

INDENTURES OF TRUST

AFFIDAVIT

THIS AFFIDAVIT, made and entered into this 8th day of August, 1980, by GEORGE H. MUSTERMAN, INC., a Missouri corporation, hereinafter referred to as "Developer." STATE OF MISSOURI)
COUNTY OF ST. LOUIS)
RECORDS & CLERK)
1980 AUG 11 PM 4:37

WITNESSETH, THAT: **384**

WHEREAS, Developer is the developer of a Planned Environment Unit Development in St. Louis County as approved by the St. Louis County Ordinance Number 9265, 1979 recorded in Book 7246, Page 295 of the St. Louis County Records; and *John E. Franke*
RECORDER OF DEEDS

WHEREAS, Developer has caused to be prepared and approved by the St. Louis County Council the Final Development Plan for said Planned Environment Unit Development, which said Plan was recorded on the 28th day of April, 1980 in Plat Book 199, Pages 80 and 81 of the St. Louis County Records; and

WHEREAS, while certain lake areas and a recreational vehicle storage area are designated on said Plan, said areas are not designated as common ground to the Planned Environment Unit Development; and

WHEREAS, it is the desire and intention of Developer that said areas be common ground of the Planned Environment Unit Development.

NOW, THEREFORE, in consideration of the premises, Developer does hereby declare the lake areas and vehicle storage area as designated on the Final Development Plan recorded in Plat Book 199, Pages 80 and 81 of the St. Louis County Records to be common ground of the Planned Environment Unit Development as approved by St. Louis County Ordinance Number 9265, 1979, recorded in Book 7246, Page 295 of the St. Louis County Records.

IN WITNESS WHEREOF, Developer has executed this Affidavit on the day and year first above written.

ATTEST:

Betty J. McNeill
Secretary
Betty J McNeill

GEORGE H. MUSTERMAN, INC.

By: *George H. Musterman*
George H. Musterman
President

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

On this 8th day of August, 1980, before me appeared GEORGE H. MUSTERMAN, to me personally known, who, being by me duly sworn, did say that he is the President of GEORGE H. MUSTERMAN, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said GEORGE H. MUSTERMAN 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.

Harold A. Tzberg
Notary Public

My commission expires:
Sept. 26, 1982

HAROLD A. TZBERG
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES SEPT. 26, 1982
HABED DEU MISSOURI NOTARY PUBLIC

ALP
INDENTURE OF TRUST AND RESTRICTIONS
FOR
AUTUMN LAKES, ST. LOUIS COUNTY, MISSOURI

4700
[Signature]

THIS INDENTURE, made and entered into this 11th day
of August, 1980, by and between GEORGE H. MUSTERMAN,
INC., a Missouri corporation, and WESTWOOD DEVELOPMENT CO.,
a Missouri corporation, hereinafter collectively referred to as
"First Party," and GEORGE H. MUSTERMAN, GEORGE W. WORKMAN and
FRED VESPER, all of St. Louis County, Missouri, hereinafter re-
ferred to as "Trustees;"

STATE OF MISSOURI
COUNTY OF ST. LOUIS
RECORDED RECORD

387

1980 AUG 11 PM 4:37

WITNESSETH, THAT:

WHEREAS, George H. Musterman, Inc. is the owner in fee
simple of a certain tract of real property situated in the
County of St. Louis, State of Missouri, being more particularly
described on Exhibit "A" attached hereto and by this reference
made a part hereof; and

E. J. F. Duke
RECORDER OF DEEDS

WHEREAS, Westwood Development Co. is the owner in fee
simple of a certain tract of real property situated in the
County of St. Louis, State of Missouri, being more particularly
described on Exhibit "B" attached hereto and by this reference
made a part hereof; and

WHEREAS, it is the desire and intention of George H. Muster-
man, Inc. and Westwood Development Co. to develop the afore-
said real property under a common scheme; and

WHEREAS, the St. Louis County Council, by Ordinance No.
9265, 1979 approved the development plan for Autumn Lakes, as de-
scribed therein, in accordance with the Planned Environmental De-
velopment Ordinance Section No. 1003.187 S.L.C.R.O. so that
the various plats or portions of said tract may now be approved
and recorded; and

WHEREAS, George H. Musterman, Inc. recorded the Road Dedic-
ation and Easement Plat of Autumn Lakes Plat 1, Sections 1 and 2 on
the 11TH day of AUGUST, 1980, as Daily No. 385, in the
St. Louis County Recorder of Deeds Office; and

