

MASTER

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BOOK 4821 PAGE 454

4600

TRUST AGREEMENT AND INDENTURE OF RESTRICTIONS

OF

FOUR SEASONS SUBDIVISION

This Indenture, made this 1st day of February, 1962, by and between NEW FOUR SEASONS, INC., a Missouri corporation, herein called "OWNER", and GERALD IKEN, SIDNEY KANDEL and AL KANDEL, all of St. Louis County, Missouri, herein called "TRUSTEES",

WITNESSETH:

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: Part of Lot 2 in Share 1, Lot 3 in Share 2 and Lot 5 in Share 3 of the Partition of Missouri Stevens Estate, described as:

Beginning at a point in the west line of Woods Mill Road, said point distant S. 7° 41' 30" W. 2973.64 feet from the intersection of the southern line of Olive Street Road with the west line of Woods Mill road, thence N. 82° 19' 30" W. 1856.45 feet to a point, thence N. 7° 40' 30" E. 208.72 feet to a point, thence N. 82° 19' 50" W. 208.72 feet to a point, thence N. 7° 40' 10" E. 2276.56 feet to a point, thence S. 78° 49' 30" E. 1265.0 feet to a point, thence S. 82° 36' 28" E. 790.91 feet to a point in the west line of Woods Mill Road, thence southwardly along said west line the following courses and distances: S. 7° 41' 30" W. 1150.41 feet, N. 82° 18' 30" W. 9.0 feet, S. 7° 41' 30" W. 300.0 feet, S. 82° 18' 30" E. 9 feet, S. 7° 41' 30" W. 200.0 feet, N. 82° 18' 30" W. 12.0 feet, S. 7° 41' 30" W. 300.0 feet, S. 82° 18' 30" E. 12.0 feet, S. 7° 41' 30" W. 323.23 feet, N. 82° 18' 30" W. 10.0 feet, S. 7° 41' 30" W. 25.0 feet, S. 82° 18' 30" E. 10.0 feet, and S. 7° 41' 30" W. 115.0 feet to the point of beginning; said tract containing 114 acres.

State of Missouri } ss
County of St. Louis }
FILED FOR RECORD

MAY 22 1962
At 2:20'clock P.M.

John L. Wood
Recorder of Deeds

Examined filed June 12-1962 Book 6330 Page 1656

See Certificate pages 1-3 of 1961
See Instrument File # 18-1966-2524-25316
Date 5/1/79 at 11:13
5/1/79 at 11:35
11/1/306

and WHEREAS, this Indenture is established for the purpose, inter-alia, of complying with St. Louis County Ordinance No. 2359, and other St. Louis County Ordinances (Sec. 1003.270, SLCRO. 1958) relating to Community Unit Plan developments, and

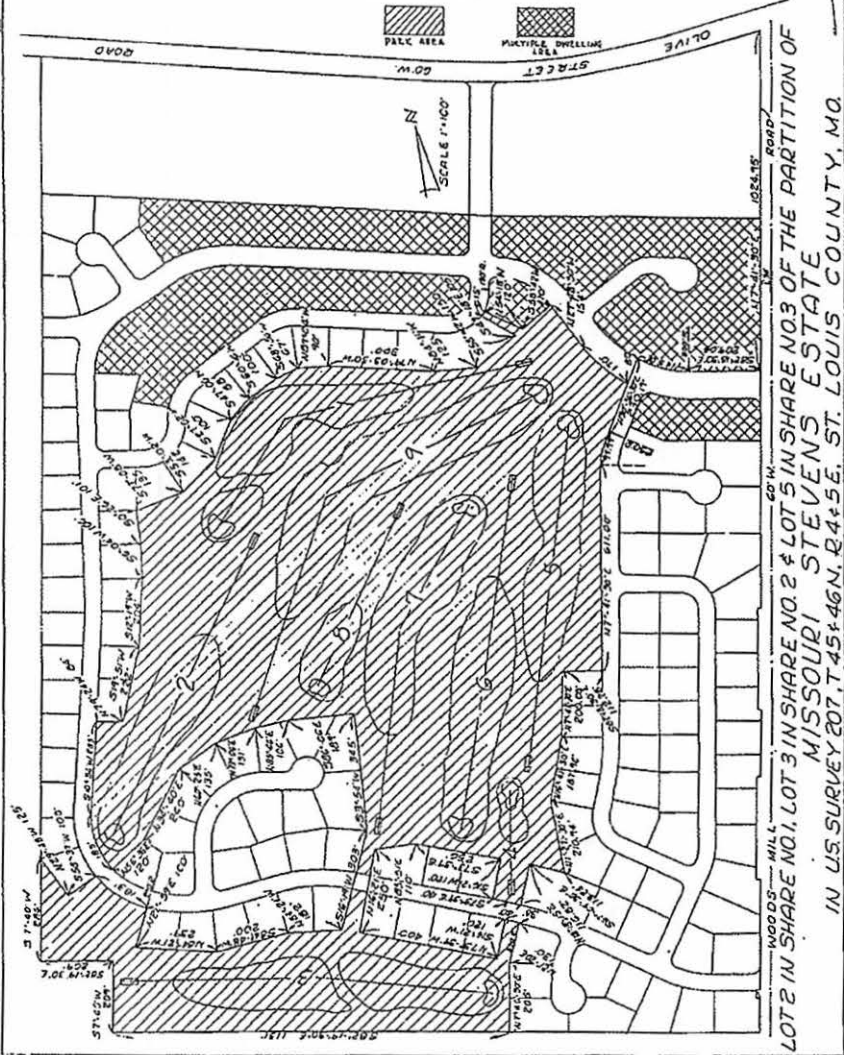
WHEREAS, Owner intends to develop and improve the above described site in part with residences, in part with multiple apartment family structures, in part with commercial property, and in part with a golf course, recreation, and open space area for the common use and enjoyment of the occupants and owners of said residence and apartment buildings, and

