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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:MKIMBLE

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1.	**Title of Document:**	**Indenture of Trust and Restrictions for Wyndemere Estates**
2.	**Date of Document:**	**November 19, 2015**
3.	**Grantor(s):**	**Artisan Residential Services, LLC** **McKelvey Homes, L.L.C.**
4.	**Grantee(s):**	**Wyndemere Estates Homeowners Association**
5.	**Statutory Mailing Address(es):**	
	Grantee's Mailing Address:	c/o McKelvey Homes, L.L.C. 218 Chesterfield Towne Centre Chesterfield, Missouri 63005
6.	**Legal Description:**	**See Exhibit A annexed to the document**
7.	**Reference(s) to Book and Page(s):**	**N/A**

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.

INDENTURE OF TRUST AND RESTRICTIONS FOR WYNDEMERE ESTATES, CITY OF LAKE SAINT LOUIS, ST. CHARLES COUNTY, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR WYNDEMERE ESTATES (the "Indenture"), made and entered into this 19th day of November, 2015, by and between ARTISAN RESIDENTIAL SERVICES, LLC, an Ohio limited liability company, and MCKELVEY HOMES, L.L.C., a Missouri limited liability company, hereinafter collectively referred to as "Grantor," and WYNDEMERE ESTATES HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation, hereinafter referred to as the "Association" or, for purposes of recording this Indenture in the St. Charles County Records, "Grantee."

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of real property (the "Property") located in the City of Lake Saint Louis, St. Charles County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantor has caused the Property to be subdivided under the name "Wyndemere Estates" (sometimes hereinafter referred to as the "Subdivision"), and has caused or will cause the record Plat(s) of such Subdivision to be recorded in the St. Charles County Records; and

WHEREAS, Common Ground has been or will be reserved on the Plat(s) of the Subdivision, and there has been and will be designated, established and recited on such Plat(s) certain streets, Common Ground and easements which are for the exclusive use and benefit of the residents of the Subdivision, 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 sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to protect the Subdivision against certain uses, and to apply the plan contained in this Indenture to all of said land described herein, including all Common Ground, and mutually to benefit, guard and restrict future residents of the Subdivision and to foster their health and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (all of which are sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the tract 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 receipt and sufficiency of which is hereby acknowledged, 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 the Subdivision, all as hereinafter set forth:

ARTICLE I

DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Association" shall mean and refer to the Wyndemere Estates Homeowners Association, a Missouri nonprofit corporation, and its successors and assigns.

2. "Board" or "Directors" shall mean the Board of Directors of the Association.

3. "City" shall mean and refer to the City of Lake Saint Louis, Missouri, a municipal corporation and political subdivision of the State of Missouri.

4. "Common Ground" shall mean and refer to all real property and the improvements thereon owned by the Association and all easements, licenses and other rights held by the Association for the common use and enjoyment of all Owners including, without limitation, parks, open spaces, cul-de-sac islands, recreational facilities, lakes, streets, designated off-street parking spaces, paths, trails, walkways, storm water and sanitary sewers and drainage facilities, retaining walls, subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the record Plat(s) of the Subdivision. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.

5. "County" shall mean and refer to St. Charles County, Missouri.

6. "Grantor" shall mean and refer to Artisan Residential Services, LLC, an Ohio limited liability company, and McKelvey Homes, L.L.C., a Missouri limited liability company, their successors and assigns, including, but not limited to, any builder or developer who purchases vacant Lots or parcels of land constituting a portion of the Property for the purpose of building residences thereon for sale to third persons and any lender who succeeds to Grantor's title to all or any portion of the Property or rights under this Indenture.

7. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Wyndemere Estates, City of Lake Saint Louis, St. Charles County, Missouri, as from time to time amended.

8. "Living Unit" shall mean and refer to any structure constructed upon a Lot in the Subdivision designed and intended for independent residential use.

9. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on the recorded subdivision Plat(s) of the Property.

10. "Member" shall mean and refer to a member in the Association.

11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.

12. "Plat(s)" shall mean the record Plat(s) of the Subdivision as approved by the City and recorded in the County Records.

13. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

ARTICLE II

DURATION OF TRUST

The trust created under this Indenture shall continue until such time as the Plat(s) of the Subdivision may be vacated by the Board of Aldermen of the City, or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of all Lots constituting a part of the Property, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by said Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot, and any sale of any Lot shall, without specifically mentioning it, carry with it all the incidents of ownership of the Common Ground.

ARTICLE III

RESERVATION OF EXPENDITURES

Grantor 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 for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the Property.

