

INDENTURE OF RESTRICTIONS

THIS INDENTURE made entered into this 23rd day of May 1972, by R. EMMENDORFER REALTY AND DEVELOPMENT COMPANY Inc., a corporation organized and existing under the laws of the State of Missouri, with its principal office and place of business situated in the County of St. Louis, State of Missouri, Party of the First Part, and RALPH EMMENDORFER JR., RALPH EMMENDORFER SR., AND JUDY EMMENDORFER, all of the County of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as "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. Louis State of Missouri, being more particularly described as follows, to-wit:

DESCRIPTION: Part of Lot 4 HENRY EBERWEIN SUBDIVISION IN U. S.. Survey 1978, Township 45 North, Range 4 East, as per plat thereof recorded in Surveyor's Record Book 2 Page 26 of the St. Louis County Records, and described as: Beginning at a point in the East line of Baxter Road, 30 feet wide, at its intersection with the Northern line of said Lot 4, being also the Northern line of said Survey 1978; thence along the Northern line of said Lot 4, North 58 degrees 15 minutes East, 1981.50 feet to the Northeast corner of said Lot 4; thence along the East line of said Lot 4: South 32 degrees 09 minutes East, 686.00 feet to the Northeast corner of a tract of land conveyed to Paul F. O'Brien and wife by deed recorded in Book 3316 Page 206 of the St. Louis County Records; thence along the Northern line of said property so conveyed to 'OBrien, South 58 degrees 15 minutes West, 2794.00 feet to a point in the East line of Baxter Road, 30 feet wide; thence along the East Line of Baxter Road, North 32 degrees 09 minutes West, 656.00 feet to an iron pipe at an angle point in said road, thence along the Southern line of Baxter Road, North 58 degrees 15 minutes East, 301.25 feet to an iron pipe in the Southern line of said road: thence leaving said road and running South 32 degrees 09 minutes east, 222.00 feet to an iron pipe: thence North 58 degrees 15 minutes East, 301.25 feet to an iron pipe; thence North 32 degrees 09 minutes West, 222.00 feet to an iron pipe in the Southern line of Baxter Road; thence along the Southern line of Baxter Road, North 58 degrees 15 minutes East, 210.00 feet to an iron pipe at an angle point in said road: thence along the East line of said road, North 32 degrees 09 minutes West 30.00 feet to the point of beginning, containing 41.90 acres, according to survey executed by Marvin W. Wolf during the month of September 1971.

WHEREAS, Party of the First Part has caused a portion of the aforescribed land to be laid out as a Subdivision designated as HIGHCROFT ESTATES, Plat #1, which plat has been recorded on June 13th, 1972, Daily No. 242 in the Office of the Recorder of Deed for the County of St. Louis State of Missouri, and

WHEREAS, Party of the First Part contemplates that the remainder of the
aforedescribed property, shall also be subdivided and that Plats thereof, designated as
HIGHCROFT ESTATES, Plat #2 And Plat #3 will be prepared and recorded in the St.
Louis County Records:

WHEREAS, Common Land for park areas has been reserved in said above
described tract as indicated and to be indicated on Plats of said above described tract to be
submitted to and approved by the St. Louis County Council, which Plate setting aside
various improvements, including the said "Common Land" of said Subdivision, shall be
recorded in the Office of the Recorder of Deeds for St. Louis County, at such times as
then are approved under the Law by the St. Louis County Council or proper officials of
St. Louis County: and

WHEREAS, there have been and will be designated, established and
recited on the recorded Plat of HIGHCROFT ESTATES certain public streets, common
land and certain easement which are of the exclusive use and benefit of the owner or
owners of the lots shown and to be shown on said Subdivision lots 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 and to be shown on
said plats 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 plan and restriction not only to all of said land and 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 areas 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 any or all of said parcels and to foster the
health, welfare, safety and morals of all own or reside in said areas: and

WHEREAS, all reservations, limitations, conditions, assessments and
covenants herein contained, any and all of which are hereafter termed "restrictions" are
jointly 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, R. EMMENDORFER REALTY AND DEVELOPMENT
CO., has, by separate instruments simultaneously herewith, conveyed to the Trustees and
established the following as "Common Land":

All of the areas shown as "Common ground" on the plat of HIGHCROFT ESTATES
PLAT ONE, the plat of which is recorded simultaneously herewith on
_____ as Daily no. _____ of the St. Louis County records.

