

INDENTURE OF RESTRICTIONS FOR
HICKORY RIDGE

THIS INDENTURE made and entered into this 6th day of October, 1983, by and between J.L. MASON OF MISSOURI, INC., a Missouri corporation, with principal office and place of business situated in the County of St. Louis, State of Missouri, Party of the First Part and STEVEN J. MULLERSMAN, LARRY ANDERSEN and RICHARD E. COUGHLIN, all of the County of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as the "Trustees";

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner in fee of a certain tract of land situated in the County of St. Charles State of Missouri, being more particularly described as follows, to-wit:

See Exhibit "A"

WHEREAS, Party of the First Part has caused a portion of the afore described land to be laid out as a subdivision designated as HICKORY RIDGE and a Plat thereof to be prepared by Sterling Engineering and Surveying Company, which Plat has been recorded on July 20, 1983 No. 15028 in the Office of the Recorder of Deeds for the County of St. Charles, State of Missouri; and

WHEREAS, Party of the First Part contemplates 'hat the remainder of the aforedescribed property and other adjacent or nearly property shall also be subdivided and that Plats thereof will be prepared and recorded in the St. Charles County Records and be designated as Plats of HICKORY RIDGE; and

WHEREAS, there have been designated, established and recited on the aforementioned recorded Plat certain public streets, common land and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown on said Subdivision Plat 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 exclusive use and benefit of the owner or owners of the lots shown on said Plat of said above described tract; 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 common neighborhood plan and scheme of restrictions and to apply that plait and restriction not only to all of said land skid every parcel, and all "Common Land" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and

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

WHEREAS, the Party of the First Part has conveyed certain common land and will continue to convey common land in future plats by separate instrument, to the Trustees hereinafter designated and establish the "Common Ground" reserved in the above described tract; and

WHEREAS, the above described instrument conveys the property described therein to the trustees hereafter designated and established for perpetuity and after expiration of said time, fee simple title to the above described property shall vest in all of the then recorded lot owners of all lots in any subdivision of the aforescribed property known as HICKORY RIDGE, as tenants in common, but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of lots in said subdivision, and any conveyance of change of ownership of any lot or lots in the subdivision shall carry with it ownership in common property so that none of the owners of lots in the subdivision, including the owners of lots in Plats of said subdivision hereinafter recorded, and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot; and any sale of any lot in the subdivision, including any lot in said subdivision the plat of which shall hereafter be recorded, shall carry with it without specifically mentioning it, all the incidents of ownership p of Common property; provided, however, that all of the rights, powers and authority conferred upon the Trustees of the Subdivision, including plats thereof which shall hereafter be recorded, shall continue to be possessed by the said Trustees.

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, and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in HICKORY RIDGE, including such additional plats of HICKORY RIDGE SUBDIVISION as shall hereafter be recorded as aforementioned, all as described herein as follows, to-wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

The initial Trustees shall be STEVEN J. MULLERSMAN, LARRY ANDERSEN and RICHARD E. COUGHLIN, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. There shall be an annual meeting of the record owners of the fee simple title of all lots in the Subdivision called and conducted in the manner hereafter set for the call of meetings of lot owners commencing on the first Monday in June, 1985, and thereafter on the same of each succeeding year until all of the Trustees are Purchasers of lots in the Subdivision. At each such meeting one-third of the Trustees shall be chosen by the Purchasers of developed lots after 50% of the lots have been sold and closed; two-thirds OF the Trustees shall be chosen by the Purchasers of developed lots after 95% of the lots have been sold and closed; and all of the Trustees shall be chosen by the Purchasers of developed lots after all of the lots have been sold and closed. Except for the above provision for selection of lot owners as Trustees, whenever any Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall have the power to appoint a successor or successors. Any successor so appointed must, however, be a lot owner in HICKORY RIDGE and if such lot owner sells his lot, then his successor shall be appointed in the same manner by the remaining Trustees or Trustee. If all the Trustees, whether herein named or hereafter appointed, resign, refuse to act, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE shall be called, upon notice signed by at least ten (10) such lot owners, sent by mail to, or personally served upon, all of such lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The said

notice shall specify the time and place of meeting and the place of meeting shall be in St. Charles County, Missouri. 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 each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The result of such election shall be certified by the persons elected and chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. After all lots in the subdivision (including such additional plats thereof as shall hereafter be recorded) are sold and closed and All three Trustees are lot owners, the then Trustees shall be empowered to increase the number of Trustees to any odd number not exceeding seven (7) if they so desire.

