

Note: Two - "Fourth"
Auditors

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STATE OF MISSOURI
COUNTY OF ST. LOUIS
PUBLIC RECORDS
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INDENTURE OF TRUST AND RESTRICTIONS
WINDING TRAILS SUBDIVISION
ST. LOUIS COUNTY, MISSOURI

1979 JUN 13 AM 10:46

James E. Faulke
REGISTER OF DEEDS

THIS INDENTURE, made and entered into this 11th day

June, 1979 by and between OLYMPIA BUILDING COMPANY,

a Missouri Corporation, hereinafter called First Party and
RICHARD M. MANLIN, CHARLES LIEBERT and WILLIAM A. HUEPPAUFF, all of the
State of Missouri, Second Party, hereinafter referred to as
"Trustees":

WITNESSETH THAT:

WHEREAS, the St. Louis County Council approved the Site Plan for
Winding Trails and Village of Winding Trails (hereinafter collectively
referred to as "Winding Trails" and in some instances collectively
"Subdivision") the legal description of Winding Trails and Village of
Winding Trails is set out on Exhibit "1" attached hereto and made a
part hereof, in accordance with a Final Development Plan so that plats
or portions of the areas on Exhibit "1" may now be recorded; and

WHEREAS, common land, recreational facilities, Cul-de-sacs and
street lights have been reserved in Winding Trails and
common land for similar purposes will be reserved in the subsequent
plats of Winding Trails, and

WHEREAS, as each of the subsequent plats of Winding Trails
is recorded, First Party will adopt this Indenture of Trust and
Restrictions and all provisions thereof for each of said plats; and

WHEREAS, there may be designated, established and recited on
the recorded plats of Winding Trails certain streets,
common land, easements and any other non-public items which are for
the exclusive use and benefit of the residents of Winding Trails
except those streets or easements which are or may hereafter be dedi-
cated 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 Winding
Trails; 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 environ-
ment plan and scheme of restrictions, and to apply that plan and scheme

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of restrictions to all of said land described in Exhibit 1, including all common land, and mutually to benefit, guard and restrict future residents of Winding Trails and to foster their health welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any 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

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 hereafter derive title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots, and parcels of land in any plat of Winding Trails, all as described herein as follows, to-wit:

I

CONVEYANCE TO TRUSTEES

WHEREAS, First Party shall by General Warranty Deed simultaneously herewith convey to the Trustees herein designated in perpetuity the following described real estate, situated in the County of St. Louis, State of Missouri:

The area designated as "Common Ground" on the Plat of Winding Trails, according to plat thereof recorded in the 13th day of JUNE, 1979, as Daily No. 166 of the St. Louis County Recorder's Office.

This trust shall continue for the duration of this Winding Trails, a Subdivision to be developed under the Ordinances of ~~St. Louis~~ County, it being the intent of the First Party that the common properties held hereunder and any that may be subsequently conveyed to said Trustees be and remain used and maintained for the common benefit of all lot owners and residents so long as all or

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part of Winding Trails Subdivision shall be developed for purposes in substantially the form presently anticipated. Upon vacation of the subdivision constituting this Planned Environment Unit, title to the common land shall thereupon be conveyed by the then Trustees to the then lot owners of Winding Trails as tenants in common.

II

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 them for sewers, gas 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 any subdivision in the tracts described in Exhibit "1" attached hereto and made a part hereof.

III

DESIGNATION AND SELECTION OF TRUSTEES

See Sixth Amendment

The initial trustees shall be RICHARD M. MANLIN, CHARLES LIEBERT and WILLIAM A. HUEPPAUFF, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity, subject to the terms and provisions of this paragraph. Whenever any of said Trustees or Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time that the Party of the First Part does not own any of the property described in Exhibit 1 hereto attached or does not own any property in any plat of WINDING TRAILS at which time a meeting of the then record owners in fee simple title to lots in all plats of Winding Trails 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, or any adjournment thereof the

majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees until their successors have been duly appointed or elected and qualified. 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. At such meeting, each such lot owner whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The results of such elections shall be certified by the persons elected Chairman and Secretary. A majority of the lot owners whether there by person or by proxy shall constitute a quorum. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinabove provided and any business relevant or pertinent to the affairs of any plat of Winding Trails Subdivision may be transacted at any meeting of lot owners in conformity with this procedure. Whenever there is a vacancy among the Trustees, said vacancy shall be filled by a person designated by the remaining Trustees, to serve the unexpired term of the Trustee replaced.

To the contrary notwithstanding, one third (1/3) of the Trustees shall be chosen by owners of developed lots after 50% of the lots in Winding Trails, have been sold; two thirds (2/3) of the trustees shall be chosen by owners of developed lots after 95% in all of the lots in Winding Trails have been sold; all of the trustees shall be chosen by owners of developed lots after all of the lots of Winding Trails have been sold.