WHEREAS, George H. Musterman, Inc., recorded the record plat of
Autumn Lakes Plat 1, Section 1, Recreation Area, on this the 11TH
day of AUGUST, 1980, as Daily No. 386 in the St. Louis County Re-
corder's Office pursuant to and in conformity with the aforesaid ordi-
nance, and First Party contemplates that the remainder of the property

will also be subdivided and developed in plats thereof known as Autumn Lakes Plat Two, and possibly other consecutive numbers will be recorded pursuant to and in conformity with the aforesaid Ordinance; and

WHEREAS, common land for park and recreational areas has been reserved in Autumn Lakes; and

WHEREAS, there has been and will be designated, established and recited on the various recorded plats of Autumn Lakes certain streets, common land and easements which are for the exclusive use and benefit of the residents of Autumn Lakes, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of Autumn Lakes; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of said land described herein, including all common land, and mutually to benefit, guard and restrict future residents of Autumn Lakes, and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, and all of which are sometimes hereafter termed "restrictions," are jointly and severally for the benefit of all persons who may purchase, hold or reside upon any of the living units covered by this instrument; and

WHEREAS, First Party, by deed simultaneously herewith, has conveyed to Autumn Lakes Association, a Missouri not-for-profit corporation, and has established as common land the property described therein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto COVENANT and AGREE

to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots or units in Autumn Lakes, all as described as follows:

I

DEFINITIONS

1. "Association shall mean and refer to Autumn Lakes Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit or lot which is a part of the properties, including contract sellers, but excluding those having such interests as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property included in the final development plan of Autumn Lakes, according to the plat thereof recorded in Book 199 Pages 80 and 81 of the Office of the Recorder of Deeds, St. Louis County, Missouri.
4. "Common Area" shall mean and refer to all real property held by Autumn Lakes Association for the common use and enjoyment of the owners, which shall include all streets, roads, lanes, paths, parkways, common property and easements therefor, and also easements for public utilities, storm water and sanitary sewers and drainage facilities contained in said "Properties."
5. "Unit" shall mean and refer to townhomes as hereinafter defined.
6. "Building" shall mean and refer to an entire building in which are located two (2) or more units each intended for independent residential use, located on the property.
7. "Townhome" shall mean and refer to that portion of a building on the property, consisting of one (1) or more floors or a part or parts thereof measured to the inner surfaces of the exterior walls, the center line of common walls dividing townhomes and the inner surfaces or floors and ceilings dividing townhomes, including

~~All windows~~, exterior doors, balcony, if any, patio, if any, designed and intended as an independent living unit, adjoining patio, courtyard and parking space or spaces (open or enclosed) or garage. Each such townhome shall be designated in plans, deeds, plats and other documents by building number and letter.

8. "Lot" shall mean and refer to a single family residential lot as shown on the final development plan and/or on any recorded subdivision plat of all or a portion of the property.

9. "Person" shall mean and refer to a natural person, partnership, corporation, or other legal entity capable of holding title to real property.

10. "Unit Owner" and/or "Lot Owner" shall mean and refer to the person or persons, individually or collectively, having fee simple ownership of a townhome or lot.

II

DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as all plats of Autumn Lakes may be vacated by the County of St. Louis or its successors provided, however, should First Party develop a portion of the properties as a condominium or condominiums, those properties covered hereby which are submitted to the provisions of the Condominium Property Act of the State of Missouri, as contained in Chapter 448, V.A.M.S., shall be automatically removed from the scope of this Indenture and governed by the Declaration of Submission, provided, further, that said Declaration shall have first been approved by the Director of Planning of St. Louis County, Missouri.

DURATION OF RESTRICTIONS

The Indenture of Restrictions created herein shall continue under the provisions of Article VII (1) hereinafter set forth.

III

RESERVATION OF EXPENDITURES

First Party reserves the right to receive and retain any money considerations which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees,

consultation fees, or fees, charges and expenses incurred with respect to the creation of Autumn Lakes.

IV

DESIGNATION AND SELECTION OF TRUSTEES
AND
MEETINGS OF LOT OWNERS

The Trustees shall be George H. Musterman, George W. Workman and Fred Vesper, designated herein as Trustees, who, by their signatures to this Instrument, do hereby consent to serve in such capacity for terms which shall expire at such time as First Party shall no longer own at least one unit or lot in any of the plats of Autumn Lakes. Whenever any Trustee resigns, refuses to act, becomes disabled, or dies, the remaining Trustees or Trustee shall have the power to appoint a successor or successors for the unexpired portions of their terms by duly written, recorded Instrument. Any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustees, or Trustee. Any successor so appointed must, however, be a lot or unit owner in a plat of Autumn Lakes, or officer or agent of a corporate owner, and if such unit owner sells his or her unit, then his or her successor shall be appointed in the same manner by the remaining Trustee or Trustees.

