

INDENTURE OF TRUST AND RESTRICTIONS
OF
BEE TREE ESTATES ADDITION,
A SUBDIVISION OF ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS, made and entered into this 26 day of July, 1994 by and between SUNTIDE HOMES DEVELOPMENT, INC., a Missouri corporation, Party of the First Part (hereinafter sometimes referred to as "Owner"), and DAVID NOTHUM, GLENETTE NOTHUM and MARK SCHEIPETER, all of the County of St. Louis, State of Missouri, Parties of the Second Part (hereinafter sometimes collectively referred to as "Trustees").

WITNESSETH THAT:

WHEREAS, the St. Louis County Council, approved the Record Plat for Bee Tree Estates Addition subdivision, the legal description marked Exhibit A hereto attached, in accordance with a Preliminary Plat so that the plat may now be recorded; and

WHEREAS, common land, cul-de-sacs, street lights and easements have been reserved in Bee Tree Estates Addition; and

WHEREAS, there may be designated, established and recited on the recorded plat of Bee Tree Estates Addition certain streets, common land, easements, and any other non-public items which are for the exclusive use and benefit of the residents of Bee Tree Estates Addition except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage and other facilities and public utilities for the use and benefit of the residents of Bee Tree Estates Addition; and

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

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

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto, each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold

through them, together with their heirs, successors, or assigns, any of the lots, and parcels of land in any plat of Bee Tree Estates Addition, all as described herein as follows, to-wit:

- I. CONVEYANCE TO TRUSTEES
 - II. RESERVATION OF EXPENDITURES
-

I

CONVEYANCE TO TRUSTEES

WHEREAS, First Party shall by General Warranty Deed executed simultaneously herewith convey to the Trustees herein designated in perpetuity the following described real estate, situated in the County of St. Louis, Missouri:

The common area as marked on the record plat of Bee Tree Estates Addition subdivision, according to the plat thereof recorded on the 27 day of July, 1994 as Daily No. ____ of the St. Louis County Recorder's Office.

This trust shall continue for the duration of Bee Tree Estates Addition, a subdivision to be developed under the Ordinances of St. Louis County, it being the intent of the First Party that the common properties held hereunder be and remain used and maintained for the sole benefit and use and enjoyment of all unit owners and residents so long as all or part of Bee Tree Estates Addition shall be developed for residential purposes in substantially the form presently anticipated.

Upon vacation of the subdivision, title to the common land shall thereupon be conveyed by the then Trustees to the then lot owners of Bee Tree Estates Addition as tenants in common. The rights of the tenants in common shall only be exercisable appurtenant to and in conjunction with their lot ownership. Any conveyance or change in ownership of any lot shall convey with it ownership in the common property, and no interest in the common property shall be conveyed by a lot owner except in conjunction with the sale of a lot. The sale of any lot shall carry with it all the incidents of ownership of the common property although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the trustees shall be abrogated.

II

RESERVATION OF EXPENDITURES

First Party 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 sewers, gas, pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or, fees, charges and expenses incurred with respect to the creation of any subdivision in the tract described in Exhibit A attached hereto and made a part hereof.

III

DESIGNATION AND SELECTION OF TRUSTEES

1. Initial Trustees. The initial Trustees shall be David Nothum, Glenette Nothum and Mark Scheipeter, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity, subject to the terms and provisions of this paragraph. Whenever any of the said initial Trustees resign, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time an election of trustees is required as hereinafter set forth.

2. Successor Trustees. One-third (1/3) of the Trustees shall be chosen by owners of the lots after fifty percent (50%) of the lots in Bee Tree Estates Addition have been sold; two-thirds (2/3) of the Trustees shall be chosen by owners of the lots after ninety-five percent (95%) of all of such lots in Bee Tree Estates Addition have been sold; all of the Trustees shall be chosen by owners of the lots after all of such lots of Bee Tree Estates Addition have been sold. The election of a successor trustee shall be called by notice of a meeting signed by the Owner, or the successor or assign of the Owner, sent by first class mail or personally served upon all of the record lot owners at least ten (10) days before the date of such meeting. This notice shall set forth the purpose of electing a trustee and the time and place of the meeting which shall be within St. Louis County. This meeting shall be held within sixty (60) days of the date when fifty percent (50%) of the lots have been sold and within sixty (60) days of the date when ninety-five percent (95%) of the lots have been sold. The successor trustees so elected shall serve until all of the lots have been sold.

