seq.  
St. Louis County  
Recorder of Deeds

THIS INDENTURE OF RESTRICTIONS made and entered into this 11th day of June, 1987, by and between NORCO DEVELOPMENT COMPANY, (the "Developer") and JAMES L. HOLIFIELD, JERRY D. HOLIFIELD, and FLOYD M. GEORGE, as Trustees (hereinafter being individually referred to as "Trustee" and jointly referred to as the "Trustees" or "Board of Trustees"),

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of certain property situated in St. Louis County, Missouri, as more particularly described in Exhibit "B" attached hereto and incorporated by reference herein; and,

WHEREAS, in order to obtain the highest and best usage of the property herein described, Developer deems it in the best interest to subject a portion of the real property to the terms, provisions and conditions of this Indenture; and,

WHEREAS, Developer intends that said property, together with all buildings, improvements and appurtenances of whatever kind now or hereafter placed thereon, shall be subject to the terms, provisions and conditions of this Indenture of Restrictions; and,

WHEREAS, Developer may provide by amendment hereto for the inclusion thereof one or more additional parcels, and the buildings, improvements and appurtenances which may be placed thereon.

NOW, THEREFORE, Developer, as the owner of the above-described property for the purposes above set forth, and hereafter, does declare the following:

ARTICLE I

Definitions

The following terms, as used herein or elsewhere in any document relating to NORTH FORK SUBDIVISION, unless otherwise provided, are defined as follows:

(1) Developer - Developer as that term is used herein shall mean the above-named Developer, and any successor who may acquire title to a part of the Property for the purposes of constructing building improvements thereon, or for the purpose of completing construction of improvements thereon, or for the purpose of selling such part to an ultimate first user of the Living Unit, and who derives title to such part of the Property through and under the Developer.

(2) Restrictions - Restrictions means this Indenture of Restrictions, as same may from time to time be amended.

(3) Plat - Plat as used herein means such Exhibit annexed hereto and by reference made a part hereof, and shall also include any plat of any other part of the Property hereafter placed of record, and any property added hereto, and expressly made subject to these Restrictions.

(4) Common Area or Common Land or Common Ground - Common Area or Common Land or Common Ground means those areas of the Property identified as such on any plat and required under applicable laws, ordinances, or zoning regulations, including, but not limited to any and all street lighting, cul-de-sacs, subdivision entrances and exits.

(5) Notice - Whenever used herein, notice means written advice delivered to the record owner of a lot by delivery to such owner personally or to his agent, or by mailing (by U.S. Certified or Registered Mail, postage prepaid)

the same to such owner or to the last known address of the owner thereof, or by posting the same upon any conspicuous place of the Living Unit of any such owner. Service in any one of the aforesaid methods shall be deemed sufficient for notice for all purposes under these Restrictions. When notice is given by mail, notice shall be deemed given as of the date the same is deposited in the mails directed to the owner of the lot or parcel at the address of the lot or parcel and whether or not received by such owner.

(6) Property - The "Property" as used herein shall mean all of that property described in Exhibit "A" attached hereto and by reference made a part hereof, and any additional real property included in and subjected to these Restrictions.

(7) Road/Street - Any right-of-way dedicated to public use by the Plat or by subsequent plats or other instruments of record.

(8) Recreational Facilities - As used herein, Recreational Facilities shall mean those amenities of Common Areas designated for use by the owners of each Living Unit herein, including, but not limited to, tennis court(s), swimming pool, club house, walkways, dedicated parking for use of any recreational facility, and shall also include the rights of ingress and egress to and from any of said Facilities.

(9) Association or Owner(s) Association - These terms shall mean the ~~not-for-profit corporation~~ or association responsible for operation of NORTH FORK SUBDIVISION.

(10) Common Expenses and Liabilities - All expenditures made by or financial liabilities of the Association, together with any allocations to reserve, and the liability for payment of same as allocated to the Owner of each Lot and Living Unit.

(11) Board or Board of Trustees - The Board of Directors, or Trustees, or Board of Trustees, or other administrative body responsible for the administration of the Association.

(12) Person - As used herein, "person" shall mean an individual, group of individuals, association, corporation, partnership, joint venture, business trust, or other legal or commercial entity.

(13) Lot Owner/Owner - These terms shall mean any individual in whose name the record title of ownership in fee simple is held.

(14) Lot - Includes that portion of the Subdivision designed for and improved for use by a single-family residential structure, and may be referred to as Living Unit.

(15) Subdivision - Means NORTH FORK SUBDIVISION, and additions thereto, including all Common Areas, elements, roads, streets and Recreational Facilities.

## ARTICLE II

### Subjecting to Restrictions

Developer, subject to the terms or these Restrictions hereby subjects the property described in Exhibit "A" to these Restrictions, all of which shall run with the land. In the event of any change in the zoning affecting the Property, the Developer reserves the right, upon the prior written approval of the Director of the St. Louis County Department of Planning, or its successor in office, to modify or vacate these restrictions with respect to any part of the Property subjected thereto, so long as Developer shall be the owner of any lot within the Property.



### ARTICLE III

#### Duration of Indenture of Restrictions

The restrictions, limitations, covenants and provisions of these Restrictions shall run with the land and shall burden the same, as covenants for the benefit of all Owners and shall continue and be binding upon Developer and its successors and assigns, and upon the Trustees, and upon their successors in trust and assigns in trust, and those claiming by, through or under them, for the duration of the Subdivision established herein. In the event the Subdivision shall be vacated, thereafter, fee simple title shall vest in the then Lot Owners as tenants in common.

### ARTICLE IV

#### Restrictions and Protective Covenants

Section 1 - Use of Property. No part of the Property encumbered by these Restrictions shall be used in any manner other than for residential purposes consistent with a first-class residential community consisting of and consistent with a single-family development and/or no part of the Property encumbered by Restrictions shall be used by any Owner or any other person, firm or corporation in any manner in violation of any of the restrictions or provisions herein set forth. No part of the Property encumbered by these Restrictions shall be used for the purpose of carrying on any business, trade or occupation of any kind.

