

**INDENTURE OF TRUST AND
RESTRICTIONS**

FOR

THE VILLAGE OF THREE PARKS

(FORMERLY "SHADOWOOD")

ORIGINAL INDENTURE

19570

INDENTURE OF TRUST AND RESTRICTIONS FOR
SHADOWOOD
ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 28th day of March,
1969 by and between ROLWES DEVELOPMENT COMPANY, INC., a Missouri Corporation, "First
Party", and EDWARD H. GIVENS, EDWARD A. ROLWES and DOUGLAS C. BURNS, all of St.
Louis County, Missouri, "Trustees",

WITNESSETH, THAT:

WHEREAS, the St. Louis County Council, by Ordinance No. 4873 approved the
development plan for SHADOWOOD, as described herein, in accordance with the Planned
Environmental Developmental Ordinances, so that plat of said tract may now be
recorded; and

WHEREAS, First Party has recorded the plat of SHADOWOOD, on this, the 28th
day of March, 1967, as Daily No. 351 in the St. Louis County Recorder's
Office pursuant to and in conformity with the aforesaid ordinance; and

WHEREAS, common land for park and recreational areas has been reserved in
SHADOWOOD, and

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

WHEREAS, it is the purpose and intention of this indenture to preserve said
tract of land as a restricted neighborhood and to protect the same against certain
uses by the adoption of a sound urban environment plan and scheme of restrictions,
and to apply that plan and scheme of restrictions to all of said land described
herein, including all common land, and mutually to benefit, guard and restrict future
residents of SHADOWOOD and to foster their health, welfare and safety; and

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

WHEREAS, First Party, by deed simultaneously herewith, has conveyed to the Trustees herein designated and has established, as common land, the property described herein; and

WHEREAS, said deed conveys the property described therein to said Trustees for a period of fifty (50) years after which fee simple title to said property will vest in all the then record owners of the lots and dwelling units in the recorded plat of SHADOWOOD, as tenants in common, but the rights of such tenants in common will only be appurtenant to and in conjunction with their ownership of lots and dwelling units in SHADOWOOD, and any conveyance or change of ownership of a lot or dwelling unit in SHADOWOOD, will carry with it ownership in common property, so that none of the owners of lots or dwelling units in SHADOWOOD, and none of the owners of the common property will have such rights of ownership as will permit them to convey their interest in the common property except as an incident to the ownership of such lot or dwelling unit, and any sale of any lot or dwelling unit in SHADOWOOD, will carry with it, without specifically mentioning it, all the incidents of ownership of the common property; PROVIDED, HOWEVER, that all of the rights, powers and authority conferred upon the Trustees of SHADOWOOD, shall continue to be exercised by the Trustees.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may thereafter derive title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots and parcels of land in SHADOWOOD, all as described herein as follows, to-wit:

I.

RESERVATION OF EXPENDITURES

First party reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation

fees, or fees, charges and expenses incurred with respect to the creation of SHADOWOOD.

II.

DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be Edward H. Givens, Edward A. Rolwes, and Douglas C. Burns, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time that First Party owns none of the property in SHADOWOOD, at which time a meeting of the then record owners in fee simple title to all lots in SHADOWOOD, shall be called by notice of meeting signed by at least three (3) lot owners, sent by first class mail to, or personally served upon, all of such record lot owners at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The notice shall specify the time and place of meeting, which place shall be in St. Louis County, Missouri. At such meeting, the owner of a lot improved with a single family residence shall have one (1) vote and the owner of a lot improved with multiple family dwelling units shall have one vote (1) for each two (2) such units. A majority of all votes cast shall have the power to elect new Trustees, each Trustee being elected separately. After three (3) have been elected, by lot one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their successors being elected to terms of three (3) years each. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinbefore provided, and any business relevant or pertinent to the affairs of SHADOWOOD, may be transacted at any meeting of lot owners called in conformity with this procedure.

III.

TRUSTEES' DUTIES AND POWERS

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

1.) To acquire and hold the common land conveyed to Trustees by separate instrument on even date herewith, which said common land is set forth and shown on the plat of SHADOWOOD, all in accordance with and pursuant to the aforesaid ordinance of the St. Louis County Council and in accordance with and subject to the

provisions of this instrument, and to deal with any common lands so acquired under the provisions hereinafter set forth.

2.) To exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, park areas, lakes (including restrictions of use of same), shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the plat of SHADOWOOD, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

3.) To exercise control over the common land shown on said plat and pay real estate taxes and assessments on said common land out of the general assessment herein provided; to maintain and improve same 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, recreations, and entertainment, education and general use of the owners of lots in SHADOWOOD, all in conformity with applicable laws; and to prescribe by reasonable rules and regulation the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots in SHADOWOOD and according to the discretion of the Trustees.

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

5.) To grant easements for public streets, sewers, and utilities on and over the common land herein described.

6.) To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees covering the use of said common land or any matter relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

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

8.) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

9.) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis courts or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvement shall be repaired.

10.) To establish rules and regulations for the operation of recreational facilities and swimming pool, if the same are provided in common areas, and employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for such guests.

11.) To purchase and maintain in force liability insurance protecting the Trustees and lot owners from any and all claims for personal injuries and property damage arising from use of common areas and facilities.

12.) In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary, to employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

At such time (fifty years after the date of any warranty deed by which the Trustees acquired the common land) as the then lot owners of SHADOWOOD, become owners of part or all of the common land theretofore conveyed to and held by the Trustees, the Trustees shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to said common land as hereinbefore set forth, and particularly, the Trustees shall continue to collect for and make payment of the real estate taxes which may be levied on the common land by St. Louis County and/or by other governmental body or agency.

IV.

ASSESSMENTS

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

1.) (a) The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed Fifty Dollars (\$50.00) per lot in each calendar year upon and against each lot in SHADOWOOD, upon which a residence has been constructed and sold either by First Party or by any other builder, and in an amount not less than one half the annual rate paid by each single family unit, against each completed multiple family dwelling unit, for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the further purpose of enabling the Trustees to defend and enforce restrictions adequately to maintain streets, if required, common land, utilities, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in SHADOWOOD. Each annual assessment shall be levied prior to December 31st in the year prior

to the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual postoffice address of the owner and deposited in the United States mail with postage prepaid, or by the posting of a notice of the assessment upon the residence or dwelling unit against which it applies, by said December 31st. Each such annual assessment shall be due on March 1st following and shall become delinquent if not paid by April 1st.

