588

TRUST AGREEMENT AND INDENTURE OF RESTRICTIONS

OF

SOUTH OAKS SUBDIVISION

THIS INDENTURE, made this 30th day of November, 1988, by and between CHRISTOPHER LAKE DEVELOPMENT COMPANY, a Missouri general Partnership, herein called "OWNER", and William C. Cocos, Jr., Richard J. Piatchek, and John H. Berra, all of St. Louis County, Missouri, herein called "TRUSTEES".

STATE OF MISSOURI
COUNTY OF ST. LOUIS } SS

88 DEC -1 PM 4:19
RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

W I T N E S S E T H:

WHEREAS, Owner is vested with fee simple title to a certain tract of land situated in St. Louis County, Missouri, herein sometimes referred to as "SITE", being more particularly described as follows, to-wit:

All of that property described in EXHIBIT A annexed hereto and by reference made a part hereof; and

WHEREAS, this Indenture is established for the purpose, inter alia, of complying with St. Louis County Ordinances applicable to Site; and

WHEREAS, Owner, intends to develop and improve the above described Site in part with residences, and in part with open space area for the common use and enjoyment of the occupants and owners of said residences; and

WHEREAS, Owner has caused a part of said Site to be laid out and platted as a subdivision to be named SOUTH OAKS the plat of which has been recorded in the office of the Recorder of Deeds within and for St. Louis County, Missouri, as Daily Number 587, of said records, said subdivision being herein referred to as "PLAT"; and DEC 1, 1988

WHEREAS, Owner has caused, or may cause, to be constructed and laid out upon a part of said Site open space areas intended to be used for, by way of example, and not by way of limitation, recreation area and park purposes, said open space area being herein referred to as "Common Ground", said Common Ground being identified and more particularly described on said Plat (or by separate instrument, if any, of record), as either "Common Ground" or "Common Land(s)", or "Common Area(s)", said terms being used interchangeably herein, and having the same meaning; and

WHEREAS, there has been designated and recited on Plat certain streets and also certain easements which have been provided for the purpose of constructing, maintaining, and operating sewers, pipes, conduits, poles, wires, and other facilities and utilities for the benefit of the owner or owners of the lots shown on said Plat, and for the use of such others as may be later designated by Owner herein; and

WHEREAS, it is the purpose and intent of the Owner and of the Trustees that said subdivision (Plat) and any other single family residence subdivision as may be created and established upon Site, or upon any part thereof, shall in conjunction with Common Ground be and remain a first class, integrated, single family residence project; and

WHEREAS, all reservations, limitations, conditions, and covenants herein contained, any and all of which are herein referred to as "Restrictions", are made jointly and severally for the benefit of all persons who may purchase, hold, or own, from time to time, any of the several lots which may be

hereafter platted or created upon Site and made subject to these restrictions, and for the benefit of Owner, and their respective tenants, invitees, successors, and assigns:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) to them in hand paid by Trustees, the receipt of which Owner hereby acknowledges, and with the agreement and consent of Trustees to act as such hereunder, Owner hereby grants, bargains and sells, conveys and confirms unto said Trustees, as tenants in common and not as joint tenants, and unto their Successors in Trust, so long as these Restrictions shall remain in force and effect:

A. All the strips of land shown on Plat (and as may hereafter be shown on subsequent plats filed of record subdividing Site) for public utility easements, storm water sewers and drainage facilities.

B. Easements in, over, upon and across such portions of Plat as may be now or hereinafter designated as streets and roads, as follows: The rights, benefits, and advantages with said (Plat) Subdivision of having ingress and egress from and to, over, along, and across easements, storm water sewers and drainage facilities, and of appropriately beautifying, maintaining and controlling the movement of traffic over the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on said roads, streets and driveways; also of using the same for highway purposes of every kind and of regulating the use thereof in the interest of health, welfare and safety of present or future residents of said Subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for electricity, telegraph and telephone wires, and suitable pipes, conduits, or other means of conducting steam, electricity, hot water or other useful agencies.

C. And Owner does also create and grant to said Trustees, their Successor or Successors, easements in, over and upon and across such portions of said land as may be used for residential or other purposes as follows: The rights, benefits and advantages of having egress and ingress to and from, over, along and across any of such land for the purpose of performing any of the rights and duties in these Restrictions contained; and of laying, constructing, maintaining and operating over, along and across any of said land used for any such residential or other purpose, either above or underground, suitable supports or conduits or other means of conducting sewage, steam, electricity, water, or other useful agencies, provided, that none or the supports, conduits, pipes, devices or other appliances shall interfere with the lawful construction of any building or structure on said property, and that said easements shall terminate at the exterior foundation wall of any building structure.

D. Common Ground, together with such improvements as are now or may hereafter be erected and constructed thereon, and the designated Common Ground in any plats hereafter recorded covering any land contained within said Site;

TO HAVE AND TO HOLD the same to said Trustees and their Successors in Trust, IN TRUST, for the Owner and the present and future owners of each of the said lots in said Plat, and said lots and all of them shall remain forever subject to the burdens and entitled to the liens involved in said easements and Owner, for itself, its Successors and Assigns, and for and in behalf of all persons who may hereafter derive title

by, under and through Owner, for itself, its Successors and Assigns, to any part of said Subdivision (Plat) as appurtenant thereto, provided, however, that said easements are created and granted subject to the power and rights granted to the said Trustees by these Restrictions, and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Trustees and their Successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of this Indenture.

ARTICLE I

Sec. 1.01 Section of Trustees; Meeting of Lot Owners; Term

(a) The Trusts and Restrictions in this Indenture set forth shall continue and be binding upon Owner and Trustees and upon their Successors and Assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of thirty (30) years from the first day of January, 1988, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record owners of the lots now subject and hereafter made subject to these Restrictions, by two-thirds (2/3) vote of those entitled to vote, may terminate the trusts or release all of the land restricted thereby from any one or more or all of said Restrictions at the end of said thirty (30) year period, or of any succeeding fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of St. Louis County, Missouri, at lease one (1) year prior to the expiration of said thirty (30) year period or of any fifteen (15) year period thereafter.

In the event the subdivision(s) encumbered by these Restrictions is vacated, thereafter fee simple title to the Common Ground shall vest in the then lot owners as tenants in common whose rights shall be exercisable appurtenant to and in conjunction with their lot ownership.