At such time as fifty percent (50%) of the total of all units and lots in all of the plats of Autumn Lakes have been sold, First Party shall cause the resignation of one (1) of the original Trustees, and a new Trustee shall be chosen by the then unit and lot owners. At such time as ninety-five percent (95%) of the total of all units and lots in all of the plats of Autumn Lakes have been sold, First Party shall cause the resignation of a second Trustee, and a new Trustee shall be chosen by the then unit and lot owners. At such time as all units and lots in all of the plats of Autumn Lakes have been sold, the term of all of the Trustees then serving hereunder, whether original Trustees or selected as hereinabove provided, shall terminate, the number of Trustees hereunder shall decrease to two (2), and the then unit and lot owners shall select two (2) Trustees. Of the two

(2) selected, one (1) shall serve for one (1) year and one (1) shall serve for two (2) years, in order to obtain continuity of Trusteeship; thereafter, all Trustees shall be elected for terms of three (3) years each. All such elections shall be by unit and lot owners, upon notice signed by the Trustees then in office, or should there be no such Trustees, then by three (3) such unit or lot owners, sent by mail to or personally served upon all record unit and lot owners at least ten (10) days prior to the date set for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and place of meeting which shall be in St. Louis County. At such meeting or at any adjournment thereof, the majority of the record owners attending such meeting in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, unit and lot owners, whether attending in person or by proxy, shall be entitled to one vote for each unit or lot owned. The result of such election shall be certified by the persons elected as Chairman and Secretary at such meeting, and their certification shall be acknowledged and recorded. A majority of the unit and lot owners shall constitute a quorum for the purpose of electing Trustees or for the purpose of any other business coming before a meeting. Should an elected Trustee resign, refuse to act, become disabled or die, the remaining Trustees shall appoint a unit or lot owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting.

V

TRUSTEES' DUTIES AND POWERS

First Party hereby invests Trustees and their successors with the rights, powers and authorities described in this Instrument, and with the following rights, powers and authorities:

1. To contract and agree with Autumn Lakes Association for use of a swimming pool, tennis courts, recreational buildings and/or other recreational facilities and common areas by owners and occupants of units and lots in Autumn Lakes, paying to the

Association such sums from the Maintenance Fund that the Board deems necessary for maintenance and operation of such facilities. It shall be proper for the Association, in addition to sums paid by the Board or assessments collected as hereinafter provided, to charge owners and/or occupants of units and lots such other fees as are required to properly pay the expenses of operation of such facilities.

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

3. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings or swimming pools proposed for construction and erection on said properties, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, or other structures may be erected or structurally altered on any said properties unless there shall be first had the written approval of the Trustees to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools, accessory buildings and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

4. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, or other structure on any of said properties in order to provide that upon completion of the

project, all debris shall be removed from the site and from adjacent properties and that any and all damages to subdivision improvements shall be repaired.

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

6. In the event the Trustees deadlock on an issue and cannot reach an agreement, then such issue shall be decided by a board of three additional lot or unit owners, with each Trustee selecting one such additional owner and with the two so selected selecting the third additional owner.

7. At such time as the number of Trustees hereunder is decreased to two (2), said Trustees shall serve as two (2) of the five (5) directors of Autumn Lakes Association, a not-for-profit corporation of the State of Missouri.

VI

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered, and granted the right to make assessments upon and against the lots and units in Autumn Lakes for the purposes herein stated, at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. (a) Until January 1st of the year immediately following the conveyance of the first unit or lot to an owner, the Trustees and their successors in office are authorized to make uniform annual assessments in such an amount as they deem necessary and appropriate for the purposes herein stated per lot or unit upon and against each lot or unit in Autumn Lakes which has been constructed and sold either by First Party or by any other builder. From and after January 1st of the year immediately following the conveyance of the first lot or unit to an owner, the Trustees and their successors in office are authorized to make uniform annual assessments

against each lot and unit in Autumn Lakes which has been constructed and sold either by First Party or any other builder in an amount equal to the greater of (1) the aforesaid assessment or (2) a sum equal to the aforesaid assessment multiplied by a fraction, the numerator of which shall be the Consumer Price Index (United States City Average, All Items, All Urban Consumers 1967 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for November of the year prior to the then current assessment year and the denominator of which shall be the Consumer Price Index for November of the year prior to the year in which the first conveyance to an owner occurs. If the Bureau of Labor Statistics changes the form or basis for calculating the Consumer Price Index, the Trustees shall request the Bureau to make available a monthly Consumer Price Index in its present form, and calculated on the same basis as the Index in use as of the date hereof; if the same shall not be available in any event, the Trustees shall derive a substitute, which will, as nearly as practicable, reflect the same information on the same basis as the existing Consumer Price Index. Said assessment is authorized for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the further purpose of enabling the Trustees to defend and enforce restrictions, to perform or execute powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents of Autumn Lakes. Each annual assessment shall be levied prior to January 31st in the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner and deposited in the United States mail with postage prepaid, or by the posting of a notice of the assessment upon the residence against which it applies by said January 31st. Each annual assessment shall be due on March 1st following and shall become delinquent if not paid by April 1st. In the event that, at any time during the year, the Trustees shall determine its annual assessment is insufficient to meet current operating expenses, the Trustees may revise the budget