(b) In addition to the foregoing authority to make a uniform annual assessment for the purpose of carrying out their general duties and powers, should a recreation facility and/or a swimming pool be located in the subdivision, the Trustees shall levy a uniform annual assessment against each completed single family residence and each multiple family unit for maintenance and operation of such recreational facility and/or swimming pool, PROVIDED, HOWEVER, that no such assessment shall be levied until the facility and/or pool have been completed and no part of such assessment shall be expended in payment for the original construction. The Trustees are further authorized to obtain additional funds through dues to be paid by those residents of SHADOWOOD, who elect to use the facility and / or pool. The words "multiple family unit," as used hereinafter, shall mean an apartment or living unit for one family in a multiple family building.

(c) If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required, to the then owners of residences and dwelling units. If such assessment is approved, either at a meeting of the owners of residences and dwelling units called by the Trustees, by fifty-five (55%) percent of the votes cast in person or by proxy, or on written consent of fifty-five percent (55%) of the total votes, the Trustees shall notify all owners of the additional assessment: PROVIDED, HOWEVER, that in determining such required fifty-five percent (55%) majority, each owner of a single family residence shall be entitled to one (1) full vote and each owner of a multiple-family dwelling unit shall be entitled to one-half (1/2) of a full vote, except that only those who have paid all assessments theretofore made, shall be entitled to vote on any question. The limit of the annual assessments for general purposes as set forth in (1) (a) above, shall not apply to any assessment made under the provision of this paragraph. Notice of such special assessment 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.

(d) Should a residence or multi-family building become a 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 residence or dwelling unit shall be charged with a portion of the assessment pro rated for the balance of that year.

2) All assessments shall bear interest at the rate of eight percent (8%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessments shall not have priority over existing mortgages or deed of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release said lien.

3) The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

4) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

V.

INDENTURE OF RESTRICTIONS

First Party being the owner of the following described real estate lying and being situated in St. Louis County, Missouri, and being more particularly described as:

Lots 1 thru 134, both inclusive and common area as described on attached sheet of SHADOWOOD, a subdivision of St. Louis County, Missouri, according to the plat thereof recorded in the Office of Recorder of Deeds, St. Louis County, Missouri, on the 24th day of March 1968, as Dally No. 351.
 being all the property included in the plat of said SHADOWOOD, by this indenture does impose upon all lots and common land in SHADOWOOD, the following restrictions

A tract of land being part of Surveys 191, 197, 193, and 194 of St. Ferdinand Commonfields in Township 47 North, Range 6 East, St. Louis County, Missouri, and more particularly described as follows:

Commencing at the Northwest corner of Land conveyed to Leroy H. Loesing and Marcla, his wife, by deed recorded in Deed Book 3898, Page 626 of the St. Louis County Records, said point being also on the Southwest line of Wiethaupt Road, 40 foot wide; thence North 53 degrees 01 Minutes West 469.36 feet to a point; thence South 36 degrees 59 minutes West 10 feet to the point of beginning; thence South 80 degrees 44 minutes 5 seconds West 145.14 feet to a point; thence South 33 degrees 40 minutes 20 seconds West 139.19 feet to a point; thence South 17 degrees 53 minutes 39 seconds East 139.19 feet to a point; thence South 69 degrees 27 minutes 37 seconds East 139.19 feet to a point; thence North 83 degrees 2 minutes 33 seconds East 41.04 feet to a point; thence North 36 degrees 59 minutes East 90 feet to a point; thence South 53 degrees 1 minute East 97.96 feet to a point of curvature; thence in a Southerly direction along an arc to the right having a radius of 20 feet a distance of 31.398 feet to a point of tangency; thence South 36 degrees 56 minutes West 176.998 feet to a point of curvature; thence along an arc to the left having a radius of 250 feet, a distance of 42.496 feet to a point; thence North 62 degrees 48 minutes 22 seconds West 120 feet to a point; thence South 20 degrees 17 minutes 50 seconds West 88.859 feet to a point; thence South 6 degrees 30 minutes 13 seconds West 88.859 feet to a point; thence South 7 degrees 17 minutes 23 seconds East 88.859 feet to a point; thence South 3 degrees 29 minutes 45 seconds West 89.585 feet to a point; thence South 59 degrees 50 minutes 11 seconds West 129.011 feet to a point; thence South 39 degrees 57 minutes 14 seconds West 114.592 feet to a point on a curve; thence along an arc in a Westerly direction having a radius of 150 feet, a distance of 8.169 feet to a point of tangency; thence North 53 degrees 10 minutes West 24.667 feet to a point; thence North 36 degrees 50 minutes East 115 feet to a point; thence North 53 degrees 10 Minutes West 65.0 feet to a point; thence North 20 degrees 51 minutes 43 seconds West 67.472 feet to a point; thence North 15 degrees 53 minutes 13 seconds West 251.90 feet to a point; thence North 42 degrees 49 minutes 47 seconds East 117.196 feet to a point; thence North 15 degrees 10 minutes 41 seconds East 96.698 feet to a point; thence North 9 degrees 29 minutes East 159.20 feet to a point; thence North 36 degrees 59 minutes East 73.32 feet to a point; thence North 27 degrees 7 minutes 42 seconds East 102.374 feet to a point; thence North 1 degree 13 minutes 41 seconds East 116.477 feet to a point; thence North 34 degrees 59 minutes 18

seconds West 125.448 feet to a point; thence South 53 degrees 01 minutes East 344.38 feet to the point of beginning.