(b) Subject to the provisions of Subparagraph (c) of this Section 1.01, William G. Cocos, Jr., Richard J. Piatchek, and John H. Berra, all herein sometimes referred to as "Originally Named Trustee(s)", shall serve for terms of three (3), four (4), and five (5) years, respectively from date of recording of the Restrictions, or until their respective successors shall have been duly appointed or elected, as the case may be. Upon the expiration of each initial term, each subsequent term shall be of five (5) years in duration. In the event of death, disability, incompetency, resignation, or inability for whatever reason of any Trustee, or his Successor, to discharge his duties hereunder, or upon the expiration of the term of any Trustee hereunder, the surviving or remaining Trustee(s) shall designate a Successor Trustee to fill the unexpired term of such Trustees, or of his Successor, as the case may be, but subject always to subparagraph (c) of Section 1.01.

(c) When fifty percent (50%) of all lots authorized in the Final Development Plan of record have been sold and transferred of record, William G. Cocos, Jr. (or her Successor in office), shall be replaced by election, and when ninety-five percent (95%) of all such lots have been sold and transferred of record, Richard J. Piatchek (or his Successor in office) shall be replaced by election, and when one hundred percent (100%) of all such lots have been sold and transferred of record, then John H. Berra (or his Successor in office), shall be deemed to have resigned.

Whenever replacement by an election is required hereunder, an election shall be held, after notice thereof as hereinafter provided, and the Successor Trustee shall be elected and chosen by record owners of developed lots (or units, if a condominium). A sale or transfer of any lot or lots not improved with a residence structure shall not affect the term of office of any then Trustee.

(d) In the event the office of any Trustee herein becomes vacant, and such vacancy, for any reason, is not filled by appointment as herein provided, then the owners of not less than fifteen (15%) percent of the lots encumbered by these Restrictions or the Owner, may, be giving notice (by U.S. Mail, postage prepaid, directed to all of lot owners encumbered by this Indenture, or by personal delivery, or by posting notice, as to any lot, on such lot) hold a special election, such election to be held in St. Louis County, Missouri, not less than thirty (30) days after the date of giving such notice, for the purpose of filling such vacancy. Such vacancy shall be filled by the majority vote of those lot owners attending the election; the record owners of each lot shall be entitled to one (1) vote in the aggregate. If, prior to the filling of any vacancy by election, such vacancy is filled by appointment, pursuant to the terms of these Restrictions, such election need not be held and shall be called off.

(e) Where the provisions of a 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 the trust indenture or elsewhere.

(f) The actions of a majority of the Trustees shall bind all the Trustees; all persons, with respect to approval of plans and specifications shall be entitled to rely, conclusively, upon the written approval thereof by any one Trustee, as constituting the approval of a majority of the Trustees.

(g) The provisions of subparagraph (c) of this Section 1.01 with respect to percentage of sales and transfers of lots in the Site, shall not apply to sales from Owner to another developer for development and resale, but are intended to apply to sales, in the usual course, of lots improved with residences, to persons who will occupy such residences, whether such sales be by Owner or by a subsequent developer. So long as Owner (or a successor developer) owns any part of the Site, Owner (or the successor developer, if any) shall be entitled to one (1) vote for each record lot (or unit) owned by Owner, and one (1) vote for each lot authorized by preliminary plat approval, or by the applicable zoning ordinance, as the case may be.

(h) Planned Environment Unit - With respect to that part, if any, of the Site constituting a Planned Environment Unit under applicable St. Louis County Ordinances, the following terms and provisions shall apply in addition to all other provisions of said Restrictions:

(1) The Common Areas, including open spaces, recreational areas, or other Common Grounds, shall be for the sole benefit, use, and enjoyment of the lot or unit owners, present and future, of the entire Planned

Environment Unit. The Common Areas may also be used by residents outside the Planned Environment Unit, subject to the following terms and limitations:

(2) No resident of the planned Environment Unit or Density Development shall be denied the use of the open space, recreational facilities, or other Common Ground for any reason related to the extension of such privilege to non-residents of the Planned Environment Unit.

(3) All rules and regulations promulgated pursuant to the indenture with respect to residents of the Planned Environment Unit shall be applied equally to the residents;

(4) All rules and regulations promulgated pursuant to the indenture with respect to non-residents of the Planned Environment Unit shall be applied equally to the non-residents;

(5) At any time after the recording of the indenture, a majority of the residents of the Planned Environment Unit by election duly called, may elect to allow or disallow usage of the open space, recreational facilities or other Common Grounds by non-residents of the Planned Environment Unit; and

(6) The use of the Common Grounds by non-residents shall be upon such terms and charges as the Trustees may from time to time prescribe.

(7) The term Planned Environment Unit, as used herein, is used in the context and meaning of Section 1003.187, of the Zoning Ordinance of St. Louis County, Missouri.

ARTICLE II (A)

The Trustees shall keep said roads, circles, parking areas, walks, and Common Ground open at all times for the use and benefit of the owner or owners of the various building and residences now constructed or hereafter constructed upon Site and for the use and benefit of the lessees, tenants and licensees of the owner of said residences and for the benefit of their respective invitees. Such use shall always be subject to the general rules and regulations hereafter established or prescribed by the Trustees and subject to the established charges therefor. The Trustees shall have, to exercise as they, in their sole discretion deem best, the power, to make, improve and construct and reconstruct the roads, circles, walks, parking areas, and Common Ground as are now constructed or may hereafter be constructed upon Site and conveyed to Trustees, and to maintain and repair the same, to regulate the use thereof, and to provide for the proper lighting, policing, and protection of same, and to construct and maintain, or permit others to construct and maintain, overhead or underground transmission systems and pipes, conduits and other means for the transmission of electric, telephone and telegraph services, and gas, steam, water and other useful agencies, storm and foul water systems, for the benefit of Site and the Owner, Owner's tenants and lessees, and their invitees, and for the benefit of the aforesaid lot owners, and their invitees all herein sometimes referred to as "USERS".

Sec. 2.01 - No building improvements or structures shall be constructed upon the Common Ground located in street cul de sac areas, except in compliance with the provisions in the legend on the Plat for said subdivision.