A majority of the lot owners shall constitute a quorum at any meeting of the lot owners authorized under the terms of *this* indenture.

II

RESERVATION OF EXPENDITURES

The Party of the First Part reserves the right to receive and retain any money or other consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of the Subdivision of the within described tract.

III

TRUSTEES DUTIES AND POWERS

The Party of the First Part hereby invests the Trustees and their successor@ with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1) To exercise such control over the easements, streets and roads, entrances, street lights, gates, street islands, common land, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment of facilities as may be shown on the recorded Plat or Plats of said abovedescribed tract of land, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lot- shown on said Plat or Plats.

2) To maintain any and all fences that may be dedicated by Party of the First Part to Party of the Second Part.

3) To exercise control over the common land as shown on said recorded plat and on any additional plats of said subdivision which shall hereafter be recorded; to maintain and improve same with shrubbery, vegetation, decorations, buildings,

park areas, playgrounds, ball fields, recreational facilities or any kind of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in the Subdivision, all in conformity with all applicable law, and to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land; negotiate any required or useful utility easements for sewers or other uses across or through said Common Land; and payment received for such easements shall be refunded to Party of the First Part as reimbursement of the initial cost of obtaining said utilities to the tract and for reimbursement for any sums previously expended or subsequently provided by Party of the First Part for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract; all for the benefit and use of the owners of the lots in this subdivision and according to the discretion of the said Board of Trustees.

4) Publicly to dedicate any private streets constructed or to be constructed on the aforescribed tract or any subdivision thereof, whenever such dedication would be accepted by a proper public agency, in the event the dedication plat does not provide for public -is,! and maintenance.

5) Any other provision of this Indenture to the contrary notwithstanding, to waive or change any established building lines. to relinquish easements and to establish easements over any lot in HICKORY RIDGE which remains unsold at the time of the exercise of this power, provided that said Trustees must first have obtained the approval of the governmental agency or body having jurisdiction over theme matters.

6) To prevent as Trustees of an express trust, any infringement on and to compel the performance of any restrictions set out in this Indenture or established by law, and also any rules and regulations issued by said Board of Trustees covering the use of the said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed on his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

7) 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 or officers, their agents or employees shall not be deemed guilty or liable for any matter or trespass or any other act for any such injury, abatement, removal or planting.

8) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such building 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, tennis courts, or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and of the grade proposed therefor.

9) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon

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

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

IV

ASSESSMENTS

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

1) a. The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, not to exceed One Hundred Seventy-Five Dollars (\$175.00) per lot in each year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce the restrictions adequately, to maintain streets, if required, utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owners. The above assessment may be increased ten percent (10%) a year, cumulatively, from and after 1984 at the discretion of the Trustees and their successors and without any vote of the lot owners.

b. The Trustees and their successors are authorized, pursuant to the exercise of their powers and duties under Paragraph 111 (3) hereof, to make such assessments as are hereinbelow provided for and upon each and every one of the record owners of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE. If at any time, or from time to time, the Trustees desire to exercise their power and duties pursuant to Paragraph 111 (3) hereof and this Paragraph IV (1) b., then a meeting of the record holders of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE shall be called for that purpose upon written notice signed by all of the Trustees and sent by registered mail or delivered to the residence of each of the record holders of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE not more than twenty (20) nor less than ten (10) days prior to the date fixed for said meeting. Said notice shall specify the time and place of meeting and the place of meeting shall be in St. Charles County, Missouri. A two-thirds (2/3) majority vote of the then recorded holders of the fee simple title of all of the lots according to all then recorded Plats of HICKORY RIDGE present, in person or by proxy at said meeting shall have the power to authorize the Trustees to make a uniform assessment or assessments pursuant to this Paragraph IV (1) b. upon and against the several lots and parcels of land in the Subdivision in such amount or amounts determined by a two-thirds (2/3) majority vote of the then record holders of the fee simple title of all of the lots according to all then recorded plats of HICKORY RIDGE present, in person or by proxy at said meeting. The Trustees and their successors are hereby authorized, again pursuant to the exercise of their powers and duties under Paragraph 111 (3)