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

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See Sixth
Amendment

New Article III-A

IV

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 hereinabove described and conveyed to Trustees by separate instrument on even date herewith, which said common land is set forth and shown on the plat of Winding Trails Subdivision, all in accordance with and pursuant to the aforesaid resolution 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 hereafter may be dedicated to public bodies or agencies), entrances lights, street lights, common land, cul-de-sacs, park areas, lakes (including restrictions of use of same), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on any recorded plat of Winding Trails Subdivision as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street lights, entrance markers, streets, roads, and any other non-public items 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 plats.

3) To exercise control over the common land and cul-de-sacs shown on said plats; pay real estate taxes and assessment herein provided; to repair, 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, recreation, entertainment, education

and general use of the owners of lots in Winding Trails Subdivision, all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots in Winding Trails and according to the discretion of the Trustees.

4) To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restrictions set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees regulating the use of said common land or any matters 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 Trustee is intended to be discretionary and not mandatory.

5) To dedicate to public use any private streets constructed or to be constructed on the aforescribed tract of land, (Exhibit "1") whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

6) 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 manner of trespass or any other act for any such injury, abatement, removal or planting.

7) 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

See Second Amendment

See Third Amendment

See Sixth Amendment

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~~erected or structurally altered on any of 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, or any other matters covered by this subparagraph 7, have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with. EXCEPT THAT the First Party shall not be governed by the terms and provisions of this Paragraph and First Party may construct any building structure that it may desire, or make alterations in existing structures owned by it, so long as it complies with the ordinances of St. Louis County.~~

The Trustees shall have the power to grant such set back variances as they deem necessary.

See Third
Amendment

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

9) To establish rules and regulations for the operation of recreational facilities when the same have been 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 their guests.

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

11) 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, the Trustee may, enter into contracts employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

12) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of trust as well as the time fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

13) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, park areas, shrubbery, entrance markers and any and all other non-public items including, but not limited to storm water sewers, sanitary sewer trunks and all other items used by the owners of the lots in Winding Trails.

14.) See First Amendment.

USES

1. As to Lot 23 in Village of Winding Trails, First Party has the right but not the obligation, if zoning use is approved by required St. Louis County governmental bodies, for commercial utilization of said parcel, and to build, or cause to be built, on said Lot commercial building(s) which would be in accordance with St. Louis County or other government zoning codes and regulations as to the zoning

See
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classification which may be obtained. If First Party obtains commercial zoning, First Party is under no obligation to develop or have developed said Parcel A for commercial purposes and retains, in its sole discretion, the right to re-plat Parcel A for residential use and develop the resulting lots with residential buildings as provided for in this Indenture of Trust and Restrictions, if said residential use is approved by governmental authorities. The Trustees, at the time of any of the above events, shall be governed by the terms and provisions of this paragraph and take such actions as may be required to effectuate the intent of this paragraph.

See Third Amendment

2) First Party has the right to maintain an office and parking facilities in Winding Trails until such time as all lots have been sold and all of the Trustees shall have been chosen by owners of developed lots as provided for in this Indenture of Trust and Restrictions.

See SIXTH Amendment

3.) *See First Amendment*

VI.

ASSESSMENTS

See SIXTH Amendment

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in Winding Trails 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 Seventy-Five (\$75.00) Dollars per lot in each calendar year upon and against each lot in a plat of Winding Trails upon which a residence has been constructed and sold, said annual assessment to be pro-rated on the Closing Statement as of the date of sale which date constitutes the start of the assessment with the first full annual assessment being due in the first or next January following the date of sale by the First Party or by any other builder. Houses for Sale, Display houses and Sales Offices that are not occupied as a residence will not be subject to this assessment; such assessments are 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 and, if required, common land, utilities, parking spaces, street lights, cul-de-sacs, entrance gates and markers, and trees, and all other non-public items and to dispose of garbage or rubbish, and to perform or execute any powers or duties provided for in this instrument, or otherwise, to enhance the health, safety and general welfare of the residents of Winding Trails.

b) 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 owners of each lot in the Subdivision. This additional assessment must then be approved in writing by 65% of the record owners of the lots in the Subdivision. The approval may be obtained by the Trustees by securing the signatures of not less than 65% of the owners of lots in the Subdivision at a meeting called for such purpose. Notice of such special assessment shall be given with such assessment becoming delinquent thirty (30) days after the date of such notice.

c) In addition to the foregoing assessments, each single-family residence unit shall be assessed for sanitary sewer purposes by Metropolitan Sewer District, its successors and assigns.

2) All assessments shall bear interest at the rate of ten (10%) percent 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 assessment shall not have priority over existing mortgages, or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release said lien (as shown by recorded

instrument) by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments.

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 & Loan Insurance Corporation. The treasurer shall be bonded for the proper performance of his duties in an amount fixed by the Trustees, said bond premium to be paid out of the general funds held 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.

VII

INDENTURE OF RESTRICTIONS

The Party of the First Part, being the owner of the following described real estate lying and being situated in St. Louis County, Missouri and being more particularly described in Exhibit "1" attached hereto and made a part hereof, by this Indenture do impose upon all lots and common land in Winding Trails, the following restrictions 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, subject to the provisions of paragraph 19 of this Article; 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 in all plats of Winding Trails has been recorded, agreeing to change these covenants in whole or in part.