ARTICLE IV

THE ASSOCIATION AND ITS MEMBERS

1. Function of Association. The Association is responsible for management, maintenance, operation and control of the Common Ground and for enforcement of this Indenture.

2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Article IV, Section 3 of this Indenture, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. The Association shall have two classes of membership, i.e., Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under Article IV, Section 2 of this Indenture, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Article IX, Section 8 of this Indenture.

(b) Class "B." The Class "B" Member shall be the Grantor. The Class "B" Member shall be entitled to three (3) votes for each Lot owned.

The Class "B" membership shall terminate upon the earlier of:

(i) when the total number of votes held by the Class "A" Members equal the total number of votes held by the Class "B" Member; or

(ii) December 31, 2024; or

(iii) when Grantor, in its sole discretion, so determines and declares in an instrument recorded in the St. Charles County Records.

Upon termination of the Class "B" membership, Grantor shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

ARTICLE V

DESIGNATION AND SELECTION OF DIRECTORS
AND MEETINGS OF MEMBERS

1. Original Directors. The Board of Directors of the Association shall consist of three (3) Members. The original Directors shall be Laura Green, Phillip R. Brennan and Robert M. Henson, who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor resign other than as required by Section 2 of this Article V, refuse to act, become disabled or die, Grantor shall have the power to appoint, by duly written, recorded instrument, a successor Director who shall serve until his successor is elected by the Members in the manner hereinafter provided.

2. Election of Directors. Within ninety (90) days after fifty percent (50%) of the Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of one (1) of the original Directors, and a successor Director shall be elected by the then Class "A" Members. Within ninety (90) days after seventy five percent (75%) of the Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of a second original Director, and a successor Director shall be elected by the then Class "A" Members. The two (2) Directors elected by the Class "A" Members pursuant to the foregoing provisions shall serve until thirty (30) days after all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, or until such earlier time as Grantor may determine, when the term of such elected Directors shall expire and Grantor shall cause the resignation of the third original Director then serving hereunder, and the then Class "A" Members shall elect three (3) successor Directors, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election (the first annual meeting of the Members to be held under Section 7 of this Article V shall be held within one year from the date of such election). Thereafter, all Directors shall be elected for terms of three (3) years each.

3. Manner of Conducting Elections.

(a) The elections for the first two (2) successor Directors under Article V, Section 2 of this Indenture shall be by mail. Notice of call for nominations shall be sent to all Class "A" Members, and shall require all nominations be received within thirty (30) days thereafter. Upon receipt, all nominations shall be compiled on an election ballot and mailed to all Class "A" Members, who shall have thirty (30) days to cast their votes and return their ballots to Grantor. The person receiving the most votes shall be elected the successor Director; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes whom is willing to serve shall be declared the Director. In the event of a tie, a runoff election shall be conducted by mail in the aforesaid manner. For purposes hereof, nominations and/or ballots shall be timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30th) day.

(b) Except as provided in Article V, Section 3(a) of this Indenture, all elections by Class "A" Members shall be held at the annual meetings to be held pursuant to Section 5 of this Article, and shall be preceded by notice signed by the Directors then in office, or should there be no Directors, then by three (3) such Members, sent by mail to or personally served upon all Class "A" Members at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Directors. The notice shall specify the time and place of meeting, which shall be in the County. At such meeting or at any adjournment thereof, the majority of the Class "A" Members attending such meeting, in person or by proxy, shall have the power to elect such Directors, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Class "A" Member, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Member constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Directors shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded.

4. Qualification of Directors.

(a) Any Director elected under the provisions of this Article shall be an Owner in the Subdivision, or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Directors shall appoint an Owner to act as the successor for the unexpired term. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the Board of Aldermen for the City or its successor may, upon petition of any concerned resident or Owner in the Subdivision, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in the manner provided in this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

(b) Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by the Class "A" Members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations also may be permitted from the floor.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairperson, who shall be a member of the Board, and three or more Members or representatives of Members. Members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed, which such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

5. Election Procedures. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

6. Removal of Directors.

(a) Any Director elected by the Class "A" Members may be removed, with or without cause, by the vote of a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term.

(d) This Section shall not apply to Directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by or elected as a representative of the Class "B" Member.

7. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of the election referenced in Section 2 of this Article V. Subsequent regular annual meetings shall be set by the Board so as to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

8. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by twenty percent (20%) of the total Class "A" Members of the Association.

9. Notice of Meetings.

(a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.