When all of the lots have been sold a notice of meeting, signed by the Owner or the successor or assign of the Owner, shall be sent by first class mail or personally served upon all the record lot owners, at least ten (10) days before the date of such meeting. This notice shall set the date of the meeting within sixty (60) days of the time when all of the lots have been sold and such notice shall state that the purpose of the meeting is to elect three (3) trustees. The notice shall specify the time and place of meeting, which place shall be in St. Louis County, Missouri. At such meeting, or 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 to serve until their successors have been duly appointed or elected and qualified. After three (3) have been elected, by lot one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their successors being elected to terms of three (3) years each. Thereafter, one (1) trustee shall be elected each at an annual meeting called by the trustees on ten (10) days notice, said notice to be given as set out above and specifying the purpose of the meeting, the time and place of same, which shall be in St. Louis County. The annual meeting of homeowners shall be held on the fourth Thursday of April each year or, if that date is not convenient, within twenty-one (21) days of the fourth Thursday of April each year.

The budget and assessment determination meeting of homeowners shall be held on the fourth Thursday of October each year or, if that date is not convenient, within twenty-one (21) days of the fourth Thursday of October each year.

At all meetings, each lot owner whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The results of such elections shall be certified by the persons elected Chairman and Secretary. Whenever there is a vacancy among the trustees, said vacancy shall be filled by a person designated by the remaining trustees, to serve the unexpired term of the trustee replaced.

Special meetings may be called by the trustees, with notices given in the same manner as hereinabove provided and any business relevant or pertinent to the affairs of any plat of Bee Tree Estates Addition may be transacted at any meeting of owners in conformity with this procedure.

3. Replacement of Trustees. Where the provisions of this Trust Indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the County Council may upon the petition of any concerned resident or lot owner of Bee Tree Estates Addition, appoint one or more Trustees to fill vacancies until such time as Trustees are elected in accordance with this Trust Indenture. Any person so appointed who is not a resident or owner of a lot in Bee Tree Estates Addition shall be allowed a reasonable fee for his services by order of appointment, which fee shall be levied as a special assessment against the property of Bee Tree Estates Addition, and which shall not be subject to any limitations on special assessments contained in the Trust Indenture or elsewhere.

IV

TRUSTEES' DUTIES AND POWERS

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

1. Common Ground. To acquire and hold the common land hereinabove described and conveyed to Trustees by separate instrument on even date herewith, which said common land is set forth and shown on the plat of Bee Tree Estates Addition, all in accordance with and pursuant to the aforesaid resolution of the St. Louis County Council and in accordance with and subject to the provisions of this instrument, and to deal with any common lands so acquired under the provisions hereinafter set forth.
2. Easements. To exercise such control over the easements, (including the right to abandon an easement by properly recorded instrument when it is determined by the Trustees that abandonment is in the best interest of the subdivision) streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), entrance lights, street lights, common land, cul-de-sacs, (including restrictions of use of same), shrubbery, entrance markers and any other non-public items, storm water sewers and detention areas, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the plat of Bee Tree Estates Addition as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street lights, entrance markers, streets, detention areas, roads and any other non-public items by the necessary public utilities and others, including the right (to themselves and 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. Control of Common Ground. To exercise control over and to maintain the common land and cul-de-sacs shown on the plat for the full term of this Indenture; to repair, maintain and improve same with shrubbery, vegetation, decorations, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of lots in Bee Tree Estates Addition in conformity with applicable law; to prescribe by reasonable rules and regulations the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots in Bee Tree Estates Addition and according to the discretion of the Trustees.
4. Enforcement. To prevent, as Trustees of an express trust, an infringement and to compel the performance of any restrictions set out in this Indenture or established by law or ordinance, and to enforce any rules and regulations issued by said Trustees covering the use of said common land or any matters relating thereto.

