

INDENTURE OF TRUST AND RESTRICTIONS
OF
SHADOW RIDGE

THIS INDENTURE, made and entered into this ____ day of _____, 1987, by Bruton Builders, Inc., a Missouri Corporation, referred to herein as "Owner"; and Christopher Cotton, Robert Bruner and Francis J. Vatterott, all of the County of St. Louis, State of Missouri, referred to herein as "Trustees".

WHEREAS, Owner hold fee simple title to the property described on Exhibit A attached hereto, and

WHEREAS, the property described on Exhibit A has been subdivided and the plat thereof recorded in the St. Louis County Records in Plat Book ____, Pages _____, and designated SHADOW RIDGE, and

WHEREAS, Common Ground has been designated and set aside on the plat of SHADOW RIDGE, and

WHEREAS, there have been designated, established and recited on the recorded plat of SHADOW RIDGE certain street, Common Ground and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown on said subdivision plat (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of construction, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the owner or owners of the lots shown on said plat; and

WHEREAS, it is the purpose and intention of this indenture to preserve the tract of land, known as SHADOW RIDGE as a restricted neighborhood and to protect the same against certain uses by the adoption of a neighborhood plan and scheme of restrictions, and to apply that plan and restrictions in favor of or against each lot as against or in favor of all other lots within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said lots and to foster the health, welfare, safety and morals of all who own or reside in said subdivisions; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants contained herein, any and all of which are hereafter termed "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, Owner will, by separate instrument, convey to the Trustees the Common Ground, shown on the plat of SHADOW RIDGE.

NOW THEREFORE, Owner hereby declares that the real property described on Exhibit A attached hereto shall be held, sold, leased, occupied and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I

APPOINTMENT, TERM AND ELECTION
OF TRUSTEES

The initial trustees shall be Christopher Cotton, Robert Bruner and Francis J. Vatterott, designated herein as Trustees, who by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resign, refuse to act, become disabled or dies, Owner or its successors or assigns, shall appoint a successor or successors until such time that 50% of the lots in SHADOW RIDGE are sold and closed. At that time the term of Francis J. Vatterott or his successor, shall terminate. At that time, a successor Trustee shall be chosen at a meeting of the then records owners in fee simple title to lots in SHADOW RIDGE called by notice of meeting signed by at least three (3) property owners, sent by first class mail to or personally served upon, all of such record owners at least ten (10) days before the date fixed for the meeting. The notice shall specify the time and place of meeting. The owner of lot improved with a single family residence, shall have one (1) vote. A majority of all votes in SHADOW RIDGE shall have the power to elect new trustees. Until such time as 95% of the lots in SHADOW RIDGE are sold and closed should Christopher

Cotton or Robert Bruner resign, refuse to act, become disabled or die, then Owner or its successors or assigns shall appoint successor Trustees for said Trustees. As such time as 95% of the lots in SHADOW RIDGE are sold and closed the term of Robert Bruner or his successor shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. Until such time as all of the lots in SHADOW RIDGE are sold and closed should Christopher Cotton resign, refuse to act, become disabled or die, then Owner, or its successors and assigns shall appoint a successor Trustee. At such time as all the lots in SHADOW RIDGE are sold and closed the term of Christopher Cotton or his successor, shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. The Trustees selected by a vote of the lot owners as hereinbefore provided shall serve three (3) year terms and their successors shall be selected at a meeting called and held in the manner hereinbefore set out. When the term of all the original Trustees, or their successors designated by Owner, has terminated, the lot owners in a meeting called and held in the manner hereinbefore set out, may be a majority vote of those lot owners attending the meeting provide for a system of electing successor Trustees on a staggered term basis.

Where the provisions of this trust indenture cannot be fulfilled by reason of unfilled vacancies among 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 the trust indenture. Any person so 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 trust indenture or elsewhere.

II

RESERVATION OF EXPENDITURES

The Owner reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sum 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, consultation fee, or fees, charges and expense incurred with respect to the creation of the subdivision of the above described tract.

III

TRUSTEE'S DUTIES AND POWERS

The Owner hereby invests the Trustees and their successors and assigns with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

(1) The Trustees shall acquire and hold the Common Ground to be described and conveyed to the Trustees by separate instrument, which said Common Ground is set forth and shown on the record plat of SHADOW RIDGE. The Trustees shall provide proper and continuous maintenance and supervision of the Common Ground. The Trustees shall deal with any Common Ground so acquired under the provisions hereinafter set forth.

(2) The Trustees may 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), entrances, lights, gates, common land, park areas, shrubbery, storm water sewers, storm water retention areas, sanitary sewer trunks and lateral line, 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, common ground, and roads, etc., by the necessary public utilities and them 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 and dwellings shown on said plats.