Section 2 - Size of Houses and Living Units. The minimum inside gross square footage in area of each single family structure shall not be less than 1300 square feet of habitable area, excluding basements and parking areas designed as such.

Section 3 - Nuisances. No noxious or offensive activity shall be conducted upon any part of the Property encumbered by these Restrictions nor shall anything be done which may be, or may become, in the Trustees' sole judgment, an annoyance or a nuisance to the neighborhood. All of the Owners shall properly maintain their property, including improvements thereon, and all common grounds appurtenant thereto, and shall keep said property free from unsightly accumulations of weeds and unattended vegetation in excess of ten (10) inches, debris, rubbish, abandoned vehicles and other waste matters. All of the Owners shall maintain the property free from any foul, noxious, unhealthful, or disagreeable odor or effluvis.

Section 4 - Health and Sanitation. No person shall keep or discharge on the property any nauseous or foul smelling substance, including, but not limited to, ashes, cinders, slops, filth, excrement, sawdust, stones, rock, dirt, straw, soot, sticks, shavings, shells, bones, cans, dust, paper, trash, rubbish, manure, refuse, offel, waste paper, fish, putrid meat, entrails, decayed fruit or vegetation, broken ware, rags, old iron or other metal, old wearing apparel, animal or vegetable matter.

Section 5 - Pets and Animals. No pigeons, poultry, cattle, hogs, rabbits or any other animals, excepting no more than two (2) domestic dogs, birds, and/or cats, may be kept in any Living Unit or other part of the Property encumbered by these Restrictions. Furthermore, and without limiting the foregoing: (a) any animal causing or creating a nuisance or unreasonable disturbance or noise shall, in the sole judgment of the Trustees, be permanently removed by its owner from the Property encumbered by these Restrictions upon three (3) days' written notice by the Trustees, or any of them; and (b) any animal which, in the sole judgment of the Trustees, is determined to be vicious shall be immediately removed by its owner from the Property encumbered by these Restrictions.

Section 6 - Other Structures (Restrictions). No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be installed, constructed or used in any part of the Property subjected to these Restrictions, either temporarily or pennanently, without the express prior



written consent of the Trustees regarding said structure(s) involved; provided, however, that during the period of construction by any Developer (and Successor Developer, if any) or Owner of improvements on its or his respective property, not otherwise violative of any of the restrictions or provisions of these Restrictions, a construction trailer or other similar type of temporary storage facility may (without such consent) be temporarily located on its or his property during the construction period. Any construction commenced by a person other than Developer (and Successor Developer, if any) shall not exceed a period more than thirty (30) cumulative days in the aggregate.

\* Section 7 - Parking of Vehicles. No boats, trailers, unlicensed automobiles or trucks, nor any types of commercial vehicles, shall be parked on any part of the subdivision between at any time, without the prior written consent of the Trustees. No trucks or boats of any kind shall be kept on the said Property, without the express prior written consent of the Trustees regarding same.

*not to exceed  
72" (wood)*  
Section 8 - Fences. No fence structure erected or constructed upon any part of the Property shall be restrictive or confining by design or purpose; exceed forty-eight (48) inches in height, as measured from the grade surface of the ground to the highest point of said fence and posts; nor shall same be constructed or made of any material other than wood; nor shall any such fence structure extend forward of and beyond the plane which runs parallel with the face of the front (street) facing exterior wall of any habitable living structure constructed on any Lot.

Section 9 - Above-Ground Structures. No above-ground structure, other than required street lights, cul-de-sacs, divided street entry islands, shall be erected or placed for use upon any of the Property.

Section 10 - Pool and Swimming Pool. No pools, swimming pools, ponds, or other structures designed for the retention of water shall be constructed or placed in, over, under or upon any portion of the Property herein, without the prior written consent of the Trustees.

Section 11 - Trash Disposal. No trash, rubbish, or garbage receptacle or can shall be placed on the Property outside of a building located thereon, except upon the day of the week or month upon which regularly scheduled collections of same are to occur.

Section 12 - Use of Common Area and Recreational Facilities. No portion of the Common Area, nor any portion of the Recreational Facilities, shall be used for any industrial, commercial, business, residential or dwelling purpose.

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## ARTICLE V

### Maintenance and Use of Streets

Developer, subject to the provisions of these Restrictions and to easements, conditions and restrictions, if any, now of record (without the requirement for additional instruments of conveyance), hereby GRANTS unto the Trustees, as tenants in common, and unto their Successors in Trust, and their designees or employees, a perpetual non-exclusive right, privilege and easement and right-of-way for ingress and egress and for temporary construction purposes in and to, over, along and across all streets, roads, circles, private drives and avenues now or hereafter existing in the Property encumbered by these Restrictions. The streets and road(s) shown on the Plat embraced within the Property (and on any subsequent plat of any other part of the Property) shall be maintained and/or repaired by the Board of Trustees (until such streets or road(s) be dedicated to public use and accepted for maintenance by any public authority), all for the use and benefit of the Owners, their lessees, licensees and invitees, and other persons, if any, authorized by the Trustees to use the streets or otherwise entitled to use the



streets; and to provide (including, but not limited to, such other persons as the Board of Trustees may grant any such easements, in the sole judgment of said Board of Trustees) adequate ingress and egress over the Common Areas. The Developer and the Trustees further hereby grant to all of the lot Owners for the Owners' own benefit, their lessees, licensees and invitees, a perpetual non-exclusive right, privilege, easement and right-of-way for ingress and egress in, to, over, along and across the streets. The streets, or any part thereof, may at any time be dedicated to public use by the Developer, or by the Board of Trustees, or by the owners of record of seventy-five percent (75%) of the Lots. None of the easements, rights-of-way and/or other rights provided hereunder shall prevent the Developer, or its successor or assigns, from granting reasonable sewer, utility or other easements within, over, or under the streets or roads, or in, over and under the Common Area, as long as such easements are not in conflict with the purpose of these Restrictions. The easements set forth in this Article V shall commence and become effective immediately upon the recording of these Restrictions, and shall, in the case of any Street which may hereafter be constructed in the said property, commence, and become effective, upon the completing of the platting of such Street, whether platted by separate plat of record or by plat annexed to a subsequent subdivision declaration, or by other instrument of record.