The Trustees may establish, enact and enforce written rules and regulations governing the residents and use of the subdivision lots and common ground to ensure that all residents and owners may peacefully enjoy their property and that the subdivision will provide a living atmosphere as intended by this Indenture. In so acting the Trustees may establish a series of reasonable fines to be imposed upon the owners of the lots of Bee Tree Estates Addition for violations of the rules and regulations established. If not paid within sixty days, such fines shall become a lien on the lot whose owner or occupant violates the rules or regulations. The Trustees shall establish and adopt written procedures to ensure notice of the rules and regulations and to give notice of violations and the imposition of fines for such violations and penalties to be imposed for failure to pay such fines when due. Penalties so imposed, if not paid within sixty days, shall also become a lien on the lot of the violating owner or occupant. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf to enforce the restrictions set forth herein, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory. In exercising this power and the power to collect assessments hereinafter granted, the Trustees shall have the right to engage the services of attorneys and to recover costs and attorneys fees in a reasonable amount as part of any settlement or judgment obtained. Such attorney's fees shall become a lien on the lot of the owner that has violated the terms of this Indenture.

5. Dedication. To dedicate to public use any private streets constructed or to be constructed on the afore described tract of land, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

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

7. Building Plans. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, satellite dishes, antennas, swimming pools and tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, satellite dishes, antennas, swimming pools, tennis court 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 therefore and to the grade proposed therefore. In the event the Trustees fail to approve or disapprove

within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings, satellite dishes and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with. EXCEPT THAT the First Party, its successors or assigns shall not be governed by the terms and provisions of this Paragraph and Paragraph 3 of Article VI as same pertain to the main residential building and related buildings and structures initially constructed by First Party and the First Party, its successors and assigns may construct any building or structure that it may desire so long as it complies with the ordinances of St. Louis County. Satellite dishes, except for good cause shown, shall be limited in size to 24 inches in diameter and located behind the residence or on the rear half of the residence. Antennae, except for good cause shown, shall be located behind the residence or on the rear half of the residence and no more than ten (10) feet above highest peak of roof line. For both satellite dishes and antennae, (1) reception is the primary good cause for variance and (2) additional installation cost to comply is not a good cause for variance.

In exercising the powers herein granted for approval or disapproval, the Trustees shall consider, among other things, the aesthetics of any proposed construction and its impact on the overall appearance of Bee Tree Estates Addition.

The Trustees shall have the power to grant such variances to the above restrictions as they deem necessary.

8. Deposits and Fees. 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 the adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9. Insurance. To purchase and maintain in force, liability insurance, protecting Trustees and lot owners from any and all claims, for personal injuries and property damage arising from use of common areas and facilities; to insure the Trustees for claims against them arising out of decisions, acts or failure to act in their capacity as Trustees; to bond the Trustees, or any person or entity that handles funds of the lot owners, to insure against loss by misappropriation by such party.

10. Right to Contract. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable for the betterment and protection of the subdivision and to provide for the health, safety and welfare of the lot owners and occupants and to defend suits brought against them individually or collectively in their capacity as Trustees.

11. Condemnation. 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, 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 property, roads or easements.

12. Compliance. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances rules and regulations of St. Louis County or any other municipality of which the property 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 maintenance and operation of all easements, streets and roads, cul-de-sacs, detention areas, entrance lights, street lights, common land, shrubbery, entrance markers and any and all other non-public items including, but not limited to storm water sewers and detention areas, sanitary sewer trunks and all other items used by the owners of the lots in Bee Tree Estates Addition.

13. Voting Procedures—Other Than Trustee Elections. At any subdivision meeting, a homeowner (in person or by proxy) may submit a proposal for voting. The proposal will be voted on by written ballot (by mail or at a future subdivision meeting). If by mail, ballots will be returned for counting to the City & Village Tax Office or the then current subdivision administrative office. If at a future subdivision meeting, the proposal must be detailed in the published agenda (which is to be sent by first class mail or personally served upon all the record lot owners at least ten days before such meeting) and ballots will be counted by the Trustees present. Proposals for Indenture changes require written consent (in person or by proxy) of two-thirds of all the owners of lots (see VI.14) – that is, at least 16 owners must agree (in person or by proxy) to the change. Other proposals require a simple majority (in person or by proxy) of those voting. A simple majority is any percent over fifty percent (50%).

V
ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in Bee Tree Estates Addition for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument.

1. (a) Annual Assessments. The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed Four Hundred Dollars (\$400.00) per lot in each calendar year upon and against each lot in any plat of Bee Tree Estates Addition upon which a residence has been constructed, for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the further purpose of enabling the Trustees to defend and enforce restrictions adequately, to maintain streets, if required, common land, utilities, parking spaces, street lights, cul-de-sacs, detention areas, entrance gates and markers, and trees, and all other non-public items 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 residents of Bee Tree Estates Addition.