hereof and this Paragraph IV (1) b. to borrow money on real or personal property or otherwise act to give as security therefor any and all kinds of property, excepting, however, mortgages or deeds of trust affecting the aforementioned common land. It is expressly understood that the limit of One Hundred Seventy-Five Dollars (\$175.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this Paragraph.

c. If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit, in writing to the owners of lots for approval, an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved, at a meeting of the lot owners duly called and held in the manner provided on reference to the election of the Trustees, by a two-thirds (2/3) majority vote of those present in person or by proxy, at a meeting of lot owners called for consideration of such additional assessment, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Seventy-Five Dollars (\$175.00) per lot per year for general purposes shall not apply to any assessments made under the provisions of this paragraph, but no such special assessment shall exceed Five Hundred Dollars (\$500.00) payable at not more than One Hundred Twenty-Five Dollars (\$125.00) during any calendar year.

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

a. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the Assessment upon the lot itself.

b. Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Charles, State of Missouri, and the Trustees, may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

c. Any and all expenses incurred by the Trustees in collecting any past due assessment, including, but not limited to recording fees and reasonable attorneys fees, shall be the sole responsibility of the owner of the lot affected. These incurred expenses shall also constitute a lien upon the said lot and said lien shall continue in full force and effect until said expenses have been fully paid.

3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit insurance Corporation, at interest, when feasible. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be

bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

4) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this indenture may be executed or exercised by a majority of said Trustees unless otherwise provide' in this Indenture.

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

V

RESTRICTIONS

1) This Indenture of Restrictions and the covenants contained herein shall be filed in the Office of the Recorder of Deeds of St. Charles County, Missouri, shall run with the land and shall be binding upon the parties hereto and future [an,] owners of the property hereinabove described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change (this Indenture of Restrictions and the Covenant contained herein) in whole or In part.

2) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private attached garage. Minimum finished livable area of dwelling shall be 800 square feet. Minimum cost of house shall not be less than \$50,000.00 based on cost levels prevailing at date these covenants are recorded.

3) ARCHITECTURAL CONTROL:

A. No structure or fence shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure has been approved by the Trustees as to quality and type of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and as to compliance with this Indenture. No fence, hedge or mass planting shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without the approval of the Trustees and/or appropriate governmental authorization. No fence may be erected on any part of a lot that borders common ground without the approval of the Trustees.

B. The Trustees' approval of fences is hereby limited to approval of fences which shall meet the following specifications:

(i) Type 1

- a. Construction shall be of western cedar material only and left natural in color and finish;
- b. Height may not exceed fifty-four (54) inches from ground to top of fence;

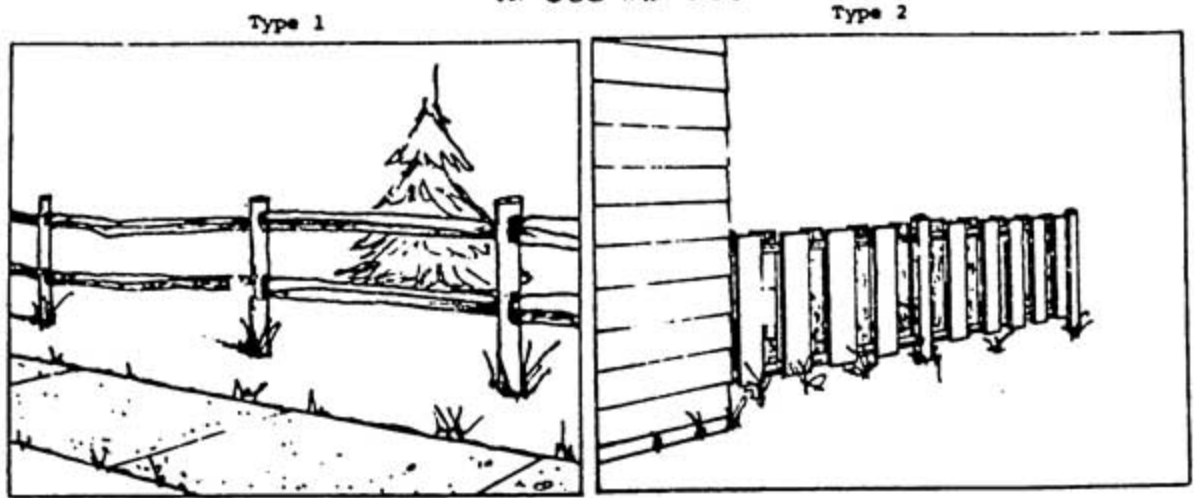
- c. Design shall be of standard posts with two or three rails, more commonly referred to as post and rail construction;
- d. Said posts shall not exceed ten (10) feet zero (0) inches from center of post of center of post.
- e. All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil;