WHEREAS, the above described instrument conveys the property described therein to the Trustees hereafter designated and established for a period of twenty (20) years and after expiration of said time, fee simple title to the above described property shall vest in all of then record lot owners of all lots in any subdivision of the aforescribed property known as HIGHCROFT ESTATES SUBDIVISION (regardless of Plat Number) 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 HIGHCROFT ESTATES SUBDIVISION and any conveyance or change of ownership of any lot or lots in HIGHCROFT ESTATES SUBDIVISION shall carry with it ownership in common property, so that none of the owners of lots in HIGHCROFT ESTATES SUBDIVISION (regardless of Plat Number) 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 HIGHCROFT ESTAES SUBDIVISON (regardless of Plat Number) shall carry with it without specifically mentioning it, all the incidents of ownership of the common property provided, however, that all of the rights, powers and authority conferred upon the Trustees of HIGHCROFT ESTATES SUBDIVISION shall continue to be processed by the said Trustees.

NOW THEREFORE, in considerations of the premises and of the mutual promises covenants and agreement 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 and assigns, and for 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 HIGHCROFT ESTATE SUBDIVISION, and in such further Plats of HIGHCROFT ESTATES SUBDIVISION from the aforementioned property, all as described herein as follows, to-wit:

DESIGNATION AND SELECTION OF TRUSTEES

--MEETINGS OF LOT OWNERS--

The initial Trustees shall be RALPH EMMENDORER JR., JUDY EMMENDORFER AND RALPH EMMENDORFER SR., designated herein as Parties of the Second Part, who by the signatures to this instrument do hereby consent to serve in such capacity. Wherever any Trustee resigns, refuses to act, becomes disable or dies, the remaining Trustees shall have the power to appoint a successor or successors. Any successor so appointed must, however, be a resident lot owner in HIGHCROFT ESTATES SUBDIVIDIOSN and if such resident lot owner sells his lot, then his successor shall be appointed in the same manner of the remaining Trustees or Trustee.

At such time as Fifty (50) percent of the lots have been sold of the development (HIGHCROFT ESTATES), Party of the First Part (developer) shall cause the resignation of one (1) of the original Trustees and a new Trustee shall be chosen by the purchasers of the developed lots to serve for a term of three (3) years. At such time as Ninety-five (95) percent of the lots have been sold, Party of the First Part shall cause the resignation of the remaining initial Trustees and two(2) new Trustees shall be chosen by purchasers of the developed lots. In the event the development is not Ninety-five (95) percent completed within five (5) years after the date of this instrument, Party of the First Party shall cause to be replaced two (2) of the original Trustees by the appointment of two (2) Trustees who are resident lot owners of HIGHCROFT ESTATES SUBDIVISION.

The first three (3) appointments made after the expiration of the five (5) year period from the date of this instrument shall be for a tenure of one, two and three years respectively in order to obtain continuity of trusteeship. Thereafter all appointments shall be made for tenure of three (3) years each. If all of 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 HIGHCROFT ESTATES SUBDIVISION shall be called upon notice signed by at least three (3) such lot owners, sent by mail to or personally served upon, all of such record 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 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 each 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 as 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 call in conformity with the procedure described above. A majority of the lot owners shall constitute a quorum at the respective meeting of each.

II

RESERVATION OF EXPENDITURES

The party of the First Part reserves the right to receive and retain any money 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, road, streets, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of that Subdivision of the within described tract.

III

TRUSTEE'S DUTIES AND POWERS

The Parties of the First Part hereby invest the Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities.

(1) Trustees shall acquire and hold the "Common Land" hereinbefore described and conveyed to Trustees by separate instrument of even date herewith, which said "Common Land" as set forth and shown on Plat 1, 2, etc., or any subsequent plat under any other name of said HIGHCROFT ESTATES SUBDIVISION all in accordance with and pursuant to the Planned Environment Unit of the St. Louis County Council, and in accordance with and subject to the provisions of this instrument.