#### ARTICLE VI

##### Easements

Section 1 - Easements Appurtenant to Lots. Perpetual easements are hereby established, running with the land, appurtenant to all Lots of the Subdivision, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Areas and Recreational Facilities. Such use of any Recreational Facilities shall be subject the terms, conditions and provisions set for this Indenture of Restriction, and such rules and regulations as from time-to time may be promulgated by the Trustees.

Section 2 - Utility Easements. Easements, as shown on the Plat are established and dedicated for sewers, electricity, gas, water, telephone and telecommunication, and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone and telecommunication wire and equipment and electrical conduits and wires over, under, along and on the Common Areas.

Section 3 - Easements to Run With Land. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Developer, its successors and assigns, and any Lot Owner, purchaser, mortgagee, or other person having an interest in any portion of the Subdivision Property herein described, whether or not such easements are mentioned or described in any Deed of Conveyance, and all easements established in Section 2 above shall also inure to the benefit of the present and future Owners of the Property described in any exhibit attached hereto and incorporated herein by reference, and to any Lot Owner, purchaser, mortgagee or other person having an interest in the Property.

#### ARTICLE VII

##### Appointment of Trustees and Election by Owners

Section 1. The Board of Trustees shall consist of three (3) Trustees, each of whom shall be a person of at least twenty-one (21) years of age. The Trustees executing this Indenture, as such, shall constitute the first Board of Trustees and said Trustees, or their Successors in Trust appointed by Developer, shall serve at the pleasure of Developer (or the Developer's nominee, or Developer's successors by merger or by operation of law) for the



five (5) year period immediately following the date of recording of this Indenture (hereinafter referred to as the "Initial Five (5) Year Period"). After the expiration of such Initial Five (5) Year Period, the Trustees shall be appointed by, and serve at the pleasure of, the then owners of record of at least two-thirds (2/3) of all of the lots or parcels in the Property encumbered by these Restrictions, which appointment and removal of Trustees shall take place from time to time at meetings of Owners. Where determinations are to be made by a majority, or other required percentage, of the lot owners, joint tenants, tenants by the entireties or tenants in common, shall for all purposes be entitled to one vote only for each lot or parcel owned by them in such collective capacity which vote shall be exercised in concert by the joint tenants, tenants by the entireties or tenants in common. Where portions of the Property have not been improved with any structure, the owners of such portions shall be entitled to one (1) vote for each lot, the construction of which is authorized (though no permits have been issued) upon such portions under the applicable zoning laws and Planned Environment Unit Plat approved by the St. Louis County. The Board of Trustees may, from time to time, in its sole judgment, authorize voting by proxy in such form and upon such terms as the Board of Trustees, may determine.

Section 2. Each Trustee appointed pursuant to this Article VII shall serve at the pleasure of the Developer, or the then owners of record of at least two thirds (2/3) of all of the lots, as the case may be. In the event of the death, resignation or removal of any Trustee, or the inability of any Trustee to continue to serve as such hereunder, his or her successor shall be appointed by the Developer, or, after the Initial Five (5) year Period, by the then owners of record of at least two-thirds (2/3) of all of the lots in the Property encumbered by these Restrictions at a meeting called for such purpose by reasonable advance notification to all of the then owners of record of completed lots. All actions of the Trustees in their capacities as such shall be by a majority of them, either by a vote cast at a meeting of the Board of Trustees after notice as been given to each Trustee, or by the written consent of a majority of the Trustees, provided that in the latter instance, the non-signatory Trustee, if available, is first consulted as to any such action then proposed.

Section 3. At such time when fifty percent (50%) of the lots with completed structure authorized by law to be constructed on the entire Property have been sold by Developer and occupied, then the owners of record of the lots shall have the right at all times thereafter to designate one-third (1/3) of the Trustees on the Board of Trustees, the first Trustee so designated to take the place of James L. Holifield (or his successor, if any); when ninety-five percent (95%) of the lots with completed structure authorized by law have been sold by Developer and occupied, then the owners of record of the lots shall have the right at all times thereafter to designate two-thirds (2/3) of the Trustees on the Board of Trustees, the second Trustee so designated to take the place of Jerry D. Holifield (or his successor, if any); when one hundred percent (100%) of the lots with completed structure authorized by law have been sold by Developer and occupied, then the owners of record of the lots shall have the right at all times thereafter to designate all members of the Board of Trustees. Any designation of a Trustee by the Owners shall be effected at an election called for such purpose and by a majority vote of the Owners attending such election; any such election shall be called by the Board of Trustees (failing which same may be called by any three of the lot owners) upon which the giving to the Owners not less than thirty (30) days prior thereto notice of the date, time and place of such election which shall be held in St. Louis County, Missouri. Each Trustee elected by the Owners shall serve for a term of three (3) years, or until his respective successor shall have been duly elected and qualified; if any such Trustee elected by the Owners shall resign, become disabled, refuse or decline to act, the then remaining Board of Trustees shall have the right to appoint a successor Trustee from among the Owners to fill the unexpired term of any such Trustee who may have so resigned, become disabled, refused or declined to act. Any Trustee elected by the Owners hereunder shall at all times have an ownership interest of record in a lot or parcel. In the event the provisions of this Indenture cannot be fulfilled by reason of unfilled vacancies among

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the Trustees, the County Council may, upon the petition of any concerned resident or Property Owner of the Subdivision, appoint one or more trustees to fill vacancies until such time as Trustees are selected in accordance with this Indenture. Any person appointed who is not a resident or Property 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 property in the subdivision, and which shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

#### ARTICLE VIII

##### Reservation of Expenditures

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

#### ARTICLE IX

##### The Association, Its Powers, Duties and Responsibilities

Section 1 - Management. The operation of the Common Areas of the Subdivision, and Recreational Facilities, shall be vested in the Association.

