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WILDWOOD

INDENTURE OF RESTRICTION AGREEMENT WAKEFIELD FARM

THIS INDENTURE, made and entered into this 1st day of November, 1977, by and between the undersigned owners of real estate, Parties of the First Part (hereinafter referred to as "owners" or "lot owners" and Charles DeWitt, Jr., Susan W. DeWitt and Pansy C. DeWitt, Parties of the Second Part (hereinafter referred to as "Trustees");

WITNESSETH, that WHEREAS a certain tract of land situated in the County of St. Louis, State of Missouri, to-wit:

A tract of land in the South one-half of Section 34, Township 45 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Southwest corner of property now or formerly of Malcolm L. Jacobs and wife as described in the deed recorded in Book 6856 page 569 of the St. Louis County records; said point being also a point in the South line of said Section 34; thence Westwardly along said South line of Section 34 North 88 degrees 24 minutes 02 seconds West 980.39 feet. North 88 degrees 20 minutes 48 seconds West 341.39 feet and North 88 degrees 34 minutes 45 seconds West 822.61 feet to the Southeast corner of property now or formerly of Henry Landvatter and wife as described in the deed recorded in Book 6699 page 407 of the St. Louis County records; thence Northwardly along the East line of said Landvatter property North 0 degrees 15 minutes 15 seconds East 1347.44 feet to a point; thence South 88 degrees 32 minutes 45 seconds East 824.74 feet to a point; thence South 88 degrees 24 minutes 59 seconds East 1321.33 feet to a point in the West line of aforesaid Jacobs property; thence Southwardly along the said West line of Jacobs property South 0 degrees 10 minutes 33 seconds West 1347.61 feet to the point of beginning and containing 66.337 acres.

has been divided into sixteen (16) lots in subdivision form, according to prepared plat to be later filed at the office of the Recorder of Deeds of St. Louis County, Missouri,

AND WHEREAS, the undersigned owners are all of the owners of all sixteen (16) lots of the aforesaid tract of land according to the Plats as aforesaid,

AND WHEREAS, the undersigned owners are all of the owners of the following two parcels of land situated in the County of St. Louis, State of Missouri:

PARCEL NO. 1

A tract of land being part of Lot 3 of Joel R. Frazier Farm in Section 3, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the East line of property now or formerly of C. E. Bird and wife as described in the deed recorded in Book 1551 page 426 of the St. Louis County records with the North line of State Highway Route 100 of varying widths; thence Northwardly along the said East line of the Bird property North 0 degrees 03 minutes 45 seconds West 276.29 feet to a point in the North line of said Lot 3 of Joel R. Frazier Farm; thence Eastwardly along the said North line of Lot 3 North 89 degrees 58 minutes 14 seconds East 321.42 feet and North 89 degrees 51 minutes 17 seconds East 251.33 feet to the Northwest corner of property now or formerly of Tony Hurleman and wife as described in the deed recorded in Book 2087 page 174 of the St. Louis County records; thence Southwardly along the West line of said Hurleman property South 0 degrees 00 minutes 15 seconds West 312.09 feet to a point in the aforesaid North line of State Highway Route 100; thence Westwardly along the said North line North 85 degrees 20 minutes 50 seconds West 458.13 feet and South 88 degrees 56 minutes 03 seconds West 401.85 feet to the point of beginning and containing 3.805 acres.

PARCEL NO. 2

A tract of land in Section 3, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the North line of Lot 3 of Joel R. Frazier Farm with the East line of Lot 1 of said Joel R. Frazier Farm; said point being also a point in an East line of property now or formerly of C. E. Bird and wife as described in the deed recorded in Book 1551 page 426 of the St. Louis County records; thence Northwardly along said East line of the Bird property and property now or formerly of Betty Mueller as described in the deed recorded in Book 6852 page 216 of the St. Louis County records, North 0 degrees 54 minutes 54 seconds East 1029.27 feet to a point in the West line of property now or formerly of Earl H. Ross and Roy C. Ross as described in the deed recorded in Book 6496 page 1589 of the St. Louis County records; thence Eastwardly along the property line of said Ross property North 89 degrees 54 minutes 54 seconds East 233.09 feet to a point; thence Southwardly along the West line of said Ross property South 0 degrees 54 minutes 54 seconds West 1029.03 feet to a point in the aforesaid North line of Lot 3 of Joel R. Frazier Farm; thence Westwardly along said North line South 89 degrees 51 minutes 17 seconds West 231.10 feet to the point of beginning and containing 5.506 acres.