(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

10. Quorum.

(a) The presence of Members representing a majority of the total Class "A" votes in the Association shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

11. Voting and Proxies.

(a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Nonprofit Corporation Act (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Unit, such vote may be cast in person or by

proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

ARTICLE VI

ASSOCIATION'S DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the rights, powers, duties and authorities described throughout this Indenture, and, without limiting the generality of any thereof, the following rights, powers, duties and authorities:

1. Acquisition, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture, and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Grantor retains the right under Article XI, Section 5 of this Indenture to amend this Indenture, upon request of Grantor, the Directors shall cooperate with Grantor in its development of the Subdivision, and to facilitate such development, shall have the right, subject to approval by the City if required by applicable law or ordinance, in their discretion, to adjust and reconfigure the Common Ground and to grant easements thereon and convey and exchange portions thereof to Grantor and the from time to time Owners of adjoining Lots or parcels of land. The provisions

of this Article VI, Section 1, shall not be amended, modified or deleted without the prior written consent of Grantor.

2. Control of Common Ground. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance markers, retaining walls, lights, gates, park areas, lakes, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Ground as may be shown on the record Plat(s) of the Subdivision, as is necessary to maintain, repair, rebuild, supervise and assure the proper use thereof, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots, the right to establish traffic rules and regulations for the usage of driveways, private streets and parking lots in the Property, and the right to snow removal maintenance until streets have been dedicated.

3. Maintenance of Common Ground. To exercise control over the Common Ground and easements for, except as provided in Article VI, Section 2 of this Indenture, the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on said Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, 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 and residents in the Subdivision, all in conformity with applicable laws and ordinances; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Ground, all for the benefit and use of the Owners and residents in the Subdivision and according to the discretion of the Directors.

4. Maintenance of Entrance Monument Easement. There are or may hereafter be created and established on the record Plat(s) of the Subdivision entrance monument easements, and without limiting the generality of Article VI, Section 3 of this Indenture, the Association shall have the power, authority and responsibility to maintain, improve and repair any entrance monuments installed within such easements as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article IX, Section 3 of this Indenture.

5. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency.

6. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's or its successors' or assigns' development of property adjacent to the Property, the Association shall grant Grantor, the City, Public Water Supply District #2, Laclede Gas Company, Cuivre River Electric Company, Centurylink, Duckett Creek Sanitary District and other public utilities, cable and fiber optics companies and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild

and operate water, sewer, gas, telephone, power, cable television and fiber optics pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees. The provisions of this Article VI, Section 8, shall not be amended, modified or deleted without the prior written consent of Grantor.

7. Enforcement. To prevent 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 Directors governing the use of the Common Ground or any matters relating thereto. The power and authority herein granted to the Association is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of this Indenture including, without limitation, the following:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;

(ii) suspending an Owner's right to vote;

(iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or taking action to abate any violation of this Indenture in a non-emergency situation;

(v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

(vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Board's discretion. A decision not to enforce shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

8. Vacant and Neglected Lots. 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 parcels of land in the Property, and to charge the Owners thereof with the expenses so incurred. In exercising their authority under this Section 8, neither the Association nor the Directors or their respective agents or employees shall be deemed guilty or liable for trespass or for any damage or injury occasioned by or in the course of any such abatement, removal or planting.

9. Plans and Specifications. As more specifically provided in Article VII hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment, landscaping and other improvements proposed for construction, erection or installation on any Lot. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any future request or a reversal of any past request.

10. Deposits. To require a reasonable deposit in connection with the erection of any building or other structure or improvement approved in accordance with the provisions of this Indenture to assure that, upon completion of the project, all debris is removed from the site and adjacent Lots and parcels and all damage to subdivision improvements is repaired.

11. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Association and the Owners from claims for personal injuries and property damage arising from use of the Common Ground and facilities.

12. Employment. In exercising the rights, powers and privileges granted and in discharging the duties imposed upon the Association 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, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as directors of the Association.

13. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Ground.

14. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated by an Owner.

15. Easements in Gross. Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross to the Association for ingress and egress to perform its obligations and duties as required by this Indenture. Should it

be necessary to enter any Lot to effect a repair or to perform any maintenance or other duty of the Association under this Indenture, the employees, agents, contractors and subcontractors engaged by the Directors shall have authority to do so upon presentation to the Owner of a work order or other directive from the Association. All easements and rights herein established for the benefit of the Association shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE VII

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article IX of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis courts or improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree having a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until (i) the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors, or, if so appointed by the Directors in their sole discretion, by an architectural control committee composed of three (3) or more Owners, and (ii) all permits required by the City or any other governmental authority having jurisdiction over the project have been received. Reference herein to "Architectural Control Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), or such longer period as the Architectural Control Committee may indicate in writing is reasonably necessary to complete its review and analysis of such materials, approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. All requests hereunder shall be submitted to the Architectural Control Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Control Committee at the address from time to time designated for such purposes, or when receipted by the Architectural Control Committee if sent to the Committee at the aforesaid address by postage prepaid, registered or certified mail, return receipt requested.