for the balance of the year to such an amount as is actually necessary to meet current operating expenses; and, in such event, the Trustees shall, within fifteen (15) days of the revision, notify the then unit or lot owners, in writing, as to the amount of the revised budget with the particulars therein itemized. The cash requirements shall then be uniformly assessed against each unit and lot owner, irrespective of the aforesaid maximum annual assessment, with notice being given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

(b) In addition to the foregoing authority to make a uniform annual assessment for the purpose of carrying out their general duties and powers, the Autumn Lakes Association or the Trustees should such Association assess them on behalf of the lot or unit owners, may levy a uniform annual assessment against each unit and lot for maintenance and operation of the recreational facilities, swimming pool and tennis court, PROVIDED, HOWEVER, that no such assessment shall be levied until the facilities, swimming pool and tennis court have been completed, and no part of such assessment shall be expended in payment for the original construction. The limit on annual assessments for general purposes set forth in 1(a) above shall not apply to any assessment made under this paragraph.

(c) If at any time the Trustees consider it necessary to make any extraordinary expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then owners of lots and units. If such assessment is approved, either at a meeting of the owners called by the Trustees by fifty-five percent (55%) of the votes cast in person and by proxy, or on written consent of fifty-five percent (55%) of the total votes, the Trustees shall notify all owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required fifty-five percent (55%) majority, each owner shall be entitled to one (1) full vote, except that

only those who have paid all assessments theretofore made shall be entitled to vote on any question. The limit of the annual assessments for general purposes as set forth in 1. (a) above shall not apply to any assessment made under the provisions of this paragraph. Notice of such special assessment shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

(d) Should a lot or unit become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such residence shall be charged with a portion of the assessment prorated for the balance of that year.

2. All assessments shall bear interest at the then highest rate legally chargeable from the date of delinquency and such assessment, together with interest, shall constitute a lien, upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. If an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessments shall not have priority over existing mortgages or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall, at the expense of such owner, release said lien.

3. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

4. The Trustees are authorized and empowered to procure such insurance, including, but not limited to, public liability and property damage, as they may deem necessary and proper.

5. 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 and for such purposes shall not be limited to the maximum assessment provided herein.

VII

INDENTURE OF RESTRICTIONS

First Party being the owners of the real estate described on Exhibits A and B hereto, by this Indenture impose upon all lots and units in Autumn Lakes the following restrictions and conditions, to-wit:

1. These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for continuing successive terms of ten (10) years each, unless an instrument, signed by the then owners of a majority of the lots and units in Autumn Lakes has been recorded, agreeing to change these covenants in whole or in part. Provided, however, should First Party develop all or any part of the properties as a condominium or condominiums and should all or any part of the properties covered hereby be submitted to the provisions of the Condominium Property Act of the State of Missouri as contained in Chapter 448, V.A.M.S., then these restrictions shall terminate as to those properties so submitted to the Condominium Property Act provided that the Declaration of Submission shall have first been approved by the Director of Planning for St. Louis County as aforesaid.

2. No unit or dwelling shall be erected nearer the front lot line, or side lot line if the lot is a corner lot, than the building line shown on the recorded plat unless a variance from the building line is granted by St. Louis County Board of Zoning Adjustment or its successor. For the purpose of

this covenant, eaves, steps and open porches shall not be considered as part of the building.

3. The Project shall consist of single family detached residences and townhomes. Each single family detached residence shall have a minimum of a two (2) car attached garage, a full basement, and a ground floor square foot area of not less than one thousand one hundred (1100) square feet in one story or split level residences, not less than Eight hundred (800) square feet in each story of residences of more than one story.

4. No residence shall be used directly or indirectly for business of any character other than home occupation as defined in the zoning ordinance of St. Louis County.