AND WHEREAS, it is the purpose of the owners and the Trustees that this said platted subdivision and these said tracts of land shall be and remain a first class residential district, and for the mutual benefits and advantages to be gained herefrom,

NOW, THEREFORE, in consideration of these premises and of the sum of One Dollar (\$1.00) paid by the Trustees to the owners, receipt whereof is hereby acknowledged, and the sum of One Dollar (\$1.00) paid by the owners to the Trustees, receipt whereof is hereby acknowledged, and the agreements and the consent of the Trustees to act as Trustees hereunder,

the owners herein have covenanted and agreed and hereby covenant and agree with the said Trustees to the affects following and have created and granted and do hereby create and grant unto the said Trustees and their successors, the right, powers and duties and authorities

hereinafter set forth, and do hereby establish WAKEFIELD FARM, subject to the following terms, conditions and provisions:

ARTICLE 1

RESTRICTIONS AND CONDITIONS

The restrictions, conditions, covenants, reservations, rules and regulations herein provided, shall constitute a binding contract between all the lot owners herein, their heirs, executors, administrators, assignees, grantees, alienees, devisees, and the occupants, leasees, tenants, and all persons controlling or claiming any interest of any character in said lots, or any of them, no matter how acquired, and shall constitute covenants attached to and running with the land, for the purpose of binding all the aforesaid while their respective interests continue; provided, however, that no transfer or change of title shall release any person for prior violation of said restrictions, conditions, covenants, reservations, rules and regulations.

ARTICLE 2

TRUSTEES AND TERM OF OFFICE

Trustee Susan W. DeWitt shall serve as Trustee until the 1978 Annual Meeting of owners. Trustee Pansy C. DeWitt shall serve as Trustee until the 1979 Annual Meeting of owners. Trustee Charles W. DeWitt shall serve as Trustee until the 1980 Annual Meeting of owners.

As the term of each Trustee expires, his successor shall be elected for a term of three (3) years by the property owners at their Annual Meeting. A Trustee may succeed himself in such capacity without the lapse of any time between his various terms of office.

The decision of a majority of said three Trustees shall prevail on any matters brought before such body.

ARTICLE 3

QUALIFICATIONS OF TRUSTEES

Any person who is an owner or part owner of record, or whose spouse is owner or part owner of record of a lot herein, as shown by the records in the office of Recorder of Deeds of St. Louis County, Missouri, and who is a resident of the Subdivision, may be appointed or selected and act as a Trustee hereunder. In the event that neither a Trustee nor his or her spouse shall continue as such owner of a lot herein, or as a resident thereof, his or her term of office shall cease, and his or her successor shall be chosen as hereinafter provided.

ARTICLE 4

ANNUAL MEETING

An Annual Meeting of the lot owners shall be held on the 1st Sunday in June of each year at such place in the subdivision as the Trustees may determine; said meetings, however, to be convened at an hour designated by the Trustees between Noon and 9 p.m. of the day designated for said meeting. Notice of the time, place and purpose of said meeting may be delivered in person or be sent by regular United States mail to the registered owner or owners of each lot at his or her or

their registered address, at least ten (10) days before the time of such meeting. In an emergency to be determined by the Trustees, the Trustees may call said Annual Meeting at a later date than above specified but no later than September 1st of each year. At each Annual Meeting, the Trustees shall submit a written report for the preceding year, reckoned from June 1st of the prior year to May 31st of the succeeding year, both inclusive, of their administration and accounts, and the lot owners shall elect a Trustee (or Trustees if there be more than one vacancy) and shall transact such other business as may be necessary or desirable; provided, however, that such business so transacted shall be limited to the matters set forth in the notice, and such other formal or routine matters as may pertain to the control of the subdivision, but matters pertaining to the restrictions and covenants running with the land shall not be considered unless so provided in said notice.

ARTICLE 5

SPECIAL MEETINGS

Whenever necessary, the Trustees may call special meetings of the property owners to be held at such time and at such place in the subdivision in the same manner as provided for the regular meetings. The business to be transacted at such meetings of the property owners shall be limited to the purposes as set forth in the notice calling said meetings.

