

AMENDED TRUST AGREEMENT AND INDENTURE OF RESTRICTIONS
FOR
"QUIET VILLAGE" SUBDIVISION
Revision Date: 3/18/99

WHEREAS Knollwood Development Co., a Missouri corporation, (hereinafter sometimes called "Developer") was the owner and developer of a tract of land situated in the County of St. Louis, State of Missouri, and described as follows:

Beginning at the point of intersection of the centerline of Schulte Road with the southeast line of property conveyed to Hecht as recorded in Book 296, page 300 of the St. Louis County Records, thence southeastwardly along said centerline S. 27 degrees 46' E. 2053.9 feet to a point, thence S. 23 degrees 14' E. 264.05 feet to a point, thence leaving said centerline along the following courses and distances; S. 60 degrees 23' W. 556.87 feet, S. 29 degrees 37' E. 250 feet, S. 60 degrees 23' W. 388.35 feet, N. 42 degrees 23' W. 241.06 feet, N. 60 degrees 39' W. 345.75 feet, N. 5 degrees 02' E. 255.07 feet, S. 84 degrees 42' W. 663.23 feet, N. 5 degrees 35' W. 576.58 feet, N. 15 degrees 38' W. 220.80 feet, N. 65 degrees 30' W. 507.01 feet, N. 59 degrees 44' E. 193.32 feet, N. 59 degrees 48' E. 594 feet, N. 29 degrees 31' W. 458.24 feet, thence N. 60 degrees 29' E. along the southeast line of said Hecht property line 1035.32 feet, more or less, to the point of beginning, said tract containing 77.0 acres and being located on the west line of Schulte Road, at its intersection with Pem Road.

WHEREAS, the Developer developed said tract into a first-class, private, residential subdivision to be known as "Quiet Village" and said tract continues to be such a subdivision, and

WHEREAS, such development was accomplished by subdividing said tract in sections, with plats thereof recorded in the office of the Recorder of Deeds for the County of St. Louis, and

WHEREAS the Developer desired to impose certain restrictions, limitations, reservations and conditions on said tract for the purpose of aiding its development as a desirable residential area and for the purpose of maintaining the property values therein, and

WHEREAS the Developer caused to be recorded the original Trust Agreement and Indenture of Restrictions for "Quiet Village" Subdivision which provided therein for the expiration of the said document on January 31, 2000 unless extended as provided by the terms therein, and further provided for the method of amendment thereof, and

WHEREAS the undersigned owners of seventy-five (75%) percent of the lots in the subdivision wish to both extend the period of the indenture as provided in paragraph eighteen (18) of the original document and desire to amend said document as provided in paragraph nineteen (19) of said document,

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the consent of the Trustees to act herein, and in further consideration of the mutual advantages to accrue to the undersigned Owners as well as to the future owners of portions of said tract, it is hereby declared and provided that said tract and subdivisions thereof shall be subject to the restrictions, limitations, reservations and conditions hereinafter set forth, to-wit:

1. Except for areas held by the Trustees or a corporation owned by the Trustees, no lot shall be used for any purpose other than as a site for a private residence for the use and occupancy of one (1) family, not more than one (1) family shall occupy any such residence, and not more than one (1) residence shall be built on any lot. No business shall be conducted from any residence except in the home types of business customarily conducted from single family residences in the general area and then only to the extent that such business does not cause any appearance, sound or smell noticeable on the outside nor any significant traffic to and from the residence. No commercial vehicles shall be

kept on any lot except each lot may keep one truck no larger than one (1) ton, used by the homeowner in his principal occupation.

2. Except for original construction heretofore or hereafter performed by or on behalf of the Owner, no building or other structure shall be erected, constructed, altered or changed on any lot until the plans and specifications therefor have been approved by the Trustees.

3. No residence shall be permitted to be constructed unless it is of an architectural style of "ranch type" or "split level" or "two story" and unless it contains more than eleven hundred (1100) square feet of floor space usable for year-round living purposes, excluding the floor area contained in the basement, garage, porches and unheated breezeways, but including the den or activity room of a split level house.

4. No detached garages or outbuildings shall be erected or constructed on any lot used as a site for a private residence except for well-maintained and attractively constructed storage sheds no larger than ten (10) feet on any side and no taller than eight (8) feet.

5. No permanent garbage receptacle shall be permitted and no ash pit or receptacle for ashes or rubbish shall be permitted in any yard. No compost piles may be kept except in a compost structure no larger than five (5) feet on any side.