Sec. 2.02 - Trustees shall have the right at all times

to construct and maintain, or permit others to construct and maintain, in or over the easement strips delineated on Plat, and upon such easement strips as Owner may hereafter designate by appropriate plat or instrument of record, walks, overhead or underground transmission systems for the transmission of electric, telephone and telegraph service and gas, steam, water and other useful agencies, and storm and foul water systems for the benefit of Users, and of any parties to whom Trustees may have granted the right to use same.

Sec. 2.03 - The Trustees shall provide for and forever secure to Users, and each of them, the right, benefit, and advantage of having ingress and egress from and to, over, along, and across such roads, circles, walks, parking areas, and Common Ground, provided that the use thereof shall be subject to general rules and regulations hereafter established or prescribed by the Trustees.

Sec. 2.04 - The Trustees shall provide that no persons, firm or corporation shall at any time obstruct or occupy any part of the roads, circles, walks, parking areas and Common Ground areas with building materials, soil or other objects calculated to prevent free passage to Users.

ARTICLE II (B)

The rights and easements herein granted are to be easements in fee annexed to and forever to continue to be annexed to and passing with and inuring to each part of Site that is expressly made subject to and encumbered by these Restrictions, whether so subjected by plat or other record instrument. The land so expressly encumbered by these Restrictions shall remain subject to the burdens and entitled to the benefits involved in said easements, except as herein otherwise provided, and it is hereby expressly agreed that the rights and easements and each of them are created and granted subject to the powers and rights granted to Trustees in Article III of this Indenture, and to the provisions of Article IV hereof, and shall be availed of and enjoyed only and subject to such reasonable rules and regulations as Trustees or their Successors may from time to time make and prescribe, or as may be prescribed under and by authority of the provisions of Article IV, or elsewhere in these Restrictions; and none of the things, power to do which is hereinafter conferred upon Trustees or their Successors, shall be done (unless otherwise in this Indenture provided), excepting by and through Trustees or their Successors, or with their written permission.

ARTICLE III

Rights, Authorities, Powers, Interest and Duties of Trustees

Trustees and their Successors as Joint Tenants and not as Tenants in Common, shall for and during the period of the trust and of the said restrictions have the following rights, authorities, powers, interests and duties:

Sec. 3.01 - To construct, reconstruct, maintain and repair the streets, gutters, and curbing, or any of them, in and upon the aforesaid roads, places, circles, walks, parking area, Common Ground and structures; to plant, grow and preserve trees and shrubbery in any appropriate spaces in or upon or adjacent to said roads, places, circles, walks, parking areas, and Common Ground; and to construct lay, maintain, reconstruct and repair proper and sufficient sewer systems, gas and water pipes and other pipes and conduits and connections therewith, and overhead and underground transmission systems for conducting electricity, telephone or

telegraph service in or upon the said roads, places, circles, walks, parking areas and Common Ground, and in or upon the easement strips shown on Plat, or upon those hereinafter established upon Site, and all of the said rights and powers shall apply to and be exercised upon or with respect to such like improvements and conveniences as may be made by Owner. Trustees shall also have the power, by way of example and not by way of limitation, to construct, reconstruct, maintain, and repair recreation buildings, and other recreation facilities in the Common Ground, and the right to construct, reconstruct, maintain and operate upon any part of the Common Ground, planting islands, bridges, fences, sculptors, landscaping improvements of any type, character, or description, and other recreation facilities. And it shall be the duty of the Trustees to levy assessment for, contract for and make any or all of the improvements herein authorized, except that where any improvement or facility be accepted for maintenance by any public or quasi-public authority, the Trustees shall not thereafter have any duty or obligation with respect thereto.

Sec. 3.02 - To grant to such person or persons, corporation or corporations, and for such time as they, the Trustees, or their Successors may deem best, the right to enter upon said roads, circles, places, parking area, walks, common areas, and Common Ground, or any of them, or the easement strips shown on plat, or those hereafter established on Site, and erect and maintain overhead and underground transmission systems for conducting electricity or telephone or telegraph service, and to construct and maintain therein suitable pipes or conduits or other means to conduct water, gas, steam, and other useful agencies and to supply the same for the use and benefit of Owner and Users.

Sec. 3.03 - To light, police, sprinkle, oil, clean or resurface said roads, circles, walks, places, parking areas, common areas and Common Ground, and clean storm sewer systems, pipes, conduits and connections therein; to preserve, maintain and keep open the same and the connections, entrances and exits of the same whenever necessary to do so by appropriate legal proceedings; also to pay the general and special taxes which may be assessed against the same; also to receive, hold, convey, dispose of and administer in trust for the purpose of these Restrictions, any gift, grant, conveyance or donation of money or real or personal property, and generally to do whatever else may to the Trustees or their Successors deem to be necessary with respect to said roads, circles, places, parking areas, walks, common areas, and Common Ground, including the collection, removal, carrying away and disposal of garbage, rubbish, and ashes from the said roads, places, circles, walks, common areas, and Common Ground, and in and from the Site, and to make proper contracts therefor, covering such periods of time as the Trustees may deem best.

Sec. 3.04 - To make provision with the St. Louis County Water Company (or any other appropriate utility) to furnish water for use upon any part of the Site. To make provision with any fire district, municipality or person for protection against loss or damage by fire of improvements now or hereafter erected upon Site, and for the sprinkling, washing, and cleaning of the roads, places, avenues, circles, walks, parking areas, common areas, Common Ground, and the curbing and guttering, or the watering of trees, grass and shrubbery thereon, or for any other use thereon by the Trustees deemed necessary or proper, and also for use in cleaning and flushing sewers in the Site, and also for any other uses in said Site which the Trustees may from time to time deem necessary or proper, and to enter into any contract or contracts with respect to such water and the furnishing thereof and the payment therefor as the Trustees may deem proper. And the Trustees may install and keep in operation

and repair water and fire plugs, police signal systems and connections in said roads, places, avenues, circles, walks, parking areas, common areas, and Common Ground, and may install and keep in operation and repair any facilities constituting a part of the common area or Common Ground, including, but not by way of limitation, improvements calculated to improve the aesthetic appearances of Site.