The owners of record of any five (5) lots may, in writing, petition the Trustees to call a special meeting of the property owners as above provided, and upon refusal, failure or neglect of the Trustees to call a special meeting of the property owners, may jointly call such special meeting by mailing a notice thereof to the registered property owners in the same manner as above provided for the calling of a special meeting by the Trustees.

ARTICLE 6

MINUTES

The Trustees shall keep the minutes of all annual and special meetings of the property owners, and all meetings and other proceedings of the Trustees, all of which records shall be accessible to the property owners.

ARTICLE 7

REGISTRATION OF PROPERTY OWNERS

The Trustees shall keep a book for the registration of all property owners. All persons owning any interest in a lot or lots herein shall cause their names, together with the lot number or house number of every lot owned by them, and their interest therein, to be entered in said book; and upon any sale or conveyance of any lot, the purchaser or grantee thereof shall notify the Trustees thereof, and request said lot to be entered in said book in the name of said purchaser or grantee. All persons owning a lot or lots herein, either now or in the future, shall furnish the Trustee with their post office address, and the Trustees in mailing any notice or communication to any lot owner may address said notice to the address given in said registration book, and any notice mailed to such address shall be deemed due notice. Any lot owner who has not caused his name and address, together with the description of the lot or lots owned by him to be registered with the Trustees shall not be entitled to any notice whatsoever under the terms of these regulations; but his failure to so register shall be treated as a waiver of any such notice so long as such failure may continue. The list of registered owners shall be accessible to all property owners.

ARTICLE 8

POWERS OF TRUSTEES

- (a)** The Trustees shall repair and maintain the streets in a suitable and fit manner. The Trustees shall keep the streets in good repair, order and condition and free from obstructions which would interfere with the proper use thereof, including the plowing and removal of ice and snow from the streets.
- (b)** The Trustees shall have full power and authority to maintain and keep up the lake designated on the recorded plat of the subdivision for the benefit and use of the lot owners and to plant and replenish such trees, shrubs, bushes, grasses, flowers and vegetation adjacent thereto and provide such ornamentation and effects as may be deemed necessary or desirable by the Trustees, and shall give the same the necessary and proper care and attention. The Trustees shall be primarily responsible for the parking area on the South side of the lake on lots 7 and 15; otherwise, the powers to maintain the area surrounding the lake shall be secondary to that of the landowner. The 30 foot easement surrounding the present perimeter of the lake (as shown on the recorded plat) is for the use and benefit of all lot owners of the subdivision, but it is the duty of the record owner of such land to properly keep and maintain it as directed by the Trustees in harmony with the other areas surrounding the lake. If, after notice, the lot owner fails or neglects to properly care for or maintain such area, the Trustees may contract with others to perform such maintenance work and the lot owner shall be liable for all costs and expenses thereof, which liability shall be a lien against his property.
- (c)** The Trustees shall pay and discharge all taxes and assessments, general and special, which may be assessed or imposed by law upon the lake, streets and common areas herein.
- (d)** The Trustees shall protect and preserve each lot owner or occupant thereof, from encroachment and nuisance so as to maintain the same as a high class and desirable private residential district for residences for one family only.
- (e)** Any lot owner desiring to construct, reconstruct, alter or improve any residence herein shall, before commencing the same, submit such plans and other documents to the Trustees who must approve same before such owner may proceed. The Trustees are hereby directed to strictly conform to Article 12 (Building Restrictions) and are vested with the right, power and authority to stop and prevent the construction, reconstruction, alteration or improvement of any residence or appurtenance thereof if the plans and specifications have not been first submitted to the Trustees and approved by them, or if they have been rejected by them, or if any of said plans and specifications are not adhered to in the actual construction or reconstruction.
- (f)** The Trustees are hereby vested with the right, power and authority, and it shall be their duty to do and undertake any and all acts, whether specifically mentioned herein or not, which in their sole discretion are necessary or desirable to maintain, keep and preserve Wakefield Farm Subdivision as a high class and desirable residential subdivision of the class, standard and character which it enjoys, and to protect, preserve and guard the health, comfort and general welfare of all residents of the subdivision.
- (g)** The Trustees shall have the right, power and authority from time to time, as occasion may arise, to employ such agents, servants, laborers, gardeners, caretakers, watchmen, attorneys, accountants and other employees as may be reasonably necessary to comply with all applicable laws, rules and regulations, and to the performance of their duties and the enforcement and execution of the provisions hereof, and as, may be reasonably necessary for the protection of said Trustees and the execution and enforcement of their rights, duties, powers and authority hereunder;

and the Trustees shall have the right to pay such person or persons a reasonable remuneration and compensation from the funds in their hands as Trustees.