2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Architectural Control Committee under Article VII, Section 1 of this Indenture, the following restrictions shall apply to all Lots within the Subdivision:

(a) No fence, hedge or mass planting shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line without the approval of the Architectural Control Committee and appropriate governmental authorities.

(b) No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.

(c) No separate detached buildings, storage shed, barns or other structures are to be placed on any Lot within the Subdivision.

(d) Any permitted room, garage or other addition to the improvements on any Lot shall be of similar materials and siding color as the main structure. All specifications of materials, plans and colors must first receive approval from the Architectural Control Committee.

3. Construction. If construction does not commence on a project approved under the provisions of Section 1 of this Article VII within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Control Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Directors, Grantor or any aggrieved Owner.

4. Applications. The Architectural Control Committee may, by resolution, require all applications to be filed in a specified manner to a designated address, and unless observed, the application shall not be deemed to have been received. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. Further, the Architectural Control Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5. Non-Waiver. Approval of applications or plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6. Disclaimers.

(a) Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Control Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

(b) Neither Grantor, the Directors, the Association, nor any committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

ARTICLE VIII

SEWERS AND DRAINAGE FACILITIES

1. Association's Responsibility - Detention Structures and Pipes. In addition to and without limiting its obligations under Article VI Section 4 of this Indenture, the Association shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, detention basins, and any other sanitary or storm sewers or drainage facilities located in and servicing the Subdivision.

2. Owners' Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewer line or lines servicing such Owner's Lot.

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lots lines and four feet (4') in width along the side lot lines of all Lots in the Property are hereby established for sump pump drainage purposes. Without limiting the generality of the provisions of Article VI, Section 3, or any other provision of this Indenture, the Association may, but shall not be obligated to , maintain, clean and repair all such sump pump drainage easements, and should they elect to do so, are hereby granted easements in gross upon and across the Property for ingress to and egress from such sump pump drainage easements and as otherwise required to perform their duties and responsibilities under this Indenture.

ARTICLE IX

ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments levied hereunder together with interest thereon and costs of collection thereof shall be a charge on and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision including (i) performing the services and carrying out the functions herein

authorized, (ii) acquiring, improving, maintaining and operating the Common Ground and all facilities thereon and easements established herein or on the Plat(s) of the Subdivision including, but not limited to, the payment of taxes and insurance thereon, the cost of labor, equipment and materials used in the repair, maintenance and replacement thereof, (iii) the cost of management and supervision of the Common Ground, and (iv) such other needs as may arise. In no event shall Grantor or the Association use any assessments collected from any Owners to pay for the cost of any item, matter or other improvements (a) that is not located within the Subdivision, or (b) that is required of the Grantor in connection with the approved final plat of the Subdivision (or the approved or final development plans for the Subdivision), including the cost of constructing, planting and installing any of the following improvements which may be required of Grantor: landscaping, subdivision entrance enhancements, recreation facilities, parks and amenities; provided, however, nothing herein contained shall be deemed to limit or restrict the use of any assessments hereunder to maintain, repair or replace any such improvements.

3. Annual Assessments. Annual assessments will be determined by the Directors based upon the projected operating expenses of the Association.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty (30) days following such due date.

4. Storm Water Facilities. In addition to the foregoing, the Association is authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing the stormwater control facilities and easements located within the Subdivision; PROVIDED, HOWEVER, the separate power granted to the Association by this Section 4 shall expire with the calendar year following the acceptance of any such storm water facilities for maintenance by an appropriate governmental body or public utility. Any assessment made under authority granted in this, Section 4, shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Association shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

5. Special Assessments. If at any time the Directors 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 then Lot Owners (or such thereof as shall be benefited by the project). If such assessment is approved either by a majority of the votes cast in person and by proxy at a meeting of the Owners (or, if fewer than all are benefited by the Project, by those benefited) called by the Directors, or on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all (the benefited) Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all prior assessments shall be entitled to vote. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

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

7. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time publicly announced, floating, prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors, or such other financial institution as may from time to time be designated by the Directors, from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Directors may execute, acknowledge and record an instrument reciting the levy of the assessment in the County Records, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of notice, the Directors shall, at the expense of the Owner, cause the lien to be released of record.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

8. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

(i) All Common Ground;

(ii) All properties exempted from taxation under the laws of the State of Missouri; and

(iii) All Lots owned by Grantor until occupied for residential purposes or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

9. Keeping of Funds. The Association shall deposit its funds in a bank protected by the Federal Deposit Insurance Corporation.