ALSO: Park "B"

A tract of land being part of Surveys 191, 192, 193, and 194 of St. Ferdinand Commonfields in Township 47 North, Range 6 East, St. Louis County, Missouri and more particularly described as follows:

Commencing at the Northwest corner of land conveyed to Leroy H. Loesing and Marcia, his wife, by deed recorded in Deed Book 3898, Page 626 of the St. Louis County Records, said point being also on the Southwest Line of Wiethaupt Road 40.00 feet wide; thence North 53 degrees 01 minutes West 1371.26 feet to a point; thence South 36 degrees 59 minutes West 176.00 feet to a point; thence South 53 degrees 01 minutes East 40.128 feet to the point of beginning; thence South 53 degrees 01 minutes East 78.243 feet to a point; thence South 36 degrees 59 minutes West 90.00 feet to a point; thence South 29 degrees 3 minutes 26 seconds West 76.628 feet to a point; thence South 9 degrees 29 minutes West 672.30 feet to a point; thence North 80 degrees 31 minutes West 21.42 feet to a point of curvature; thence along an arc to the right having a radius of 150.00 feet a distance of 71.60 feet to a point of tangency; thence North 53 degrees 10 minutes West 30.00 feet to a point; thence North 36 degrees 50 minutes East 120.00 feet to a point; thence North 53 degrees 10 minutes West 253.385 feet to a point; thence North 36 degrees 49 minutes East 502.007 feet to a point; thence North 17 degrees 27 minutes 28 seconds East 78.435 feet to a point; thence North 36 degrees 59 minutes East 93.888 feet to the point of beginning.

ALSO: Park "C"

A tract of land being part of Survey 194 of St. Ferdinand Commonfields in Township 47 North Range 6 East, St. Louis County, Missouri and more particularly described as follows:

Commencing at the most Northern corner of Lot 94 of Flamingo Park, Plat #14, a subdivision recorded in Book 114, Pages 56 and 57 of the St. Louis County Recorder's Office; thence North 53 degrees 10 minutes West 100.40 feet to the point of beginning; thence North 53 degrees 10 minutes West 242.806 feet to a point; thence North 32 degrees 19 minutes 37 seconds East 87.982 feet to a point; thence North 86 degrees 40 minutes 31 seconds East 89.50 feet to a point; thence South 3 degrees 11 minutes 25 seconds West 141.123 feet to a point; thence South 38 degrees 0 minutes 30 seconds East 106.853 feet to the point of beginning.

and conditions, to wit:

(1) Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for continuing successive terms of ten (10) years each unless an instrument, signed by the then owners of a majority of the lots and dwelling units (each dwelling unit being considered one-half of one lot in determining whether there is a majority) in SHADOWOOD, has been recorded, agreeing to change these covenants in whole or in part.

(2) Land Use and Building Type: All lots in SHADOWOOD, other than common area (see legal desc.), shall be used only for single family residential purposes, and no building shall be erected, placed, altered or permitted to remain on any of said lots other than single family residences not to exceed two stories in height. Lot# (Multiple Lot D) shall be used only for multiple family dwellings and all buildings on said lots shall be erected and placed in the manner shown on the development plan filed with the Planning Commission of St. Louis County, Missouri.

(3) Dwelling Cost, Quality and Size: The construction costs of each single family dwelling in SHADOWOOD, shall not be less than \$5,000.00 based on building costs prevailing on the date these covenants are recorded, and shall be of such quality, workmanship and design and shall be constructed of such materials as will maintain the subdivision as first class single-family residential area. The determination as to whether these standards of cost, quality, workmanship, design and materials are satisfactory shall be made by the Board of Trustees. Exclusive of garages and open porches, there shall be not less than 500 square feet on the ground floor of a one-story dwelling, not less than 900 square feet on the ground floor of a one and a half story dwelling, and less than 900 square feet on the ground floor of a two-story dwelling.

(4) Placement of Improvements: Residence buildings shall be placed on lots only in the manner approved by the Trustees, with the front and side building set-back lines being at least those required by St. Louis County zoning ordinances for the subdivision.

(5) Easements: The easements shown on the recorded plat for installation and maintenance of utilities and drainage facilities are hereby reserved and the same shall run with the land.

(6) Entrance Way: The board shall maintain the entrance way or ways into the subdivision and pay the cost of electricity consumed for lighting such entrance way or ways and the streets in the subdivision.

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

(8) Livestock and Poultry: No animals, livestock or poultry shall be raised bred or kept on any lot, EXCEPT, THAT, household pets, in limited numbers, may be kept provided they are not maintained for any commercial purpose.

(9) Fences: No fences or screening shall be erected or maintained on any lot between the building set-back lines and the street upon which that lot fronts. Fences may be maintained on other portions of lots only with written consent of the Trustee as to locations, materials used and heights of fence. The decision of the Trustees shall be conclusive.

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

(11) Invalidation: Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

IN WITNESS WHEREOF, First Party has executed this Indenture this 25th day of March 1969.

Attest

Secretary

Rolwes Development Company, Inc.

By: Edward A. Rolwes

Edward H. Givens
Edward H. Givens, Trustee

Edward A. Rolwes
Edward A. Rolwes, Trustee

Douglas C. Burns
Douglas C. Burns, Trustee

State of Missouri)
County of St. Louis) ss.

On this 25th day of March, 1969, before me appeared Edward A. Rolwes, to me personally known, who, being by me duly sworn, did say that he is the President of ROLWES DEVELOPMENT COMPANY, INC., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Edward A. Rolwes acknowledged said instrument to be the free act and deed of said corporation.

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

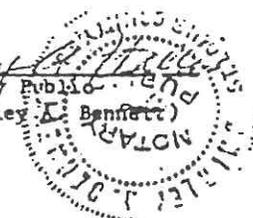
Shirley A. Bennett
Notary Public
(formerly Shirley A. Bennett)


My commission expires: October 19, 1969

State of Missouri)
County of St. Louis) ss.

On this 28th day of March, 1969, before me personally appeared Edward H. Givens, Edward A. Rolwes, and Douglas C. Burns, 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, as Trustees.

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.