(ii) Type 2

- a. Construction shall be of cedar or redwood material or approved pressure treated lumber such as "Wolmanized" and left natural in color and finish;
- b. Height may not exceed fifty-four (54) inches from ground to top of any part of the fence;
- c. Posts may be either round or square;
- d. Rails shall only be of a size commonly known as 2x4 or 2x6 inches. There may be two or three rails;
- e. Slats or pickets shall be attached to the rails and said slats shall be vertical to the ground. The size of the slats shall be between 1x4 inches to 1x8 inches. Any combination of these size slats may be used. Slats may all be placed on one side of the rails or slats may alternate from one side of the rails to the other side of the rails. Slats may abut or slats may have a space between them. If slats are placed on one side only, they must be placed to the outside of the rails;
- f. The posts shall not exceed ten (10) feet zero (0) inches from center of post to center of post;
- g. All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil;

C. Within one year following the erection of a structure or a fence the Trustees may require the lot owner to landscape along the structure or fence. Landscaping may include materials such as rambling rose, multi-flora rose, evergreen shrubbery, or such other similar materials as may be approved by the Trustees.

D. Below are pictures of examples of the type of fences that are allowed:



E. Chain link type fencing is specifically prohibited as a fence or for use in conjunction with either Type 1 or Type 2 fence.

F. Section B. above only applies to yard fences. Privacy screens near patios or other areas are subject to approval provided for in Section A. above.

G. In order for Trustees approval to be valid it must be in writing and signed by a majority of the Trustees.

H. In the event the Trustees fail to approve or disapprove a structure of fence within thirty (30) days after plans and specifications have been submitted to them, approval shall not be required. However, any fence must still meet the specifications as stated in Section B. above.

4) BUILDING LOCATIONS: No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in streets, yards or driveways of the Subdivision.

7) TEMPORARY STRUCTURES: No structure of a temporary character, trailer camper, mobile home, basement, tent, shed, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any

trailer, camper, mobile home, tent, shed, barn or other outbuilding shall not be located on a public street and must be located in the back yard area or in an approved shelter, such as a garage.

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

9) LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, and no lot owner may have more than two dogs or cats.

10) GARBAGE AND REFUSE DISPOSAL: No lot 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 incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be located closer than twenty (20) feet to any park area.

11) SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot.

12) SLOPE CONTROL AREA: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting or other materials shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

13) SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines;

14) LAND NEAR PARKS AND WATER COURSES: No detached or outbuildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course.

VI

GENERAL PROVISIONS

1) Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the common land, islands, sidewalks, street lighting and drainage facilities referred to herein shall not cease nor may this Indenture be changed or amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees until such time, if ever, as St. Charles County or any other similar Agency which may exist hereafter shall park, street lighting and street maintenance for the area affected.

2) Notwithstanding any other conditions herein the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Charles County, Missouri and the City of St. Peters, or any municipality of which it may hereafter become a part, including but not limited to those affecting maintenance of islands, sidewalks, street lights and drainage facilities.

3) The Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4) Any and all future tracts of land, platted as a part of HICKORY RIDGE in St. Charles County, Missouri. shall be governed by the restrictions contained in this Indenture.

