

**Amended and Restated Indenture of
Trust and Restrictions**

Crown Pointe Estates

AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS
CROWN POINTE ESTATES
ST. LOUIS COUNTY, MISSOURI

THIS AMENDED AND RESTATED INDENTURE OF TRUST AND RESTRICTIONS, CROWN POINTE ESTATES, St. Louis County, Missouri (the "Indenture") is hereby made and entered into this 14 day of March, 2004.

WHEREAS, Crown Pointe Estates is the Subdivision (the "Subdivision"), located in St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, that certain Indenture of Trust and Restrictions ("Original Indenture") concerning the subdivision in St. Louis County, Missouri, known as Crown Pointe Estates was entered into between Kelly Residential Group, Inc., a Missouri corporation, as First Party, and Mark Kelly, Matt Kelly and Tracey Kelly, as Trustees on August 15, 1995, and thereafter recorded in Book 10586, at Page 123, of the St. Louis County Records;

WHEREAS, the Original Indenture, dated as of August 15, 1995 was amended by that certain First Amendment to the Indenture of Trust and Restrictions of Crown Pointe Estates (the "First Amendment"), dated as of April 26, 2000, and thereafter recorded in Book 12556, at Page 1200, of the St. Louis County Records;

WHEREAS, the Original Indenture, as amended, in Section 4 of Article X thereof, provides that the Owners of the Lots within the Subdivision (the "Owners") may amend, modify or change the terms of the Indentures upon the written consent of two-thirds of said Owners; and

WHEREAS, the undersigned, representing not less than two-thirds of all of the Owners, deem it to be in their mutual interest, and in the interest of the Subdivision, to amend and restate the Original Indenture, as amended, in its entirety.

NOW, THEREFORE, in consideration of the promises contained herein, this Amended and Restated Indenture shall entirely replace the Original Indenture, as amended, with the following:

ARTICLE I

DEFINITION OF TERMS

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

1. "Architectural Control Committee" shall have the meaning set forth in Article V hereof.

2. "Common Ground" or "Common Land" or "Common Property" (or the plural of any thereof) shall mean and refer to all real property held by the Trustees for the common use and enjoyment of all Owners, including, without limitation, swimming pools, parks, open spaces, streets, paths, walkways, storm water (including retention basins) and sanitary sewers and drainage facilities, and other such facilities. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.

3. "Indenture" shall mean and refer to this Amended and Restricted Indenture of Trust and Restrictions, Crown Pointe Estates, St. Louis County, Missouri, as from time to time amended.

4. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on any recorded subdivision plat of the Property.

5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract Sellers, but excluding those having such interest as security for the performance of an obligation and excluding First Party.

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

7. "Trustees" shall mean and refer to those persons designated in the preamble to this Indenture, any additional trustees appointed or elected in accordance with the provisions of Article III hereof, and their respective successors.

ARTICLE II

DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as all plats of the Subdivision may be vacated by the County of St. Louis, Missouri, or its successors, after which period of time fee simple title to the Common Property shall vest in the then record Owners of all Lots constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in said plats, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Property so that none of the Owners and none of the owners of the Common Property shall have such rights of ownership as to permit them to convey their interest in the Common Property except as is incident to the ownership of a Lot, and any sale of any Lot shall 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 shall continue to be possessed by said Trustees.

ARTICLE III

DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF OWNERS

1. Election of Trustees. The City of Wildwood appointed Angela Forte, David Arredondo and Kenneth Carter, Trustees to serve until such time that ninety percent (90%) of the total authorized Lots in the Subdivision have been sold and conveyed for residential use at which time said Trustees shall cause the resignation of all the Trustees and shall cause an election of six (6) Trustees, two (2) of which shall be elected to served for a one (1) year term, two of which shall be elected to serve for a two (2) year term, and two (2) of which shall be elected to serve for a three (3) year term from the date of election. Thereafter, the Successor Trustees shall be elected for terms of three (3) years each. The two (2) Trustees having received the highest number of votes shall receive the three (3) year term the next two (2) Trustees receiving the next highest number of votes shall receive a two (2) year term, and the next two (2) Trustees receiving the next highest votes shall receive a one (1) year term.