(2) To exercise such control over the easements, streets and roads, entrances, lights, gates, common land, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities as may be shown on the recorded Plat or Plats of said above described 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 the 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 lots shown on said plat.

(3) To exercise control over (Common Land) as shown on said Plat and on Plats hereafter approved and recorded; to maintain and improve same with shrubbery, vegetation, decoration, buildings, recreational facilities of any kind of description, other structures and any and all other types 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; to prescribe by reasonable rules and regulations the terms and conditions of the use of said "Common Land", 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 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 use and maintenance.

(5) To prevent as trustees of any express trust, any infringement and to compel the performance of any restriction 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 in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(6) 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 of trespass or any other act for any such injury, abatement, and removal or planting.

(7) 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 buildings or alternations 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 the Trustees to the plans and specifications therefore and to the grade proposed therefore.

(8) 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 side and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

The Trustees in exercising the rights, powers and priveleges 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, and to defend suits brought against them individually or collectively in their capacity as Trustees.

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) An annual assessment of Thirty-four Dollars (\$34.00) per year, payable quarterly, for each single family dwelling, forty-eight (\$48.00) dollars per year, payable quarterly , for each shall be made for annual sewer maintenance, operation and repairs, and for such additional assessments subject to approval of the Missouri Public Service Commission. **On April 4, 2005; total assessment for calendar year 2006 was increased to \$150 annually voted and approved by a majority vote by those in attendance.**

(b) Party of the Second Part is empowered hereby to collect the payments above mentioned directly from the owners of the property and such owners are to be directed to make all payments for the annual charge for maintenance, operation and repairs of the sanitary sewage system directly to party of the Second Part. All payments provided herein shall be payable in advance and shall be payable quarterly on or before January 1, April 1, July 1, and October 1 of each year. If payment is not made within ten (10) days after said payment shall become due and payable, Party of the Second Part may file with the Recorder of Deeds of St. Louis County, Missouri, the names of the parties holding legal title to the premises on which the payment is delinquent, the address of said persons, the legal description of the property, the amount due at the date of filing, and the delinquent owners shall pay all costs filing, recording, attorneys fees, principal and interest at the rate of 8% per annum from due date to date of payment and cost of releasing. Upon filing of above notice of delinquency by Party of the Second Part, the amount due and costs thereon shall become a first lien upon said property. In addition to a lien upon the property as above set out by reason of non-payment of charges for sanitary sewer service as provided Party of the Second Part may discontinue service if payment is overdue for a period of six (6) months or more, including all costs incurred in disconnecting and reconnecting said service.

(c) No roof drainage, garage drainage, downspouts, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline or other objectionable materials shall be placed, drained, emptied into or connected to the sanitary sewer line. Party of the Second Part shall have authority to and is directed to eliminate all objectionable materials, roof drainage, garage drainage, downspouts, surface or storm water drainage, chemicals, chemical solutions, oil, gasoline, or other objectionable materials from the sanitary sewer line and disposal plants. Violation of this provision shall give Party of the Second Part a right to discontinue sanitary sewer service to the offending party. Charges for the sanitary sewer service as above provided shall begin from the date when the owner of record causes construction to start on the above described property or from the date of initial occupancy of any residence or unit therein, and shall continue to run with the land thereafter.

2(a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, of not to exceed thirty-four Dollars (\$34.00) 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 power of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions adequately to maintain streets, if required, "Common Land", utilities, street lights, 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.

(b) 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 assessments so stated be approved either at a meeting of the lot owners duly called and held in the manner provided in a reference to the election of Trustees by two-thirds (2/3) majority vote of those present in person or by proxy, or on written consent of the owners of one-half (1/2) or more of the vote, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of Thirty-Four Dollars (\$34.00) per lot per year for general purposes shall not apply to any assessments made under the provisions of this paragraph, but no special assessment shall exceed Thirty-Four Dollars (\$34.00) for any one year period.