Section 2 - Authority. No Lot Owner, except the Board of Trustees of the Association, its authorized designees or Committees as may from time to time be appointed, shall have any authority to act for the Association or the Board of Trustees.

Section 3 - Appointment of Committees. The Board of Trustees may at any time, and from time to time, appoint such Committees to serve at the direction of the Board, in order to assist the Board of Trustees in the proper and harmonious management and operation of the Common Areas of the Subdivision and the Recreational Facilities. Such Committees may include, but not by way of limitation, Landscape Committee, Safety Committee, and Clubhouse, Swimming and Tennis Committee. The members of any such Committee shall be comprised of such number of Lot Owners as from time to time may be designated by the Board of Trustees. Each Committee so appointed shall be responsible for the day-to-day planning, overseeing and functioning of the respective area of responsibility designated to such Committee(s) by the Board of Trustees. The Board of Trustees may require from time to time, and the members of each Committee shall provide from time to time, such information and reports to the Board of Trustees for the proper functioning and overseeing of the Association. Each such Committee shall, from time to time, make such recommendations to the Board of Trustees as the members of such Committee may deem advisable for the proper care and running of the Association as to such Committee may deem advisable. Any and all actions by any said Committee shall be subject to the continuing and exclusive control, direction and supervision of the Board of Trustees, whose decision shall be final in all such matters concerning the operation of the Association.

Section 4 - Powers and Duties. The powers and duties of the Board of Trustees and the Association shall include those set forth in the Articles of Incorporation, bylaws (not in conflict with any term or provision of this Indenture of Restrictions), and shall include the following:

(a) To acquire and hold title to all "Common Land" and Recreational Facilities in accordance with and pursuant to the aforesaid Order of the St.



Louis County Council and in accordance with and subject to the provisions of this instrument. They shall deal with any "Common Land" and Recreational Facilities so acquired as hereinafter required.

(b) To acquire and hold title to any shares of stock in any not-for-profit corporation which may be established for the purpose(s) of establishment of a separate entity to own, manage, regulate the use of, provide for improvement and repair to any Recreational Facilities of the Subdivision. It is contemplated by Developer that, and Developer does by this Indenture of Restrictions establish that, the Recreational Facilities of this Subdivision shall be shared jointly and equally with an adjoining subdivision, to be constructed on a contiguous tract or parcel of property and upon the formation of same, it shall be organized and effected under the terms, conditions and provisions not inconsistent with this Indenture of Restrictions.

(c) To exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), street lights, gates, Common Land, Recreational Facilities, park area, (including cul-de-sac islands, medians and entrance markers), shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded Plat of said above-described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, roads, street lights, 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, sewers, pipes, poles, wires, and other facilities and public utilities for services to the lots shown on said plat.

(d) To exercise control over the Common Land and Recreational Facilities as shown on the Plat of the "Property"; to pay real estate taxes and assessments on said Common Land and Recreational Facilities out of the general assessment hereinafter provided for; to provide for repair and improvement to the Common Land and Recreational Facilities; to grant easements which may be necessary for the proper use and development of said Common Land; to maintain and improve with shrubbery, vegetation, decorations, building, 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 of the lots in said Subdivision, all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land and Recreational Facilities, all for the benefit and use of the Owners of the lots in this Subdivision and according to the discretion of the said Trustees.

~~(e) Publicly to dedicate any private streets constructed or to be constructed on said Common Land and whenever such dedication would be accepted by a public agency, in the event the recorded Plat does not provide for public use and maintenance.~~

(f) To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of said Common Land and Recreational Facilities or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

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



(h) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, accessory buildings and other outbuildings have been submitted to them hereunder, approval shall be deemed to have been denied.

(i) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, or other structure on any of said Lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to Subdivision improvements shall be repaired.

(j) To borrow money and to pledge as collateral the Association's right to receive income (assessments).

(k) To impose charges for late payment of assessments and, after notice and opportunity to be heard, to levy reasonable fines for violation of the Indenture of Restrictions, by law (if any) and rules and regulations of the Association.

(l) To provide for the indemnification of the Board of Trustees, its appointees and designees, Committees, and to maintain liability insurance as it may deem necessary.

(m) To exercise such other powers as may be provided in its Article of Incorporation or bylaws, or the General Not-for-Profit Corporation Law of the State of Missouri, now in existence, and as may be from time to time amended.

(n) The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provision of this Indenture, may, from time to time, enter into contracts, employ agents, servants and labor as they may deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

## ARTICLE X

### Assessments

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

#### Section 1 - Common Area/Common Land.

(a) The Trustees and their successors are authorized to make uniform assessments in each calendar year except as hereinafter provided of an amount not to exceed One Hundred Twenty Dollars (\$120.00) against each single family residence and which is a completed dwelling unit on the date the assessment is levied, all for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein provided, and for the further purpose of



enabling the Trustees to defend and enforce restrictions, adequately to maintain and operate streets, if required, "Common Land", utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, and to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the lot owners.

(b) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the Owners of lots and parcels for approval an outline of the plan for the project contemplated and an estimated amount required therefor. If such project and the assessment so stated be approved at a meeting of the lot and parcel Owners duly called and held in the manner provided in reference to the election of Trustees by two-thirds (2/3) majority vote of those present in person or by proxy, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Twenty Dollars (\$120.00) per calendar year for general purposes set forth in 1 (a); above, shall not apply to any assessment made under the provisions of this paragraph.