WHEREAS, Owner has caused a part of said site to be laid out and platted as a subdivision to be named FOUR SEASONS, the plat of which will be recorded in the office of the Recorder of Deeds within and for St. Louis County, Missouri, ~~in Book~~ at Page ~~of said records~~, said subdivision being herein referred to as "PLAT", and

WHEREAS, Owner has caused to be constructed and laid out upon a part of said site and open space area intended to be used for, by way of example, and not by way of limitation, a golf course, recreation area and park purposes, said open space area being herein

referred to as "Park Area", said Park Area being identified and more particularly described in Exhibit A attached hereto and by reference made a part hereof.

EXHIBIT A



LOT 2 IN SHARE NO. 1, LOT 3 IN SHARE NO. 2 & LOT 5 IN SHARE NO. 3 OF THE PARTITION OF MISSOURI STEVENS ESTATE IN U.S. SURVEY 207, T. 45 & 46 N., R. 4 & 5 E., ST. LOUIS COUNTY, MO.

WHEREAS, there has been designated and recited on plat certain private streets which are for the exclusive use and benefit of the owner or owners of the lots shown on said plat and for the use of such other persons as may be later designated by owner herein; 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, and any multiple apartment family areas, and commercial areas, shall in conjunction with Park Area be and remain a first class, integrated, single family residence and multiple family apartment project served by appropriate commercial developments and by the Park Area, 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 encumbered by this instrument, and of any of the 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 joint tenants and not as tenants in common, and unto their successors in trust, so long as this indenture shall remain in force and effect:

(A) All streets, roads, public utility easements, storm water sewers and drainage facilities contained in said subdivision (Plat);

(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 such streets, roads, common property, public utility easements, storm water sewers and drainage facilities, and 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 this indenture 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 sewerage, steam, electricity, water, or other useful agencies, provided, that none of 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) Park Area together with such improvements as are now or may hereafter be erected and constructed thereon.

TO HAVE AND TO HOLD the same to said Trustees and their Successors in Trust, IN TRUST, for the Owner, 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, its Successors and Assigns, to any part of said Subdivision (Plat), hereby provide that the liens and burdens of said easements, and restrictions shall be, run with, and remain attached to each of the lots in said Subdivision (Plat) as appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the said Trustees by this indenture, 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 provision of this indenture.

ARTICLE I

Sec. 1.01 Selection of Trustees; Meetings of Lot Owners; Term

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 a period of twenty-five (25) years from the 1st day of May, 19 62, 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 twenty-five (25) 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 least five (5) years prior to the expiration of this twenty-five (25) year period or of any fifteen (15) year period thereafter.

The First Trustee named above shall serve for a term of five (5) years, and a fraction thereof; the Second Trustee for a term of four (4) years and a fraction thereof; and the Third Trustee for a term of three (3) years and a fraction thereof. After the expiration of said terms all Trustees elected as provided for herein, shall serve for terms of three (3) years.