6. No fence, enclosure or detached retaining wall shall be erected unless approved by the Trustees.

7. Front building lines shall be established as shown on subdivision plats heretofore or hereafter filed for record in the office of the Recorder of Deeds for the County of St. Louis, and no building or any part thereof shall be projected between the front building line and the adjacent street. This shall not, however, prohibit the projection

into such space of any terrace, open porch, chimney, roof overhang, downspout or gutter which the Trustees may approve. The distance between the side wall of any building and the said lot line shall be no less than eight (8) feet. The Trustees may decrease any building line requirements for any lot by not more than thirty (30%) percent.

8. No other construction or additions of any kind shall be erected which are not in harmony with the general surroundings of such lot or the adjacent buildings.

9. No animals of any kind shall be kept or maintained within the tract and subdivision except the usual kind and number of domestic pets which are customarily found in single family households in high-class, private, residential subdivisions, such as dogs, cats or canary birds, but not including larger animals such as ponies or horses, and no dangerous animals, and the determination of the Trustees in this matter shall be considered final in all disputes which may arise. Further, no such domestic pets shall be permitted to run at large throughout the neighborhood nor onto other owners' properties. No animals shall be permitted to make excessive or repeated noise and no dogs shall be permitted to bark so as to disturb others.

10. No act or condition which, in the determination of the Trustees, constitutes a nuisance, shall be committed or maintained on any lot.

11. No signs of a commercial, professional or advertising nature shall be erected or displayed on any lot without the consent of the Trustees. This shall not prohibit temporary for sale signs nor temporary signs no larger than traditional real estate sale signs kept in yards wherein improvements have been or are being made displaying basic information about the party making the improvements, but such signs about improvements shall not be maintained for more than thirty (30) days.

12. No rubbish or debris shall be accumulated or allowed to accumulate on any lot (except compost as provided in paragraph five (5) hereof), nor shall weeds, grass or other growths on any lot be allowed to become unsightly.

13. No coal or coke burning furnaces shall be installed in any building on any lot nor shall any exterior wood burning furnace be installed.

14. No satellite dishes shall be permitted larger than sixty (60) inches in diameter or which are not dark in color, and no satellite dishes shall be kept in front yards or side yards facing any street.

15. No loud music or loud noises shall be emitted from any lot.

16. No unlicensed or disabled vehicles shall be permitted on any lot, except as kept within a wholly enclosed garage.

17. No property shall be permitted to deteriorate and become unsightly.

18. The current Trustees and their successors shall have the following powers and rights with respect to the aforesaid tract and to all sections of "Quiet Village Subdivision" (however nothing herein shall be construed to create a duty to do any of the following):

- a.) To take and have exclusive control of easements which may hereafter be granted to and accepted by them, for the benefit of said tract and subdivision.
- b.) To improve, beautify and maintain the tract and subdivision in such manner as they deem appropriate.
- c.) To light, police and clean streets and to build and maintain sewers in said subdivision.

- d.) To collect, clean up and remove garbage, rubbish and debris, and to cut and remove grass, weeds and other growths, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers from or on any lot, vacant or improved; and to pay for such services with such funds as the Trustees may have from general or special assessments. The Trustees may levy an assessment against such lot without the necessity of an "approval meeting" and said assessment shall constitute a lien against the lot so assessed to bear interest and be enforced by the Trustees as other liens as provided herein.
- e.) To enforce compliance with all restrictions, limitations, reservations and conditions herein imposed.
- f.) To procure insurance against any liability or responsibility arising against them in their capacity as Trustees.
- g.) To dedicate to public use any property, easements or rights held by them, provided that an appropriate agency is willing to accept same.
- h.) To employ such parties as they deem necessary to exercise the rights, powers and privileges granted to them and the duties imposed upon them, including the right to employ a watchman or watchmen; to employ counsel; to institute and prosecute such suits as they deem necessary and defend any suits brought against them in their capacity as Trustees, and to pay all costs, expenses and awards resulting therefrom; it being expressly understood that the Trustees shall not be held personally liable for any act of commission or omission in their service as Trustees, except for actual fraud or willful misconduct.