Sec. 3.05 - Also, to convey and grant to others outside of the Site, but subject always to laws and ordinances applicable to Site, the right to use the roads, places, avenues, circles, walks, parking areas, common areas, and Common Ground, storm sewer systems, water and gas pipes, and other pipes and conduits, and the overhead and underground transmission systems, or any of them, which may at any time from time to time be in the aforesaid roads, places, avenues, circles, walks, parking areas, common areas, and Common Ground, or in the easement strips shown on Plat or in those hereafter established on Site, the terms of and compensation for such use or uses to be agreed upon between the Trustees or their Successors, or determined as may be provided by law or ordinance. The compensation received for such use or uses shall be held and expended as necessary by the Trustees or their Successors, for the maintenance, repair, lighting, cleaning, policing, sprinkling, improving, and beautifying of such roads, places, avenues, circles, walks, parking areas, easement strips, common areas, and Common Ground, and the storm sewers and other improvements located within, upon and about the Site as the Trustees may deem necessary or proper; provided, however, that any such right or use granted to others shall be in common with the right to those in the said Site.

Sec. 3.06 - Also, to cut, remove, and carry away from all vacant land areas in the Site and properly dispose of all weeds and unsightly grasses or other growths, as well as rubbish, filth and accumulations of debris and other things tending to create unsightliness or untidiness; this may be done at the expense of the trust, or if the owner of such land fails, omits, or refuses, after 10 days written notice delivered to such owner or posed on such land, to remedy such condition, at the expense of the owner of such land, on whose land such expense is incurred, by special assessment against him, as the Trustees may determine; the right to prescribe the type and location or rubbish containers, and the method manner, and means of rubbish disposal.

Sec. 3.07 - To transfer and convey to any public authority any sewer system, storm sewer pipe, water pipe, or other pipe or conduit and appurtenances which may heretofore or hereafter have been constructed by Owner or by the Trustees, and to receive money considerations therefor, but all such money considerations shall be paid over and delivered by the Trustees to Owner, and the Owner hereby reserves unto itself, its Successors and assigns, the right to receive and retain for its own use and benefit any money so paid over and delivered to it for or on account of such improvements.

Sec. 3.08 - To prevent, as Trustees of an express trust and for the benefit of other owners of any part of the Site, any infringement or compel for performance of any covenants or restrictions in this Indenture contained and to prescribe and enforce rules and regulations with respect to the use of the roads, places, avenues, circles, walks, parking areas, common areas, Common Ground, and/or sewers, sewer pipe, water, gas or other pipe and appurtenances, and overhead or underground transmission systems or any of them.

Sec. 3.09 - To prohibit heavy hauling over, upon or along said roads, places, avenues, circles, and parking areas, and to prohibit speeding or racing and regulate speeds

thereon; to prohibit the obstruction of said roads, places, avenues, circles, parking areas, and walks by storage of materials or otherwise.

Sec. 3.10 - To dedicate, at any time, to public use, the roads, places, avenues, circles, walks, parking areas, easement strips, common areas, and Common Ground, or any part thereof in said Site. Whenever any road, place, walk, avenue, circle, parking area, common area, or Common Ground, or any part thereof, is dedicated to public use, or is condemned and taken by public authority, then the powers and duties of the Trustees with respect to the same shall cease, but the restrictions by this Indenture imposed upon the Site shall nevertheless continue in full force and effect until the termination thereof, as provided in Article IV. Unless the Trustees dedicate the roads, places, avenues, circles, easement strips, parking areas, common areas, walks, Common Ground, or any of them, to the public for public use as hereinabove provided, the Trustees shall hold the same perpetually upon the trusts herein provided for the use and benefit of the Owners of the land and improvements in said Site. If any moneys are received by the Trustees as compensation for roads, places, avenues, circles, walks, parking areas, easement strips, common areas, Common Ground, or any part thereof taken in condemnation proceedings, the amount so received shall be applied to the payment pro rata of and damages which may be assessed against any of the land owners in said Site, and the surplus, if any, shall be held by the Trustees and shall be used for general purposes of the trust, the same as funds collected under Section 3.14 of this Article III. Anything to the contrary herein notwithstanding Common Ground may be dedicated to public use only upon ratification of such dedication by a three-fourths vote of the lot owners affected by these Restrictions.

Sec. 3.11 - To enter upon the said roads, walks, places, avenues, circles, parking area, common areas, Common Ground and easement strips for the purpose of doing the things herein specified, or any of them.

Sec. 3.12 - In exercising the powers, rights and privileges granted to them, and in discharging the duties imposed upon them, to, from time to time, employ agents, servants and laborers as they may deem necessary, and employ counsel and institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them or any of them in their character or capacity as Trustees.

Sec. 3.121 - To consent to the encroachment upon or to the partial or full vacation of any easement created or established herein, or hereafter created or established upon Site, and to consent upon the encroachment of any building set-back line, side or rear set back lines, and to consent to the resubdivision of any lot, where in the opinion, judgment, and discretion of the Trustees, such encroachment or vacation or resubdivision is desirable by reason of errors in construction layout, surveys, or building location, or otherwise reasonably necessary or desirable; provided, however, in cases of partial vacation of any easement, the remaining part thereof shall be reasonably adequate for the purpose for which same shall have been created, and provided further, in the cases of full vacation of any easement, that there is no longer reasonably utility or purpose therefor, or that a substitute easement is established concurrently with such vacation.

Sec. 3.122 - To reconvey to Owner, its Successors and assigns, upon the written demand of such Owner, its Successors or assigns, always however subject to the restrictions herein imposed thereon, governing the use, maintenance, and operation thereof, the common recreation

areas and park areas and facilities located therein, said common recreation areas, and Common Ground, having herein initially been conveyed to Trustees, for the purpose of imposing these restrictions thereon, and securing to present or future holders of any Deed of Trust upon residence buildings, in the Site, and unto their Successors and Assigns, the continuing right to use and enjoy the recreation facilities situated in and located upon such common recreation area or Common Ground.

Sec. 3.123 - To construct, reconstruct and maintain fences on the outboundary property lines of Site.

Sec. 3.124 - The right to use the Common Ground for such purpose(s) as in the sole judgment of Trustees, the Trustees may decide, provided such use is for the common use of all lot owners, and to such third parties, if any, as Trustees may grant such right of use. The right to grant road or utility or other easements to third parties outside of the subdivision, including, but not by limitation, non-exclusive easements over the Common Ground.