Following the annual meeting of the lotowners of lots improved with single family residences and of the lotowners of lots improved with multiple family apartment buildings, as herein provided for, the Trustees shall designate one of their members to serve as Chairman, one member to serve as Secretary, and one member to serve as Treasurer of the Board of Trustees until time of the next following annual meeting. There shall be an annual meeting of said lot owners to be held on the second Saturday of January of each year during the term of this instrument, to be held at a convenient place in St. Louis County, Missouri, and there may be special meetings of said lot owners as may be called by any one member of the aforementioned Board of Trustees, also to be held at a convenient place in St. Louis County, Missouri. Ten (10) days notice in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by the Board of Trustees or by the Trustee calling said meeting by (1) delivering a copy to each such owner, or (2) by delivering a copy to such owner's agent or to any person over the age of fifteen (15) years found in charge of the respective lot of such owner, or (3) by mailing the same by U. S. Mail, postage prepaid, to such owner's last known address, or (4) by posting such notice upon any conspicuous place upon the lot (or upon the improvement thereon situated) of such owner located in the Site. The person or persons receiving the highest number of votes shall be deemed elected and shall upon his or their acceptance in writing at once and by force of this Indenture imposed succeed to be vested with and possess and enjoy as a joint tenant and not as a tenant in common with the remaining Trustee or Trustees, all the estate, rights, interest, privileges and powers, by this Indenture granted to his or their predecessor. Whenever any vote for any purpose is required under this Indenture the record owner or owners of each residential lot shall be entitled to one (1) vote in the aggregate, and the record owner or owners of each lot improved with a multiple family apartment building shall be entitled to one vote per family unit contained in each such building. Any vote may be cast either in person or by proxy. Any lot owner who has failed to pay any assessments due and payable at the time any such vote is required shall not be entitled to vote at any annual or special meeting, as provided for above. In the event any Trustee named herein, or his respective Successor, shall die or cease to reside in either the City or county of St. Louis, or resign, or become incompetent or unable for whatever reason to discharge the duties or avail himself of or exercise the rights and powers herein granted, or bestowed upon him or them as Trustees under this Indenture, then and thereupon it shall be the duty of the survivor or remaining Trustees to select a Successor to fill the unexpired term of such Trustee, provided, however that so long as the note secured by Deed of Trust recorded in Book 4648 at Page 130 of the St. Louis County Records remains unpaid, the holder of such Deed of Trust and note secured thereby, shall have the right to designate such Successor or Successors, anything to the contrary herein notwithstanding. Any business relevant or pertinent to the affairs of Site may be and

shall be transacted at any annual or special meeting. "Robert's Rules of Order" shall govern proceedings at all meetings of lot owners or the Board of Trustees hereunder. All actions of lot owners and of the Board of Trustees at annual or special meetings, shall, unless otherwise herein provided, be by a majority of votes cast at such meetings. A majority of the lot owners or Board of Trustees, respectively, shall constitute a quorum at the respective meetings of each.

ARTICLE II (A)

The Trustees shall keep said roads, circles, parking areas, walks, and Park Area open at all times for the use and benefit of the owner or owners, of the various apartment buildings and residences now constructed or hereafter constructed upon Site and for the use and benefit of the Lessees, Tenants, licensees and invitees of the owners of said apartment buildings and for the use and benefit of the owners of said residences and for the benefit of their 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 such roads, circles, walks, parking areas, and Park Area 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. 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.

Sec. 2.02. 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 Park Area, provided that the use thereof shall be subject to general rules and regulations hereafter established or prescribed by the Trustees.

Sec. 2.03. 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 recreation 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 Site or any part or subdivision thereof as appurtenances thereto, and said Site and every part thereof are to forever 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 by 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; 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 areas, Park Area 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 Park Area; 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 Park Area, 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, repair and operate swimming pools, recreation buildings, and other recreation facilities in the Park Area, and the right to construct, reconstruct, maintain and operate upon any part of the Park Area, lakes, planting islands, waterfalls, bridges, fences, sculptures, landscaping improvements of any type, character, or description, and golf courses or 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; if the Trustees have made assessment for improvements and they fail to commence the work within six (6) months from the time when the whole of such assessment has been paid in, then upon petition of Owner, or any proceeding which may be brought by Owner, and after due notice to the Trustees, the Circuit Court of the County of St. Louis shall have jurisdiction to order Trustees to act.