5) ENFORCEMENT: 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 covenant and may be brought to restrain any such violation and/or to recover damages therefor.

6) LIABILITIES OF TRUSTEES: TRUSTEES NOT TO BE COMPENSATED: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. Neither the Trustees nor Successor Trustee shall be entitled to any compensation for services performed pursuant to this covenant.

7) Any other provision hereof to the contrary notwithstanding the developer and builder of the aforescribed tract of land shall not be liable for any assessment by the Trustees, either regular or special, on any lot or parcel of land either platted or unplatted which it may own. Further the developer and builder may locate upon any lot or parcel of land, either platted or unplatted construction and sales buildings and offices, any structure for the storing of construction equipment and building materials and any other truck equipment or storage trailer which is the property of the developer and builder or of any of its agents.

8) SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

9) AMENDMENT: This Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (1/2) of the then recorded owners of the fee simple title of all lots in the Subdivision; any such written and signed alteration, amendment, change or discontinuance shall, when duly certified and acknowledged by the then Trustees and recorded with the Office of the Recorder of Deeds for St. Charles County, Missouri, become a part of the provisions and restrictions of this Indenture, with the written approval of the Planning Director.

10) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as the times fixed for

the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose, Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads and easements.

11) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with subdivision and other ordinances, rules and regulations of St. Charles County, the City of St. Peters or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by WAY Of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, grassed and shrubbed areas, median string and other non-public areas such as entrance markers, roadways and easements.

12) No above ground structure other than required street lights may be erected within a cul-de-sac, divided street entry inland or median strip without written approval of the City of St. Peters and St. Charles County Department of Highways and Traffic.

13) Notwithstanding anything contained above Party of the First Part herein reserves the right and shall have the right to amend this Indenture in any manner whatsoever, so long as Party of the First Part retains Legal ownership of one or more lots or of any part of the land herein described provided the amendment first be filed in the Office of the Recorder of Deeds for St. Charles County.

14) Any alteration, amendment, change or discontinuance of this Indenture that is made prior to the completion of development of this subdivision must first have the written approval of the County Planning Director prior to taking effect or being recorded with the Recorder of Deeds.

IN WITNESS WHEREOF, the said Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

INC.

J.L. MASON OF MISSOURI,

Party of the First Part
LARRY ANDERSEN

ATTEST:
MICHAEL H. SUMER

STEVEN J. MULLERSMAN

LARRY ANDERSEN

RICHARD E. COUGHLIN

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

On this 6th day of October 1983, before me personally appeared LARRY ANDERSEN, to me personally known, who being by me duly sworn, did state that he is the President of J.L. MASON OF MISSOURI, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and said LARRY ANDERSEN 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 written above.

DARLENE D. SHIELDS
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
JUNE 20, 1987
ISSUED THRU MISSOURI NOTARY ASSOC.

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

On this 6th day of October 1993, before me personally appeared STEVEN J. MULLERESMAN, LARRY ANDERSEN and RICHARD E. COUGHLIN, 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 written above.

DARLENE D. SHIELDS
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
JUNE 20, 1987
ISSUED THRU MISSOURI NOTARY ASSOC.

AMENDMENT TO INDENTURE OF RESTRICTIONS

FOR HICKORY RIDGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. L. MASON OF MISSOURI, INC. (hereinafter referred to as Party of the First Part) under authority reserved to it as Party of the First Part under the Indenture of Restrictions for Hickory Ridge, recorded in Book 968, Page 948, of the St. Charles County Records, does hereby amend for purposes of clarification, the Indenture of Restrictions for Hickory Ridge as follows:

1. The term "lot owner" or "owner of lot" shall mean any party or parties holding legal ownership of one or more of the lots within the subdivision after conveyance by the Party of the First Part or any other builder/developer deriving title from the Party of the First Part, so that for purposes of assessment, voting and calling of lot owner meetings the Party of the First Part or any other builder/developer owning property within the subdivision shall not be deemed to be a lot owner. Nothing in this amendment shall affect the right of the Party of the First Part to amend the Indenture under the provisions of Article VI, Paragraph 13 of the Indenture of Restrictions for Hickory Ridge.