(3) The Trustees may create easements over said Common Ground.

(4) The Trustees may abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when the Trustees determine that it is in the best interest of the subdivision that same be abandoned.

(5) The Trustees may exercise control over the Common Ground as shown on said plat of SHADOW RIDGE. The Trustees may pay real estate taxes and assessments for said Common Ground out of the general assessment hereinafter provided for. The Trustees may maintain and improve the Common Ground with ornamental entrance monuments, 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, recreation, entertainment, education and general use of the lot owners of said subdivision all in conformity with all applicable laws. The Trustees may prescribe by reasonable rules and regulations the terms and conditions including reasonable fees and charges of the use of said Common Ground and all improvements thereon, all for the benefit and use of the lot owners of SHADOW RIDGE and according to the discretion of said Trustees.

(6) The Trustees may publicly dedicate any private streets constructed or to be constructed on said Common Ground, 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. The Trustees shall exercise control over the storm water retention area located on the Common Ground. The Trustees shall maintain, improve, repair, rebuild, supervise, and insure the proper use of said retention area.

(7) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustee for any public purpose, the Trustees, during the period of Trust as well as the times fixed for the appointment or election of a Trustee, are hereby authorized to negotiate with such public agency for such acquisition and to execute deeds and other instruments

necessary to convey the property. Should acquisition by eminent domain become necessary, only the Trustees need be made a party, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

(8) The Trustees may prevent any infringement and 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 covering the use of said Common Ground 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 behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(9) The Trustees may clean up rubbish and debris and remove grass and weeds from, and 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 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.

(10) The Trustees shall consider, approve or reject any and all plans and specifications for any and all buildings or structures, detached buildings, outbuildings, accessory buildings, satellite dishes, exterior antennas, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alteration in the external appearance of buildings already constructed, it being provided that no buildings or structures, detached buildings, outbuildings, accessory buildings, satellite dishes, exterior antennas, 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 therefore and to the grade proposed therefore; except that Owner shall not be governed by the terms and provisions of this paragraph and Owner may construct any building structure that it may desire so long as the

construction complies with the Ordinances of St. Louis County. In the event the Trustees fail to approve or disapprove within forty-five (45) days after building plans or other specifications for buildings or structures, satellite dishes, exterior antennas, swimming pools or tennis courts have been submitted to them hereunder, the plans and specifications shall be considered as rejected by the Trustees.

(11) The Trustees may require a reasonable deposit in connection with the proposed erection of any building or structure, detached buildings, outbuildings, satellite dishes, exterior antennas, swimming pools, tennis courts 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.

(12) The Trustees may establish and fix minimum costs which shall apply to buildings and structures which may be erected on said lots as the Trustees deem necessary and desirable in order to maintain a high character for the buildings and structures which may be erected on said lots. Minimum costs so established shall at all times be subject to revision or abandonment at the discretion of the Trustees in order to provide that the buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

(13) The Trustees may provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage, and may otherwise provide for the public health, safety, and welfare of the subdivision and assume contracts for such purposes covering such periods of time as they may consider advisable.

(14) The Trustees may receive, hold, convey, dispose of and administer IN TRUST for any purpose mentioned in the Indenture any gift, grant, conveyance or donation of money or real or personal property.

(15) The Trustees in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposing upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, attorneys, accountants, servants,

clerks, other employees and labor as they deem necessary or advisable, and to institute and prosecute such suits as they deem necessary or advisable, and defend suits as they deem necessary or advisable, and defend suits brought against them in their capacity as Trustees, or against their employees.

(16) The Trustees shall have power to purchase and maintain in force liability insurance protecting the Trustees and lot owners from any and all claims for personal injury and property damage arising from acts of the Trustees or from use of the Common Ground. The Trustees shall have power to purchase and maintain in force insurance protecting the Trustees from any and all claims for damages arising out of any decision, act, or failure to act, of the Trustees acting in their capacity of Trustees.

(17) In the interest of the health, welfare, safety and morals of the lot owners of the land subject to this Indenture, and provided that same is not prohibited by the law or Federal, State, County, or Municipality regulations, said Trustees shall have the right and power:

(a) To provide lights on streets, parks, gateways, entrances, Common Ground and other public or semi-public places; to erect and maintain signs for the marking of streets; to erect, maintain and replace fences on the Common Ground; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes, and pedestrian ways and to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, Common Ground and elsewhere in the interest of health, welfare, safety and morals within the land subject hereto;

(b) To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.