Shirley A. Bennett
Notary Public
(formerly Shirley A. Bennett)


My commission expires: October 19, 1969

ADMENDMENTS TO

THE

**INDENTURE OF TRUST AND
RESTRICTIONS**

FOR

THE VILLAGE OF THREE PARKS

(FORMERLY "SHADOWOOD")

950
/ 6

- FIRST AMENDMENT
TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR
SHADOWOOD, ST. LOUIS COUNTY, MISSOURI

This Indenture is herewith made and entered into this 25th day of May, 1969, by and between ROLWES DEVELOPMENT COMPANY, INC., a Missouri corporation, ("First Party") and EDWARD H. GIVENS, EDWARD A. ROLWES and DOUGLAS C. BURNS, all of St. Louis County, Missouri, ("Trustees"), pursuant to the following recitals and on the following terms:

W I T N E S S E T H :

WHEREAS, on March 28, 1969, the First Party and the Trustees entered into an "Indenture of Trust and Restrictions for Shadowood, St. Louis County, Missouri, ("Original Indenture") which was recorded in Book 6385, page 1538, of the St. Louis County Records, on March 28, 1969; and

WHEREAS, the First Party at the time of the execution hereof is the owner of all of the real estate recorded as the "Plat of Shadowood," dated March 28, 1969, and recorded in Plat Book 128, Pages 52 and 53, of the St. Louis County Records; and

WHEREAS, the First Party and the Trustees desire to effect an Amendment to the Original Indenture and the Trustees desire to resign;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements made by the parties hereto each to the other, the parties herewith covenant and agree with each other, both collectively and individually, for themselves and their heirs, successors and assigns and for and on behalf of all persons who may hereafter

hold or derive title to any of the lots and parcels of Shadowood, as recorded in Plat Book 128, Pages 52 and 53, of the St. Louis County Records, as follows:

1. Change of Name of Subdivision.

The name of the subdivision is hereby changed from "SHADOWOOD" to "THE VILLAGE OF THREE PARKS," and may hereafter be referred to as "THE VILLAGE OF THREE PARKS" by the Trustees and all property owners holding lots or parcels in the tract described in Plat Book 128, Pages 52 and 53, of the St. Louis County Records. Wherever the name, "Shadowood," appears in the Original Indenture, the name, "The Village of Three Parks" is hereby substituted therefor.

2. Correction of Typographical Error.

The parties acknowledge that a typographical error appeared in Section IV (3) in the Original Indenture wherein a requirement was made that "*** the treasurer being bonded for the property performance of his duties ***." The language of the said clause is hereby corrected as follows: "*** the treasurer being bonded for the proper performance of his duties ***."

3. Correction and Modification of Indenture of Restrictions.

The parties hereby correct and modify Article V (3) of the Original Indenture by eliminating the following sentence appearing in the said clause: "Exclusive of garages and open porches, there shall be not less than 900 square feet on the ground floor of a one-story dwelling, not less than 900 square feet on the ground floor of a one and a half story dwelling, and less than 900 square feet on the ground floor of a two-story dwelling," and substituting therefor the following sentence: "Exclusive of garages and open

porches, there shall be not less than 900 square feet on the ground floor of a one-story dwelling, not less than 700 square feet on the ground floor of a one and a half-story dwelling, and not less than 500 square feet on the ground floor of a two-story dwelling."

4. Permission of the Trustees to Place Suitable Signs on Lots During Construction and Prior to Initial Sale.

Article V (7) of the Original Indenture provides as follows:

"*** Should First Party not develop all the lots and should it convey lots to other builders, the Trustees may grant such other builders or developers the right to place suitable signs on lots during construction and prior to initial sale of the residence constructed thereon."

The parties acknowledge that the First Party is conveying all of the lots and parcels of the tract described in Plat Book 128, Pages 52 and 53, of the St. Louis County records to the WIETHAAPT DEVELOPMENT CORP. on even date herewith. Pursuant to the powers of the Trustees, as set forth in the Original Indenture, the Trustees hereby grant to the WIETHAAPT DEVELOPMENT CORP. and such other builders or developers as the WIETHAAPT DEVELOPMENT CORP. may designate the right to place suitable signs on lots during construction and prior to initial sale of the residence constructed on each such lot.

5. Amendment of Clause Pertaining to Designation and Selection of Trustees.

Article II of the Original Indenture is hereby deleted in its entirety and a new Article II, "Designation and Selection of Trustees," is hereby adopted as follows:

"The trustees shall be David N. Levinson, Edward Balk and Donald D. Reynolds, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall

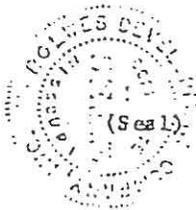
appoint a successor or successors until such time that WIETHAAPT DEVELOPMENT CORP. or THE VILLAGE OF THREE PARKS, INC., owns none of the property in the Village of Three Parks. In the event WIETHAAPT DEVELOPMENT CORP. or THE VILLAGE OF THREE PARKS, INC., shall transfer all of the remaining unimproved lots in the subdivision to another developer for purposes of construction, all of the Trustees may resign in favor of Trustees nominated by such transferee. Upon the completion of the construction program, a meeting of the then record owners in fee simple title to all lots in the Village of Three Parks shall be called by notice forwarding signed by at least three (3) lot owners sent by first class mail to, or personally served upon, all of such record lot owners at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The notice shall specify the time and place of meeting, which place shall be in St. Louis County, Missouri. At such meeting the owner (or owners) of each single-family dwelling unit shall have one vote (i.e., the owner(s) of a single-family residence shall have one vote; the owner(s) of a multiple-family structure shall have a vote for each dwelling unit in the multiple family structure). The owner(s) of an unimproved lot shall have one vote for each such unimproved lot. A majority of all votes cast shall have the power to elect new Trustees, each Trustee being elected separately. After three (3) have been elected by lot, one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their successors being elected to terms of three (3) years each. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinbefore provided, and any business relevant or pertinent to the affairs of the Village of Three Parks may be transacted at any meeting of lot owners called in conformity with this procedure."