10. Ordinance Compliance. Notwithstanding any other provisions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the City, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Capitalization. In addition to the assessments authorized under Article IX, Section 3 of this Indenture, upon closing on its sale of each Lot in the Subdivision, Grantor, shall

collect from each Lot Owner and remit to the Directors a working capital reserve in an amount equal to one year's annual assessment.

12. Change of Ownership. Upon the conveyance of any Lot in the Subdivision other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Association written notice of such conveyance and pay the Association a One Hundred and 00/100 Dollar ($100.00) transfer and administrative fee to cover the Association's expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 7 of this Article IX.

13. Financial Reporting. Within a reasonable time after the end of each calendar year, the Board shall deliver to each Owner a written statement setting out in reasonable detail the actual financial transactions made by or on behalf of the Association during such calendar year. Further, the Association shall make available for inspection and copying by any Owner or his/her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest in a Lot, the Articles, Indenture, the By-Laws, the membership register, books of account, and the minutes of meetings of the Members, the Board and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within the Property as the Board shall designate.

ARTICLE X

RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture and applicable law and ordinances, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing in the Subdivision:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the Plat(s).

3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Property and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

5. Leases. No Living Unit shall be rented by the Owner thereof for transient purposes, and all leases of the Living Units shall be of at least one (1) year duration and expressly made subject to the provisions and conditions of this Indenture and of any rules and regulations adopted by the Directors. Further, no lease of any Living Unit shall be effective unless and until a copy thereof identifying the lessee thereunder and containing the terms herein required has been delivered to the Association.

6. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or Common Ground in the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing, no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, dirt bikes, minibikes, tractors, truck-tractors, campers, or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

7. Maintenance. Each Owner shall maintain and keep his Lot and Living Unit in good order and repair, and shall do nothing which would be in violation of law or ordinance. Trash, rubbish, toys, tools, cases, crates or any discarded item shall not be left outside of any Living Unit overnight, and no exterior front yard appurtenances such as sculptures, bird baths or similar personal property items or fixtures shall be placed on any Lot or Living Unit.

8. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the Common Ground or on any Lot or on the exterior of any building.

9. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets not kept for any commercial purpose and are at all times leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

10. Trucks, Boats, Etc. Except during periods of approved construction on a Lot, no trucks (other than pick-up trucks not exceeding 3/4 ton) or commercial vehicles, boats, motorcycles, recreational vehicles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision.

11. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or permitted to remain upon any of the Common Ground or on any Lot. If any such motor vehicle is so stored or remains, the Directors may remove the same at the Owner's expense.

12. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee under Article VII of this Indenture.

13. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden shed, barn or other out building shall be installed, constructed or maintained on any Lot at any time.

14. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (i) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on the Lot, or (ii) signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein.

15. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing or other applicable location for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

16. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are or will be reserved as shown on the recorded Plat(s) of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

17. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Subdivision. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Subdivision.

18. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of the City.

19. Fences.

(a) Without limiting the generality of the requirements contained in Article VII of this Indenture, no fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee as to location, material and height, and the decision of the Architectural Control Committee to approve or reject a fence shall be conclusive. Nothing herein contained shall (i) prevent placement of fences by the Association on the Common Ground or (ii) affect or limit the rights of the Directors to erect

privacy fences. The Architectural Control Committee may require an application be submitted setting forth the proposed location, material and height of all such fences.

(b) The Architectural Control Committee's review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Architectural Control Committee that strict adherence to such standards and requirements would (a) create an undue hardship on applicant; and (b) approval would be in the best interests of the Subdivision.

(i) All fencing shall be 55" high, shall be made only of black wrought iron or aluminum simulated black wrought iron, and shall be of the style depicted on Exhibit B to this Indenture.

(ii) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. The foregoing provisions of this paragraph (ii) are subject to the provisions of paragraph (iii) below. Exceptions to these provisions may be granted at the sole discretion of the Architectural Control Committee.

(iii) No fence may be erected in any landscaped easement, sidewalk, easement, retaining wall easement, access easement or subdivision signage easement, as may be shown on the Plat or as otherwise may be established of record (collectively, the "Fence Prohibited Easements"). For the sole purpose of erecting perimeter fencing on any Lot subject to a Fence Prohibited Easement, the interior boundary line of such Fence Prohibited Easement (i.e., the easement boundary closest to the dwelling constructed on such Lot) shall be considered the boundary line of such Lot.