Sec. 3.125 - The right to contract with any person or persons for the management of the Common Ground, or any part thereof, upon such reasonable fee or management basis and terms as the Trustees, in the sole discretion of Trustees, any approve.

Sec. 3.126 - The right to lease to any person or persons the Common Ground, or any part thereof, upon such terms and condition is as the Trustees, in their sole discretion, may approve, provided that such lease shall not impair the rights of persons claiming under Owner to use the Common Ground subject to such rules and regulations as said lease agreement may provide.

Sec. 3.127 - The right to authorize and permit, subject to such reasonable rules and regulations as the Trustees may promulgate, the tenants, licensees, invitees, and permittees of the owner of any lot or lots established in the Site, to use the Common Ground.

Sec. 3.128 - The right to render, from time to time, other land adjacent to and contiguous with Site, subject to and subservient to these Restrictions, by appropriate legend on a plat of the land intended to be made subject to Restrictions, or by filing an appropriate other instrument of record effective to make such land subject to these Restrictions. Such other land, though separated from Site by a street may nevertheless be treated by Trustees, in their sole judgment, as contiguous.

Sec. 3.13 - To avail themselves of and exercise the rights and powers herein granted to them, provided that nothing herein contained shall be taken to compel the Trustees to make any payment or incur any liability in excess of the amount, which shall for the time being be in their hands as the result of assessments made against any of the owners of land in the Site, as hereinafter provided.

Sec. 3.14 Assessments - In order to provide the means necessary to make the payments and perform the duties and avail themselves of and exercise the rights and powers aforesaid, and to secure the various ends contemplated and intended to be effected by means of these Restrictions (other than the special assessments referred to in Section 3.16 of this Article III), the Trustees are hereby empowered to collect each year, commencing in the year in which Restrictions are placed of record, from the owners of any record subdivision lots which may hereafter be created upon and within said Site, a sum of money sufficient for all the general purposes hereinbefore recited (in addition to the

special sums hereinafter in Section 3.16 of this Article III mentioned for specific purposes) provided that the total amount required in any year for said general purposes shall not exceed a sum equal to Five Hundred Dollars ($500.00) per year per Single Family Residential Lot, provided that said sum shall on each fifth (5th) anniversary after January 1st, 1988, be subject to increase or decrease by the percentage of increase or decrease in the Consumers Price Index for all urban Consumers (published by the U.S. Department of Labor), all items from the 1st day of January next succeeding the year in which these Restrictions are recorded, using the year 1982-84 equals 100 as the base year. If such Consumer Price Index is no longer published by the U.S. Department of Labor, then such subsequent or replacement index or suitable replacement index (in the sole judgment of the Trustees) shall be utilized. So long as Owner shall own any lot in said subdivision, such lot shall not be subject to any assessments under this Indenture; if Owner shall permit any residence constructed on any lot owned by it to be occupied as a residence, then such lot shall be subject to assessments, if any, hereunder commencing for the calendar year of such occupancy and thereafter.

The total amount so required for general purposes shall be determined or estimated from year to year by the Trustees and may be made payable in advance or in one or more installments as Trustees may determine; and the owner or owners of each lot (excepting the owners of any roads, places, walks, avenues, circles, parking areas, easement strips, common areas, and Common Ground, title to which may be vested in the Trustees) irrespective of its location, now existing or hereafter created upon the Site, shall be required to pay in advance on such account such proportion of the said annual amount (in the installments as called for by the Trustee) as such lot bears to the sum of all single family residence lots then located in the Site. Taxes, sewer assessments, water, electric, gas, and other utility charges, which may be assessed against or charged for the roads, places, avenues, circles, parking areas, easement strips, common areas, and Common Ground, and the costs of operating, repairing, and maintaining, including the reconstruction, if necessary, of any common area, parking area, Common Ground, roads, places, avenues, circles, walks, and improvements located thereon, conveyed to or acquired by the Trustees and title to which shall be held by the Trustees, shall be paid out of the funds collected in accordance with this paragraph. If the annual assessment for general purposes as previously fixed by the Trustees is insufficient to provide for all such general purposes, the Trustees may levy and collect additional assessments from time to time for general purposes, subject to limitations herein in this paragraph imposed on such assessments.

Sec. 3.15 - If the Trustees should at any time be sued for damages for personal injuries or death sustained by anyone or for damage to property by anyone sustained by anyone on the Site or by anyone by reason of any act of the Trustees may, if the insurance company insuring and indemnifying Trustees against loss or damage by reason of any such claim or suit, shall fail, refuse, or neglect to assume the defense of such claim or suit, or shall fail, refuse, or neglect to pay and satisfy any judgment rendered in such suit against the Trustee, employ attorneys to defend such suit or action or to compromise and settle, at any time, such claims, before or after suit, or after judgment and the expense thereof, including any amount paid in settlement or in satisfaction of any judgment recovered against them, and interest and costs and attorney's fees and other costs of defending such action shall be assessed by the Trustees pro rata against the owners of residence lots and against the residences thereon situated, in the same manner as provided in the foregoing Section 3.14, and the payment thereof shall be enforced as hereinafter provided, the amount so to be paid

shall be in addition to the assessment for general purposes referred to in the foregoing Section 3.14.

The Trustees shall also be authorized to expend money for the collection of assessments and keeping the books of account, and they are also authorized to purchase and carry insurance to protect them against claims for personal injuries or death, or for damage to property, sustained by anyone as hereinbefore provided, and to purchase fire and extended coverage insurance insuring any property owned by them in their capacity as Trustees against loss or damage by fire or other casualty, and any amounts so expended for insurance shall be included in expenditures for general purposes as provided in Section 3.14 of this Article III.