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 areas, walks, common areas, and Park Area, or any of them, or the easement strips shown on plat, or those hereafter established on Site, and erect and maintain overhead or 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, places, parking areas, walks, common areas, and Park Area, and clean the 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 this Indenture 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 Park Area, including the collection, removal, carrying away and disposal of garbage, rubbish and ashes from the said roads, places, circles, walks, common areas, and Park Area, 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 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, Park Area, 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 Park Area, and may install and keep in operation and repair any facilities constituting a part of the common area or Park Area, 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 Park Area, 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 Park Area, 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 Park Area, 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 of those in the said Site and shall not be conveyed or granted as to any storm sewer or gas pipe or any other pipe or conduit, unless the capacity of the sewer or pipe or conduit to be affected shall be ample to accommodate the rightful use thereof by those in the Site and such additional use.

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 posted 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 of 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 the 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, Park Area, 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 to 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 Park Area, or any part thereof in said Site. Whenever

any road, place, walk, avenue, circle, parking area, common area, or Park Area, 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, Park Area, 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, walks, avenues, circles, parking areas, easement strips, common areas, Park Area, or any part thereof taken in condemnation proceedings, the amount so received shall be applied to the payment pro rata of any 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, Park Area 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, Park Area 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, where in the opinion, judgment, and discretion of the Trustees, such encroachment or vacation 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 reasonable 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, 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 Park Area, 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 any apartment buildings and 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 Park Area.

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

Sec. 3.124. The right to abandon the use of Park Area or any part thereof for golf course purposes, and to provide for the use of such abandoned golf course area as an open park or other recreational facility, if, in the sole judgment of Trustees, the continued operation of a golf course in and upon Park Area becomes economically unfeasible.

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

Sec. 3.126. The right to lease to any person or persons the Park Area, or any part thereof, upon such terms and conditions 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 Park Area 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 Park Area.

Sec. 3.128. The right to render, from time to time, other land adjacent to and contiguous with Site, subject to and subservient to this Agreement and Indenture, by appropriate legend on a plat of the land intended to be made subject to this Agreement and Indenture, or by filing an appropriate other instrument of record effective to make such land subject to this Agreement and Indenture.

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 this Indenture (other than the special assessments referred to in Section 3.16 of this Article III), the Trustees are hereby empowered to collect each year from and after the date of this Indenture, from the owners of any apartment buildings and lots which may hereafter be constructed and 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 One Hundred Twenty Five Dollars (\$125.00) per year per Single Family Residential Lot, and in the case of lots improved with Multiple Family Buildings, the sum of Ninety Five Dollars (\$95.00) per family unit constructed in each Multiple Family Building.

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 Park Area, 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 installment or installments as called for by the Trustee) as such lot, in the case of owners of single family residence lots, bears to the sum of all single family residence lots and multiple family units then located in the Site, and in the case of owners of lots improved with multiple family units, such proportion of said annual amount as the number of multiple family units located on a lot bears to the sum of all single family residence lots and of all multiple family units constructed and located upon 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 Park Area, and the costs of operating, repairing, and maintaining, including the reconstruction, if necessary, of any common area, parking area, Park Area, roads, places, avenues, circles, walks, and improvements located thereon, herein conveyed to 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, or any of them, in their character as Trustees, 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 and 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 all the owners of all the apartment buildings and against such apartment buildings, and 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 constructing and reconstructing roads, roads, places, avenues, circles, walks, parking areas, common areas, and Park Area, and of operating and maintaining any common area, Park Area, 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 three (3) 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, or insurance company, otherwise the lien of such assessment to be senior to that of any encumbrance recorded after the date of this Indenture, and provided, second, that no special assessment shall become effective until approved by two-thirds (2/3) vote of the record owners of any lot now subject and hereafter made 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 their 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 apartment building, or 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 three (3) 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, or insurance company, 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 apartment building or residence building, and owner's property and any improvements thereon, and all persons acquiring any interest in said apartment buildings or 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 this Indenture. In case said annual assessment or the amount of any installment thereof, or any special assessment, is 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 hand of any attorney for collection, the fee of such attorney shall be paid by the apartment building owner or owners, (or residence building owner or owners, as the case may be), in default 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 within three (3) years of the date of this Indenture, and held by a savings and loan association, bank, or insurance company) on the apartment building or buildings, 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 apartment building or buildings and lots, and 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 apartment building, property, and lot, and 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 this Indenture 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 of course 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 or apartment buildings and lots appurtenant thereto, 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 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.