(3) 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 title 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) Notwithstanding any other condition herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provide herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights and easements.

(c) 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 1% 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 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. Louis, 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 instruments) by executing, acknowledging and recording (at expense of the owner of the property affected) a release of such assessment with respect to any lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payment made of account of assessments.

(4) 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 numbers 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 these duties in an amount to be fixed by the majority of the Trustees.

(5) 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 by a majority of said Trustees unless otherwise provided in this Indenture.

(6) 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.

(7) Trustees shall also have the power by way of example and not by way of limitation to construct, maintain, repair and operate entrances easements and gates or walls of any type, character or descriptions, at such locations which the Trustees may deem necessary, which said easements are in, over, upon and across such portion of plate as may be used for easement purposes.

(8) The original owners of this acreage before being subdivided in the year 1972 Wm. L. Howe, Jr., and Helen Gould Howe, have retained their home and are not included in subdivision regulations or assessments.

RESTRICTIONS

1. These covenant shall be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, shall run with the land and shall be binding upon the Parties hereto and future 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 the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change there covenants 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 1700 square feet. Minimum cost of house shall not be less than \$35,000.00 based on cost levels prevailing at date these covenants are recorded.

3. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence, hedge or mass panting shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line; also no fence may be erected on lots bordering on parks unless approved by the Trustees. In the event the Trustees fail to approve or disapprove within 30 days after plans and specifications have been submitted to them, or in any event if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval shall not be required and related covenants shall be deemed to have been fully complied with.

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE: The initial Architectural Control Committee shall be Ralph Emmendorfer Jr. Ralph Emmendorfer Sr., and Harold Doerste, who by their signatures to this instrument have consented to act in such capacity. The initial members of the committee and their successors shall serve at the pleasure of the Trustees. In the event of any vacancy on the Committee caused by resignation or otherwise, such vacancy shall be filled by a vote of the majority of the Trustees of the subdivision.

4. **BUILDING LOCATIONS:** No building shall be located on any lot nearer to the front lot 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 esver, 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, or which may obstruct or retard the flow of water through 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 public authority or utility company is responsible.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks, travel or camping trailers, pick-up trucks with camper bodies, boats or commercial vehicles be regularly parked in streets, yards, or driveways of Subdivision. No fence, patio, tool shed, dog house or other outbuilding, clothes line, clothes pole, or cloths drying structure may be erected, and no debris or materials may be placed or stored on any lot without specific approval of the Architectural Control Committee. No automobiles, trucks, travel or camping trailers, pick-up trucks with camper bodies and boats may be parked, placed or stored in front of, beside or behind any house or on any lot in the Subdivision either temporarily or permanently. Occasional overnight parking will not be considered a violation of this provision.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent shack., barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently provided, however that Grantor herein reserves the right to use and occupy one or more lots for display houses to be built by the Grantor in this Subdivision as display houses, as its sales and construction office during the development of this Subdivision, and until the last lot in said Subdivision is improved and sold; and provided further, that Grantor reserves unto itself the right to amend the building lines on any lot in said plat or plats to correct minor violation of said building lines which may have occurred during the construction of Improvements on any such lot in said Subdivision.

8. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained for commercial purpose.

9. 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 incinerators 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 feet to any park area.

10. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot.

11. SLOPE CONTROL AREAS: Slope control areas are reserved as shown on the recorded subdivision Plat. Within these slope control areas no structure, planting or other material 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, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through 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.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 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 25 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.

13. 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 park or edge of an open water course.

GENERAL PROVISIONS

1. There are and will be situated in the above described tract certain areas designated as "Common Land" and Trustees are authorized to negotiate any required or useful utility easements for sewers or other uses across or through said "Common Land"; any payment received for any such easements shall be refunded to Party of the First Part as reimbursement of part of the initial costs of obtaining said utilities to the tract. Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the parks and streets 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. Louis County or any other similar agency which may exist hereafter shall establish park and street maintenance of the area affected.

