

INDENTURE OF TRUST AND RESTRICTIONS

GLENFIELD SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: that, whereas, HUFYON CONSTRUCTION CO., (hereinafter referred to as DECLARANT), is the owner in fee simple of the following described real estate, to-wit:

Lots 1 through 7 inclusive and Common Ground, a subdivision in U. S. Survey 206, Townships 45 and 46 North, Range 4 East, which tract of land is also partly in Lot 8, Share 7 of the Partition of the Missouri A. Alexon Estate, St. Louis County, Missouri.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Glenfield Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought under these covenants, conditions and restrictions by specific declaration and dedication.

Section 4. "Common Area" shall mean all real property (including improvements thereon) owned from time to time by the Declarant or by the Association for the common use and enjoyment of the owners of lots in the Glenfield Subdivision. The Common Area to be conveyed to the Association at the time of the conveyance of the first lot are those areas shown on the plat labeled Common Ground.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision Plat of the Properties.

Section 6. "Declarant" shall mean and refer to Hufyon Construction Co., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Marketing Period" shall be that period of time as is necessary to complete the sale of all properties to be developed by the Declarant.

Section 8. "Glenfield" shall mean Glenfield Subdivision.

ARTICLE II

PROPERTY RIGHTS

Section 1. Residential Purpose Defined.

(a) Allowable Structures:

Except during a construction period of reasonable duration, no building of any kind whatsoever shall be erected or maintained on any lot except one single family private dwelling house and attached garage, all under one roof, for the sole use of the owner or occupant of the land upon which said building is erected. No structure shall be erected over areas reserved for easements which would interfere with the construction or maintenance of utilities or other uses for which such easements are granted. All services or utility connections shall be made underground.

(b) Structures not permitted:

Earth homes, log homes, split foyers, tri-levels, contemporary designs or metal storage sheds.

(c) Additional building requirements:

All structures are to have a minimum roof pitch of 7 in 12, except when such roof pitch would be architecturally unacceptable in the view of the architectural Control Committee. All residences must have a 2 car attached garage. Under no circumstances shall there be more than 11" of exposed foundation wall. Front entry garages are not permitted. All structures must be traditional in

style, no contemporary designs are allowed.

(d) Minimum Dwelling - Quality and Size:

The GROUND FLOOR AREA of the home exclusive of open porches, garages and basements shall be not less than:

1. 2400 square feet for a one story building
2. 1600 square feet for a one and a half, or two story.

The TOTAL LIVING AREA of a two-story building, exclusive of open porches, garages and basements, shall not be less than 3000 square feet.

(e) Materials:

All driveways are to be of poured concrete. All buildings erected on any lot shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. No tin, tar paper, composition paper or similar materials may be used as a permanent exterior of any building. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure shall be occupied during the course of original exterior construction. Every building erected must have a minimum of 60% brick on the front elevation. All siding must be maintenance free, 5" double lap or less and all overhangs must be enclosed.

(f) Maintenance and Use:

Immediately after the erection of a dwelling, and as soon as the season permits, the area in which there is newly moved earth must be seeded or sodded, and suitably landscaped. A continuously neat appearance of the ground must be maintained, including that portion of the street right-of-way adjacent to the premises.

(g) Lot Use:

There may not be any major earth moving after completion of the construction of the dwelling without written permission of the Architectural Control Committee, including earth moving for construction of "in ground" swimming pools. Above ground pools are not permitted.

(h) Commercial Use:

All lots must be used only for residential purposes. No commercial or business activity involving non-family employees will be allowed, and no signs of a commercial nature are allowed other than those used in the sale of real estate property.

(i) Resubdivision:

No piece or part of any platted building lot in the subdivision may be sold, except if said piece or part is sold to an adjoining lot owner, in which case it becomes an integral part of that lot and subject to the same restrictive covenants herein stated.

(j) Obstructions:

There shall be no obstruction of any portion of the Common Area 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 in any portion of the Common Area or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

(k) Animals:

No animals, reptiles, birds, horses, rabbits, fowl, poultry, 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 are at all times leashed and no "runs" or other outside structures are erected or installed. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Board of Trustees in their sole judgment) or annoyance to the neighborhood is prohibited.

(l) Garbage:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

(m) Fences:

Fences or hedges of a height of more than four (4) feet are not permitted, and all fences shall be made of material compatible with natural settings except that privacy fences attached to homes may be six (6) feet in height. Control of fences and hedges shall be deemed a part of the authority of the Architectural Control Committee as provided for in Article V of this document. No chain link fences are permitted.

(n) Television Antennas:

No exterior television satellite dishes, radio towers or similar structures will be allowed on any Lot in the Subdivision.

(o) Trucks, Boats, Etc:

All property owners shall provide off street parking for the number of automobiles in use by the owner or resident on the property. All property owners or residents owning or possessing trucks of any kind, campers or "recreational vehicles", or boats which they desire to park in the subdivision shall provide an enclosed garage for the storage of said vehicles when not in use.