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.

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 apartment building or 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 apartment in the site.

Sec. 4.06. No pigeons, poultry, cattle, hogs, rabbits, or other animals excepting one dog per single family residence, if

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such dog be confined in an enclosed area, may be kept upon any part of the Site except on written permission of the Trustees, who shall, in their sole discretion, have the right to grant such permission, subject to revocation at any time at the pleasure of said Trustees. No clothes shall be hung on any line or other device outside of any dwelling.

Sec. 4.07. Each of the covenants and restrictions in this Article IV shall run with the land, and shall attach to and run with the Site, and with any lot hereafter created upon and out of said Site, and to and with all titles, interest, encumbrances and estates in the same, and shall be binding upon every owner or occupant of any part of the Site as fully as if expressly contained in proper and obligatory covenants or conditions in each contract or conveyance of or concerning the site 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.

ARTICLE V

(Amendment and Modification)

Anything in this Indenture to the contrary notwithstanding, the record owners of lots now platted of record and of those lots which may hereafter be platted of record and a part of Site, and the record owners of those lots or tracts (whether platted of record or not) in Site now or hereafter improved with multiple family apartment buildings now subject to or hereafter made subject to these Restrictions may, by two-thirds (2/3) vote of said owners, amend, modify, remove, or release, in whole or in part, any of the restrictions herein created or may impose new and additional restrictions, which shall be applicable to site provided: First, that no such amendment, modification, release (whether in whole or in part) or imposition of additional restrictions, shall become effective until an appropriate instrument executed and acknowledged by those persons approving same, shall be duly recorded in the St. Louis County Recorder's Office; and Second, that whenever any vote is required hereunder, the record owner or owners of each single family residence lot shall be entitled one (1) vote and the record owners of any apartment building located on Site shall be entitled to one (1) vote for each family unit contained in any such apartment building.

Anything in this Indenture to the contrary, notwithstanding, the record owners of the fee simple title of at least two-thirds (2/3) of the lots 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 apartment buildings and lots on the Site.

Owner also reserves the right for a period of five (5) 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 any person or persons claiming by, through and under Owner, except that the consent of the holder of Deed of Trust recorded in Book 4648 at Page 140, shall be required if the indebtedness secured thereby shall not have then been fully paid. Trustees herein are authorized to accept from Owner in the future additional roads, places, avenues, circles, walks, parking areas, common areas, and Park Area, 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.

ARTICLE VI

(Removal of Trustees)

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 percent (10%) of the number of residential lots and multiple family units 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 herein 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

(Park Area)

Anything in this Indenture to the contrary notwithstanding, Park Area described in Exhibit A hereto is subject to modification insofar as exact metes and bounds description thereof is concerned, and as lots shown on said Exhibit A are platted of record, Plat of said lots, in the event of encroachment on Park Area shown on Exhibit A, shall be controlling and shall be deemed, to the extent of encroachment, if any, to modify and limit description of Park Area, shown on Exhibit A. Likewise when, if and as multiple area, next adjacent to any part

of Park Area, shown on Site, is improved with multiple family apartments, metes and bounds description of that part of Site as may hereafter be designated for said multiple area, shall, in event of encroachment on Park Area, be deemed, to the extent of encroachment, if any, to modify, and limit description of Park Area shown on Exhibit A. The general development plan of Site shown in Exhibit A shall be substantially followed, it being the intention hereof to make provision for such variances as may, upon final engineering plans and surveys, become apparent.

ARTICLE VIII

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 IX

Recapture of Costs by Owner

Except for the initial cost of constructing golf course on Park Area, owner reserves the right to any funds derived from assessments hereunder, but unexpended in any calendar year for ordinary and necessary operating expenses, repairs, and replacements authorized under this indenture in order to recoup construction costs, if any, incurred by owner for the construction of any common recreation facility on Park Area; owner may assign the right to any such unexpended funds. Trustees are hereby authorized to mortgage any such recreation facilities in order to secure to Owner the repayment of cost of construction thereof, provided that Trustees liability shall in all events be limited in any calendar year, to the payment of those unexpended funds referred to in this Article.