2. Anything in the Indenture of Restrictions for Hickory Ridge to the contrary notwithstanding, any of the Trustees initially appointed as Trustees by the Party of the First Part may be removed and a successor Trustee or Trustees appointed by the Party of the First Part until such time as such Trustee or Trustees are required to resign to be replaced by vote of the purchasers of the developed lots in subdivision as provided in Article I of the Indenture of Restriction for Hickory Ridge, so that all Trustees not elected by the purchasers of the developed lots may be removed and successor Trustee or Trustees appointed by the Party of the First Part until such time as all Trustees are to be elected by the purchasers of the developed lots. The Trustees appointed by the Party of the First Part need not be lot owners in the subdivision.

3. The provisions of Article VI, Paragraph 7 of the Indenture shall be applicable to and include any builder/developer who derived title to any of the lots within the subdivision from the Party of the First Part or any other builder/developer.

4. Article IV, Paragraph 2 is hereby amended by the addition of the following subparagraph d.:

"d. In addition to the foregoing remedies, the Trustees shall have the right at their discretion to deny to any lot owners who are delinquent in the payment of any assessments which may be levied, either general or special, the right to use such common facilities (swimming pool, clubhouse, etc.) as the Trustees may from time to time determine."

IN WITNESS WHEREOF, J. L. Mason of Missouri, Inc., a Missouri Corporation, has by its duly authorized officer executed this amendment to the Indenture of Restrictions for Hickory Ridge this 5th day of June, 1985.

J. L. Mason of Missouri,
Inc.

By: Larry Andersen

Attest:
Richard Caughlin

State of Missouri)
)SS.
County of St. Louis)

On this 5th day of June 1985, before me personally appeared Larry Andersen, who being by me duly sworn did state that he is President of J. L. Mason of Missouri, 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 on behalf of said corporation, by authority of its Board of Directors; and said Larry Andersen 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 written above.

KELLY R. KIM
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
DATE WAS NOT READABLE
ISSUED THRU MISSOURI NOTARY ASSOC.

SECOND-AMENDMENT TO INDENTURE OF RESTRICTIONS

FOR HICKORY RIDGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J.L. MASON OF MISSOURI INC. (hereinafter sometimes referred to as Party of the First Part) under authority reserved to it as Party of the First Part under the Indenture of Restrictions for Hickory Ridge recorded in Book 968, Page 948 and amended at Book 1037, Page 978 of the St. Charles County records, does hereby amend the Indenture of Restrictions for Hickory Ridge as follows:

1. Article 1, Designation and Selection of Trustees, Meetings of Lot Owners, is hereby amended by deleting the last paragraph of that article and by adding the following paragraphs:

The presence of ten (10) lot owners either in person or by proxy shall constitute a quorum at any meeting of the lot owners authorized under the terms of this Indenture.

At such time as all the developed lots have been sold and closed upon or at such time as the Party of the First Part relinquishes its right to appoint Trustees, whichever date occurs first, the Party of the First Part shall call a special meeting of the lot owners for the purpose of electing new Trustees. Notice shall be sent to or personally served upon all of the lot owners at least ten (10) days prior to the date set for the meeting and shall specify the time and place of the meeting, which shall be in St. Charles County, Missouri. At such meeting, all Trustees then serving shall resign and three, (3) successor Trustees shall be selected as follows: (i) the Lot Owner receiving the most votes as and for Trustee shall be elected to serve a term, extending to the next annual meeting of the Lot Owners plus a period of two years; (ii) the Lot Owner receiving the second highest number of votes shall be elected to serve a term extended to the next annual meeting of the Lot Owners plus a period of one year; and (iii) the Lot Owner receiving the third highest vote total shall be elected for a term extending to the date of the next annual meeting of the Lot Owners. Thereafter at the annual meeting of the Lot Owners a successor Trustee shall be elected for a term of three years to succeed the Trustee whose term has expired. Nothing contained herein shall preclude a Trustee from succeeding himself. In the event the Trustees exercise their power to increase the number of Trustees as provided above, the terms of such Trustees shall be established for a period not to exceed three years and shall be staggered so as that no more than two Trustees are elected at any annual meeting if the Board is expanded to five (5) members and two (2) Trustees are elected the first two years and three (3) Trustees are elected every third year if the Board is expanded to seven (7) members.