6. Conveyance of Common Ground to New Trustees.

The First Party and the Trustees specified in the Original Indenture do hereby grant, bargain and sell, convey and confirm unto the new Trustees hereinabove specified, being David N. Levinson, Edward Balk and Donald D. Reynolds, all of their right, title and interest in and to the common ground described as Park "A," Park "B" and Park "C" in the Original

Indenture, and the said new Trustees, David N. Levinson, Edward Balk and Donald D. Reynolds, shall hold title to the said Parks "A," "B" and "C" solely as Trustees pursuant to and in accordance with Ordinance No. 4873 of the St. Louis County Council and in accordance with the Planned Environmental Development Ordinances of St. Louis County, Missouri, and pursuant to trust as created by Trust Indenture recorded in Book 6385, page 1838, of the St. Louis County Records.

Executed this 28 day of May, 1969.



ROLWES DEVELOPMENT COMPANY, INC.

By Edward A. Rolwes

Pres.
(Title)

"First Party"

Edward H. Givens
EDWARD H. GIVENS

Edward A. Rolwes
EDWARD A. ROLWES

Douglas C. Burns
DOUGLAS C. BURNS

Trustees under Original Indenture
recorded in Book 6385, Page 1838,
of the St. Louis County, Missouri,
Records.

"Trustees"

The undersigned hereby agree to act as Trustees pursuant
to the foregoing.

David N. Levinson
DAVID N. LEVINSON

Edward Balk
EDWARD BALK

Donald D. Reynolds
DONALD D. REYNOLDS

3-
JK

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

BEFORE THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI

In the Matter of application for)
change of subdivision name of)
Shadowood Subdivision to Village)
of Three Parks Subdivision of a) 4th Council District
tract o. land approved as a)
Planned Environment Unit by)
Ordinance No. 4873.)

ORDER

Now on this ^{10th}~~26th~~ day of ^{July}~~June~~, 1969, the County Council of St. Louis County, Missouri, does find and order as follows:

WHEREAS, pursuant to the recommendation of the St. Louis County Planning Commission, the County Council of St. Louis County, Missouri, in due course, did adopt Ordinance No. 4873 approving a petition and plat for the development of a tract of land as a Planned Environment Unit, under the provisions of Section 1003.187 ELCRO 1964, as amended; and

WHEREAS, plat of said tract of land designated Shadowood Subdivision as approved by the County Council has been filed for record in Plat Book 128, Pages 52 and 53, of the St. Louis County Recorder's Office; and

WHEREAS, on the 19th day of June, 1969, there was filed with the County Council a communication requesting a change of name of the subdivision to Village of Three Parks Subdivision, which request was referred to the Planning Commission for appropriate advices; and

WHEREAS, on the 26th day of June, 1969, the St. Louis County Council received, filed and approved the report of the St. Louis County Planning Commission recommending the change of name of the subdivision as requested; and

BOOK C-128 PAGE 899

1

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss
FILED FOR RECORD

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RECORDED BY: *[Signature]*

WHEREAS, the St. Louis County Council does approve the proposed change of name of said subdivision as submitted;

NOW, THEREFORE,

UPON MOTION DULY MADE, SECONDED AND CARRIED, IT IS HEREBY ORDERED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI:

SECTION 1. The request of the petitioner for the amendment and change of name of Shadowood Subdivision as recorded in Plat Book 128, Pages 52 and 53 of the St. Louis County Recorder's Office, to Village of Three Parks Subdivision is granted.

SECTION 2. The change of name authorized by this Order shall in no event and under no circumstances alter the conditions for development of the subdivision as a Planned Environment Unit as set forth in Ordinance 4873.

SECTION 3. This order approving said change of name is subject to petitioner filing for record with the Recorder of Deeds of St. Louis County an instrument changing the name of the subdivision recorded in Plat Book 128, Pages 52 and 53 as Shadowood Subdivision to Village of Three Parks Subdivision.



Binard W. LaSalle
CHAIRMAN, COUNTY COUNCIL

[Signature]
CLERK

END OF DOCUMENT

Missouri

BOOK 6477 PAGE 862

County Fee	1800
State Use Fee	1000
Total	2800

SECOND AMENDMENT
TO

INDENTURE OF TRUST AND RESTRICTIONS
FOR THE VILLAGE OF THREE PARKS
(formerly known as "Shadowood"),
A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI

This Indenture is herewith made and entered into this
31st day of August, 1970, by the undersigned owners of lots
located in the Village of Three Parks, St. Louis County,
Missouri, pursuant to the following recitals and on the follow-
ing terms:

W I T N E S S E T H :

WHEREAS, there was established a subdivision in St. Louis
County, Missouri, known as "Plat of Shadowood," dated March 28,
1969, and recorded in Plat Book 128, Pages 52 and 53, of the
St. Louis County Records; and

WHEREAS, concurrent with the filing of the subdivision
plat there was also recorded an "Indenture of Trust and Restric-
tions for Shadowood, St. Louis County, Missouri, dated March 28,
1969, ("Original Indenture") which was recorded in Book 6385,
Page 1838, of the St. Louis County Records, which Original Inden-
ture was amended by instrument styled, "First Amendment to Indenture
of Trust and Restrictions for Shadowood, St. Louis County, Missouri,"
dated May 28, 1969, ("First Amendment") and recorded in Book 6399,
Page 218, of the St. Louis County Records, which provided, inter
alia, that the said subdivision shall hereafter be known as "The
Village of Three Parks"; and

WHEREAS, the undersigned owners desire to further modify
the Original Indenture and the First Amendment so as (1) to modify

REGISTERED
OF ST. LOUIS
FOR RECORD
1970

the record requirements of the Indentures with respect to providing that all future construction on undeveloped lots fronting on Sherwood Drive, Sherwood Court and Elksforth Court will be of a quality consistent with the construction of the buildings already erected thereon rather than the lesser standards as previously provided in the said Indentures, and (ii) to modify the record requirements of the Indentures with respect to providing that all future construction on undeveloped lots on Chesswood Drive, Grants Parkway and Dawnview Drive will be in the manner hereinafter prescribed,

NOW, THEREFORE, in consideration of the premises, the undersigned owners do herewith modify and amend the Original Indenture and the First Amendment in the following respects:

Article V, Section (3), of the Original Indenture and Section 3 of the First Amendment are hereby deleted and in lieu thereof the following clause is substituted: "Dwelling Cost, Quality and Size: The construction costs of each single family dwelling hereafter to be constructed on Sherwood Drive, Sherwood Court and Elksforth Court, being Lots 1 through 45, inclusive, of The Villages of Three Parks (formerly Shadowood) according to the plat thereof recorded in Plat Book 128, Pages 52 and 53, of the St. Louis County Records, shall be the sum of not less than \$12,000.00, and the dwellings shall be constructed of such materials and be of such quality and workmanship as will maintain the said lots as a desirable single family residential area. The size of the said single family residences, exclusive of garages and open porches, shall not be less than 1,000 square feet on the ground floor of any single story dwelling, 1,200 total

6477 PAGE 853

square feet in any two story dwelling or 1,100 total square feet in any story and a half dwelling. The construction costs of each single family dwelling hereafter to be constructed on Chesswood Drive, Grants Parkway and Dawnview Drive, being Lots 46 through 134, inclusive, of The Village of Three Parks (formerly Shadowood) according to the plat thereof recorded in Plat Book 128, Pages 52 and 53, of the St. Louis County Records, shall be the sum of not less than \$9,000.00, and the dwellings shall be constructed of such materials and be of such quality and workmanship as will maintain the said lots as a desirable single family residential area. The size of the said single family residences, exclusive of garages and open porches, shall not be less than 725 square feet on the ground floor of a one-story dwelling, 775 total square feet in a one and one-half story dwelling and not less than 850 total square feet in a two-story dwelling.

Executed this 31st day of August, 1970.

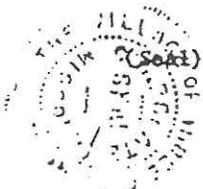
The undersigned herewith consents to the foregoing Second Amendment to Indenture of Trust and Restrictions for The Village of Three Parks (formerly known as "Shadowood"), a Subdivision in St. Louis County, Missouri.

Attest:

THE VILLAGE OF THREE PARKS, INC.

Robert M. Shultz
Secretary

By [Signature]
President
(Title)



Owner of Lots 1 through 7, 9, 10, 12, 13, 15 through 22, 25, 26, 29 through 54, 65 through 71, 134 and part of multiple Lot D, according to Plat thereof recorded in Plat Book 128, Pages 52 and 53, of the St. Louis County Records.

BOOK 6477 PAGE 864

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

On this 15th day of August, 1970, before me personally appeared DAVID N. LEVINSON, to me personally known, who, being by me duly sworn, did say that he is the President of THE VILLAGE OF THREE PARKS, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing Second Amendment to Indenture of Trust and Restrictions for The Village of Three Parks (formerly known as "Shadowood"), a subdivision in St. Louis County, Missouri, is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said DAVID N. LEVINSON acknowledged said instrument to be the free act and deed of said corporation.

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



Barbara J. T.
Notary Public

My commission expires:

2-3-74

BOOK 6477 PAGE 865

is hereby deleted in its entirety and a new Article II,
"Designation and Selection of Trustees," is hereby adopted
as follows:

"The trustees shall be David N. Levinson, Edward Balk and Donald D. Reynolds, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time as set forth in Article II, Section 2, in the Indenture for Planned Unit Development, Multiple Lot "D", Village of Three Parks, St. Louis County, Missouri. In the event NIETHAAPT DEVELOPMENT CORPORATION or THE VILLAGE OF THREE PARKS, INC., shall transfer all of the remaining unimproved lots in the subdivision to another developer for purposes of construction, all of the Trustees may resign in favor of Trustees nominated by such transferee. Upon the completion of the construction program, or under the provisions of Article III, Section 2, whichever occurs first, a meeting of the then record owners in fee simple title to all lots in the Village of Three Parks shall be called by notice of meeting signed by at least three (3) lot owners sent by first class mail to, or personally served upon, all of such record lot owners at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The notice shall specify the time and place of meeting, which place shall be in St. Louis County, Missouri. At such meeting the owner (or owners) of each single-family dwelling unit shall have one vote (i.e., the owner(s) of a single-family residence shall have one vote; the owner(s) of a multiple-family structure shall have a vote for each dwelling unit in the multiple family structure). The owner(s) of an unimproved lot shall have one vote for each such unimproved lot. A majority of all votes cast shall have the power to elect new Trustees, each Trustee being elected separately. After three (3) have been elected by lot, one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their successors being elected to terms of three (3) years each. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinbefore provided, and any business relevant or pertinent to the affairs of the Village of Three Parks may be transacted at any meeting of lot owners called in conformity with this procedure."

Article III, "Trustees Duties and Powers," shall be amended by deleting the first paragraph and in lieu thereof the following paragraph is substituted:

First Party hereby invests Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities, with the exception that Multiple Lot "D" shall be solely controlled by the Directors of Multiple Lot "D" of the Village of Three Parks, whose duty it shall be to carry out the provisions of this

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THIRD AMENDMENT
TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR THE VILLAGE OF THREE PARKS
(Formerly known as "Shadowood")
A Subdivision in St. Louis County, Missouri

This Indenture is herewith made and entered into
this 17th day of February, 1971, by and between Village
of Three Parks, Inc., a Missouri corporation ("First Party")
and David N. Levinson, Edward Balk and Donald D. Reynolds,
all of St. Louis County, Missouri ("Trustees"), pursuant to
the following recitals and on the following terms:

WITNESSETH:

Whereas, on March 28, 1969, an Indenture of Trust
and Restrictions for Shadowood, St. Louis County, Missouri
("Original Indenture") was recorded in Book 6385, page 1838,
of the St. Louis County Records; and

Whereas, said "Original Indenture" was amended by
the First Amendment to Indenture of Trust and Restrictions
recorded in Book 6399, page 218, of the St. Louis County
Records and the Second Amendment to Indenture of Trust and
Restrictions for the Village of Three Parks recorded in Book
6477, page 802, of the St. Louis County Records; and

Whereas, the First Party and the Trustees desire
to effect a Third Amendment to the Original Indenture;

Now, therefore, in consideration of the premises
and the covenants and agreements made by the parties hereto
each to the other, the parties herewith covenant and agree
to modify and amend the Original Indenture, First Amendment
and Second Amendment in the following respects:

The fifth Whereas Clause on Page 1 of the Indenture
which is set out as follows is hereby deleted:

WHEREAS, it is the purpose and intention of
this indenture to preserve said tract of land as
a restricted neighborhood and to protect the same
against certain uses by the adoption of a sound
urban environment plan and scheme of restrictions
to all of said land described herein, including
all common land, and mutually to benefit, guard
and restrict future residents of SHADOWOOD and
to foster their health, welfare and safety; and

Article II, Designation and Selection of Trustees
of the Original Indenture and as amended by the First Amendment,

instrument wherein it applies to Multiple Lot "D".