(p) Nuisances:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 2. Owners' Easement of Enjoyment of Commons.

Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights by an owner for any period during which any lien or assessment fee against his lot remains unpaid; or for any infraction of its published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(c) Delegation of Use. Any owner may delegate, in accordance with the By Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, tenants, or contract purchasers who reside on the property.

(d) The "Declarant" reserves the right to assign utility easements or to install underground utilities in any of the Common Areas.

Section 3. Terms of Restrictions.

The term of the Covenants and Restrictions for Glenfield Subdivision, shall be for the duration of the subdivision. In the event the subdivision is vacated, fee simple title shall vest in the then lot or unit owners as tenants in common. The rights of the tenants shall only be exercisable appurtenant to and in conjunction with their lot or unit ownership. Any conveyance or change of ownership of any lot or unit shall convey with it ownership in the common land, and no interest in the common land shall be conveyed by a lot or unit owner except in conjunction with the sale of a lot or unit. The sale of any lot or unit shall carry with it all the incidents of ownership of the common land although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the trustees shall be abrogated.

ARTICLE III

"GLENFIELD" HOMEOWNERS ASSOCIATION

TRUSTEE MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Glenfield Homeowners' Association shall be organized by the Declarant and shall be formed at the time the first lot is sold. The initial organizational expense shall be paid for by the developer. Initially, the Declarant, in organizing the Association shall designate and appoint individuals as members of the Board of Trustees. Individual lot owners will replace initially appointed Trustees as is proportionately appropriate during the marketing period. One third of the Trustees shall be chosen by purchasers of developed lots after 50% of the lots have been sold, two thirds of the Trustees shall be chosen by the purchasers of developed lots after 75% of the lots have been sold; all the Trustees shall be chosen by the purchasers of developed lot after all the lots have been sold. The Association shall have at least one (1) meeting per year, shall organize itself to include officers and shall formulate its own by-laws, and shall have at least one committee (Architectural Control) as provided for in Article V.

Section 3. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 4. If, according to Article II of the Declaration, platted lots are combined into a new configuration of homesites, the number of actual homesites that survive, rather than the number of original lots, shall be used for determining Association membership and for pro-rating voting and financial responsibility.

Section 5. Trustees Duties and Powers

Where the provisions of such a trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the City Council may upon the petition of any concerned resident or property owner of the subdivision, appoint one or more Trustees to fill vacancies until such time as Trustees are selected in accordance with the trust indenture. Any person so appointed who is not a resident or property owner within the subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the property in the subdivision and which shall not be subject to any limitation on special assessments contained in the trust indenture or elsewhere.

(a) All Trustees shall serve without compensation. The Board of Trustees shall designate one of their number to serve as Chairman, one to serve as Secretary and one to serve as Treasurer of the Board of Trustees until the time of the next following said

annual meeting.

(b) The Trustees are hereby vested with the following rights, powers and authorities with respect to all of the lots and land in the subdivision:

(1) To exercise such control over the easements, streets, roads and lanes, entrances, lights, gates, signs, common property, plants and shrubberies for the purpose of improving, maintaining and insuring the proper use thereof, with the right to grant easements for public utilities and other facilities.

(2) To prevent in their own names as Trustees of an expressed trust, any infringement and to compel the performance of any restriction set out in this Indenture of Trust and Restrictions or established by law. This provision is intended to be cumulative and not to restrict the right on any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(3) To clean up and remove rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers and repair fences upon any vacant or neglected lot, and the lot owner thereof shall be charged with the reasonable expense so incurred, such expenses to become an assessment in the manner provided herein. The Trustees or agents or employees shall not be deemed guilty of any liability whatsoever for any manner of trespass or for any such injury, abatement, removal or planting.

(4) The Trustees in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of the Indenture of Trust and Restrictions, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary and employ counsel to advise them individually or collectively, in their capacity as Trustees.

(5) The Trustees may receive, borrow, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture of Trust and Restrictions any purchase, gift, grant conveyance or a donation of money and/or real and/or personal property.

(6) The Board of Trustees shall have full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Board of Trustees to:

(i) Make all contracts and incur liabilities necessary, related or incidental to exercise of the Trustees' powers and duties herein;

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description;

(iii) To borrow money, encumber and hypothecate same, make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance.

(7) The Board of Trustees shall have the full and unqualified right to make rules and regulations concerning the use, care and improvements of common property. Said rules and regulations shall be in writing and a copy shall be delivered to each lot owner.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person (or persons) who was the owner of such property at the time such assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 3. Assessment notices shall be mailed on January 2nd of the calendar year, and due February 2nd.

Section 4. Uniform Rate of Assessment. Annual and special assessments must be based at the uniform rate for all lots.

Section 5. Notice of assessments. Notice of all assessments shall be given by mail addressed to the last known or usual post office address of the holder of legal title of a lot and deposited in the United States Mail with postage prepaid.