2. Article III is hereby amended by deleting the last paragraph thereof and by adding the following paragraphs:

"10) To establish reasonable rules and regulations governing use of all common facilities including the power to require a reasonable deposit in connection with the use of the clubhouse, swimming pool and tennis court.

11) To enforce all rules and regulations established by the Trustees and to bring any action to enforce the provisions of this Indenture.

12) To establish such reserves from assessments that the Trustees deem advisable and the power to invest funds coming into their hands as Trustee hereunder.

13) The Trustees in exercising the rights, powers and privileges granted to them hereunder and in discharging the duties imposed upon them by the provisions of this Indenture may from time to time enter into contracts, employ agents, servants and labor as they may deem necessary and employ counsel to prosecute such suits as they deem necessary or advisable including any action for damages resulting from any damage to the common ground or improvements thereon and to defend suits brought against them individually or collectively in their capacity as Trustees.

14) If further in exercising their rights, powers and, privileges granted to them, the Trustees may pursuant to the laws of the State of Missouri create a not-for-profit corporation to hold title to all common ground of the subdivision and improvements thereon, in which event the officers of such corporation shall be made up of the Trustees under this Indenture, and the Trustees may exercise their rights, powers and privileges under this Indenture through such not-for-profit corporation."

3. Article IV, 3) is hereby deleted in its entirety and in lieu thereof the following amended Article IV, 3) is substituted:

"3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation at interest when feasible. The Trustees in their discretion shall have the right to invest any reserves of excess funds in such investments that the Trustees deem advisable. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this instrument, and such funds shall be placed in custody and control of the Treasurer. Treasurer shall be bonded for proper performance of his duties in the amount fixed by the majority of the Trustees."

4. Article V, 3) is hereby amended by the addition of the following paragraph:

"I. Notwithstanding the height restrictions set forth in Paragraph B. above, the Trustees are authorized to approve fences which border on Willott Road to a maximum height of seventy-two (72) Inches from ground to top of any part of the fence."

5. Article V, 6) is hereby deleted in its entirety and in lieu thereof the following amended Article V, 6. is substituted:

"6) NUISANCES: No loud, noxious or offensive activity shall be carried on or upon any lot or any common ground of the subdivision nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in the streets, yards, or driveways of the subdivision."

6. Article V, 7) is hereby deleted in Its entirety and in lieu thereof the following amended Article V, 7. is substituted:

"7) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, camper mobile home, recreational vehicle, basement, tent, shed, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Any trailer, camper, mobile home, recreational vehicle, tent, shed, barn or other outbuildings shall not be located on the public street and must be located in the back yard area or in an approved shelter such as a garage."

7. Article V is hereby amended by the addition of the following paragraph 15:

"15) SATELLITE DISHES. RADIO AND TV ANTENNAS. No satellite dish and no radio or television antenna shall be erected on any lot or improvement thereon or within the common ground except as the Trustees may approve radio antennas or television antennas which are less than seventy-two (72) inches in height and only upon written approval of the majority of the Trustees after appropriate plans or specifications for such radio antenna or TV antenna has been submitted to the Trustees."

8. Article V is further amended by adding the following paragraph 16:

"16) ACTIONS TO ENFORCE INDENTURE. In any action, suit or proceeding by the Trustees to enforce the covenants, provisions and terms of this Indenture of Trust and Restrictions against any person or persons violating or attempting to violate any of the covenants, provisions and terms thereof, the Trustees shall be entitled to recover from such person or persons all attorney's fees and other costs, if any, incurred by the Trustees in any such action, suit or proceeding together with all court costs and irrespective of who may be the prevailing party and such person or persons shall be personally liable for all such attorney's fees and costs and, in addition the lot or lots encumbered by this Indenture of Trust and Restrictions in which any such person or persons may have a record of beneficial interest shall be subject to a lien securing the payment of any such attorney's-fees and costs and any damages awarded. Such lien may be enforced in the same manner as provided for enforcement of assessments under the Indenture of Trust and Restrictions, such means of enforcement being in addition to and not in lieu of other remedies by law now or hereinafter made or provided. The covenants, terms and provisions of the aforesaid Indenture of Trust and Restrictions may be enforced by Injunctions or by action at law or as otherwise provided in this Indenture or by any remedy now or hereafter available in the law of the State of Missouri."