Section 2 - Recreational Facilities. The Trustees and their successors are authorized to make uniform assessments in each calendar year in addition to any assessment as provided for in Section 1 herein above, against each single family residence which is a completed and occupied dwelling unit on the date the assessment is levied, all for the purpose of enabling the Trustees to adequately maintain and operate the Recreational Facilities provided to and for the use of the Subdivision, including insurance, utilities, or otherwise properly to protect the health, safety and general welfare of the users of any Recreational Facility. Any such assessments for maintenance and operation of the Recreational Facilities shall be determined by the Board of Trustees which shall estimate the total amount necessary to pay wages, provide materials, insurance, water, sewer charge, utilities, services and supplies which it anticipates will be required during the ensuing calendar year together with a reasonable amount which it considers to be necessary as a reserve for any future needs, contingency and replacement for or to said Recreational Facilities, and shall thereafter, provide for notice to the Lot Owners for approval in accordance with the terms and provisions of Section 1(b) herein above. The limit of One Hundred Twenty Dollars (\$120.00) per calendar year for general purposes set forth in Section 1(a), above, shall not apply to any assessment made under the provisions of this paragraph.

Section 3 - Exempt Property. All properties owned by Developer, from completion of construction until such time as the property shall be conveyed to and occupied by an individual Lot Owner, shall be exempt and not subject to assessments as set forth in Section 1 and Section 2 herein.

Section 4 - Payment and Liens. All assessments made by the Trustees for the purposes herein enumerated above shall be made and payable in the manner and subject to the following procedures, to wit:

(a) By December 1 of each year, the Board shall estimate the total amount necessary in order to provide for the services and needs set forth in Section 1 and Section 2 herein and, on or about December 15 of each year, shall notify the Owner of each lot in writing as to the amount of such estimate with the particulars therein itemized.

(b) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

(c) On the first day of each month of the following year, each Lot Owner shall be obligated to pay to the Board of Trustees, or designee, one-twelfth (1/12) of the assessment made hereunder. Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it



shall bear interest at the rate of nine percent (9%) per annum until paid, and such payment and interest shall constitute a lien upon said lot or parcel upon which the residence is situated, and said lien shall continue in full force and effect until said amount is fully paid. At anytime after the passage of the resolution levying an assessment and its entry in the minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots or parcels from the liability of assessments (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots or parcels affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments on account of any assessments.

Section 5 - Deposit of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in either a bank insured by the Federal Deposit Insurance Corporation, or in a savings and loan association insured by the Federal Savings and Loan Insurance Corporation, at interest, when such deposit deemed feasible by them. They shall designate one of their number as Treasurer of the subdivision funds collected under the provisions of this instrument. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the Trustees.

Section 6 - Revision of Budget. In the event that, at any time during the year, the Board of Trustees shall determine that its December 1 estimate is insufficient to meet current operating expenses, the Trustees may revise the budget for the balance of the calendar year to such an amount as is actually necessary to pay wages and for materials, insurance, utilities, services and supplies, together with a reasonable amount which it considers necessary as a reserve for future needs, contingencies and replacement; and in such event, the Trustees shall, within fifteen (15) days of the revision, notify the Lot Owners, in writing, as to the amount of the revised budget, with the particulars therein itemized. The cash requirements shall then be assessed against each Lot Owner. On the first day of each month thereafter, each Lot Owner shall be obligated to pay to the Board of Trustees, or designee, an amount equal to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of months remaining in the then current calendar year, of the additional revised assessment made hereunder. Any and all such cash requirements as provided in this Section, shall be subject to the same terms and provisions for notice, payment, assessment, imposition and release of liens, as provided for in Section 4 of this Article.

Section 7 - Storm Water Control. In addition to any regular and special assessment as herein set forth, the Trustees are authorized to assess each Lot Owner for any and all costs of constructing, reconstructing, repairing, and maintaining any storm water control easements that may be constructed on the Property, until same may have been accepted by the Metropolitan Sewer District.

Section 8 - Majority Rule. All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

Section 9 - Liens. Any lien established or created hereunder in favor of the Association to secure the personal obligation of each Lot Owner thereby for any unpaid assessment and interest thereon, shall also secure reasonable attorney's fees and costs of collection, incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Board of Trustees may take such action as is deemed necessary to collect assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interests of the Association. Any said liens shall have the priorities as may be established by law.



Section 10 - Right to Deny Use of Common Facilities. In addition to the foregoing remedies, the Board of Trustees shall have the right to deny to any Lot Owner, their guests, invitees, who are delinquent in the payment of any assessments levied hereunder, the right to use such Recreational Facilities as the Board of Trustees shall from time to time determine. No person who acquires an interest in any portion of the Subdivision shall be entitled to occupancy of the Lot and improvements thereon, or enjoyment of the Recreational Facilities, until such time as all unpaid assessment, interest and collection fees and charges then due and owing from the former Lot Owner have been paid.

#### ARTICLE XI

##### Limitation of Liability

Section 1 - Common Expenses. The liability of each Lot Owner for common expenses shall be limited to the amounts therefor in accordance with this Indenture of Restrictions, Articles of Incorporation and bylaws.

Section 2 - Liabilities. A Lot Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Areas and Recreational Facilities, but only to the extent of its pro rata share of that liability in the same percentage as determined by a fraction, the numerator of which shall be one (1), and the denominator of which shall be the total number of Lots authorized for construction and occupied within the Subdivision. The Association shall at all times maintain insurance as herein provided, insuring each Lot Owner against any liability arising out of its interest in the Common Areas, Recreational Facilities, or membership in the Association.