(iv) The Architectural Control Committee, in its discretion, may, but shall not be obligated to, require that a Lot be professionally surveyed to assure proper fence location prior to installation thereof.

(v) The Architectural Control Committee may allow a variance from the fence requirements for swimming pool and patio privacy fencing as necessary in the Committee's discretion to comply with laws and code and to prevent hardship.

(vi) All posts shall be anchored in a base of concrete at least one and one-half feet (1.5') into the soil.

(vii) Within one (1) year following the erection of a fence, the Architectural Control Committee may, in its sole discretion, require the Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Architectural Control Committee.

20. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure to which they are appurtenant, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard.

21. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

22. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

23. Swimming Pools.

(a) No above ground swimming pools will be allowed on any Lot in the Subdivision unless they are recessed at least one-half (1/2) of their exterior depth into the yard or the slope of a yard and completely surrounded by decking, properly skirted to the surrounding ground level so as to present the appearance of an in-ground pool. The plans for any such pool must be submitted to and approved by the Architectural Control Committee, and shall include drawings, material lists, landscape detail and any other information deemed necessary by the Architectural Control Committee in its sole discretion. The approval of any such pool shall not constitute a precedence, and each instance will be determined on a case by case basis.

(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

ARTICLE XI

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. 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 covenants and may be brought to restrain any such violation and to recover damages therefor together with reasonable attorneys' fees and court costs.

2. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of said Directors. No Director shall be held personally responsible for his wrongful acts or for the wrongful acts of others, and no Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to Article V, Section 4 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

3. Indemnification of Officers, Directors and Others. Subject to the indemnification provisions in Chapter 355 of Mo. Rev. Stat., as the same may be amended, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4. Adjoining Tracts. The Association is authorized and empowered to cooperate and contract with 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.

5. Amendments. Until all Lots authorized to be developed in the Property have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3rds) of all Owners; provided, however, this Indenture shall not be modified, amended or terminated except with the prior approval of the Planning and Zoning Commission and the Board of Aldermen of the City after review by the City Development Administrator and the City Attorney. To be effective, any amendment, modification or change to the provisions of this Indenture shall be recorded in the Office of the Recorder of Deeds for the County. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Association or

eliminate the requirement that there be an Association unless some person or entity is substituted for the Association with its responsibilities and duties.

6. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Subdivision shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

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

8. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

9. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall, subject to compliance with laws and ordinances, have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stockpile and store materials on any Lot(s) or on the Common Ground. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this, Article XI, Section 9, shall not be amended, modified or deleted without the prior written consent of Grantor.

10. Continuing Rights to Inspect and Maintain. Grantor reserves the right to periodically enter upon the Common Ground to inspect the maintenance and upkeep of the Common Ground, including building exteriors, common mechanical systems, common structural items, landscaping, irrigation systems and common area amenities such as playgrounds and club houses that may have been constructed by Grantor. Grantor will schedule and coordinate its review of the Common Ground through the Directors. During the inspection, Grantor will review and, if appropriate, make recommendations to the Directors relating to the repair, maintenance and upkeep of the Common Ground. Grantor may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the review.

11. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the

Property for the duration of the trust under Article II of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken. Notwithstanding anything contained in this Indenture to the contrary, in the event the Association is dissolved or the Indenture is terminated, the Owners shall jointly and severally be responsible for the maintenance of the Common Ground and any sanitary or storm water sewers, detention basins and drainage facilities in the Subdivision in accordance with applicable laws and the ordinances of the City.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Indenture this 13 day of November 2015.

GRANTOR:

ARTISAN RESIDENTIAL SERVICES, LLC,
an Ohio limited liability company

BY: _____
Name: Bryan Schutjer
Title: Managing Partner

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

On this 13th day of November, 2015, before me personally appeared Bryan Schutjer to me personally known, who, being by me duly sworn, did say that he/she is the Managing Partner of Artisan Residential Services, LLC, an Ohio limited liability company, and that the foregoing instrument was signed on behalf of said company, ~~and said~~ _____ acknowledged said instrument to be the free act and deed of said limited liability company.