ARTICLE X

Fee Fee Trunk Sewer, Inc., Sewer Service

For the purpose of maintaining, repairing, and servicing the sanitary sewer system in the above described platted property, owner has heretofore executed a certain written contract with Fee Fee Trunk Sewer, Inc., a Missouri corporation, and private sewer company, which contract provides, inter-alia, that each of the single family residential lots and each lot upon which a multiple family structure may be erected, in the aforesaid Site shall be assessed with a yearly charge payable to Fee Fee Trunk Sewer, Inc., its successors and assigns, in consideration for which said Fee Fee Trunk Sewer, Inc., for itself and its successors and assigns, has agreed, inter-alia, to operate said sewer system; pursuant to the aforesaid contract with Fee Fee Trunk Sewer, Inc. Owner, in consideration of the premises and for value received, and as a consideration and inducement to persons to purchase lots in the aforesaid subdivision, and for other good considerations,

hereby covenants for itself, its successors and assigns, and each and every person who may hereafter purchase, own, or otherwise acquire title to any of said lots in said Subdivision, agrees that all of their grantees, heirs, assigns, and legal representatives shall hold each and every lot created and established upon Site, subject to the following conditions and restrictions which are hereby made to run with the land and perpetual, and which are hereby impressed upon each and every lot now established, or which may hereafter be established upon Site:

(a) Owner agrees that the sanitary and/or storm sewer easements designated in any plat or plats of record subdividing Site or any part thereof, (or in any amended plat or subsequent plat thereof which may hereafter be filed for record), may at any time be used by Fee Fee Trunk Sewer, Inc., its successors and assigns for the purpose of construction, maintenance, servicing, and ownership of the private sanitary sewer system and does hereby set over said easements to the Fee Fee Trunk Sewer, Inc. for said purpose. In order to provide funds to construct, reconstruct, repair and maintain the said sanitary sewer system and provide the necessary facilities as herein set forth for disposal of sanitary sewage, the said Fee Fee Trunk Sewer, Inc. shall have the right to charge, assess, levy, and collect from each of the lot owners on said Site (whether said lot be established by plat, or by metes and bounds description), a sum sufficient for all such purposes, provided that the total assessment or levy shall be computed as follows:

There is hereby assessed an annual assessment of Twenty-Four Dollars (\$24.00) per year for each single family dwelling and Forty-Eight Dollars (\$48.00) per year for each two (2) family dwelling or Twenty-Four Dollars (\$24.00) per year for each living unit in any multiple dwelling and building which may be connected to said sanitary sewer system to compensate Fee Fee Trunk Sewer, Inc., for its services to be rendered and the cost and expense of maintaining and repairing the sewer system. Fee Fee Trunk Sewer, Inc. shall have the right to increase the above charges in the event of increased cost of operation due to the increased cost of living, but said increase shall be governed by Consumers Price Index of the Bureau of Labor Statistics published by the United States Department of Labor; on the base period of 1947 to 1949 equaling 100, and said cost of living increase as of January, 1959, being 123.8; therefore, for each 12.38 rise in cost of living, Fee Fee Trunk Sewer, Inc. will be entitled to increase its monthly rates ten per cent (10%), and said cost of living increase shall be reduced and finally eliminated if the cost of living as increased is decreased; providing, however, that the assessment of Two Dollars (\$2.00) per month shall be the minimum charge.

(b) Fee Fee Trunk Sewer, Inc. is empowered hereby to collect the payments above mentioned directly from the owners of the property and such owners are to be directed to make all payments for the annual charge for maintenance, operation and repairs of the sanitary sewage disposal system directly to Fee Fee Trunk Sewer, Inc. All payments

provided herein shall be payable in advance and shall be payable annually on or before January 1st of each year. If payment is not made within fifteen (15) days after said payment shall become due and payable, Fee Fee Trunk Sewer, Inc. may file with the Recorder of Deeds of St. Louis County, Missouri, the name of the party holding legal title to the premises on which payment is delinquent, the address of said person, the legal description of the property, the amount due at the date of filing; and the delinquent owner shall pay all costs of filing, recording, attorney fees, principal and interest at the rate of eight per cent (8%) per annum from due date to the date of payment and cost of releasing. Upon filing of the above notice of delinquency by Fee Fee Trunk Sewer, Inc., the amount due and costs thereon shall become a first lien upon said property. In addition to a lien being placed upon the property as above set out by reason of non-payment of the charges for sanitary sewer service if payment is overdue for a period of six (6) months or more, said service shall be discontinued until all delinquent payments have been made, including all costs incurred in disconnecting and reconnecting said service.