Sec. 3.16 - Whenever the assessments herein authorized under Section 3.14 and Section 3.15 are insufficient to defray the costs of construction and reconstructing roads, places, avenues, circles, walks, parking areas, common areas, and Common Ground, and of operating any maintaining any common area, Common Ground, recreation facility, roads, places, avenues, circles, walks, and parking areas, the Trustees may levy a special assessment, without regard to the limitations thereon provided for in Section 3.14 and 3.15, to defray such excess costs, provided, first, however, that the lien of any such special assessment shall be junior to and subordinate to the lien of any Deed of Trust imposed within four (4) years of the date of this Indenture upon any property affected by such assessment if the holder of such Deed of Trust be a duly qualified savings and loan association, bank, insurance company, retirement or pension fund, otherwise the lien of such assessment to be senior to that of any encumbrance recorded after the date of these Restrictions; and provided, second, that no special assessment shall become effective until approved by two-thirds (2/3) vote of the record owners of any and all lots then subject to these Restrictions. Such special assessments shall be made, if at all, in the same manner as herein provided for the making of assessments for general purposes under Section 3.14, and the enforcement of the collection thereof effected in the same manner hereinafter provided in Section 3.17 for the enforcement of collection of assessments made for general purposes.

Sec. 3.17 - A written or printed notice signed by the Trustees or a majority of them, or having names written or printed thereon with their authority, stating the amount of money required for general purposes, hereinbefore recited, of any installment or installments thereof, or of the sums hereinbefore required for special purposes (other than such general purposes), and the date or dates when payment thereof must be made, shall be served at least thirty (30) days before any payment under said notice shall be required to be made, upon each of said owners, either by delivering said notice to each owner personally, or to his agent, or to any person over the age of fifteen years (15) found in charge of their respective apartment buildings, or residences, as the case may be, or by mailing the same to such owner's last known address, or by posting the same upon any conspicuous place (on the apartment building) or upon the residence building as the case may be, with respect to which such assessment is being made. Service in any one of the said methods shall be sufficient; said annual amount and installments thereof (and any special assessment) required to be paid as above provided, shall as soon as such notice be served, become to the extent of and for the amount payable by each owner as above provided, a charge or lien upon his residence building, and upon his interest in any land or building a part of the Site, and said lien shall continue in full force and effect until said amounts are fully paid, and the same (together with all other assessments) shall constitute a first lien (excepting in cases of the lien of a

Deed of Trust imposed upon any such property within four (4) years of the date of this Indenture, the lien of which, if the holder of such Deed of Trust be a duly qualified savings and loan association, bank, insurance company, retirement or pension fund, shall be senior to the lien of any special assessment) against the property superior to any lien or encumbrance which the owner may have heretofore created or may thereafter create against the said residence building, and owner's property and any improvements thereon, and all persons acquiring any interest in said residence buildings, and property, or any of them, from the owner and owners thereof, whether voluntarily or involuntarily, shall take the same subject to such right or power in the Trustees to assess the same for the purposes of these Restrictions. In case of said annual assessment or the amount of any installment thereof, or any special assessment, if not promptly paid when due, it shall thereafter bear interest at the maximum legal rate; and if after default the same shall have been placed in the hands of any attorney for collection, the fee of such attorney shall be paid by the residence building owner or owners, in default and against whom such action to enforce collection has been taken, and shall likewise be a first lien (except as herein otherwise provided in the cases of Deeds of Trust imposed upon such property and held by a savings and loan association, bank, insurance company retirement or pension fund) on the residences and property of such owner or owners. The Trustees may institute and prosecute any legal proceedings in law or in equity, or both, against the owner or owners so making default, and against their respective residence building and lot, and against all persons claiming through and under them, to compel such payment with interest, costs of suit and attorney's fees attending the recovery of payment in default. Each residence building and lot, in respect of which default is made shall at all times on occasion of any such default be liable to be sold under decree of any court of competent jurisdiction in appropriate legal proceedings in like manner as if the amount so due and unpaid with interest, costs and attorney's fees, were secured by mortgage or Deed of Trust on such building, property and lot, to the end that out of the proceeds of such sale the amount so in default be raised and paid, with interest, costs and attorney's fees; the purchaser or purchasers, however, at such sale shall take subject to these Restrictions and to all of the covenants, easements, provisions, powers and rights herein contained, created, or granted, in the same manner and to the same extent as if the said owners had sold said building or buildings, property, and lot or lots voluntarily subject to the provisions hereof, excepting that such sale shall clear the property sold from the lien of the particular assessment in default and on account of which said sale occurred. The owner of any such building, property, or lot at the time of such assessment, whether general or special, shall also be personally liable to the Trustees for the payment thereof, together with interest, costs and attorney's fees.

ARTICLE IV

Owner, for itself, its successors and assigns, and for and on behalf of all persons who may hereafter derive title to or otherwise hold through it, its successors or assigns, any one or more of the residential lots covenants with the Trustees and for the benefit of such future owners and each of them, as follows:

Sec. 4.01 - Trustees, in their sole discretion, shall have the right and power to approve or reject all plans and specifications for the construction, reconstruction, addition or alteration, painting or repainting to any building, fence, wall, or other structure of any kind, as well as for the location and grade of any structure upon any lot and the general grading and landscape treatment. No work shall be

started upon any of the improvements until the plans and specifications for same have been submitted to and received the written approval of the Trustees. The Trustees shall have forty-five (45) days from receipt of the plans and specifications to approve or disapprove the same. Upon the elapse of forty-five (45) days after the date of submission to the Trustees of two (2) complete sets of detailed plans and specifications, such plans and specifications shall be deemed to have been rejected and disapproved, unless any one of the Trustees shall have therefore delivered to the person submitting said plans and specifications, a set thereof with the approval of one (1) Trustee endorsed thereon, with the date of submission and endorsement shown thereon. The Trustees shall have the right to disapprove and reject any such plans which in their opinion would be injurious to, or out of harmony with, the present or future development of the Site, and in so passing upon such plans and specifications, they shall have the right to take into consideration the type, use, and color of materials and of finish, the architectural design, general aesthetic appearance, landscaping plans, and any and all other facts, which in their judgment, affects the desirability and suitability, and the maintenance of the Site as a first class residential (and residential apartment site with respect to that part of the Site, if any, zoned for apartments). Each residence shall have a minimum of 1400 square feet in respect to any one story residence, and 1800 square feet in respect of any two story buildings of living area, exclusive of garage, porches and basement. Owner reserves to Owner, and to any successor developer, the right to maintain on Site, sales office, construction trailers, and construction equipment.