#### ARTICLE XII

##### Modifications and Additional Streets

Section 1 - Modifications. Provisions herein may be amended, modified and changed from time to time by Developer within five (5) years after date hereof, so long as it shall own at least one Lot within said Subdivision, by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided such amendment, modification or change is approved by the Director of the St. Louis County Department of Planning, or by any of its respective successors in office, or if both such offices be abolished, then by the governmental authority having jurisdiction over the Property. Thereafter, this indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of all the owners of the lots or parcels now subject to and hereafter made subject to these Restrictions with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees or to eliminate the requirement that there be trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of the St. Louis County Department of Planning.

Section 2 - Additional Structures. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.

#### ARTICLE XIII

##### Severability

Whenever possible, each provision of these Restrictions (or any portion thereof) shall be interpreted in such a manner as to be effective and valid under applicable law. The parties hereto desire, and hereby consent and agree, that any court or other body making such interpretation shall to the



least extent necessary to avoid any invalidity or unenforceability, so reform such provisions (or any portion thereof) to such necessary extent in order to render the same valid and enforceable, then the invalidity or unenforceability of any such particular provision shall not affect the other provisions hereof, and these Restrictions shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

#### ARTICLE XIV

##### Acceptance by Grantees

Each transferee of Grantor or of Developer, or of its successors or assigns, by acceptance of a deed of conveyance, accepts such transfer and conveyance subject to all of the restrictions, conditions, covenants, easements, reservations, liens and charges contained in, and all of the jurisdiction, rights and powers created and reserved by, these Restrictions or to which these Restrictions are subject. All rights, benefits and privileges of every character hereby created, reserved, or declared, and all impositions and obligations hereby imposed, shall be deemed to be covenants running with (and burdening) the land, shall bind, and be enforceable against, any persons having at any time any interest or estate in the property subjected to these Restrictions, and shall inure to the benefit of and be enforceable by, any such record owner in like manner, as though the provisions of these Restrictions were recited and stipulated at length in each and every deed of conveyance to any of the properties subjected to these Restrictions.

#### ARTICLE XV

##### Gender

Wherever used herein, and to the extent appropriate, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine or neuter genders.

#### ARTICLE XVI

##### General Provisions

Section 1 - Condemnation. With respect to any Common Areas, as may hereafter become the subject of any proceeding in eminent domain instituted by any public or quasi-public authority, the Trustees shall be the only necessary parties to any such proceedings, and shall have the right and power in their sole judgment, to defend and compromise any such proceeding, upon such terms as the Trustees, in their sole judgment, may determine, to effect conveyances pursuant to any such compromise or judgment, to receive the proceeds of any such compromise or payment on account of any judgment, and to hold and administer such proceeds, in trust, for the purposes set forth in these Restrictions.

Section 2 - Signs. No signs of any kind shall be displayed to the public view on any lot or parcel except one professional sign of not more than one (1) foot square, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

Section 3 - Compliance with Ordinances. Notwithstanding any other condition herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by limitation, the Trustees shall make provisions for the maintenance and operation of all street lights, and streets (until same be dedicated to public use and accepted for maintenance), roads (until same be accepted for maintenance by the appropriate governmental authority), and easements.

Section 4 - Common Ground. With respect to that Common Area or Common Land or Common Ground required to be established as such by applicable law, ordinance, or zoning regulation (but excluding Restricted Areas) such Common Area or Common Land or Common Ground shall be conveyed and transferred, subject to these Restrictions, to the Trustees hereunder, and unto their Successors in Trust upon the terms and conditions now required by such ordinances, applicable law and zoning ordinances, if such ordinances, applicable law and zoning ordinances so require.

Section 5 - Independence of Covenants. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said tract, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

#### ARTICLE XVII

##### No Representations or Warranties

Nothing in these Restrictions shall constitute nor be construed to be a representation by any Developer or by any Trustee to create or establish any Common Area nor to create or establish or construct any recreation facility, except to the extent, if any, that the establishment, creation, or construction of any of the foregoing be required by laws or ordinances now in force and effect.

#### ARTICLE XVIII

##### Amendments and Additions

This Indenture of Restrictions may be amended by Developer at any time from time to time for a period up to and including five (5) years from and after recordation of this instrument, to add to the capital Property, subject to this Indenture all or any portion of the property described in Exhibit attached hereto and incorporated by reference herein, and such other property contiguous to the Property of the Subdivision. In the event all or any portion of said Property, and additions thereto, is subjected to this Indenture of Restrictions, then the interest in the Common Area, Recreational Facilities, and Association included in the Subdivision and addition thereto, shall be determined by a fraction, the numerator of which shall be one (1), the denominator of which shall be the total number of Lots included in the Subdivision after the proposed amendment and addition. Acceptance of a Deed from Developer to any Lot Owner in the Subdivision shall constitute the consent of the Lot Owner, its successors and assigns, to any such amendment(s) and addition(s) to the Indenture and the Subdivision.

#### ARTICLE XIV

##### Further Assurances

The parties hereto, on their own behalf and on behalf of their respective successors and assigns, hereby covenant and agree to execute and deliver, without further consideration, such other and further agreements, documents and/or instruments or conveyance, assignment and transfer, and to do such other things and to take such further actions, supplemental or confirmatory, as may be desirable or necessary to effectuate more fully the purposes of these Restrictions including, without limitation, the further confirmation of the easements granted under these Restrictions with respect to the streets and Common Areas presently and/or hereafter platted in the property subjected to these Restrictions.



IN WITNESS WHEREOF, the Developer has caused these Restrictions to be executed by its authorized officer, and its corporate seal to be hereby affixed, and the Trustees have also hereto set their hands the day and year first above written.