(18) The Trustees shall have the right and power to establish, operate, conduct, regulate, maintain, repair, such common property, buildings, and facilities as may exist or be established on the land

subject hereto; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

(19) The Trustees shall have the full and unqualified right, power and authority concerning all of the property, real personal or mixed, owned or held by said Trustees to:

(a) Make all contracts and incur all liabilities necessary, related or incidental to exercise the Trustees' power and duties hereunder including the construction of improvements.

(b) Purchase insurance against all risks, casualties and liabilities of every nature and description;

(c) Borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same.

(d) Make all types of permanent, temporary, construction or other loans;

(e) Use, handle, manage, control, operate, hold, deal in and in all respects treat with the aforesaid property, real, personal or mixed limited only as provided in this instrument.

(20) The Trustees shall have the right to procure a bond for the individual Trustee serving as Treasurer.

(21) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinance, rules and regulations of St. Louis County or any municipality of 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 be way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, roadways and easements.

(22) All rights and powers conferred on the Trustees by this instrument shall be exercised by them collectively and not individually. In the event of any difference of opinion among the Trustees as to the exercise of the rights and powers conferred hereby, the decision of a majority of Trustees shall be conclusive.

IV
ASSESSMENTS

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

(1) (a) The Trustees and their successors and assigns are authorized to make uniform assessments, except as hereinafter provided, of an amount not to exceed One Hundred Fifty Dollars (\$150.00) per lot in each calendar year upon and against the lots on which a residence has been erected in said subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, Common Ground, utilities, recreational facilities, and to dispose of garbage or rubbish, 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 residents in said Subdivision.

(b) Commencing with the sixth annual assessment to be made hereunder, and each five years thereafter, the fixed annual assessment per lot shall not exceed the greater of (i) \$150.00, or (ii) the number of dollars equivalent to the purchasing power of \$150.00 for the month in which this Indenture is recorded. Such number of dollars shall be determined by dividing \$150.00 by the index for said month of recording as computed in the Consumers Price Index U.S. City Average made by the Bureau of Labor Statistics of the United States Department of Labor, the All Items figure for all Urban Consumers (1967=100) and then multiplying the quotient by the similar index number for the month in which the sixth annual assessment (and each succeeding sixth annual assessment thereafter) commences. If the Bureau of Labor Statistics shall change the base period in effect during the month in which this Indenture is recorded, the next index

figure applicable as a divisor and multiplier shall be correspondingly changed. In the event such statistics shall no longer be available, the most nearly similar statistics showing the purchasing power of United States Dollars shall be used instead, and the table to be used shall be designated by the Trustees.

(c) In addition to the annual assessments authorized in this Article IV, the Trustees shall make an annual assessment in accordance with the procedures set forth in this Article IV for the repair, operation and maintenance of storm water control easements, including all underground and above ground facilities and pipes used in connection therewith and access easements to such storm water control easements. The maximum amount of such assessment shall be an amount equal to 5% of annual assessment for each lot. This assessment shall be made until such easements shall be accepted for maintenance by the Metropolitan St. Louis Sewer District.

(d) 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 then owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the owners of lots called by the Trustees, upon not less than ten (10) days written notice, by a two-thirds ($2/3$) majority vote of those present in person or by proxy, or on written consent of two-thirds ($2/3$) of the said owners, the Trustees shall notify all owners in said tracts of the additional assessment. The limit of the annual assessments for general purposes as set forth in 1 (a) above, shall not apply to any assessment made under the provision of this paragraph 1 (d).

(e) In the event the Trustees exercise the right granted them under Article III, Paragraph 9 hereof to enter and clean up any vacant lot or neglected property the Trustees may assess against said lot the cost of the work involved plus 20% for overhead and carrying charges.

(2) All assessments, made by the Trustees for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure, to wit:

(a) The Trustees shall annually prepare a budget in which the anticipated revenue and anticipated expenditures for the ensuing calendar year are set forth. The Trustees shall attempt to limit the anticipated expenditures so that the same do not exceed the anticipated revenues.

(b) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of a 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 or dwelling unit itself.

(c) 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 fifteen percent (15%) per annum until paid, and such payment and interest shall constitute a lien upon said lot, and said lien shall continue in full force and effect until said amount is fully paid. Any time after passage of the resolution levying an assessment and its entry in its 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 or dwelling units 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 dwelling units 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 dwelling unit affected, and the Trustees shall cause to be noted from time to time in the minutes of the proceedings, the payments made on account of any assessments.

(3) Assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that the lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State

of Missouri and to any other bona fide first mortgage or deed of trust if given for valid consideration and if not placed on record for the purpose of defeating creditors and evading the assessments provided for herein; provided, however, that the terms and provisions shall be and remain fully applicable to all of the land subject hereto after foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequently to such foreclosures. Should an owner pay an assessment after the recording of notice thereof, as herein provided, the Trustees shall release said lien.