(c) No roof drainage, garage drainage, downspout, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline or other objectionable material shall be placed, drained, emptied into or connected to the sanitary sewer line. Fee Fee Trunk Sewer, Inc. shall have authority to and is directed to eliminate all objectionable materials, roof drainage, garage drainage, downspout and all surface or storm drainage, chemicals, chemical solutions, oil, gasoline or other objectionable material from the sanitary sewer line and disposal plant. Violation of this provision shall give Fee Fee Trunk Sewer, Inc. a right to discontinue sanitary sewer service to the offending party. The right to enter on any lot for the purpose of inspecting for possible violation of this provision and discontinuation of service in case of violation is hereby granted to Fee Fee Trunk Sewer, Inc. No septic tanks or other means of disposing of sanitary sewage excepting the service operated by Fee Fee Trunk Sewer, Inc. shall be permitted on any property herein. Charges for the sanitary sewer service as above provided shall begin from the date of initial occupancy of any single family residence or unit therein and shall continue to run with the land thereafter.

(d) Before above described tract of land is or may be connected for sanitary drainage into the sanitary sewer system owned by Fee Fee Trunk Sewer, Inc., Owner of said tract of land, its successors or assigns, will execute an instrument or instruments assented to by the holders of any form of lien which may now or hereafter exist against any of the said property connected or to be connected to the sewers owned by Fee Fee Trunk Sewer, Inc., which instrument or instruments delivered to and duly recorded by Fee Fee Trunk Sewer, Inc., in the office of the Recorder of Deeds for St. Louis County, Missouri, shall provide (1) that all such sanitary sewer charges shall be and constitute a prior lien upon said property and (2) that such instrument shall be in the nature of covenants running with the land.

(e) Said tract of land is subject to the condition that the drainage and disposal of all sanitary sewage must be accomplished by and through the use of the sanitary sewer system operated and maintained by the Fee Fee Trunk Sewer, Inc., and to the further condition

that the use of septic tanks is prohibited.

(f) If a municipal corporation or any governmental agency during the term of this Agreement or any extension or renewal thereof, and in lieu of Fee Fee Trunk Sewer, Inc., its successors or assigns, takes over the operation of the sanitary sewer system within the site or the trunk line closed sewer owned by Fee Fee Trunk Sewer, Inc., and assumes the cost of maintaining the same, then such municipal or other governmental corporation or governmental agency shall assume all duties and obligations imposed upon Fee Fee Trunk Sewer, Inc., under the terms and conditions of this Agreement, and shall be subrogated to and acquire all the rights and privileges which Fee Fee Trunk Sewer, Inc. now has or may hereby acquire under and by virtue of this Agreement and specifically, but not in limitation thereof, all rights and powers incident to the assessment and collection of the annual sewer maintenance charges as here above provided, and the Fee Fee Trunk Sewer, Inc. shall be relieved of all obligations to maintain said sanitary sewer system.

(g) The limit of One Hundred and Twenty-Five Dollars (\$125.00) per year and Ninety-Five Dollars (\$95.00) per year, on assessments against single family residential lots and lots improved with multiple family buildings, respectively, described in Article III shall not apply to any assessment made under the provisions of this Article X, provided that no assessments by Fee Fee Trunk Sewer, Inc. shall be made or valid unless made pursuant and subject to all the provisions of said Article X.

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.



[Signature]
Secretary

NEW FOUR SEASONS, INC.

By *[Signature]*
Its President and Agent

[Signature]
Trustee (Gerald Iken)

[Signature]
Trustee (Sidney Kandell)

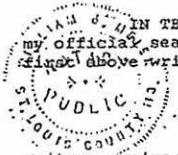
[Signature]
Trustee (Al Kandell)

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

On this 8th day of May, 1962, before me personally appeared GERALD IKEN and SIDNEY KANDEL and AL KANDEL to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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



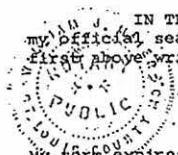
My term expires Jan 27 1965

William J. Moore
NOTARY PUBLIC

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

On this 8th day of May, 1962, before me personally appeared SIDNEY KANDEL, to me known personally, who being by me duly sworn, did say that he is the President of NEW FOUR SEASONS, INC., a corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said SIDNEY KANDEL 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.



My term expires Jan 27 1965

William J. Moore
NOTARY PUBLIC