Commencing with the sixth annual assessment to be made hereunder, and each five years thereafter, the fixed annual assessment per lot shall not exceed the greater of (i) Four Hundred Dollars (\$400.00) or (ii) the number of dollars equivalent to the purchasing power of Four Hundred Dollars (\$400.00) for the month in which this Indenture is recorded. Such number of dollars shall be determined by dividing Four Hundred Dollars (\$400.00) by the index for said month of recording as computed in the Consumers Price Index made by the Bureau of Labor Statistics of the United States Department of Labor for St. Louis Urban Wage Earners and Clerical Workers, and then multiplying the quotient by the similar index number for the month in which the sixth annual assessment (and each succeeding sixth annual assessment thereafter) commences. If the Bureau of Labor Statistics shall change the base period in effect during the month in which this Indenture is recorded, the new index figure applicable as a divisor and multiplier shall be correspondingly changed. In the event such statistics shall no longer be available the most nearly similar statistics showing the purchasing power of United States Dollars shall be used instead, and the table to be used shall be designated by the Trustees.

Lots not improved with a residence five (5) years from the date of recording of the plat creating said lots shall be annually assessed at the same rate a lot improved with a residence is assessed; provided, however, the assessment provisions of this Indenture shall not apply to any vacant lot owned by First Party, nor to any lot having thereon a building which lot and building are offered for sale

by First Party, but if a residence retained by First Party is occupied, it shall be subject to the assessment provisions hereof.

The initial annual assessment against a lot shall begin on the first day of the month beginning after the date the original home purchaser took title from First Party or in the event of a residence retained by First Party on the date the residence was first occupied and the initial amount of assessment due shall be an amount equal to the fraction of the year remaining times the annual assessment for that calendar year. Thereafter the total annual assessment shall be due against the lot regardless of whether or not the residence is occupied.

1. (b) Special Assignments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required, to the owners of each lot in the subdivision. This additional assessment including an increase in the annual assessment from that time forward must then be approved in writing by fifty-five percent (55%) of the record owners of the lots in the subdivision. The approval may be obtained by the Trustees by securing the signatures of not less than fifty-five percent (55%) of the owners of the lots in the subdivision to an agreement authorizing the additional assessment or by the affirmative vote of at least fifty-five percent (55%) of the owners of the lots in the subdivision at a meeting called for such purpose. Notice of such additional assessment shall be given with such assessment becoming delinquent thirty (30) days after the date of such notice.

1. (c) Storm Water Sewers. The Trustees are hereby authorized and directed to make and collect a separate annual assessment for storm water sewers and facilities, until such time that all said storm water sewers and facilities are dedicated to and accepted by the Metropolitan St. Louis Sewer District or its successors or assigns; such assessment amount shall be Twenty-Five Dollars (\$25.00) annually.

2. Delinquent Interest. All assessments shall bear interest at the rate of fifteen percent (15%) per annum from the date of delinquency and such assessments, together with interest shall constitute a lien (if not paid within 60 days after written notification) upon a dwelling until against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Records Office of St. Louis County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages, or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property attached) 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. In the event that the Trustees are required to incur attorneys' fees in order to collect any delinquent assessments, said Trustee shall have the right to collect such attorneys' fees from the lot owner and such fees, if not paid within 60 days after written notification, shall be a lien on the lot until paid.

3. Depository. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or at an administrative services agency such as City & Village Tax Office. The treasurer shall be bonded for the proper performance of his duties in an amount fixed by the Trustees.

4. Budget. All assessments, made by the Trustees for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit:

(a) The Trustees shall annually prepare a budget in which the anticipated revenue and anticipated expenditures for the ensuing calendar year are set forth. The Trustees shall attempt to limit the anticipated expenditures so that the same do not exceed the anticipated revenues.

(b) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of a fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of assessment upon the lot or dwelling unit itself.

VI

INDENTURE OF RESTRICTIONS

The Party of the First Part, being the owner of the following described real estate lying and being situated in St. Louis County, Missouri and being more particularly described in Exhibit A attached hereto and made a part thereof, by this Indenture does impose upon all lots and common land in Bee Tree Estates Addition the following restrictions and conditions, to-wit;

1. Term. These restrictions shall run with the land and shall continue for the duration of Bee Tree Estates Addition and shall be binding on all parties and all persons claiming under them.