i.) To levy general and special assessments against the lots in said tract and subdivision in such amount or amounts as they deem appropriate to provide the funds necessary to make all payments and defray all costs which may be incurred by the Trustees in performing their duties, rights, powers and privileges as set forth in this instrument; provided, however, that such general assessments shall not exceed One Hundred (\$100.00) Dollars per lot in calendar year 2001, subject to annual increase after the first year in accordance with the Consumer Price Index (should said index not be published, the Trustees may select another comparable index). In any event, the amount of annual increase in the Annual Subdivision General Assessment shall not to exceed four (4%) percent. Provided further, that any Special Assessment provided for in this subsection shall not become effective until approved by the owners of a majority of lots at an "approval meeting" as provided for herein. Every assessment hereby authorized, or authorized by any other provision of this indenture, shall bear interest at the rate of eight (8%) percent per annum from and after thirty (30) days from the effective date of levy until paid, and every assessment, from and after the effective date of levy, and with interest thereon, shall constitute a lien or charge against any lot to which it relates and shall be enforceable by the Trustees against such lot in like manner as is or may be provided by law for the enforcement of

equitable liens. Notice of assessments shall be given by mail addressed to the last known post office address of the legal title holder or by recording a notice of assessment in the office of the Recorder of Deeds in the aforesaid County of St. Louis. In case any assessment is not paid when due, then, in addition to the amount of said assessment and interest thereon, all costs, attorneys' fees and expenses of whatever kind incident to enforcing and collecting said assessment shall also be a lien upon the lot involved and enforceable as such. All reasonable attorneys' fees and expenses incurred in the defense of any action challenging any assessment shall, if the Trustees are the prevailing party, be paid by the party bringing the suit and shall constitute a lien on the property of the said party or parties.

19. The Trustees shall have the further power and right to take and have exclusive control of and title to areas in said tract for the common benefit, use and enjoyment of the tract, subdivision and the owners of lots therein, and to establish and enforce rules and regulations in connection therewith. By way of illustration and not limitation, such areas may be used for parks, recreational areas, playgrounds, swimming pools and parking lots. The Trustees shall have the right and power to improve, repair and maintain such areas and facilities either with funds derived by general or special assessment or with funds derived through voluntary arrangements with owners of lots in the subdivision, and in the latter event the Trustees shall have the further right and power to restrict the use and enjoyment of such areas and facilities on the basis of contribution. The Trustees shall have the further right and power to enter into arrangements with other persons, associations or corporations not connected with the subdivision for the use and enjoyment

of said areas and facilities upon such terms and conditions as the Trustees shall deem proper.

20. For the purposes of this indenture, a "lot" is defined as a full lot as shown on any plat heretofore of hereafter recorded subdividing said tract, except that an unplatted area in said tract shall be considered a separate lot for each ten thousand (10,000) square feet contained therein.

21. Temporary vacancies in the Board of Trustees shall be filled by the remaining member or members of the Board of Trustees. Annually, between the months of January and March of each year, an election by lot owners in said tract and subdivision shall be held at such date and at such place convenient to the subdivision as may be specified by the Trustees, at which meeting each lot shall have one (1) vote, said votes to be cast in person or by written proxy, and a show of hands will comply with this requirement unless any lot owner shall voice objection, in which event the election shall be held by written ballot. The notice of the time and place of said meeting shall be mailed at least fourteen (14) days prior to the date of such meeting to each lot in the subdivision at the lot address, proof of mailing to be proof of notice. At each annual meeting aforesaid, one (1) Trustee, who shall have and continue to have an interest in a lot in said subdivision, shall be elected for a term of three (3) years commencing on the first day following the election. A Trustee shall serve for the term to which he has been elected or appointed and thereafter until his successor is chosen or appointed and shall have qualified, unless he resigns or becomes disqualified in the interim. A Trustee shall serve without pay, but shall be reimbursed for expenses reasonably incurred. Except as herein otherwise stated, actions of the Trustees shall be by majority vote.

22. The trusts, restrictions and limitations contained in this indenture are to run with the land and shall continue and be binding upon all of the parties hereto and all parties claiming under them, and upon their heirs, administrators, successors and assigns, until January 31, 2020 (this instrument shall constitute approval for an extended period as provided by paragraph eighteen (18) of the original agreement). Said trusts, restrictions and limitations may be extended beyond said period for a new period not exceeding twenty (20) years by seventy-five (75%) percent approval obtained at an "approval meeting" as defined and provided for herein or by an instrument executed by the then owners of sixty (60%) percent of the lots in said subdivision, and duly acknowledged and recorded in the Recorder's Office of the County of St. Louis, State of Missouri, before the expiration of said period; and further extensions may be effected in like manner. In the event of extension by way of "approval meeting", the Trustees shall duly acknowledge and record an instrument setting forth the extension so approved.