2. Any and all future tracts of land, platted as a part of Highcroft Estates Subdivision in St. Louis County, Missouri, shall be governed by the restrictions contained in this Indenture.

3. 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 any may be brought to restrain any such violation and/or to recover damages therefore.

4. LIABILITY OF TRUSTEES: TRUSTEES NOT TO BE COMPENSTED:

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 store 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 Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

5. SEWERABILITY: 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,

6. AMENDMENT: This Indenture of Trust and Restrictions and any part thereof may be modified, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of two thirds (2/3) of the lot in the subdivision then included under the terms of this Indenture, subject to the following: So long as R. Emmendorfer Realty and Development Co., or their successors are the owners of any lot in any section of HIGHCROFT ESTATES SUBDIVISION, they may modify, amend, or change the side yard and building lines as established herein, and may modify and amend any or all of the terms, conditions, and provisions including the jurisdiction of this instrument beyond its original boundaries hereof, any such amendment, alterations, changes, additions or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deed for the County of St. Louis, Missouri, shall become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration change or discontinuance shall require the consent of R. EMMENDORFER REALTY AND DEVELOPMENT CO., so long as they are owners of more than two lots in said subdivision. The power of Amendment herein contained shall not apply to the areas shown as "Common Land" on the various plat of HIGHROFT ESTATES SUBDIVISION. No to the section providing for assessment for development and maintenance of said "Common Land".

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

R. EMMENDORFER REALTY & DEVELOPMENT CO.

_____ Secretary	_____ Ralph Emmendorfer, President
ARCHITECTURAL CONTROL COMMITTEE	PARTIES OF THE FIRST PART
_____ Ralph Emmendorfer, Jr.	_____
_____ Judith Ann Emmendorfer	_____
_____ Ralph Emmendorfer, Sr.	_____ PARTIES OF THE SECOND PART- TRUSTEES

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 23RD day of May 1972, before me appeared RALPH EMMENDORFER JR., to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT OF R. EMMENDORFER REALTY AND 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 RALPH EMMENDORFER JR., 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 Sate aforesaid, the day and year first above written.

My term expires: 11/17/75

State of Missouri

County of St. Louis)ss. On this 23rd day of May 1972, before me personally appeared RALPH EMMENDORFER JR., JUDITH ANN EMMENDORFER, AND RALPH EMMENDORFER SR, 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: 11/17/75

AMENDMENT TO INDENTURE OF RESTRICTOINS

of

HIGHCROFT ESTATES

THIS AMENDMENT, MODIFICATION AND CHANGE, made as of this 15th day of November 1984, to Indenture of Restrictions of HIGHCROFT ESTATES dated May 23, 1972 and recorded June 13, 1972 as daily No. 242, Book 6591 Page 2320 of the Office of the Recorder of Deeds of St. Louis County Missouri,

WITNESSETH THAT

WHEREAS, at a meeting of the property owners in Highcroft Estates held on November 15, 1984, a proposal was submitted for vote to amend the Indenture as follows:

ASSESSMENTS. Paragraph 2(a) to be amended to read:

“The Trustees and their successors are authorized to make uniform assessments except as hereafter provided, or not to exceed Sixty Five Dollars (\$65.00) 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 power of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions adequately to maintain streets if required, “Common Land”, utilities, street lights, 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 enerla welfare of the property owners”.

NOW THEREFORE, at this meeting a two-thirds majority of the lot owners present and voting, voted to adopt the foregoing amendment to the Indenture of Restrictions of Highcroft Estates.

We, the undersigned Trustees, do amend, modify and change the Indenture of Trust and Restrictions of Highcroft Estates to read as above cited.

Ronald J. Henschen

Tom Huyer

Sandra A. Krumrey

STATE OF MISSOURI

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) ss.

COUNTY OF ST. LOUIS

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On this 15th day of November, 1984, before me personally appeared

Ronald J. Henschen, Tom Huyer and Sandra A Krumrey, Trustees

Trustees of Highcroft Estates, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same s their free act and deed as Board of Trustees of Highcroft Estates subdivision.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County of St. Louis and State aforesaid, the date and year first above written.

Notary Public