5. The Trustees shall have the power to approve or reject all plans and/or specifications for the construction, reconstruction, addition to, or alteration of any building, fence, wall or other structure of any kind, as well as plans and/or specifications for the location of the structure or structures on the properties and the grading and landscaping treatment. No work shall be started upon any of the above improvements until the plans and/or specifications for same have been submitted to and received the written approval of the Trustees. The Trustees shall have the right to refuse to approve any design which, in their opinion, is not suitable or desirable, taking into consideration the type of materials to be used, harmony of the structure or structures with the surroundings, the effect of the building or alteration therein as planned on the outlook from adjacent or neighboring property, and any and all other factors which in their opinion may affect the desirability and suitability of the subdivision as a residential area. The Trustees shall either approve or reject said plans and/or specifications within thirty (30) days after receipt thereof, and if the Trustees fail to act within said time, the plans and/or specifications shall be considered as approved.

6. No tent, shack, barn or other outbuilding shall be permitted in the subdivision except upon approval of the Board of Trustees, nor shall any basement or garage in the subdivision be

used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

8. No signs shall be erected or displayed in public view on any property EXCEPT THAT, any signs may be erected by First Party, their agents or builders, in the development of the subdivision. Should First Party not develop the entire property and should it convey portions thereof to other builders, the Trustees may grant such other builders or developers the right to place suitable signs thereon during construction and prior to initial sale of the residence being constructed.

9. No animals, livestock or poultry shall be raised, bred or kept on any unit or portion of the property, EXCEPT THAT, household pets, limited in numbers, may be kept provided they are not maintained for any commercial purposes. Should the Trustees determine that the keeping of a pet or pets in or about a residence is not in the best interest of the subdivision, then, and upon written notice of the Trustees, such pet shall be removed.

10. No lot or unit or portion of the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Boats, trailers and/or recreational type vehicles may not be stored outside of a garage without approval of the Trustees. Request for permission for such exterior storage shall be made in writing to the Trustees, and shall include details as to the method by which such equipment will be screened from view of other owners. In the event the Trustees fail

to approve or disapprove said request within thirty (30) days for submission, approval will not be required and this restriction shall be deemed to have been fully complied with.

12. No fences or screening shall be erected or maintained on any lot or unit or portion of the property between the building set-back lines and the street upon which that lot or unit fronts. Fences may be maintained on other portions of the property only with written consent of the Trustee as to locations, materials used and height of fence. The decision of the Trustees shall be conclusive.

13. No noxious or offensive activity shall be carried on on any lot or unit or portion of the property, nor shall anything be done thereon which may be or become a nuisance or annoyance.

14. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

15. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry islands, or median strips, without the written approval of the Department of Highways and Traffic.

16. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages therefor.

VIII

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture of Trust and Restrictions for Autumn Lakes:

1. The provisions herein may be amended, modified or changed from time to time by First Party so long as it owns a lot or unit in Autumn Lakes by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment so adopted prior to completion of the development shall be reviewed and approved by the Director of Planning for St. Louis County, Missouri. Thereafter, the provisions herein may be amended, modified or

change by the written consent of two-thirds (2/3rds) of all the owners of lots or units within Autumn Lakes, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri. No amendment, modification or change shall reduce or modify the obligations or right granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees.

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

3. Notwithstanding any provisions hereof to the contrary, at all times and from time to time prior to First Party's conveyance of all lots and units of Autumn Lakes to third parties, First Party and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags, and other sales devices or banners for the purpose of aiding the sale of lots and units in Autumn Lakes, and (ii) to maintain sales, business and construction offices in the units, buildings or within trailers in Autumn Lakes to facilitate the completion of construction of the buildings and improvements comprising this development and the sale of lots and units thereof. The construction of the buildings and improvements by First Party shall not be considered a nuisance and First Party hereby reserves the right and privilege for itself and its designated successors and assigns to conduct the activities enumerated in this paragraph until all lots and units in Autumn Lakes have been completed and conveyed to third parties who have purchased the same for residential purposes. Further, First Party is hereby granted the right to utilize and, if necessary, obstruct the streets of Autumn Lakes during the construction periods.

IN WITNESS WHEREOF, First Party has executed this Indenture this 11th day of August, 1980.

GEORGE H. MUSTERMAN, INC.

By: *George H. Musterman*
George H. Musterman, Inc.



ATTEST:

Betty J. McNeill
Secretary Betty J. McNeill

WESTWOOD DEVELOPMENT CO.

By: *George W. Workman*
George W. Workman, President

ATTEST:

George H. Musterman
Secretary George H. Musterman

George H. Musterman
George H. Musterman


George W. Workman
George W. Workman

Fred Vesper
Fred Vesper
Trustees

STATE OF MISSOURI 1
 1 SS
COUNTY OF ST. LOUIS 1

On this 11th day of August, 1980, before me personally appeared GEORGE H. MUSTERMAN, to me known, who, being by me duly sworn, did say that he is the President of GEORGE H. MUSTERMAN, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said GEORGE H. MUSTERMAN acknowledged said instrument to be the free act and deed of said corporation.