(h) The Trustees shall have the right, power and authority to borrow such sums of money as they deem proper and necessary for the performance and execution of their rights, duties and powers herein imposed upon them, not to exceed the amount estimated to be due from one year's regular assessment; and the Trustees shall have the right, power and authority to assign as collateral security for any such loan the assessments that may be made by them during the next current year.

(i) The Trustees shall have the right, power and authority to obtain such liability and other insurance as the Trustees deem necessary and proper for the protection of the property owners and for the Trustees in the performance of their duties.

(j) The Trustees shall choose a Chairman, Secretary and Treasurer from their own number. The Office of Secretary and Treasurer may be filled by the same person. The Treasurer shall have the custody of the funds and securities of the Trustees. No bond shall be required of the Treasurer, but all funds of the Trustees shall be subject to disbursement only upon the signature of two Trustees. The Trustees shall adopt such rules and regulations for the conduct of their business as they deem proper and necessary, so far as the same shall not be inconsistent with the provisions hereof.

(k) The Trustees shall prepare from time to time copies of these rules and regulations governing Wakefield Farm Subdivision, setting forth all amendments and modifications thereof, which shall be distributed to property owners as desired or requested.

(l) Nothing contained in this Indenture shall be construed to relieve any public utility or governmental agency from performing its or their duties, rendering its or their services and provided, maintaining and repairing the necessary facilities for supplying the same at its or their expense.

(m) No Trustee shall be entitled to compensation or remuneration because of services rendered in such capacity.

ARTICLE 9

REGULAR ASSESSMENTS

To enable the Trustees to perform their duties, exercise their rights and powers, administer their trust and defray the cost, charges, expenses, taxes, assessments, salaries, fees and other disbursements and payments herein mentioned, or incidental to the performance of any duty or execution of any right, power or authority herein mentioned, they shall have the right, power and authority to make assessments upon and against the several lots herein and the owners thereof, apportioned to and against each in equal sums, not to exceed Two Hundred Dollars (\$200.00) per lot in any year.

ARTICLE 10

SPECIAL ASSESSMENTS

Whenever it shall be necessary for the purpose of defraying the cost and expense of the construction, reconstruction, or improvement of any street, private park, lake, easement, roadway, lighting or any service purpose herein provided, of Wakefield Farm Subdivision, or other improvements, the Trustees may levy special assessments subject to the following terms and provisions:

(a) The Trustees shall call a special meeting of the owners of all lots in said subdivision, and shall submit to said meeting plans and specifications of the work proposed to be done, and the material

or materials to be used (in the alternative if the Trustees shall deem best), with estimates of the cost of the work. Such meeting shall be held at such place in the subdivision, as may be designated by the Trustees. Notice of the time, place and purpose of such special meeting shall be delivered in writing in person or sent by regular United States Mail to the registered owner or owners of each lot herein at his or their registered address, at least ten (10) days before the date of such meeting.

(b) Unless the project under consideration is authorized and directed by the affirmative vote of two-thirds of the lot owners present at such meeting, there shall be no special assessment therefor.

(c) No special assessment shall be levied against a lot or lots or the owner or owners thereof which, at the time a special assessment is proposed, is being served by an existing service or services or utility or utilities of the type for the construction or installation of which the special assessment is proposed to be levied.

ARTICLE 11

COLLECTION OF ASSESSMENTS AND LIEN THEREFOR

Regular assessments shall be due and payable on January 1 of each year. Special assessments (approved by lot owners as herein provided) shall become due and payable within thirty (30) days after notice of such assessment is given to lot owners. From and after the date when any said payment is due, it shall bear interest at the rate of eight percent (8%) per annum until paid, and such payment and interest shall constitute a lien upon said lot, and said lien shall continue in full force and effect until said amount is fully paid. At any time after passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots or dwelling units and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots or dwelling units from the liability of assessments (as shown by recorded instrument) by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or dwelling unit affected, and the Trustees shall cause to be noted from time to time in the minutes of its proceedings, the payments made on account of any assessments.