WOODRUN DEVELOPMENT COMPANY, a Missouri Corporation, d/b/a NORCO DEVELOPMENT COMPANY, Developer

By \_\_\_\_\_ President

\_\_\_\_\_  
Trustee (James L. Holifield)

\_\_\_\_\_  
Trustee (Jerry D. Holifield)

\_\_\_\_\_  
Trustee (Floyd M. George)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared Jerry D. Holifield, to me personally known, who being by me duly sworn, did say that he is the President of Woodrun Development Company, d/b/a NORCO Development Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Jerry D. Holifield acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared James L. Holifield, Jerry D. Holifield, and Floyd M. George, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, as Trustees.

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

My term expires: \_\_\_\_\_



CONSENT OF MORTGAGEE

The undersigned, being the holder of the following Deed(s) of Trust recorded in the Office of the Recorder of Deeds within and for St. Louis County, Missouri, as follows, to wit:

Book

Page

does hereby consent to the foregoing Restrictions and agrees that the aforesaid Deed(s) of Trust and all advances thereunder shall be subject to and junior to said Restrictions.

Dated: \_\_\_\_\_

BOATMEN'S BANK OF ST. LOUIS COUNTY

By \_\_\_\_\_  
B. J. MCSORLEY, Vice-President

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared B. J. McSorley, to me personally known, who being by me duly sworn did say that he is the Vice-President of Boatmen's Bank of St. Louis County, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said B. J. McSorley acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_



AMENDMENT TO  
INDENTURE OF RESTRICTIONS  
OF  
NORTH FORK SUBDIVISION

BOOK 9779  
PAGES 383-386  
ST. LOUIS COUNTY  
RECORDER OF DEEDS

THIS AMENDMENT is made and executed by the Board of Trustees of the North Fork Subdivision, an unincorporated Association to the Indenture of Restrictions of the North Fork Subdivision, (hereinafter referred to as "Indenture") recorded in Book 8162, Page 2259 et. seq.

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W I T N E S S E T H

WHEREAS, North Fork Subdivision Indenture of Restrictions was recorded in Book 8162, Page 2259 et. seq. in the St. Louis County Records;

WHEREAS, in said Indenture in Article XII, Section 1 provides in pertinent part that this Indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of all the owners of the lots or parcels now subject to and hereafter made subject to these Restrictions; and

WHEREAS, more than two-thirds (2/3) of all the owners of the lots or parcels now subject to and hereafter made subject to these Indentures have agreed to amend, modify and change these Indentures by their written consent.

NOW, THEREFORE, the Trustees of the North Fork Subdivision pursuant to the powers granted in said Indenture by the written instruction of over two-thirds (2/3) of the lot owners subject to the Indentures of Restrictions of North Fork Subdivision do hereby amend the Indentures as follows:

1. Article IV, Section 8 presently reads:

"Section 8 - Fences. No fence structure erected or constructed upon any part of the Property shall be restrictive or confining by design or purpose; exceed forty-eight (48) inches in height, as measured from the grade surface of the ground to the highest point of said fence and posts; nor shall same be constructed or made of any material other than wood; nor shall any such fence structure extend forward of and beyond the plane which runs parallel with the face of the front (street) facing exterior wall of any habitable living structure constructed on any Lot."

Article IV, Section 8 shall be amended to read:

---

Section 8 - Fences. No fence structure erected or constructed upon any part of the Property shall be restrictive or confining by design or purpose; exceed seventy-two (72) inches in height, as measured from the grade surface of the ground to the highest point of said fence and posts; nor shall any such fence structure extend nor shall same be constructed or made of any material other than wood; nor shall same be constructed or installed without having first been approved by a majority of the Board of Trustees. The Board of Trustees' decision shall be final. Additionally, the fence structure shall not extend forward of and beyond the plane which runs parallel with the face of the front (street) facing exterior wall of any habitable living structure constructed on any Lot.

2. Article VII, shall be deleted in its entirety and restated as follows:



ARTICLE VII  
Appointment of Trustees and Election by Owners

Section 1. The Board of Trustees shall consist of three (3) Trustees, each of whom shall be a person of at least twenty-one (21) years of age. The Trustees executing this Indenture, as such, shall constitute the first Board of Trustee. The homeowners elected as Trustees thereafter shall serve as successors to the first Board of Trustees. Each lot owner shall be entitled to one vote for each Lot. The Board of Trustees may, from time to time, in its sole judgment, authorize voting by proxy in such form and upon such terms as the Board of Trustees, may determine.

Section 2. The Board of Trustees shall have an election of Trustees every two (2) years in September. The Trustees shall establish the time, date and place of the meeting for the election. A quorum is required to have a proper election which shall consist of twenty percent (20%) or more of the Lot Owners eligible to vote by proxy or in person. The Trustees shall give the Lot Owners no less than ten (10) nor more than sixty (60) days notice as to the date, time and place of the election which shall be held in St. Louis County, Missouri. Each Trustee elected by the Owners, shall serve for a term of two (2) years. If any such Trustee elected by the Owner shall resign, become disabled, refuse or decline to act, then the remaining Board of Trustees shall have the right to appoint a Successor Trustee from among the Owners to fill the unexpired term of any such Trustee who may have so resigned, become disabled, refused or declined to act. Any Trustee elected by the Owners hereunder shall at all times have an ownership interest of record in a lot or parcel. In the event provisions of this Indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council may, upon the petition of any concerned resident or Property Owner of the Subdivision, appoint one or more Trustees to fill the vacancies until such time as the Trustees are selected in accordance with this Indenture. Any person appointed who is not a resident or Property 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 property in the Subdivision, and which shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

3. Article X, Section 4(c) first sentence presently reads:

Section 4 - Payment and Liens.

"(c) On the first day of each month of the following year, each Lot Owner shall be obligated to pay to the Board of Trustees, or designee, one-twelfth (1/12) of the assessment made hereunder."

Article X, Section 4(c) first sentence shall be deleted in its entirety and shall read in its place:

Section 4 - Payment and Liens.