2. Manners of Conducting Elections: Meetings of Owners. All elections by Owners shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) such Owners, sent by mail to or personally served upon all Owners at least ten (10) days before the data fixed for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and place of meeting which shall be in St. Louis County. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. As such meeting, each Owner, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Owner constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Trustees shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded in the St. Louis County Records. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of Owners called in conformity with the procedure described above. Ten percent (10%) of the Owners shall constitute a quorum for the purpose of conducting any business coming before a meeting, except as otherwise stated in its Indentures.

3. Qualification of Trustees. Any Trustee elected under the provisions of this section shall be a Lot Owner or Officer or agent or shareholder of a corporate Owner, and if such Owner wills his or her Lot or resigns, refuses to act, appoint an Owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successors may, upon the petition of any concerned resident or Owner in the Subdivision, appoint one or more Trustees to fill the

vacancies until such time as Trustees are selected in accordance with this Indenture. Any person so appointed who is not an Owner within the subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

ARTICLE IV

TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers and authorities described throughout this Indenture and the following rights, powers and authorities:

1. Acquisition of Common Property. To acquire, partition, convey or hold the Common Property in accordance with and pursuant to the Ordinance and in accordance with and subject to the provisions of this Indenture, and to deal with any Common Property as hereinafter set forth.
2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, swimming pools, other facilities, park areas, lakes, cul-de-sac islands, medians, entrance markers, shrubbery, storm water sewers, sanitary sewer trunks, and lateral lines, pipes, and disposal and treatment facilities constituting Common Property as may be shown on the recorded plat of the Subdivision, as is necessary to maintain, repair, rebuild, supervise or insure the property 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, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Subdivision.
3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes, if any, and assessments on said Common Property out of the general assessment thereafter authorized; to maintain and improve the Common Property 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, recreation, entertainment, education, and general use of the Owners, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations, the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and according to the discretion of the Trustees.
4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Subdivision whenever such dedication would be accepted by a

public agency in the event that the recorded plats do not provide for public use and maintenance.

5. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property.

6. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in the Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Property or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any 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. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Subdivision, and incurred. The Trustees, their agents or employees shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

8. Plans and Specifications. As more specifically provided in Article V hereof, to consider, approve or reject 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 any Lot, proposed additions to such buildings or alterations in the external appearance of buildings already constructed.

9. Deposits. 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 in the Subdivision approved in accordance with Section 8 of this Article IV and Article V of this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

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

11. Employment. To exercise the rights, power and privileges granted to them in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, to defend suits brought against them individually or collectively in their capacity as Trustees, and to bring claims or causes of action in any form in their capacity as Trustees for the benefit and/or protection of the Property and/or the Owners.

12. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Property for public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of the Owners.

13. Rules and Regulations. To promulgate rules and regulations consistent with the spirit of the Indentures. "Rules and Regulations" shall become official thirty (30) days after notice to Owners. In the event more than ten percent (10%) of Owners object to the Rules and Regulations in writing, they may petition the Trustees within ninety (90) days of receipt of the official notice. Upon receiving a petition executed in accordance with the foregoing, the Trustees shall call a meeting at which the majority of Owners then present at such meeting may vote to veto or amend any part of the Rules and Regulation, notwithstanding the lack of a quorum. Any Rules and Regulations vetoed or amended may not be promulgated by the Board for a period of three hundred sixty five (365) days from the time of amended or veto at such a meeting. No Rules or Regulations may be vetoed or amended more than ninety (90) days after official notice to the Owners.

14. Fine Policy. To create a fine policy which may be collected in the same manner as an assessment with the right to place a lien on the Owners property, sue for enforcement of collection including interest, attorneys' fees and court costs. Any fine policy enacted shall be subject to the following: (i) Owners shall be given thirty (30) days notice prior to the fine policy taking effect; (ii) the designated fines shall be reasonable in relation to the violations; and (iii) the Owners shall have the right to appeal such fines to the Board of Trustees and receive a hearing in front of the Board of Trustees as well.

15. Non-profit Corporation. To create a non-profit corporation and convey the Common Property to the same, provided, however, the directors of such non-profit corporation must be the Trustees as elected and qualified under the Indentures.

16. By-laws. To promulgate and to amend the By-laws of the non-profit corporation, described in Section 15, above. Provided, however, that such By-laws shall reasonably accord with these Indentures.