Whenever any assessment is delinquent for a period of six (6) months after the filing and recording thereof as aforementioned, the Trustees may take any legal steps deemed necessary for the collection thereof, including the institution and prosecution of suit, and the delinquent lot owner shall be liable for court costs and a reasonable attorney's fees for the collection thereof, which said fee and interest above provided shall constitute a lien on his, her or their lot.

ARTICLE 12

BUILDING AND OCCUPANCY RESTRICTIONS

These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.

(a) Building lines as established and shown on the plat of the lots herein are hereby approved, ratified and adopted. No building shall be erected upon or projected into the space between any building line and the adjacent street or lot line.

- (b)** No building shall be erected on any residential building plot nearer the front or side lot line than the building line as established on said subdivision plat, nor nearer than twenty-five (25) feet to any side lot line.
- (c)** All lots in said subdivision shall be for one-family residential purposes only. All lots must contain 3 or more acres.
- (d)** All sanitary waste disposal systems must be approved by the Trustees prior to installation. It shall be the affirmative duty of every lot owner at all times to protect the lake from waste runoff.
- (e)** No lot shall be used except for such purposes as shall be permitted by the applicable zoning ordinances of St. Louis County, Missouri, and no building shall be erected, placed or permitted to remain on any lot other than such building as shall meet all applicable building and zoning codes of St. Louis County, Missouri.
- (f)** No building or structure for use as a dwelling shall be constructed on any lot unless it shall be usable for year round living purposes and unless it shall contain at least 1,800 square feet of living space exclusive of garages and porches and basement areas. However, finished basement areas designed for regular habitation as living or entertainment areas may be included as a part of the minimum square footage requirements.
- (g)** No animals shall be permitted or sheltered or housed on any lot except the usual kind and number of domestic pets which are customarily found in single family households in high-class residential subdivisions, and except such other animals which the Trustees may approve in the case of any particular lot (or lots), and the determination of the Trustees shall be final in all such cases arising. No act or condition shall be permitted to be created or remain on any lot which, in the judgment of the Trustee may constitute a nuisance to residents of said subdivision or owners of lots therein. Notwithstanding the provisions of this paragraph and of any other provisions in Indenture, horses may be kept on all lots, and a stable may be built on any lot provided such stable is located at least one hundred (100) feet back from any property line and at a location approved by the Trustees and meeting St. Louis County government requirements. Horses kept on any lot must be the property of the lot owners. In no event shall the provisions of this paragraph be construed to authorize the keeping and maintenance of any pets or animals without compliance by the lot owner, with the applicable laws and ordinances of the governmental authority having jurisdiction over such lots. All dogs must be fenced in or on leash at all times.
- (h)** No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Trustees. This provision shall not, however, require the consent of the Trustees for the sale of an entire lot as shown on a recorded plat.
- (i)** 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. No building or premises shall be used for purposes prohibited by law or ordinance.
- (j)** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (k)** No fence, wall or outbuilding shall be erected or placed on any lot, nor shall any attempt to establish a fence by planting of shrubbery, hedge, etc., be permitted without the approval of Trustees.
- (l)** The water course, level or grade of any lot shall not be changed without the consent of the Trustees except that the grade of any lot may be raised to that of the adjoining lots and street.
- (m)** No lot owner shall cause or permit an accumulation of weeds, underbrush, roughage or refuse of any character on any lot, or any street, lakeside, or common area in the subdivision. Trustees shall have the same powers in this regard as set forth in Article 8(b) hereinabove.

(n) The displaying of signs or advertisements of any kind on any lot or building is prohibited except with prior consent of the Trustees and except that rent and sale signs may be displayed provided that such signs do not exceed in dimension of the size of four (4) feet by four (4) feet.

(o) The restrictions and prohibitions contained in this Article shall not be applicable to structures and installations existing at the time this Indenture becomes effective.