Section 6. An assessment shall become due and payable within (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid, and if an attorney is employed for the purpose of collecting such assessment, the lot owner shall pay a reasonable attorney's fee and court costs, and such assessment, interest, attorney's fee and court costs, shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the adoption of the resolution levying an assessment and its entry in its minutes, the Board of Trustees may, in addition, execute and acknowledge an instrument reciting the

lay of the assessment and amounts due hereunder with respect to any one or more lots and cause the same to be recorded in the Recorder of Deeds Office in St. Louis County, Missouri and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the lot affected) a release of such assessment with respect to any lot affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments.

Section 7. The Declarant hereby sets the assessment at ONE HUNDRED DOLLAR PER LOT PER YEAR. The Declarant shall not assume any assessments on any lot owned by the Declarant until one year from sale of first lot.

Section 8. The Association may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser and/or greater amount. The Trustees may change the assessments provided for herein upon the approval of a majority of the members and the assent of a majority of the votes of Owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meetings.

Section 9. The Trustees shall deposit the funds coming into their possession as Trustees, in a state or national bank, protected by the Federal Deposit Insurance Corporation, or a state or federal savings and loan association protected by the Federal Savings and Loan Insurance Corporation, at a favorable rate of interest. Such depository account shall require a majority of the Trustees signatures for any withdrawal therefrom in excess of Three Hundred Dollars (\$300.00).

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. The Architectural Control Committee shall be composed of three (3) or more representatives. During the "Marketing Period" the Declarant shall approve all building plans. After the "Marketing Period" they shall be appointed by the Board of Trustees of the Association.

Section 2. Approval by Architectural Control Committee: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, according to guidelines formulated by the Architectural Control Committee, and until a copy of such plans, specifications and plot plan as finally approved is deposited for permanent record with the Architectural Control Committee. If it fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

Section 3. Right of Inspection and Suits to Enjoin: During any construction or alteration required to be approved by the Architectural Control Committee, the Committee, or its agent, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof. If no suit to enjoin construction has been commenced prior to completion thereof, compliance shall be conclusively presumed, and the related covenants deemed to have been fully complied with.

Section 4. Waiver of Liability. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the Architectural Control Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the Declarant, nor the Architectural Control Committee shall be in any way responsible or liable for any loss or damage, for any errors or defects which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the Architectural Control Committee.

Section 5. Constructive Evidence of Action: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the letter of approval signed by the Architectural Control Committee and such letter of approval shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

Section 6. The failure of the Architectural Control Committee to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, conditions, covenant, reservations, lien or charges.

ARTICLE VI

ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of a lot or portion thereof, his heirs, executors, administrators, grantors, successors or assigns, or any one of them hereinafter owning any lot in the subdivision or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provision to be kept and be performed by him, it shall be lawful for any person or persons owning any lot in the subdivision embraced in said covenant, or for the Board of Trustees in behalf of or for the benefit of themselves or any of said lot owners or for any agent or agents by the lot owners aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent or require it, or them from doing so or to recover damages or other dues for such infringement or omission. In this event, such person, persons and/or the Board of Trustees shall be entitled to the cost of court, including reasonable attorney's fees, in addition to any damages or remedies found by such court, should it be determined by such court that a violation, infringement or omission had occurred. The Board of Trustees shall not be responsible in damages should they fail to properly enforce any of the covenants and restrictions herein. It is, and is hereby declared to be, the intention that each of the covenants and restrictions herein contained shall attach to and remain with each lot in the subdivision, shall run with the land and to and with all titles, interest and estates in same, and be binding upon every owner or owners, lessees, or occupants, of any lot in the subdivision as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of in concerning such lots or any part thereof. The restrictions herein contained and the provisions of the Indenture of Trust and Restrictions are to be construed independently, and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions herein shall not be thereby impaired and affected.

ARTICLE VII

AMENDMENTS AND MODIFICATIONS

Notwithstanding anything herein to the contrary, at any time and prior to the expiration of the original or any extended term hereof, any of the terms and provisions of the Indenture of Trust and Restrictions may be altered, amended, changed or added to by written agreement signed by not less than the then record owners of two-thirds (2/3) of all the total lots in this subdivision and none of whom being at the time in arrears with the duly levied assessments against any lots owned by the signers thereof. Any such written and signed alteration, amendment, change or addition shall become a part of the provisions and restrictions of this Indenture whenever filed in the office of the Recorder of Deeds of St. Louis County, Missouri.

GLENFIELD HOMEOWNERS ASSOCIATION

HUFTON CONSTRUCTION CO.

ATTEST:

Karen Hufton, Secretary

By: Douglas Hufton, President

ACCEPTED: STATE OF MISSOURI)
BOARD OF TRUSTEES)
COUNTY OF ST. LOUIS

By: "Trustee"
By: "Trustee"

On this ___ day of ___, 1988, before me personally appeared Douglas Hufton to be known and who being by me duly sworn did say that he is the President of Hufton Construction Company a Corporation duly organized and existing under the laws of the State of Missouri and that the seal affixed to the foregoing instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and that said Douglas Hufton, further declared said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the

day and year last above written.

My Commission Expires _____

Notary Public