Sec. 4.02 - No "For Sale" or other signs or displays of any type shall be placed or displayed upon any building located in, or upon any part of the Site, without the prior written approval of the Trustees, who shall have the right, in their sole discretion, to approve such signs as to form, contents, size, and location. The foregoing shall not apply to the Owner or any successor developer.

Sec. 4.03 - No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any part of the Site, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon the Site. No derrick, tank, or other structure designed for use in storing or boring for oil or natural gas or other mineral shall be erected, maintained, or permitted upon the Site.

Sec. 4.04 - When and if the Site, or any part thereof, is platted of record into lots, no platted lot shall thereafter be resubdivided, nor a fractional part thereof sold without the written consent of the Trustees, who are hereby authorized, if in their judgment or discretion, such consent is desirable and beneficial to the Site, to consent thereto.

Sec. 4.05 - No residential building, now or hereafter constructed upon the Site shall be used for other than solely residential purposes, nor shall same be used for any purpose prohibited by law or ordinance, nor shall anything be done, or said building used for any purpose, which, in the judgment of Trustees, may be or hereafter become a nuisance to any user of any residence lot in the Site.

Sec. 4.06 - No clothes shall be hung on any line or other device outside of any. No trailers, motorized campers of any make or variety, trucks or boats shall be parked (except for temporary purposes not exceeding four hours) in any street in the Subdivision, nor upon any part of any lot, without the prior consent of the Trustees. No person shall reside on any lot in any temporary tent, temporary structure,

or trailer home.

Sec. 4.07 - No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Site, except that no more than two dogs, cats, or other household pets (except household pets with vicious propensities) may be kept or maintained on any Lot or in any Living Unit, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times leashed and no "runs" or other outside structures are erected or installed therefore. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited."

Sec. 4.08 - No fences or screening of any kind shall be erected or maintained on any Lot between the rear of the residence constructed on such Lot and the street upon which such Lot fronts. Fences may be maintained on other portions of the Lots only with written consent of the Trustees as to location, material and height, and the decision of the Trustees to approve or reject a fence shall be conclusive."

Sec. 4.09 - No exterior television or radio antennae, towers, satellite dishes, or similar structures will be allowed on any Lot or Living Unit in the Site."

Sec. 4.10 - Each of the covenants and restrictions in this Article IV shall run with the land, and shall attach to and run with all land made subject to and encumbered by these Restrictions, and shall be binding upon every owner or occupant of any part of the land encumbered thereby as fully as if expressly contained in proper and obligatory covenants or conditions in each contract or conveyance of or concerning said land or any part thereof, including any improvements thereon. The Trustees shall have the rights to recover from any person violating any such covenant all costs and expenses incurred in procuring the enforcement thereof, including, but not by way of limitation, court costs, attorney's fees, and damages for any violation.

Sec. 4.11 - Each lot encumbered hereby shall be subject to the sideyard and building line requirements, if any, of St. Louis County Ordinances and to those shown on the Plat encumbered hereby, except as may be amended by St. Louis Board of Zoning Adjustment and approved by the Trustee.

ARTICLE V

Amendment and Modification

Anything in these Restrictions to the contrary notwithstanding, the record owners of the fee simple title of at least two-thirds (2/3) of the lots authorized by law to be created upon Site now subject to and hereafter made subject to these Restrictions, may, at any time hereafter, by instrument duly signed, acknowledged and recorded by them, amend, modify, remove or release, in whole or in part, any of the restrictions herein created, or may by such instrument impose new and additional restrictions which hereafter shall govern any or all of the buildings and lots on the Site, Provided that Restrictions, as amended, are in compliance with applicable ordinances. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Trustees unless some person is substituted for the Trustees with the responsibility and duties of such Trustees.

Owner also reserves the right for a period of nine (9)

years after the effective date of this Indenture, by Supplemental Indenture, duly signed, executed and recorded, to impose new and additional restrictions, or to amend and/or modify this Indenture without the consent of an person or persons claiming by, through and under Owner, except that no such amendment shall authorize any increase in assessments without the prior written approval of the owners of not less than fifty (50%) of the lots encumbered by these Restrictions. Trustees herein are authorized to accept from Owner in the future additional roads, places, avenues, circles, walks, parking areas, common areas, and Common Ground, and to hold title thereto subject to the terms of this Indenture and subject to the terms of such further restrictions, if any, as Owner may impose therein at the time of such conveyance.

Whenever the approval of any action hereunder is required by the lot owners, the Owners of each lot authorized to be established by law shall, collectively, be entitled to cast one (1) vote.

Any amendment made to these Restrictions pursuant to the terms of this Article V shall be subject to review and approval of the Director of Planning of St. Louis County, Missouri.

The rights, powers and obligations granted to Owner hereunder may be assigned or transferred by Owner, in whole or in part, to any other person or entity or persons or entities to whom Owner sells, transfers or assigns all or any of the Lots or Living Units in the Site.

ARTICLE VI

Removal of Trustees and Enforcement of Restrictions

Sec. 6.01 - Should any of the Trustees herein designated, or any of their respective Successor Trustees, be guilty of malfeasance nonfeasance, or misfeasance in office, then the owners of at least ten per cent (10%) of the number of residential lots located upon the Site, or the holder of any note secured by Deed of Trust upon any apartment building located in the Site, provided such holder be a qualified bank, insurance company, or savings and loan association, may institute an action and proceeding in the names of such holder in a court of competent jurisdiction in the County in which the Site is situated, for the purpose of securing and effecting the removal of any such Trustee.

Sec. 6.02 - Before any suit may be brought under this Article VI for the removal of any Trustee, and as a condition precedent to any such suit, such Trustee shall be given written notice specifying in particular each of the grounds of alleged malfeasance, nonfeasance, or misfeasance of any such Trustee, and such Trustee shall have forty-five (45) days within which to cure any such default. If within said forty-five (45) days such Trustee shall have cured said default, or if within said forty-five (45) days Trustee shall have in good faith taken effective steps to cure such default, and shall prosecute such steps with continuity, good faith, and due diligence, then such action on the part of such Trustee shall constitute full and complete defense to any action brought for such Trustee's removal.

Sec. 6.03 - Anything to the contrary notwithstanding, the embezzlement by any Trustee herein of any funds received by any such Trustee, in their capacity as such, shall always constitute a ground for such Trustee's removal, and such misfeasance by any such Trustee shall not be subject to the curative procedure set forth in Section 6.02 hereinabove.