(4) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, at interest, when deemed feasible by them, in their discretion. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and said funds shall be placed in the custody and control of such Treasurer. The Treasurer may be bonded for the proper performance of his duties in an amount to be fixed by the Trustees.

(5) The assessment provisions of this Indenture shall not apply to any vacant lot owned by Owner, nor to any lot having thereon a building which lot and building are offered for sale by the Owner, but if a residence retained by Owner is occupied it shall be subject to the assessment provisions hereof.

(6) The initial annual assessment against a lot shall begin on the first day of the month beginning after the date the original home purchaser took title from Owner or in the event of a residence retained by Owner on the date the residence was first occupied and the initial amount of assessment due shall be an amount equal to the fraction of the year remaining times the annual assessment for that calendar year. Thereafter the total annual assessment shall be due against the lot regardless of whether or not the residence is occupied.

V

INDENTURE OF RESTRICTIONS

The Owner hereby imposes on all the lots in SHADOW RIDGE the following restrictions:

(1) No lot shall be used except as the site of a single family residence. The word "family" shall mean an individual or two or more persons related by blood or marriage or a group of not more than three (3) persons who need not be related by blood or marriage living together and subsisting in common as single non-profit housekeeping unit utilizing only one kitchen.

(2) No lot shall be used except for such purposes as shall be permitted by the applicable zoning ordinances of St. Louis County, Missouri, and no building shall be erected, placed or permitted to remain on any lot unless such building shall meet all applicable building and zoning codes of St. Louis County, Missouri.

(3) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plats of said subdivision. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot;

(4) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(5) No nuisances or noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may

be or may become an annoyance or nuisance to the neighborhood as construed by the Courts of the State of Missouri as an annoyance or nuisance. No building or premises shall be used for purposes prohibited by law or ordinance. Nothing contained hereby shall restrict, inhibit or prevent the Owner from building and selling houses in the Subdivision.

(6) No chain link fences shall be permitted on any lot. Fences shall not extend in front of the building on any lot. On corner lots, the fence shall not extend beyond the front or side of a building. No fence, wall, hedge, or shrub planting higher than three (3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot any any time as a residence temporarily or permanently.

(8) No sign of any kind shall be displayed to the public view except one sign of not more than four square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.

(9) All garages and carports must be attached to the main house (dwelling) unless otherwise approved by the Trustees.

(10) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes. Each lot owner shall comply with all ordinances and subdivision regulations of St. Louis County, Missouri relating to the number, supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

(11) Personal property, including but not limited to, boats, recreational vehicles of any size, trailers, trucks, campers, and house trailers shall not be placed or stored in the open or in unenclosed carports on any lot. This shall not prohibit the parking of passenger automobiles, licensed and in operating condition.

(12) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(13) Except temporarily in connection with construction work by a builder, no lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(14) No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Trustees. This provision shall not, however, require the consent of the Trustees for the sale of an entire lot as shown on a recorded plat.

(15) Nothing contained in this instrument shall restrict, limit, inhibit or prevent Owner from developing the Subdivision and building structures and improvements in accordance with the plans and designs of Owner and selling the same.

(16) No water course or finished grade which is once approved and established shall be altered or changed without the express, written approval of the Trustees.

(17) No above ground structure, other than required street lights, may be erected with 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.

VI

MISCELLANEOUS PROVISIONS

(1) There are and will be situated in the above described tract, certain areas designated as Common Ground. The Common Ground shall be

utilized for the sole benefit, use and enjoyment of the lot owners of SHADOW RIDGE, constituting the property described on Exhibit A and no person not a resident of SHADOW RIDGE may use the Common Ground. The Trustees shall hereafter maintain said Common Ground and may develop therein park areas.

(2) This Indenture may be amended, modified and changed from time to time in accordance with the following provisions:

(a) Until such time as 95% of the lots and parcels in SHADOW RIDGE are sold and closed, the Trustees may amend, modify, and change this Indenture by recording with the Recorder of Deeds of St. Louis County, Missouri, such amendment, modification, or change, with the written approval of the Director of Planning of St. Louis County, which document shall make specific reference to this Indenture; provided, however, the Trustees may not increase the annual assessment except as otherwise provided herein.

(b) The Trustees shall have authority to grant variances to the building line restrictions set out in Paragraph (3) Article V, hereof.