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




Notary Public
CHAS. D. JONES

My commission expires: JUNE 26, 1981

STATE OF MISSOURI 1
 1 SS
COUNTY OF ST. LOUIS 1

On this 11th day of August, 1980, before me personally appeared GEORGE W. WORKMAN, to me known, who, being by me duly sworn, did say that he is the President of WESTWOOD DEVELOPMENT CO., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said GEORGE W. WORKMAN acknowledged said instrument to be the free act and deed of said corporation.

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



Notary Public
CHAS. D. JONES

My commission expires:
JUNE 26, 1981

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

On this 11th day of August, 1980, before me personally appeared George H. Musterman, George W. Workman, and Fred Vesper 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, the day and year first above written.

My term expires: JUNE 26, 1981



Notary Public
Chas. D. Jones

A tract of land lying partly in ... and 729 and being part of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of "Parkwood Acres," a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948, in the St. Louis County records, and all of Lots 32, 34, 35, 36, 37, 38 and 39 and part of Lot 33 of "Parkwood Acres Plat Three," a subdivision according to the plat thereof recorded as Daily Number 125 on January 2, 1952, in the St. Louis County records, all in Township 46 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Northeast corner of "Colonial Manor Plat 5," a subdivision according to the plat thereof recorded as Daily Number 31 on June 1, 1965, in the St. Louis County records; said point being also a point on the West line of "Parkwood Acres Plat 2," a subdivision according to the plat thereof recorded as Daily Number 196 on September 6, 1949, in the St. Louis County records; thence Westwardly along the North line of "Colonial Manor Plat 5," "Colonial Manor Plat 2," and property now or formerly of Ira N. Merrel and wife as described in the deed recorded in Book 6754 page 1211 of the St. Louis County records North 89 degrees 53 minutes 30 seconds West 1573.59 feet to a point on the East line of Interstate Highway 270; thence Northwardly along said East line the following courses and distances: North 10 degrees 22 minutes East 118.36 feet, North 36 degrees 55 minutes 54 seconds East 111.80 feet, North 10 degrees 22 minutes East 800 feet, North 19 degrees 49 minutes 44 seconds East 121.66 feet, North 18 degrees 57 minutes 45 seconds East 434.89 feet, North 50 degrees 49 minutes 44 seconds East 223.44 feet, North 10 degrees 22 minutes East 150 feet, North 24 degrees 13 minutes 32 seconds West 176.14 feet and North 28 degrees 36 minutes 27 seconds East 132.25 feet to a point on the Southeast line of McKelvey Road; thence Northeastwardly along said Southeast line North 56 degrees 43 minutes 37 seconds East 65.59 feet to a point on the Southwest line of aforesaid Lot 5 of "Parkwood Acres"; thence Southeastwardly along said Southwest line South 37 degrees 59 minutes East 285.33 feet to a point; thence North 48 degrees 37 minutes 29 seconds East 189.71 feet to the Westernmost corner of "Bridgehill," a subdivision according to the plat thereof recorded as Daily Number 73 on November 7, 1962, in the St. Louis County records; thence along the boundary line of said "Bridgehill" South 41 degrees 23 minutes East 430.27

feet and North 48 degrees 37 minutes East 65.86 feet to a point; thence South 41 degrees 23 minutes 15 seconds East 531.59 feet to a point on the Southeast line of aforesaid Lot 11 of "Parkwood Acres"; thence Northeastwardly along the said Southeast line North 44 degrees 54 minutes 31 seconds East 145.48 feet to a point; thence South 48 degrees 15 minutes 53 seconds East 336.25 feet to a point on the Northwest line of aforesaid Lot 14 of "Parkwood Acres"; thence Northeastwardly along said Northwest line North 41 degrees 44 minutes 07 seconds East 133.76 feet to a point; thence South 48 degrees 13 minutes East 329 feet to a point on the Northwest line of the "Resubdivision of Part of Lot 16 of Parkwood Acres," a subdivision according to the plat thereof recorded as Daily Number 239 on May 19, 1960, in the St. Louis County records; thence Southwestwardly along said Northwest line South 41 degrees 41 minutes 15 seconds West 506.78 feet to a point on the North line of property now or formerly of Robert R. Rogers and wife as described in the deed recorded in Book 5792 page 584 of the St. Louis County records; thence along the boundary line of said Rogers property North 83 degrees 14 minutes 23 seconds West 47.40 feet, North 48 degrees 13 minutes West 230.52 feet and South 25 degrees 41 minutes 51 seconds West 444.49 feet to a point on the North line of Parkwood Court East, 50 feet wide; said point being also a point on the aforesaid West line of "Parkwood Acres Plat Two"; thence Southwardly along said West line South 3 degrees 44 minutes 56 seconds West 455.87 feet and South 0 degrees 14 minutes West 30.20 feet to the point of beginning and containing 64.590 acres. Less and excepting the property described on Exhibit B.