ARTICLE VII

Surface Storm Water Drainage

No person deriving title to any part of Site, by, through, and under Owner, shall have the right to modify, change, or alter such grade as owner may have established, or may hereafter establish upon Site nor obstruct, alter, or change, in any way the drainage of surface waters after the courses thereof shall have been fixed by reason of any grade established by Owner, unless such person shall have first procured the written consent and authorization of Trustees.

ARTICLE VIII

Eminent Domain, Compliance with Local Laws and Assessments for Street Lights, Roadways and Easements

(a) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as the times fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, 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 Ground, roads, easements, and other areas provided hereunder for the common and joint use of the lot owners.

(b) 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 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 by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, roadways and easements, unless the obligation for such maintenance and operation be assumed and accepted by a public authority.

ARTICLE IX

Detention Basin

Allocated Storm Water Retention Agreement. In addition to annual assessments herein otherwise authorized, the Trustees shall make assessments in the manner provided for herein 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 five percent (5%) of the annual assessment for each lot and living unit, and such assessments shall be made until such easements shall be accepted for maintenance by the Metropolitan St. Louis Sewer District or other public authority.

I.E. 7.50 PER LOT PER YEAR

In the case of the subdivision encumbered hereby, storm water detention basins have been shown on the plat(s) and identified as "Storm Water Control & Detention Easement."

IN WITNESS WHEREOF, Owner has caused this Indenture to be duly signed by its President and its corporate seal to be hereto affixed, attested by its Secretary, and the Trustees have also hereto set their hands this day and year first in this Indenture written.

CHRISTOPHER LAKES DEVELOPMENT COMPANY
(Owner)

By: _____
William G. Cocos, Jr., Partner

_____
Richard J. Piatchek, Partner

_____
John H. Berra, Partner

_____
Trustee: William G. Cocos, Jr.

_____
Trustee: Richard J. Piatchek

_____
Trustee: John H. Berra

CONSENT OF MORTGAGEE

The undersigned, holder of Deed of Trust, recorded in Book 8047 at Page 1194 of the St. Louis County, Missouri Recorder's Office, hereby consents to the foregoing Trust Agreement and Indenture of Restrictions and subordinates said Deed of Trust thereto.

Dated: 12/1/88

Lemay Bank and Trust Company

By: _____
Title: Sr. Vice Pres.

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

On this 30th day of November, 1988, before me David L. Welsh, a Notary Public in and for said state, personally appeared William G. Cocos, Jr., partner of Christopher Lake Development Company, a Missouri general partnership, known to me to be the person who executed the within instrument in behalf of said partnership and acknowledged to me that he/she executed the same for the purposes therein stated.

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

David L. Welsh
Notary Public
DAVID L. WELSH

My Commission Expires: 11-24-89

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

On this 30th day of November, 1988, before me DAVID L. Welsh, a Notary Public in and for said state, personally appeared Richard J. Piatchek, partner of Christopher Lake Development Company, a Missouri general partnership, known to me to be the person who executed the within instrument in behalf of said partnership and acknowledged to me that he/she executed the same for the purposes therein stated.

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

David L. Welsh
Notary Public
DAVID L. WELSH

My Commission Expires: 11-24-89

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

On this 30th day of NOVEMBER, 1988, before me DAVID L. WELSH, a Notary Public in and for said state, personally appeared John H. Berra, partner of Christopher Lake Development Company, a Missouri general partnership, known to me to be the person who executed the within instrument in behalf of said partnership and acknowledged to me that he/she executed the same for the purposes therein stated.

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

David L. Welsh
Notary Public
DAVID L. WELSH

My Commission Expires: 11-24-89

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

On this 1st day of December, 1988, before me personally appeared John J. Vallino, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Lemay Bank and Trust Company, a Missouri Banking corporation, 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 John J. Vallino 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.

Joyce Blake
Notary Public

JOYCE BLAKE
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. DEC. 6, 1990

Joyce Blake

My Commission Expires:

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

On this 30th day of November 1988, before me personally appeared William G. Cocos, Jr., Richard J. Piatchek and John H. Berra, to me personally known, who being first duly sworn on their oath did state that they executed the above and foregoing as their free act and deed and that the matters set forth therein are true and correct according to their best information and belief.

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.

David L. Welsh
Notary Public
DAVID L. WELSH

My Commission Expires: 11-24-89

EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTH 1/2 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 6 EAST, ST. LOUIS COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:

Beginning at an old stone set at the intersection of the North-South Center Section line with the South line of Section 23, being the Northeast corner of Lot 39 of Willow Brook Farm Plat 1, a subdivision as recorded in Plat Book 182 Pages 74 and 75 of the St. Louis County Records and being the Southeast corner of a tract conveyed to Brooks by Deed Book 6554 Page 434; thence South 89 degrees 45 minutes West along said south line and a North line of Willow Brook Farm, Plat 1, 643.26 feet to an old stone, being the Southwest corner of Brooks tract and a Northern corner of Willow Brook Farm Plat 1; thence North 00 degrees 09 minutes East along the West line of Brooks tract and an Eastern line of Willow Brook Farm, Plat 1, 1002.64 feet to the Northwest corner of Brooks tract, being in the South line of Telegraph Road; thence Eastwardly along the said South line of Telegraph Road the following: Eastwardly along a curve to the right having a radius of 1382.70 feet (chord bearing North 56 degrees 49 minutes 20 seconds East, 614.78 feet) an arc distance of 619.96 feet to a point of tangency; North 69 degrees 40 minutes East, 587.69 feet to a point of curve; Eastwardly along a curve to the left having a radius of 1196.30, an arc distance of 220.79 feet to an old corner of a tract conveyed to Quiram; thence along the Eastern lines of Quiram tract and the Western line of Denacre Estates, a subdivision as recorded in Plat Book 168 Page 56, South 29 degrees 15 minutes 30 seconds East, 265.52 feet and South 5 degrees 12 minutes 30 seconds West, 1411.40 feet to the South line of Section 23; thence North 89 degrees 52 minutes 20 seconds West along said South line, 625.44 feet to the place of beginning.
CONTAINING: 42.08 ACRES

END OF DOCUMENT