2. Land Use and Building Type. All lots in Bee Tree Estates Addition shall be used only for single-family residential dwellings.

A one story single family dwelling shall contain at least one thousand five hundred (1,500) square feet of living space, excluding basement areas.

A two story or split level single family dwelling shall contain at least one thousand eight hundred (1,800) square feet of living space, excluding basement areas.

3. Placement of Improvements. Buildings shall be placed on lots only in the manner approved by the Trustees, subject to terms and provisions of Article IV, Paragraph 7, with the front and side building setback lines being at least those required by St. Louis County zoning ordinances for the subdivision.

4. Easements. The easements shown on the recorded plat for installation and maintenance of utilities, detention areas and drainage facilities are hereby reserved and the same shall run with the land.

5. Signs. No signs shall be erected or displayed in public view on any lot except one (1) sign, not larger than eight (8) square feet, advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by the Party of the First Part, its successors and assigns in the development of the subdivision. Should the Party of the First Part not develop all the lots and should it convey lots to other builders, such other builders or developers shall have the right to place suitable signs on lots during construction and prior to initial sale of the buildings constructed thereon.

6. Livestock and Poultry. No animals, livestock or poultry shall be raised, bred or kept on any lot, EXCEPT THAT, household pets, in limited numbers as set by the Trustees, may be kept provided they are not maintained for any commercial purposes.

7. Fences; Garages; Outbuildings. Only fencing of the type and material as set forth in Exhibit B, attached hereto, will be permitted for boundary fences on any lot in Bee Tree Estates Addition. The Trustees shall not have the power or discretion to vary from such fencing requirement for yard fences. With approval of the Trustees, other fences can vary from the type and material set forth in

Exhibit B. All fences erected in accordance with the provisions set forth above shall be limited to the area behind the rear building line of the existing residence unless otherwise permitted by the Trustees. All garages must be attached to the main residential structure. No carports shall be allowed. No sheds or other type of outbuilding may be placed on any lot without prior written approval of the trustees of the plans for same and the location of such shed or outbuilding.

8. Above Ground Structures. No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.

9. Vehicles. No trucks identified as commercial or used for commercial purposes, campers, recreational vehicles, trailers, boats and/or construction vehicles of any kind and description may be parked on any of the streets of the subdivision; all such vehicles must be either garaged or parked in the driveway of the residence to the rear of the rear building line; provided however, First Party, its successors and assigns, shall be permitted to park all types of construction vehicles and equipment during the construction of residences upon the various lots in the subdivision. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the common ground or the lots of this subdivision. If said motor vehicles are so stored or remain on the aforesaid premises, Trustees shall take the necessary action to remove same and in doing so, the Trustees or their designated agent may enter upon any lots to carry out the terms and duties herein imposed.

10. Trash Hauling. Only one trash hauler shall service the subdivision and such trash hauler shall be designated by the Trustees.

11. Nuisances. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance.

12. Liability 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 payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items in excess of the assessment 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 except as otherwise provided for herein.

VI. INDENTURE OF RESTRICTIONS

13. Grade. Party of the First Part may establish and change grades of the lots and Party of the First Part is hereby granted an easement onto all the lots of the subdivision in order to grade or change said grade. No individual owner may change the grade of his lot without prior written approval of the Trustees, said approval to be obtained by having the Trustee approve the plans for same as set out in Article IV, Paragraph 7 above.

14. Amendment. Provisions herein may be amended, modified or changed from time to time by First Party, its successors or assigns so long as they own a lot in Bee Tree Estates Addition by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided such amendment, modification or change is approved by the Planning Director of St. Louis County, Missouri. Thereafter, this Indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of all the owners of lots or parcels within Bee Tree Estates Addition with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. No such amendment, modification or change shall (1) reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of common land and the power to levy assessments thereof as set out in Article V above or (2) eliminate the requirement that there be Trustees unless some persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

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

VII

SUBJECT TO ST. LOUIS COUNTY ORDINANCES

Notwithstanding the provisions of this Indenture, Bee Tree Estates Addition shall be subject to the provisions of all St. Louis County Ordinances pertaining to this Subdivision and the provisions of said Ordinances supersede the provisions of this Indenture.