(c) On the first day of January of each year, the Lot Owners shall be obligated to pay the Board of Trustees, or designee, the assessment made hereunder but not later than the 15th of January of each year.

4. A new Article XV shall be added as follows:

ARTICLE XV  
Attorney's Fees

In the event that the Trustees, in their sole discretion, determines that it is necessary to enforce this Indenture and Restrictions in Court or in equity or in the form of arbitration, then the Northfork Subdivision shall be reimbursed for the expen-

diture of attorney's fees, Court costs and other expert fees to enforce this Indenture of Trust and Restrictions. Said expenses shall be paid by the offending Lot Owner to the Board of Trustees on behalf of the Subdivision. In the event the Trustees, as determined in their sole discretion, retain the advice of counsel without going to Court or arbitration, then said expenses will be levied against the Lot Owner and collected in the same manner as a common assessment.

5. Except as amended hereby, the Indenture shall remain in full force and effect.

6. No action to challenge the validity of these Amendments may be brought more than one (1) year after these Amendments are recorded.

IN WITNESS WHEREOF, the parties have executed the foregoing this 1 day of JUNE, 1993.

NORTH FORK SUBDIVISION

[Signature]  
President  
CARMELON / MARTURANA

ATTEST:

[Signature]  
Secretary

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

On this 1 day of JUNE, 1993, before me appeared THE UNDERSIGNED, to me personally known, who, being by me duly sworn, did say that CARMELON / MARTURANA is the President of North Fork Subdivision, and that said document was signed and sealed on behalf of said North Fork Subdivision by authority of its Board of Trustees, and said TRUSTEES acknowledged said document to be the free act and deed of said North Fork Subdivision.

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.

[Signature]  
Notary Public

My Commission Expires:

CARMELO N. MARTURANA  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 7/18/94  
ST. LOUIS COUNTY

BOARD OF TRUSTEES:

[Signature]  
CARMELON / MARTURANA

[Signature]  
DONNA WILLCUTTS

[Signature]  
JIM REITER

#88/162a

STATE OF MISSOURI

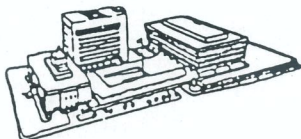
COUNTY OF ST. LOUIS

On this 2 day of JUNE, 1993, before me personally appeared CARMELO N. MARTURANA to me known to be the person described in and who executed the foregoing instrument, and acknowledged the he executed the same as his free act.

MORRIS MURPHY  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. MAY 14, 1995

Notary Public [Signature]





DANIEL T. O'LEARY  
RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver  
Director of Revenue



# RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. ( SHOWN ON THE 1st PAGE OF  
INSTRUMENT. AND ALSO  
AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI ) SS  
COUNTY OF ST. LOUIS )  
FILED TO RECORD

93 JUL -1 AM 9:18

REC'D BY [Signature]  
ST. LOUIS COUNTY, MO.

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

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

Daniel T. O'Leary  
Recorder of Deeds  
St. Louis County, Missouri

By M King  
Deputy Recorder



BOOK 9779 PAGE 386

POSTAGE \$ \_\_\_\_\_

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END OF DOCUMENT  
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RECORDING  
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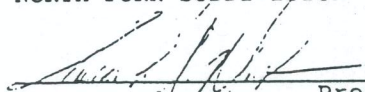
diture of attorney's fees, Court costs and other expert fees to enforce this Indenture of Trust and Restrictions. Said expenses shall be paid by the offending Lot Owner to the Board of Trustees on behalf of the Subdivision. In the event the Trustees, as determined in their sole discretion, retain the advice of counsel without going to Court or arbitration, then said expenses will be levied against the Lot Owner and collected in the same manner as a common assessment.

5. Except as amended hereby, the Indenture shall remain in full force and effect.

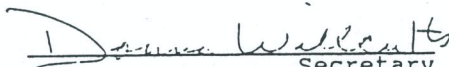
6. No action to challenge the validity of these Amendments may be brought more than one (1) year after these Amendments are recorded.

IN WITNESS WHEREOF, the parties have executed the foregoing this 1 day of JUNE, 1993.

NORTH FORK SUBDIVISION

  
\_\_\_\_\_  
President  
CARMELON / MARTURANA

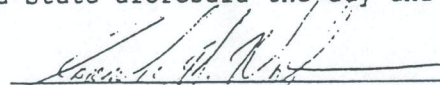
ATTEST:

  
\_\_\_\_\_  
Secretary

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

On this 1 day of JUNE, 1993, before me appeared THE UNDERSIGNED, to me personally known, who, being by me duly sworn, did say that CARMELON is the President of North Fork Subdivision, and that said document was signed and sealed on behalf of said North Fork Subdivision by authority of its Board of Trustees, and said TRUSTEES acknowledged said document to be the free act and deed of said North Fork Subdivision.

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.

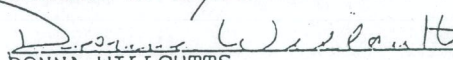
  
\_\_\_\_\_  
Notary Public

My Commission Expires:

CARMELO N. MARTURANA  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 7/18/94  
ST. LOUIS COUNTY

BOARD OF TRUSTEES:

  
\_\_\_\_\_  
CARMELO N. MARTURANA

  
\_\_\_\_\_  
DONNA WILLCUTTS

  
\_\_\_\_\_  
JIM REITER

#88/162a

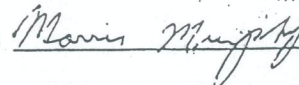
STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 2 day of JUNE, 1993, before me personally appeared CARMELON N. MARTURANA to me known to be the person described in and who executed the foregoing instrument, and acknowledged the he executed the same as his free act.

MORRIS MURPHY  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. MAY 14, 1995

Notary Public

  
\_\_\_\_\_  
Morris Murphy

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