17. Borrowing Money. To borrow money, including, but not limited to, temporary or construction loans, the making and executing of promissory notes, to incur liabilities and obligations with respect thereto and to grant a leasehold or other security interest in the Common Property.

ARTICLE V

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Control Committee. No building, fence wall or other structure, swimming pool or tennis courts shall be commenced, erected or maintained thereon, thereof, or exterior change or alteration (structural or nonstructural) in any improvement thereon be made, nor shall any item apparatus or devise be attached to or the color or other exterior appearance of any structure upon any Lot be changed until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, color and location in relation to surrounding structures and topography by the Architectural Control Committee having jurisdiction over the portion of the Subdivision in which such Lot is located. As used herein, "Architectural Control Committee" shall refer either to a committee composed of three (3) or more Owners designated by such Trustees (each such designated Owner a "Director" and collectively "the Directors"). In the event the Architectural Control Committee fails to approve or disapprove by a majority vote, any design, materials, colors and location within twenty-one (21) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

2. Building and Construction Standards. It is the intent of this Indenture that all buildings and structures within the Subdivision shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Architectural Control Committee shall evaluate the construction on the Lots to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure on any Lot shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express consent of the Architectural Control Committee.

ARTICLE VI

SEWERS AND DRAINAGE FACILITIES

1. Trustees' Responsibility. The Trustees shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, any retention basins, and any other sanitary or storm sewers or other drainage facilities located on and servicing any Common Property on improvements thereon in the Subdivision, except for any such facilities for which a governmental or quasi-governmental entity assumes responsibility.

ARTICLE VII

ASSESSMENTS

1. General. First Party, for each lot within the Subdivision, hereby covenants, and each Owner of any Lot by expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

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

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvement, maintenance and operation of the Common Property and all facilities thereon, including, but no limited to, the payment of utilities (including dusk to dawn lights), taxes and insurance thereon, and repair, maintenance, replacements and additions to, and for the cost of labor equipment, materials, management and supervision thereof, and for such other needs as may arise.

3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Five Hundred Fifty Dollars (\$550.00) per lot. Notwithstanding the above limitation, the Trustees may increase such assessment for any assessment year by an amount which is equal to or less than one hundred ten percent (110%) of the prior year's assessment.

The Trustees may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Trustees may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Trustees and the consent of twenty-five percent (25%) of the Lot Owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies.

Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting and shall become delinquent if not paid within thirty (30) days following such due date.

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

5. Special Assessments. If at any time the 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 Lot Owners. If such assessment is approved, either at a meeting of the Lot Owners called by the Trustees, by a majority of the votes cast in person or by proxy, or on written consent of a majority of the total votes entitled to vote thereon, the Trustees shall notify all Lot Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each Lot Owner shall be entitled to one (1) full vote, except that only those who have paid all assessments theretofore made shall be entitled to vote. The limit of the annual assessments for general purposes as set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 5. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

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

7. Interest and Liens. All assessments shall bear interest at the rate of twelve percent (12%) per annum and such assessment, together with interest and costs of collection (including attorney's fees and court costs), shall constitute a lien upon the Lot 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, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot) a release of said lien.

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

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

- (i) All Common Property as defined in Article I hereof.
- (ii) All properties exempted from taxation under the laws of the State of Missouri.
- (iii) All Lots owned by First Party before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale).

9. Keeping of Funds. 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.

10. Ordinance Compliance. Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the Subdivision may become a part, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

ARTICLE VIII

RESTRICTIONS

RESTRICTIONS

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

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

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

3. **Commercial Use.** Except for the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

4. **Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

5. **Maintenance.** Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law.

6. **Obstructions.** There shall be no obstruction of any portion of the Common Property or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Property or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

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

8. **Trucks, Boats, Etc.** No trucks or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee, except only during periods of approved construction on the Lot.

9. **Abandoned Vehicles.** No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Property or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Trustees may take the necessary steps to remove the same at the Owner's expense.

10. Vehicular Street Parking. No parking of any vehicle shall be permitted on any unpaved portion of any Lot at any time, or on any subdivision street of Crown Pointe Estates between the hours of midnight and 6 a.m.

11. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

12. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot.

13. Garbage. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above-ground receptacle is approved by the Architectural Control Committee.

14. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are or will be reserved as shown on the recorded plats of the Subdivision. Within these easements, no structure, plating or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

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

16. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of St. Louis County and the St. Louis County Department of Highways and Traffic.

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

(1) All full perimeter fencing shall have a (maximum height of 48").

(2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any

Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Directors.

- (3) All fencing will be either/or:
 - (a) Wrought iron or aluminum simulated wrought iron.
 - (b) Wood style fencing as approved in accordance herewith by the Directors.
- (4) All fencing to be made only of the following materials:
 - (a) Wrought iron or aluminum simulated wrought iron.
 - (b) Cedar or wolmanized (treated wood).
 - (c) White vinyl.
- (5) All wood style fence to be installed with the good side facing out.
- (6) The Directors, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.
- (7) Wood fences are to remain in their natural state, provided, however, the wood may be stained or painted white. They cannot be painted any other color, unless otherwise approved in accordance herewith by the Directors.
- (8) Swimming pool and patio privacy fencing will be handled on a case-by-case basis. Request must be made in writing as stated above.
- (9) All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil.
- (10) Any picket or picket-type fence shall have pickets of no greater than six inches (6") in width. In addition, the spacing between pickets shall be a maximum of six inches (6") and a minimum of three inches (3").

18. Television Antennae. No exterior television or radio antennae, towers, satellite dishes, or similar structures will be allowed on any Lot in the Subdivision except as otherwise required by state or federal law.

19. Swimming Pools. No above ground swimming pools shall be erected in or on Subdivision property or any Lots in the Subdivision.

20. Energy Collection System. No Lot shall have any exterior solar collection system, electric generator, wind-powered generator, or any other energy collection system without the written consent of the Trustees.

21. Street Obstacles. No obstacles or equipment shall be left unattended at any time on any street, cul-de-sac or cul-de-sac median.

ARTICLE X

GENERAL PROVISIONS

1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages therefore together with reasonable attorney's fees and court costs.

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

3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Subdivision and are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4. Amendments. The provisions hereof may be amended, modified or changed from time to time by First Party by Recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment, modification or change shall be approved by the written consent of two-thirds (2/3) of all the Owners. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Subdivision or any Lot in the Subdivision shall be of any effect to modify, invalidate or annul any grant, covenant or

agreement herein with respect to the remainder of the Subdivision, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

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

7. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Properties for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Indenture, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by two-thirds (2/3) of the Owners has been recorded, agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Subdivision by the County of St. Louis, Missouri, or its successors; and (ii) as to any subdivision of the Property, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots in such subdivision by an appropriate instrument filed of record prior to the vacation of the plats of such subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action.

9. This Indenture shall be effective upon its recording the official records of the Office of the Recorder of Deeds of St. Louis County, Missouri (the "Recorder").

10. This Indenture may not be challenged for one (1) year subsequent to its recordation with the Recorder.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Indenture of Trust and Restrictions for Crown Pointe Estates, as of the date first set forth above.

By: Allan Levy
Allan Levy
Chris Deranja
Chris Deranja
Ed Norris
Ed Norris

Debra Bray
Debra Bray
Liz DeRum
Liz DeRum
Bill van Oyen
Bill van Oyen

STATE OF Missouri)
County of St. Louis) SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Allan Levy, Chris Deranja, Ed Norris, Debra Bray, Liz DeRum, Bill Van Oyen, Trustees personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 8th day of April, 2007.

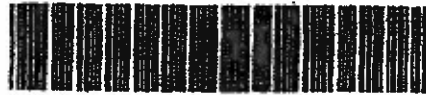
[Signature]
Notary Public

My Commission Expires:

SHARI DERANJA
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Sep. 9, 2006



BP1579 0/1368



2004042300307

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

TYPE OF INSTRUMENT: RESTR
GRANTOR: CROWN POINTE ESTATES
TO: [blank]
GRANTEE: [blank]

PROPERTY DESCRIPTION: CROWN POINTE ESTATES

Lien Number

Notation
X

Locator

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
307

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 19 pages, (this page inclusive), was filed for record in my office on the 23 day of April 2004 at 08:16 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.

Jolann Reber
Deputy Recorder

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



RECORDING FEE \$75.00
(Paid at the time of Recording)

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

Mail to:

MAIL-IN RECORDING

Destination code: 18 M

B-15790 P-1368/1386