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

EXHIBIT A
LAND DESCRIPTION

A TRACT OF LAND BEING LOT 38 OF CLIFTON HEIGHTS A SUBDIVISION RECORDED IN PLAT BOOK 1, PAGES 16 AND 17, IN TOWNSHIP 43 NORTH, RANGE 6 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE AT THE MOST NORTHERLY CORNER OF SAID LOT 38, SAID POINT ALSO BEING IN THE SOUTHWEST CORNER OF TAM O'SHANTER A SUBDIVISION RECORDED IN PLAT BOOK 102, PAGE 50 AND 51, THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION SOUTH 49 DEGREES 29 MINUTES 10 SECONDS EAST A DISTANCE OF 354.57 FEET TO A SET IRON PIN AND CAP STAMPED 219-D; THENCE SOUTH 19 DEGREES 32 MINUTES 01 SECONDS EAST A DISTANCE OF 198.00 FEET TO A SET IRON PIN AND CAP STAMPED 219-D; THENCE SOUTH 66 DEGREES 17 MINUTES 00 SECONDS EAST A DISTANCE OF 528.29 FEET TO A SET IRON PIN AND CAP STAMPED 219-D; THENCE SOUTH 75 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 82.70 FEET TO A FOUND IRON PIPE IN THE WEST LINE OF CHRISTOPHER OAKS A SUBDIVISION RECORDED IN PLAT BOOK 286, PAGE 9 AND 10; THENCE ALONG SAID WEST LINE SOUTH 15 DEGREES 21 MINUTES 56 SECONDS WEST A DISTANCE OF 201.02 FEET TO A SET IRON PIN AND CAP STAMPED 219-D; THENCE SOUTH 01 DEGREES 24 MINUTES 47 SECONDS EAST A DISTANCE OF 664.14 FEET TO A SET IRON PIN AND CAP STAMPED 219-D IN THE WEST LINE OF CLIFTON HEIGHTS A SUBDIVISION RECORDED IN PLAT BOOK 198, PAGE 51; THENCE SOUTH 40 DEGREES 52 MINUTES 30 SECONDS WEST A DISTANCE OF 137.66 FEET TO A SET IRON PIN AND CAP STAMPED 219-D IN THE NORTH LINE OF A TRACT OF LAND CONVEYED TO ST. LOUIS COUNTY, IN DEED BOOK 7962, PAGE 1755; THENCE ALONG SAID NORTH LINE NORTH 72 DEGREES 16 MINUTES 30 SECONDS WEST A DISTANCE OF 200.24 FEET TO A SET IRON PIN AND CAP STAMPED 219-D AT THE NORTH EAST CORNER OF A TRACT OF LAND CONVEYED TO ST. LOUIS COUNTY, IN DEED BOOK 6936, PAGE 1755; THENCE ALONG THE NORTH LINE OF SAID TRACT OF LAND NORTH 82 DEGREES 24 MINUTES 13 SECONDS WEST A DISTANCE OF 332.96 FEET TO A SET IRON PIN AND CAP STAMPED 219-D IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO ST. LOUIS COUNTY IN DEED BOOK 6950, PAGE 1024; THENCE ALONG THE SAID EAST LINE NORTH 09 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 1528.43 FEET TO A POINT IN THE EAST LINE OF BEE TREE ESTATES A SUBDIVISION RECORDED IN PLAT BOOK 171, PAGE 24, SAID POINT ALSO BEING THE POINT OF BEGINNING AND CONTAINING 18.38 ACRES MORE OR LESS.

END OF DESCRIPTION

EXHIBIT B FENCING SPECIFICATIONS

EXHIBIT "B"
vinyl



- A** TOP RAIL
2" X 4" X 90"
ROUTED TO ACCEPT PICKETS
- B** PICKET SPACING
17 SPACES OF 3-5/8"
- C** PICKETS
16 PIECES OF 7/8" X 1-1/2" X 49"
- D** BOTTOM RAIL
2" X 4" X 90"
ROUTED TO ACCEPT PICKETS.
INCLUDES STEEL REINFORCEMENT
CHANNEL. DRAIN HOLES ARE
PRE-DRILLED.
- E** POST
4" X 4" X 84" FOR IN-GROUND
INSTALLATION. 4" X 4" X 60" FOR
ABOVE GROUND INSTALLATION.

FILED FOR RECORD
00 SEP 13 PM 1:30
MARLENE CASTLE RECORDER
JEFFERSON COUNTY, MO.

RECORDING FEE \$ 1400
STATE USER FEE 3300
TOTAL \$ 2700
HTZ