Article IV, "Assessments" shall be amended by deleting the first paragraph and in lieu thereof the following paragraph is substituted:

The Trustees and their successors in office are hereby authorized, empowered, and granted the right to make assessments upon and against lots in Village of Three Parks, for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument, with the exception that this article shall not conflict with Article IV of the Indenture for Planned Unit Development, Multiple Lot "D", Village of Three Parks, St. Louis County, Missouri. In the event that any assessment under this Article conflicts with Article IV of Multiple Lot "D" Indenture, then the Multiple Lot "D" Indenture shall take precedent, to the exclusion of this Indenture, any provisions of this Indenture to the contrary, notwithstanding.

Article V, Section 2, is hereby amended by deleting the last sentence and in lieu thereof substituting the following sentence: Lots created in "Multiple Lot D" shall be used only for single-family dwellings and all buildings on said lots shall be erected and placed in the manner shown on the development plan filed with the Planning Commission of St. Louis County, Missouri.

Article V, Section 4, is deleted and in lieu thereof the following section is substituted:

(4) Placement of Improvements: Residence buildings shall be placed on lots only in the manner approved by the Trustees, with the front and side buildings set-back lines being at least those required by St. Louis County zoning ordinances for the subdivision, with the exception that this clause shall not apply to Multiple Lot "D".

44

6586 PAGE 344

RECORDED

NOV 17 AM 9:39

RECORDED

IN WITNESS WHEREOF, First Party and the Trustees
have executed this Indenture this 15th day of February,
1971.



VILLAGE OF THREE PARKS, INC.

by David N. Levinson
David N. Levinson, President
"First Party"

David N. Levinson
David N. Levinson
"Trustee"

Ed Balk
Ed Balk
"Trustee"

Donald D. Reynolds
Donald D. Reynolds
"Trustee"

Notation

750
8/3

16

THIRD AMENDMENT
 TO
 INDENTURE OF TRUST AND RESTRICTIONS
 FOR THE VILLAGE OF THREE PARKS
 (formerly known as "Shadowwood"),
 A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI

STATE OF MISSOURI)
 COUNTY OF ST. LOUIS) ss
 FILED FOR RECORD

74 OCT -4 AM 8:56

Wm C. ...
 RECORDER OF DEEDS

This Indenture is herewith made and entered into this 24 th
 day of September, 1974, by the undersigned owners of lots located
 in the Village of Three Parks, St. Louis County, Missouri and KURT H.
 HARPER, DAVID HEWITT, and JAMES SLOAN, all of St. Louis County, Missouri,
 (Trustees) pursuant to the following recitals and on the following
 terms:

W I T N E S S E T H :

Whereas: there was established a subdivision in St. Louis
 County, Missouri known as "Plat of Shadowood," dated March 28, 1969,
 and recorded in Plat Book 128, Pages 52 and 53, of the St. Louis
 County Records; and

Whereas: concurrent with the filing of the subdivision plat
 there was also recorded an "Indenture of Trust and Restrictions for
 Shadowood, St. Louis County, Missouri, dated March 28, 1969,
 ("Original Indenture") which was recorded in Book 5385, Page 1838, of
 the St. Louis County Records, which Original Indenture was amended
 by instrument styled, "First Amendment to Indenture of Trust and
 Restrictions for Shadowood, St. Louis County, Missouri," dated May
 28, 1969, ("First Amendment") and recorded in Book 6399, page 218,

BOOK 6757 PAGE 1264

of the St. Louis County Records, which provided inter alia, that the said subdivision shall hereafter be known as "Village of Three Parks"; and which Original Indenture was again thereafter amended by instrument styled "Second Amendment to Indenture of Trust and Restrictions for the Village of Three Parks (Formerly known as "Shadowood"), a subdivision in St. Louis County, Missouri" dated August 31, 1970, ("Second Amendment") and recorded in book 6477, Page 862 of the St. Louis County Records; and

Whereas: the undersigned owners and trustees desire to effect an Amendment to the Original Indenture.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements made by the parties hereto each to the other, the parties herewith covenant and agree with each other, both collectively and individually, for themselves and their heirs, successors and assigns and for and on behalf of all persons who may hereinafter hold or derive title to any of the lots and parcels of the Village of Three Parks (formerly known as Shadowood) as recorded in Plat Book 128, Pages 52 and 53, of the St. Louis County Records as follows:

1. Amendment of Article IV Section 2 relating to assessments.

Article IV, Section 2 of the Original Indenture is hereby deleted in its entirety and a new Article IV, Section 2 is hereby adopted as follows:

2. All assessments shall bear interest at the rate of eight percent (8%) per annum from the date of delinquency. After the date

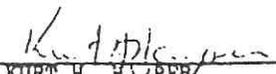
of delinquency, at the election of the trustees, either legal action to collect the same may be instituted against such owner, in which case the cost of attorney's fees to effect collection as well as court costs incurred will be charged to the owner or the trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri and the amount of that assessment together with interest shall become a lien against the property upon which the levy was made, subordinate only to general taxes and deeds of trust of record. In this event, the trustee shall have the right to sell said property in the same manner as is authorized by Missouri law for sale of the property under deeds of trust, with notice of sale being published in the manner required by such law. In addition to the amount of said lien and interest, there shall be added the costs of foreclosure, including the cost of attorney's fees. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the trustees shall release said lien, after an additional fee of ten Dollars (\$10.00) has been added for the trustee's expense in the recording of said instrument in the Recorder's Office of St. Louis County, Missouri.