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

_____
Notary Public

My Commission Expires: 7/29/18

NOTARIAL SEAL
STATE OF OHIO

ANITA M KIMBER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 7-29-18

[SIGNATURE PAGE TO INDENTURE OF TRUST AND RESTRICTIONS FOR WYNDEMERE ESTATES]

MCKELVEY HOMES, L.L.C.,
a Missouri limited liability company

BY: _____
Name: James G. Brennan
Title: Manager

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

On this 19th day of November, 2015, before me personally appeared James G. Brennan, to me personally known, who, being by me duly sworn, did say that he/she is the Manager of McKelvey Homes, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said Manager, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

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

_____
Notary Public
LAURA GREEN

My Commission Expires:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LAURA GREEN
My Commission Expires
May 9, 2018
St. Charles County
Commission #14882498

[SIGNATURE PAGE TO INDENTURE OF TRUST AND RESTRICTIONS FOR WYNDEMERE ESTATES]

GRANTEE: WYNDEMERE ESTATES HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation

BY: _____
Name: Phillip R. Brennan
Title: Director

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

On this 19th day of November, 2015, before me personally appeared Phillip R. Brennan, to me personally known, who, being by me duly sworn, did say that he/she is the Director of Wyndemere Estates Homeowners Association, a Missouri nonprofit corporation, and that the foregoing instrument was signed on behalf of said Director, and said Director acknowledged said instrument to be the free act and deed of said nonprofit corporation.

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

_____
Notary Public
LAURA GREEN

My Commission Expires:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LAURA GREEN
My Commission Expires
May 9, 2018
St. Charles County
Commission #14882498

EXHIBIT A

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 82, 83, 84, 85 along with Common Grounds A and B of Amended Plat of Wyndemere Estates Plat One, a Subdivision according to the plat thereof recorded in Plat Book 48 page 92 of the St. Charles County Records.

Parcel 2:

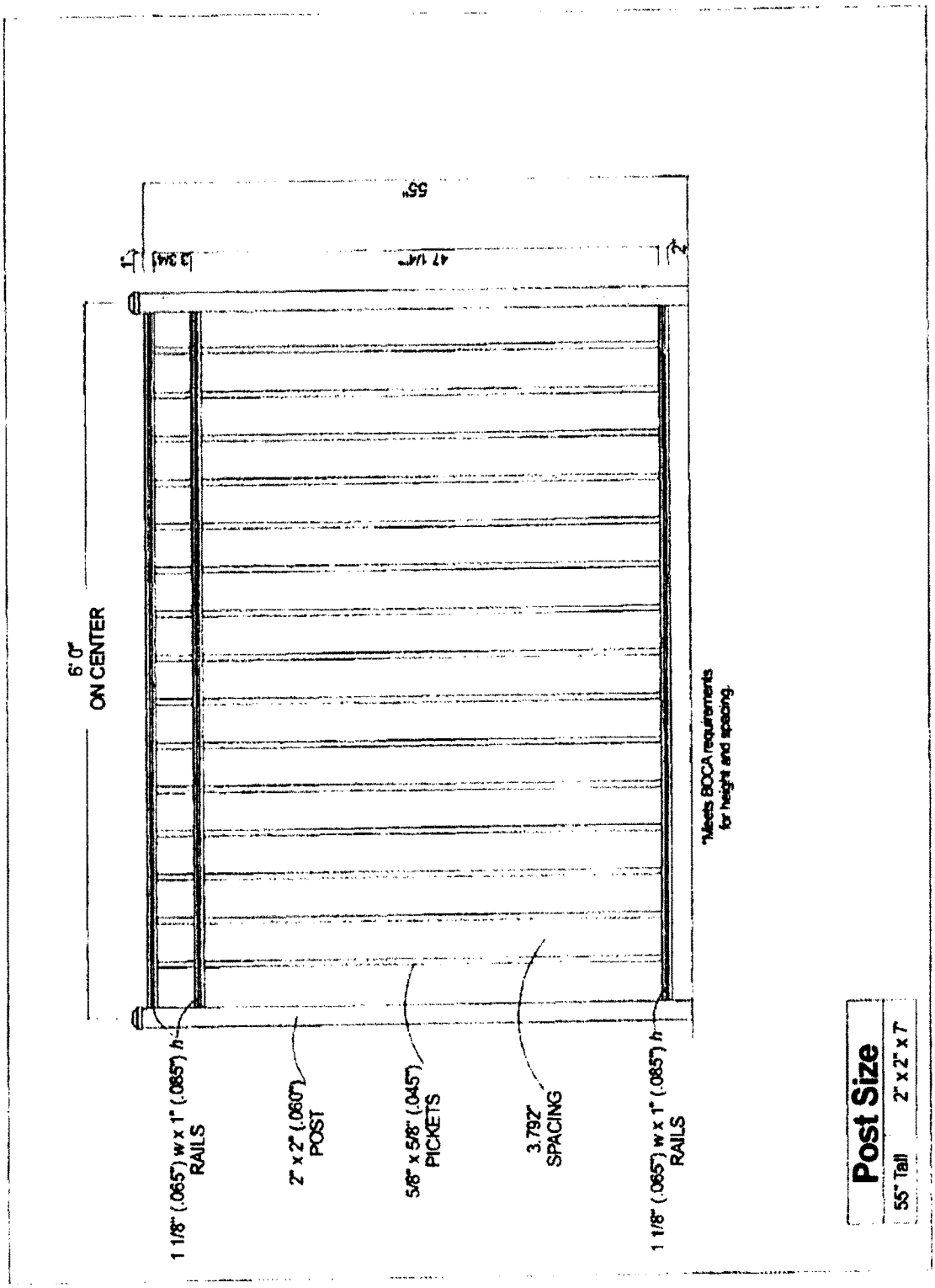
Lots 32, 33, 34, 35, 36, 37, 38, 39, 74, 75, 76, 77, 78, 79, 80, and 81 of Wyndemere Estates Plat Two, a Subdivision according to the plat thereof recorded in Plat Book 48 page 256 of the St. Charles County Records.