A tract of land being part of Lots 3, 4, and 5 of a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 in the St. Louis County Records in Township 46 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the intersection of the North line of property now or formerly of Ira N. Marrel and wife, as described in the deed recorded in Book 6754, page 1211 of the St. Louis County Records with the East line of Interstate Highway 270; thence Northwardly along the said East line of Interstate Highway 270 the following courses and distances: North 10 degrees 22 minutes East 118.36 feet to a point, North 36 degrees 55 minutes 54 seconds East 111.80 feet to a point, North 10 degrees 22 minutes East 800 feet to a point, North 19 degrees 49 minutes 44 seconds East 121.66 feet to a point, North 18 degrees 57 minutes 45 seconds East 434.89 feet to a point, and North 50 degrees 49 minutes 44 seconds East 223.44 feet to a point; thence leaving said East line North 83 degrees 25 minutes 46 seconds East 191.43 feet to the actual point of beginning; thence North 00 degrees 58 minutes 36 seconds East 123.93 feet to a point; thence South 89 degrees 01 minute 24 seconds East 111.34 feet to a point; thence along a curve to the right, whose radius point bears South 00 degrees 58 minutes 36 seconds West 125 feet from the last mentioned point, a distance of 137.77 feet to a point; thence South 39 degrees 16 minutes 54 seconds West 184.70 feet to a point; thence North 49 degrees 27 minutes 21 seconds West 140.59 feet to the actual point of beginning and containing 0.740 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.

A tract of land being part of Lots 5, 9, and 10 of "Parkwood Acres", a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 in the St. Louis County Records in Township 46 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Easternmost corner of said Lot 5, said point being also the Southernmost corner of "Bridgeway", a subdivision according to the plat thereof recorded as Daily Number 73 on November 7, 1962 in the St. Louis County Records; thence Northeastwardly along the Southeast line of said "Bridgeway" North 48 degrees 37 minutes East 65.86 feet to a point; thence South 41 degrees 25 minutes 15 seconds East 154.56 feet to a point; thence South 37 degrees 17 minutes 22 seconds West 159.92 feet to a point; thence along a curve to the left, whose radius point bears South 37 degrees 17 minutes 22 seconds West 175 feet from the last mentioned point, a distance of 49.16 feet to a point; thence North 68 degrees 48 minutes 22 seconds West 63.21 feet to a point; thence along a curve to the right, whose radius point bears North 21 degrees 11 minutes 38 seconds East 225 feet from the last mentioned point, a distance of 62.20 feet to a point; thence North 39 degrees 29 minutes 43 seconds East 158.91 feet to the point of beginning and containing 0.729 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.

Exhibit B continued.

A tract of land being part of Lots 9 and 10 of "Parkwood Acres", a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 in the St. Louis County Records, and part of Lot 39 of "Parkwood Acres Plat Three", a subdivision according to the plat thereof recorded as Daily Number 125 on January 2, 1952 in the St. Louis County Records in Township 46 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the Southernmost corner of "Bridgehill", a subdivision according to the plat thereof recorded as Daily Number 73 on November 7, 1962 in the St. Louis County Records; thence Northeastwardly along the Southeast line of said "Bridgehill" North 48 degrees 37 minutes East 65.86 feet to a point; thence South 41 degrees 25 minutes 15 seconds East 154.56 feet to a point; thence South 37 degrees 17 minutes 22 seconds West 159.92 feet to a point; thence along a curve to the right, whose radius point bears South 37 degrees 17 minutes 22 seconds West 175 feet from the last mentioned point, a distance of 4 feet to a point; thence South 38 degrees 35 minutes 57 seconds West 50 feet to the actual point of beginning; thence South 38 degrees 35 minutes 57 seconds West 166.90 feet to a point; thence North 42 degrees 17 minutes 58 seconds West 146.41 feet to a point; thence along a curve to the left, whose radius point bears North 64 degrees 29 minutes 25 seconds West 770 feet from the last mentioned point, a distance of 31.00 feet to a point; thence along a curve to the right, whose radius point bears South 66 degrees 47 minutes 50 seconds East 280 feet from the last mentioned point, a distance of 58.66 feet to a point; thence along a curve to the right, whose radius point bears South 54 degrees 47 minutes 38 seconds East 20 feet from the last mentioned point, a distance of 30.00 feet to a point; thence along a curve to the left, whose radius point bears North 31 degrees 09 minutes 43 seconds East 275 feet from the last mentioned point, a distance of 47.84 feet to a point; thence South 68 degrees 48 minutes 22 seconds East 63.21 feet to a point; thence along a curve to the right, whose radius point bears South 21 degrees 11 minutes 38 seconds West 125 feet from the last mentioned point, a distance of 37.97 feet to the actual point of beginning and containing 0.487 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.