(c) Thereafter, this Indenture may be amended, modified, and changed by the written consent of two-thirds (2/3) of the owners of the lots subject hereto. Any such amendment, modification, or change shall be recorded with the Recorder of Deeds of St. Louis County, Missouri. Any amendments so adopted prior to the completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County.

(3) Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the Common Ground and the improvements thereon referred to herein shall not cease nor may this Indenture be amended, modified, or changed to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustees herein to maintain the Common Ground and the improvements thereon, nor may this Indenture be amended to eliminate the Trusteeship herein created, all as it relates to the Common Ground.

(4) The Trustees are authorized and empowered to cooperate and to contract with the 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.

(5) The Trustees are authorized to act through a representative provided, however, that the Trustees shall only be responsible for their wrongful acts and shall not be responsible for wrongful acts of others. Neither the Trustees nor their agents, shall be held liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, or their agents. The Trustees shall not be entitled to any compensation for services performed pursuant to this instrument.

(6) 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 of 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.

(7) It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof described herein shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provision to be kept and be performed by it, or him or them, it shall be lawful for any person owning any parcel of land in SHADOW RIDGE or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or the said Trustees in behalf of or for the benefit of themselves, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages, including attorneys fees and court costs for such infringement or omission. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of said parcels of land, or any

part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Owner or against its successors and assigns, unless they, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant embracing such parcel or part thereof. It is and is hereby declared to be that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land in SHADOW RIDGE.

(8) The term of this indenture shall be for the duration of the subdivision. In the event the subdivision is vacated, thereafter, fee simple title to the Common Ground shall vest in the then lot owners as joint tenants. The rights of the joint tenants shall only be exercisable appurtenant to and in conjunction with their lot ownership. Any conveyance or change of ownership of any lot shall convey with it ownership in the Common Ground, and no interest in the Common Ground shall be conveyed by a lot owner except in conjunction with the sale of a lot. The sale of any lot shall carry with it all the incidents of ownership of the Common Ground although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Trustees shall be abrogated.

IN WITNESS WHEREOF, the Owner and Trustees have hereunto executed this Indenture the day and year first above written.

BRUTON BUILDERS, INC.

By Christopher Cotton, President

Christopher Cotton, Trustee

Robert Bruner, Trustee

Francis J. Vatterott, Trustee

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

On this ____ day of _____, 1987, before me appeared CHRISTOPHER COTTON, to me personally known, who being by me duly sworn, did say that he is the President of Bruton Builders, Inc., 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 CHRISTOPHER COTTON 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 _____, 1987, before me personally appeared CHRISTOPHER COTTON, ROBERT BRUNER, and FRANCIS J. VATTEROTT, to me known to be 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:_____

A tract of land in the Northeast one-quarter of the Northwest one-quarter of Section 11, Township 44 North - Range 4 East in St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the West line of "Brightfield Plat 3", a subdivision according to the plat thereof recorded as Daily No. 125 on June 23, 1975 in the St. Louis County Records with the North line of "Shadowoak Plat 4", a subdivision according to the plat thereof recorded as Daily No. 145 on May 21, 1980 in the St. Louis County Records; thence Westwardly along the North line of said "Shadowoak plat 4" South 89 degrees 30 minutes 17 seconds West 906.96 feet to the Southeast corner of property conveyed to Paul R. Miller and wife by deed recorded in Book 7803, Page 2281 of the St. Louis County Records; thence Northwardly and Westwardly along the East and North lines of said Paul R. Miller and wife property North 00 degrees 52 minutes 17 seconds East 200.91 feet and North 89 degrees 04 minutes 26 seconds West 414.37 feet to the East line of Reis Road; said point being also 10 feet perpendicularly distant East of the North and South centerline of the Northwest one-quarter of Section 11; thence Northwardly along the East line of said Reis Road, being also 10 feet perpendicularly distant East of and parallel to the said North and South centerline of the Northwest one-quarter of Section 11, North 00 degrees 58 minutes 00 seconds East 519.22 feet to a point in the South line of property conveyed to Charles J. Mach and wife by deed recorded in Book 2059, Page 504 of the St. Louis County Records; thence Eastwardly along the South line of said Charles J. Mach and wife property North 89 degrees 29 minutes 25 seconds East 1323.16 feet to a point in the West line of "Sorrento Plat 6", a subdivision according to the plat thereof recorded as Daily No. 94 on August 15, 1973 in the St. Louis County Records; thence Southwardly along the said West line of "Sorrento Plat 6" and along the West line of aforesaid "Brightfield Plat 3" South 01 degree 04 minutes 24 seconds West 730.80 feet to the point of beginning and containing 20.212 acres according to a survey by Volz Engineering & Surveying, Inc. dated February 26, 1987.

Exhibit A