ARTICLE 13

SUCCESSOR TRUSTEES

Should any Trustee or Trustees hereunder at any time die, resign, become incapacitated, or disqualified from acting, or in any manner become unable or refuse to act, then the surviving Trustee or Trustees shall have the right, power and authority to choose and appoint a successor or successors as the case might be, to serve until the next meeting of lot owners, at which time the unexpired term of office of such Trustee or Trustees shall be filled in like manner as if the term of office of said Trustee or Trustees had terminated by expiration of time.

In the event that there should occur complete vacancy in the office of all the Trustees, then any three (3) or more owners of lots may call a special meeting for the purpose of electing Successor Trustees to fill the unexpired terms of office, in the manner heretofore provided for the calling of a special meeting by lot owners.

ARTICLE 14

RESPONSIBILITY OF TRUSTEES

No Trustee under this trust, acting in good faith, shall be liable for any act or deed as such Trustee, and the Lot Owners shall save all Trustees harmless and free from any and all expenses incurred in good faith for all acts as Trustee.

ARTICLE 15

LIABILITY INSURANCE

Any provision herein to the contrary notwithstanding, the Trustees shall procure and maintain liability and other insurance on the streets and lake and other such property as may come under the control of the Trustees of the Subdivision as a whole. Such insurance shall be in the minimum amount of \$100,000.00 - \$300,000.00 - \$25,000.00 and with such company as the Trustees shall approve.

ARTICLE 16

RIGHTS OF LOT OWNERS

Upon the refusal, failure or neglect of the Trustees, after twenty (20) days demand in writing by any one or more lot owners of record, to take action toward the enforcement of these restrictions, conditions, covenants, reservations, rules and regulations, or any of them, or the abatement of nuisances, protection and preservation of the health, comfort and general welfare of the owners as herein provided, then any one or more lot owners of record is vested with all the rights and powers of said Trustees as herein defined to enforce said restrictions, conditions, covenants, reservations, rules and regulations, or any of them, abate nuisances and protect and preserve the health, comfort

and general welfare of all the owners and to that end may bring and maintain any and all suits that are necessary.

ARTICLE 17

VOTES AND BASIS OF VOTING

In the meetings and proceedings of the Trustees, each Trustee shall have one vote, and in the event of a disagreement the majority of said Trustees shall prevail.

Except as otherwise herein provided, lot owners voting upon any matter shall be entitled to one vote for each lot owned, whether title be held severally or jointly with others and except as herein otherwise provided or required by law. Any lot owner or owners may be represented and vote at any meeting by proxy.

ARTICLE 18

TITLE OF TRUSTEES

Any property, real, personal or mixed, now owned or which may hereafter become owned, by the Trustees in their capacity as such, shall be held by such Trustees as Joint Tenants and not as Tenants in Common

ARTICLE 19

SEVERABLE NATURE OF PROVISIONS

The terms, conditions and restrictions hereof and herein contained shall be considered as, and are hereby declared to be, independent of each other, and in the event any of them shall be held unenforceable or invalid, or shall otherwise fail, the validity or binding effect of the others shall not be thereby in any wise affected.

ARTICLE 20

EXTENDING, AMENDING, REVOKING OR ADOPTING RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, RULES AND REGULATIONS

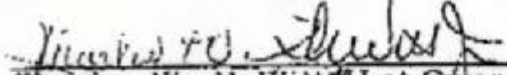
If, at a meeting of the owners of lots herein held after the first day of June, 1980, notice of the time, place and purpose of said meeting to be sent by regular United States Mail to each of said lot owners, in writing, at his or their registered address, as herein provided, not less than ten (10) days before the day fixed for said meeting, the owners of all of the lots in the Subdivision may determine, by vote or ballot (the owner or owners of each of said lots being entitled to one vote for each of said lots owned by him or them and no more), that all or any of the restrictions, conditions, covenants, reservations, rules and regulations, hereinabove expressed and provided for, should be abolished, annulled and canceled, then upon the recording, in the office of the Recorder of Deeds of St. Louis County, Missouri, of a written instrument executed and acknowledged by all of the owners of the lots, reciting the action of said meeting, and evidencing their consent to the determination reached thereat, such instrument shall be valid and effective to abolish, cancel and annul all or any of said restrictions, conditions, covenants, reservations, rules and regulations from and after the date of the recording of said instrument.