Exhibit B continued.

3, and 4 of "Parkwood Acres", a subdivision according to the plat thereof recorded as Daily Number 151 on March 15, 1948 in St. Louis County Records and part of Lots 38 and 39 of "Parkwood Acres Plat Three", a subdivision according to the plat thereof recorded as Daily Number 125 on January 2, 1952 in the St. Louis County Records in Township 46 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the intersection of the North line of property now or formerly of Ira N. Marral and wife, as described in the deed recorded in Book 6754, page 1211 of the St. Louis County Records with the East line of Interstate Highway 270; thence Northwardly along said East line the following courses and distances: North 10 degrees 22 minutes East 118.36 feet, North 36 degrees 55 minutes 54 seconds East 111.80 feet, North 10 degrees 22 minutes East 800 feet, North 19 degrees 49 minutes 44 seconds East 121.66 feet, and North 18 degrees 57 minutes 45 seconds East 221.39 feet to the actual point of beginning; thence continuing Northwardly along said East line North 18 degrees 57 minutes 45 seconds East 213.50 feet to a point; thence North 50 degrees 49 minutes 44 seconds East 223.44 feet to a point; thence leaving said East line of Interstate Highway 270 North 83 degrees 25 minutes 46 seconds East 191.43 feet to a point; thence South 49 degrees 27 minutes 21 seconds East 140.59 feet to a point; thence South 14 degrees 30 minutes 19 seconds West 292.53 feet to a point; thence South 47 degrees 31 minutes 10 seconds West 43.86 feet to a point; thence South 16 degrees 15 minutes 20 seconds West 215.18 feet to a point; thence North 54 degrees 40 minutes 11 seconds West 104.93 feet to a point; thence North 24 degrees 55 minutes 07 seconds West 168.86 feet to a point; thence South 65 degrees 25 minutes 52 seconds West 68.62 feet to a point; thence South 46 degrees 20 minutes 26 seconds West 30.21 feet to a point; thence along a curve to the left, whose radius point bears South 46 degrees 20 minutes 26 seconds West 175 feet from the last mentioned point, a distance of 50.33 feet to a point; thence along a curve to the right, whose radius point bears North 29 degrees 51 minutes 46 seconds East 20 feet from the last mentioned point, a distance of 25.83 feet to a point; thence along a curve to the right, whose radius point bears South 76 degrees 08 minutes 22 seconds East 175 feet from the last mentioned point, a distance of 108.42 feet to a point; thence North 49 degrees 21 minutes 30 seconds East 120.19 feet to a point; thence along a curve to the left, whose radius point bears North 40 degrees 38 minutes 30 seconds West 225 feet from the last mentioned point, a distance of 57.26 feet to a point;

thence along a curve to the right, whose radius point bears South 55 degrees 13 minutes 25 seconds East 30 feet from the last mentioned point, a distance of 21.73 feet to a point; thence along a curve to the left, whose radius point bears North 13 degrees 42 minutes 54 seconds West 54 feet from the last mentioned point, a distance of 260.96 feet to a point; thence along a curve to the right, whose radius point bears South 69 degrees 23 minutes 44 seconds West 30 feet from the last mentioned point, a distance of 31.79 feet to a point; thence along a curve to the right, whose radius point bears North 49 degrees 53 minutes 53 seconds West 175 feet from the last mentioned point, a distance of 28.27 feet to a point; thence South 49 degrees 21 minutes 30 seconds West 120.19 feet to a point; thence along a curve to the left, whose radius point bears South 40 degrees 38 minutes 30 seconds East 225 feet from the last mentioned point, a distance of 121.52 feet to a point; thence along a curve to the right, whose radius point bears North 71 degrees 35 minutes 07 seconds West 20 feet from the last mentioned point, a distance of 39.57 feet to a point; thence along a curve to the right, whose radius point bears North 41 degrees 45 minutes 50 seconds East 125 feet from the last mentioned point, a distance of 11.11 feet to the actual point of beginning and containing 3.814 acres. According to calculations by Volz Engineering & Surveying, Inc. May 8, 1980.

END OF DOCUMENT!