Parcel 3:

A tract of land being part of Fractional Section 8 and Fractional Section 9, Township 46 North, Range 2 East of the Fifth Principal Meridian, City of Lake Saint Louis, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a point on the North right-of-way line of the Missouri State Highway N (Right-of-way Varies); said point being the Southwest corner of the herein described tract; said point also being the Southeast corner of a tract of land conveyed to Robert J. Kunzi Living Trust per deed recorded in Book 1925, Page 213 of the St. Charles County records; thence leaving aforesaid North right-of-way line, North 00 degrees 02 minutes 26 seconds West 485.91 feet; thence North 82 degrees 22 minutes 34 seconds West 146.88 feet to a point; said point being the Southeast corner of "Mason Glen Plat One", a subdivision recorded in Plat Book 44, Pages 44- 46 of said records; thence along the East line of said subdivision the following courses and distances; North 07 degrees 37 minutes 26 seconds East 315.75 feet; North 36 degrees 19 minutes 14 seconds East 166.04 feet; North 06 degrees 29 minutes 27 seconds West 100.23 feet; North 00 degrees 34 minutes 18 seconds East 69.66 feet to a point; said point being the Southwest corner of a tract of land conveyed to Ivory & Alice Delorce Hodge per deed recorded in Book 5433, Page 463 of the said records; thence leaving aforesaid East line and along the said Hodge property, South 89 degrees 35 minutes 06 seconds East 1488.62 feet to a point; said point being the Southeast corner of a tract of land conveyed to Robert N. & Rose Marie Chapman per deed recorded in Book 993, Page 388 of said records; said point also being on the West line of "The Manors at Glen Brook Plat Two", a subdivision recorded in Plat Book 41, Pages 22-23 of said records; thence along aforesaid West line, South 00 degrees 27 minutes 32 seconds West 1224.26 feet to a point; said point being on the North right-of-way line of the Missouri State Highway N; thence along said North right-of-way line, along a curve to the right whose chord bears South 82 degrees 53 minutes 59 seconds West 260.95 feet and whose radius point bears North 20 degrees 59 minutes 08 seconds West 543.69 feet from the last mentioned point, an arc distance of 263.52 feet; thence North 83 degrees 12 minutes 54 seconds West 18.74 feet to a point; said point being the Southeast corner of a tract of land conveyed to Richard W. & Maxine C. Harvey as recorded in deed Book 1159, Page 1774 of said records; thence leaving said North right-of-way line, North 00 degrees 24 minutes 35 seconds West 634.76 feet; thence North 89 degrees 35 minutes 06 seconds West 280.33 feet to a point; said point being on the East line of property conveyed to Mary Gore as recorded in deed Book 3875, Page 10 of said records; thence North 00 degrees 24 minutes 35 seconds East 136.86 feet; thence North 89 degrees 35 minutes 25 seconds West 179.10 feet; thence South 00 degrees 24 minutes 35 seconds West 720.31 feet to a point; said point being on the North right-of-way line of the Missouri State Highway N; thence along aforesaid North right-of-way line North 83 degrees 12 minutes 54 seconds West 753.79 feet to the point of beginning.

EXHIBIT B


55"
47 1/4"
6' 0"
ON CENTER
*Meets BOCA requirements
for height and spacing.
1 1/8" (.065") w x 1" (.085") h
RAILS
2" x 2" (.060")
POST
5/8" x 5/8" (.045")
PICKETS
3.792"
SPACING
1 1/8" (.065") w x 1" (.085") h
RAILS
Post Size
55" Tall
2" x 2" x 7'