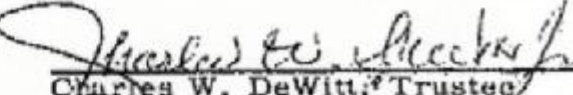
It is further provided and agreed, that if, at a meeting of all of the lot owners, called at any time from and after the date hereof, as above provided, the owners of all the lots in said Subdivision shall, determine, by vote or ballot, that all or any of the restrictions, conditions, covenants, reservations, rules and regulations provided in this Indenture should be in any way modified, amended or new provisions added thereto, then upon the Recording in the Office of the Recorder of Deeds of St. Louis County, Missouri, of a written instrument executed and acknowledged by the owner's signatures of all of said lots, reciting the action of said meeting, and expressing their consent thereto, such instrument shall be valid and effective to modify, amend or add to, any or all of said restrictions, conditions, covenants, reservations, rules and regulations from the date of the recording thereof.

ARTICLE 21

EFFECTIVE DATE OF RULES AND REGULATIONS

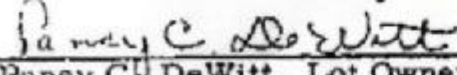
The foregoing restrictions, conditions, covenants, reservations, rules and regulations shall be and become effective upon the filing of this Indenture of record in the office of the Recorder of Deeds of St. Louis County, Missouri.

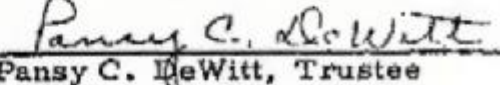

Charles W. DeWitt, Lot Owner


Charles W. DeWitt, Trustee


Susan W. DeWitt, Lot Owner


Susan W. DeWitt, Trustee


Pansy C. DeWitt, Lot Owner


Pansy C. DeWitt, Trustee

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 1st day of November, 1977, before me personally appeared Charles W. DeWitt, Susan W. DeWitt and Pansy C. DeWitt, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


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


James E. Dearing - Notary Public

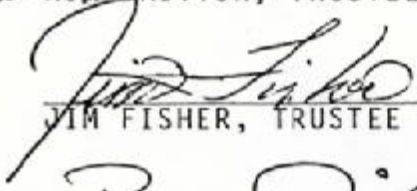
My commission expires: March 8, 1979

**AMENDMENT TO ARTICLES
EFFECTIVE DATE OF RULES AND REGULATIONS**


The foregoing restrictions, conditions, covenants, reservations, rules and regulations shall be and become effective upon the filing of this indenture of record in the office of the Recorder of Deeds of St. Louis County, Missouri.



RON BRITTON, TRUSTEE



JIM FISHER, TRUSTEE



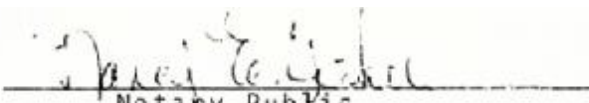
RAY DICKENS, TRUSTEE

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 19 Day of April, 1980, before me personally appeared Ron Britton, Jim Fisher, Ray Dickens, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunder 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: **MAY 10, 1982**
 FOR ST. LOUIS COUNTY

**AN AMENDMENT TO
INDENTURE OF RESTRICTION AGREEMENT
WAKEFIELD FARM**

BOOK 7007, Pg. 2296 of The St. Louis COUNTY RECORDS. Filed Nov. 4, 1977

Article 1

As of January 1, 1980, three (3) workdays will be established per year to insure that needed work at Wakefield Farm will be completed. This action is being taken to allow all property owners the opportunity to insure the annual assessment is kept at the minimum figure, and yet allow enough operating capital to meet all requirements. Any property owners who does not attend one (1) out of three (3) workdays will have an additional \$100.00 added to his assessment for that calendar year. Any property owners who plans on not working at any workday is given the option of paying the additional \$100.00 when he pays his assessment. All workdays will be scheduled for completion prior to November 1st of that calendar year. All additional assessments will be due by December 31st of that same calendar year. After that date, a lien will be filed against the property owner for unpaid assessment.

Vote: 6 in favor, 0 against.

Article 2

The interest penalty will be 1.50 % per month on all unpaid assessments after the due date. Vote: 6 in favor, 0 against.

Article 3

All annual assessments are due by January 1st and delinquent after March 31st. If assessments remain due after this delinquent date, liens will be filed against the respective properties.

Vote: 6 in favor, 0 against.