Executed this 24 th day of September, 1974.

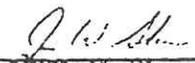
The undersigned herewith consent to the foregoing Third Amendment to Indenture of Trust and Restrictions for the Village of Three Parks

BOOK 6757 PAGE 1266

(formerly known as Shadowood) a Subdivision in St. Louis County,
Missouri.


KURT H. HARPER


DAVID HEWITT


JAMES SLOAN

(Trustees)



FOURTH AMENDMENT
TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR THE VILLAGE OF THREE PARKS
(Formerly known as "Shadowood"),
A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI

This indenture is herewith made and entered into this *16 Day* of January, *2004*, by the undersigned owner(s) of lot(s) located in the Village of Three Parks, St. Louis County, Missouri, pursuant to the following recitals and on the following terms:

W I T N E S S E T H :

WHEREAS, there was established a subdivision in St. Louis County, Missouri, known as "Plat of Shadowood," dated March 28, 1969, and recorded in Plat Book 128, Pages 52 and 53, of the St. Louis County Records; and

WHEREAS, concurrent with the filing of the Subdivision Plat there was also recorded an "Indenture of Trust and Restrictions" for Shadowood, St. Louis County, Missouri, dated March 28, 1969, ("Original indenture") which was recorded in Book 6385, Page 1838, of the St. Louis County Records; and

WHEREAS, which Original Indenture was amended by instrument styled, "First Amendment to Indenture of Trust and Restrictions for Shadowood. St. Louis County, Missouri," dated May 28, 1969, ("First Amendment") and recorded in Book 6399, Page 218, of the St. Louis County Records; and

WHEREAS, which Original Indenture was again amended by instrument styled, "Second Amendment to Indenture of Trust and Restrictions for Shadowood. St. Louis County, Missouri," dated August 31, 1970, ("Second Amendment") and recorded in Book 6477, Page 862, of the St. Louis County Records; and

WHEREAS, which Original Indenture was again amended by instrument styled, "Third Amendment to Indenture of Trust and Restrictions for Shadowood. St. Louis County, Missouri," dated September 24, 1974, ("Third Amendment") and recorded in Book 6757, Page 1264, of the St. Louis County Records; and

WHEREAS, the undersigned owner(s) desire to effect a Fourth Amendment to the Original Indenture;

Now, THEREFORE, in consideration of the premises and the covenants and agreements made by the parties hereto each to the other, the parties herewith covenant and agree with each other, both collectively and individually, for themselves and their heirs, successors and assigns and for and on behalf of all persons who may hereinafter hold or derive title to any of the lots and parcels of the Village of Three Parks (formerly known as "Shadowood") as recorded in Plat Book 128, pages 52 and 53, of the St. Louis County Records as follows:

1. Amendment of Third Amendment recorded in Book 6757, Page 1264, of the St. Louis County Records, relating to assessments.

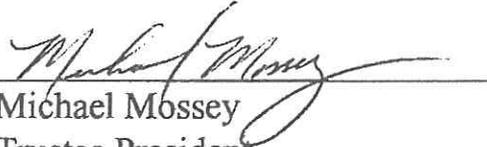
This Third Amendment recorded in Book 6757, Page 1264, of the St. Louis County Records, relating to assessments, is hereby deleted in its entirety and a new Article IV, Section 2 is hereby adopted as follows:

2. All assessments shall bear a late fee of \$20 per annum for any delinquent portion of the assessment. Also, all assessments, fees, or other charges applied to lot owners shall bear interest at the rate of sixteen percent (16%) per annum from the date of delinquency. After the date of delinquency, at the election of the trustees, either legal action to collect the same may be instituted against such owner, in which case the cost of attorney's fees to effect collection as well as court costs incurred will be charged to the owner or the trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri and the amount of that assessment together with interest shall become a lien against the property upon which the levy was made, subordinate only to general taxes and deeds of trust of record. In this event, the trustee shall have the right to sell said property in the same manner as is authorized by Missouri law for sale of the property under deeds of trust, with notice of sale being published in the manner required by such law. In addition to the amount of said lien and interest, there shall be added a fee of Fifty Dollars

(\$50.00) for the trustee's expense in the recording of said instrument in the Recorder's Office of St. Louis County, Missouri and the costs of foreclosure, including the cost of attorney's fees. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the trustees shall release said lien, after an additional fee of Thirty Dollars (\$30.00) has been added for the trustee's expense in the recording of said instrument in the Recorder's Office of St. Louis County, Missouri.

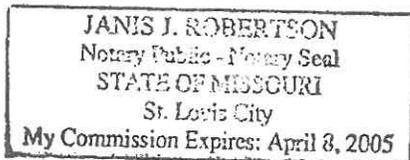
Executed this 16 Day of January, 2004.

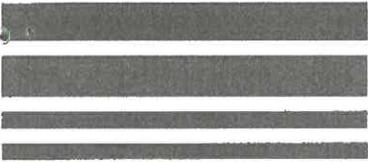
The undersigned herewith consent to the foregoing Fourth Amendment to the Indenture of Trust and Restrictions for the Village of Three Parks (Formerly known as "Shadowood"), a subdivision in St. Louis County Missouri.


Michael Mossey
Trustee President

Subscribed and sworn to before me this
16th day of ~~September~~ in the year ~~2004~~


NOTARY PUBLIC





* 2004092800319 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: **AMDT**
GRANTOR: **VILLAGE OF THREE PARKS**
TO: _____
GRANTEE: _____

PROPERTY DESCRIPTION: **PLAT OF SHADOWOOD PB 128 PG 52**

Lien Number	Notation X	Locator
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NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

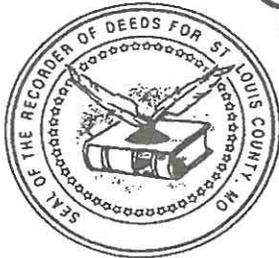
Document Number
319

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 28 day of September 2004 at 08:57 AM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

Jolynn Reber
Deputy Recorder

Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri



- ___ N.P
- ___ N.P.C
- ___ N.N.C.
- ___ N.N.I.

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