23. This instrument may be amended or terminated by sixty (60%) percent approval obtained at an "approval meeting" as defined and provided for herein or by an instrument executed by the then owners of sixty (60%) percent of the lots in the subdivision, and duly acknowledged and recorded in the Recorder's Office of the County of St. Louis, State of Missouri. In the event of amendment by way of "approval meeting", the Trustees shall duly acknowledge and record an instrument setting forth the changes or termination.

24. An "approval meeting" as provided for in this document shall be conducted as follows:

- a.) A majority of the Trustees may call an approval meeting by sending written notice thereof to each lot in the subdivision

addressed to "owner or owners" at least thirty (30) days in advance of said meeting. Said notice shall set forth the date, time and place of the meeting and shall describe, with reasonable particularity, the matter upon which approval is sought.

- b.) Said meeting shall be held at a place reasonably convenient to the lot owners on a weekday evening, not a legal holiday, between 7:00 and 8:00 p.m.
- c.) The Trustees shall select a chairman to preside over the meeting.
- d.) A written ballot shall be taken. No special form shall be prescribed except that each lot having an owner present shall cast a ballot signed by the owner or owners present, listing thereon the address of the lot, and stating thereon whether the lot owner or owners casting the ballot are "for" or "against" the proposition asserted. If votes are cast both "for" and "against" by owners of the same lot the lot shall be considered to have voted against the proposition. The Trustees shall make reasonable provisions for absentee ballots for those unable to attend. No approval shall be set aside for failure to provide absentee ballots unless those who desire to cast such ballots make reasonable efforts to do so, it is proven that the votes that would have been cast would have changed the result, and the Trustees' actions constitute an abuse of discretion.

- e.) Approval by the percentage of the votes actually cast shall constitute approval by the appropriate percentage as set forth herein.
- f.) The Trustees shall examine the ballots cast and shall determine whether approval has been obtained. Notice of the results of any approval meeting wherein any approval is obtained shall be sent to each lot in the subdivision and within thirty (30) days of the result and shall notify the owners at each address that the said owners have sixty (60) days within which to challenge the results as set forth in the notice. Failure to send such notice shall not invalidate the result but shall constitute a waiver of the Trustees' right to insist on timely challenge as set forth herein.
- g.) If any one lot owner wishes to challenge the result or procedure of any such meeting, or the authenticity of any signature or signatures, or standing as a lot owner of any person or persons casting a ballot or ballots, or any other matter touching the validity of the approval obtained, the lot owner shall inform the Trustees by written objection, within sixty (60) days of the mailing of the notice of the result, specifically wherein and why the lot owner objects.

Lot owners will waive any objection not preserved in a timely written objection. The doctrine of laches shall be applied to bar any legal challenge to any approval meeting if the said action is not filed within one hundred twenty (120) days of the mailing of the notice of the result of any meeting. No technical failure shall void any approval obtained

and no approval shall be overturned except for a violation which substantially affects the result.

25. The Trustees may, by majority vote, impose the requirement of an occupancy permit to be issued upon complete change of occupancy of the houses in the subdivision. The Trustees may also provide for a reasonable fee to be charged for an inspection prior to obtaining such permit. If such permit is required, the Trustees shall set reasonable written standards, with reasonable specificity. The Trustees may, from time to time, change such standards, but new standards shall not take effect until ninety (90) days after enacted. Any standard may be set aside by a majority vote at an approval meeting and shall not be again enacted by the Trustees unless approved at an approval meeting.

26. If the parties hereto or any of them, or their heirs, assigns, successors in interest or any person claiming under them shall violate or attempt to violate any of the restrictions and limitations herein, it shall be lawful for the Trustees or any other person or persons owning any interest in any lot or lots in said subdivision to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such restrictions or limitations, either to prevent him or them from doing so, or to recover damages or other dues for such violation.

27. In the event that at any time the Trustees unanimously agree that there is no further use for any easement or any portion thereof, the Trustees may declare the same vacated and abandoned by executing an instrument appropriate thereto and recording it in the office of the Recorder of Deeds in the aforesaid County of St. Louis. The Trustees shall also have the power to dedicate to public use any easement, if they consider such action desirable, and if such easement is accepted by an appropriate public agency.

28. Invalidation of any one of these restrictions and limitations by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force or effect.

29. The terms of this Amended Indenture shall supersede the terms of the original indenture. To the extent that any term of this amended indenture shall be declared invalid, the corresponding term of the original indenture shall remain in effect. Should this document be declared invalid as an amended indenture it shall nonetheless constitute an extension of the original indenture for the period set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the respective dates as set forth for each signature.