IN WITNESS WHEREOF, J. L. Mason of Missouri, Inc., a Missouri corporation, has by its duly authorized officer executed this Second Amendment to the Indenture or Restrictions for Hickory Ridge this 19th day of March, 1987.

J.L. MASON OF MISSOURI,
INC.
By: Lawrence J. Maynes,
President

Attest:
Richard Caughlin

State of Missouri)
)SS.
County of St. Louis)

On this 19th day of March, 1987 before me personally appeared Lawrence J. Maynes, who being by me duly sworn did state that he is President of J. L. Mason of Missouri, 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 on behalf of said corporation, by authority of its Board of Directors; and said Lawrence J. Maynes 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 written above.

MARINA A. STRUTTMANN
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
MAY 30, 1987

ISSUED THRU MISSOURI NOTARY ASSOC.

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**THIRD AMENDMENT TO THE INDENTURE
OF RESTRICTIONS FOR HICKORY RIDGE**

THIS THIRD AMENDMENT TO THE INDENTURE OF RESTRICTIONS FOR HICKORY RIDGE is made and entered into this 31st day of April, 2006.

WHEREAS, the Indenture of Restrictions for Hickory Ridge is dated October 6, 1983 and recorded at Book 968, Page 948 of the St. Charles County Records and was amended by a First Amendment to Indenture of Restrictions for Hickory Ridge dated June 5, 1985 and recorded at Book 1037, Page 978 of the St. Charles County Records, and further amended by a Second Amendment to Indenture of Restrictions for Hickory Ridge dated March 19, 1987 and recorded at Book 1146 Page 1596 of the St. Charles County Records.

WHEREAS, Article VI, paragraph 9 of the Indenture of Restrictions for Hickory Ridge provides that the Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (1/2) of the recorded owners of the fee simple title of all lots in the subdivision;

WHEREAS, at least one-half (1/2) of all of the recorded owners of the fee simple title of all lots in the subdivision have signed a written agreement approving the following amendment to the Indenture of Restrictions for Hickory Ridge; and

WHEREAS, the Hickory Ridge Homeowners Association has duly certified and acknowledged said agreement and by virtue of their authority are causing this Amendment to be recorded in the Office of the Recorder of Deeds of St. Charles County, which amends the Indenture of Restrictions for Hickory Ridge as follows:

1. By deleting paragraph 3. B. i. a. of Article V and inserting in its place the following new paragraph 3. B. i. a. of Article V:

“Construction shall be of western cedar material and left natural in color and finish or shall be of vinyl which may be either white, redwood or cedar in color and finish.”

2. By deleting paragraph 3. B. ii. a. of Article V and inserting in its place the following new paragraph 3. B. ii. a. of Article V:

“Construction shall be of western cedar, redwood, vinyl (color must be white, redwood or cedar) material or approved pressure treated lumber such as “Wolmanized” and left natural in color and finish.”

IN WITNESS WHEREOF, this Third Amendment to the Indenture of Restrictions for Hickory Ridge was executed the date and year aforesaid.

HICKORY RIDGE HOMEOWNERS ASSOCIATION

By: Don Newman
Donald Newman, President

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

On this 3rd day of April, 2006, before me Cheri L. Haynes, a Notary Public in and for said State, personally appeared DONALD NEWMAN, the President of Hickory Ridge Homeowners Association known to me to be the person who executed the within Third Amendment to the Indenture of Restrictions for Hickory Ridge in behalf of said Association and acknowledged to me that he executed the same for the purposes therein stated.

Cheri L. Haynes
Notary Public – State of Missouri
County of St. Louis
My Commission Expires Jun. 27, 2008

Cheri L. Haynes
Notary Public

My Commission expires:

June 27, 2008

APPROVED:

Julie Powers
Julie Powers, Planning Director

Dated: 4-11-06