2) Land Use and Building Type: All lots in Winding Trails shall be used only for single-family residential dwellings. Except as to Parcel A where the land use, building type and development is provided for under Paragraph 1 of Article V of this Indenture; further

See
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Amendment

See First Amendment
Sixth
Amendment

provided, First Party shall not be restricted by the provisions of this Paragraph in exercising the rights and privileges granted it under Article V Paragraph 2 and nothing herein shall be construed to prohibit the placement of construction trailers and attendant equipment until all lots have been developed and all residences in the plats of Winding Trails have been completed.

3) Dwelling Cost, Quality and Size: The construction cost of each residential dwelling in Winding Trails shall not be less than \$70,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purposes of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The living area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet.

4) Placement of Improvements: Buildings shall be placed on lots only in the manner approved by the Trustees, subject to terms and provisions of Article IV, Paragraph 7, with the front and side building setback 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. Storm water drainage Swales will be located on Lots as shown on the improvement plan as approved by St. Louis County Department of Highways and Traffic and Department of Public Works. These Swales shall be for the control and maintenance of storm water runoff. The owners of said Lots shall pay all costs of the maintenance, upkeep and repair of said storm water drainage Swales. The determination of whether or not maintenance or repair work needs to be done on the aforesaid swales shall be at the sole discretion of the Trustees. The Trustees shall inform the lot owners of the work to be done and the lot owner shall have thirty (30) days in which to begin and complete any necessary work as set forth by the Trustees. If in the event one of the owners of the aforesaid Lots fails to make any of the necessary

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Amend.

repairs or fails to maintain the swale as required by the Trustees then the Trustees shall make such repairs and do such work as they feel necessary and the cost for such work shall be assessed against the lot owner on whose property the repair or maintenance work has been done. If in the event the lot owner or owners fail to pay such assessment, then the Trustees shall proceed to collect the assessment as per the terms and provisions of this Trust Indenture and further such assessment shall become a lien against the property.

The owners of the aforesaid Lots shall not obstruct nor construct any structure in the storm water swales. If any materials are in said swales or any structures constructed in said swales the Trustees shall give notice to the Lot owner to remove same, and if the lot owner does not remove that which he has been instructed to move within 30 days after such notice, the Trustees shall do so and the cost shall be assessed against the lot owner on whose property removal work has been performed. If in the even the lot owner fails to pay the assessment for such removal work, then the Trustees shall proceed to collect the assessment as per the terms and provisions of this Trust Indenture and further such assessment shall become a lien against the property.

6) Signs: No signs shall be erected or displayed in public view, on any residential lot except the (1) sign advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by the Party of the First Part in the development of the subdivision. Should the Party of the First Part not develop all the lots and should he 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 buildings constructed thereon.

Signs in any commercial area shall meet the requirements of St. Louis County Zoning Ordinances.

7) Livestock and Poultry: No animals ~~livestock~~ or poultry shall be permitted or sheltered, housed, raised, bred or kept on any lot except the usual ~~kind~~ and limited numbers of domestic pets which

See
Sixth
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are customarily found in single family households in high-class residential subdivisions, and except such other animals which the Trustees may approve in the case of any particular lot (or lots), and the determination of the Trustees shall be final in all such cases arising; in no event may any animals, livestock or poultry be kept for commercial purposes. No act or condition shall be permitted to be created or remain on any lot which, in the judgment of the Trustees may constitute a nuisance to residents of said subdivision or owners of lots therein. Notwithstanding the provisions of this paragraph and of any other provisions in the Indenture, horses may be kept on certain lots (said certain lots are those lots which would permit horses in accordance with St. Louis County government regulations.), and a stable may be built on certain lots provided such stable is located and at least fifty (50) feet back from any rear lot line and at a location approved by the Trustees and meeting St. Louis County government requirements. Horses kept on any lot must be the property of the lot owners and may not be kept on the lot until a residence has been constructed thereon and is occupied. Only a reasonable number of horses may be kept on any lot and the Trustees, in its sole discretion, may establish what is a reasonable number. In no event shall the provisions of this paragraph 7 of Article VII be construed to authorize the keeping and maintenance of any pets or animals without compliance by the lot owner with the applicable laws and ordinances of the governmental authority having jurisdiction over such lots.

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

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 ground or the lots of this subdivision. If said motor

vehicles are so stored or remain on the aforesaid premises, Trustees shall take the necessary action to remove same at the owner's expense.

10) Above ground structures: No above ground structures, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the ~~St. Louis County Department of Highways and Traffic.~~

11) 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.

12) Commercial and Other Vehicles: No commercial trucks or industrial rolling stock or equipment may be stored or suffered to remain upon any lot or common area covered hereunder except such as may be conveniently garaged within the buildings upon the premises. No trailers (except construction trailers as provided in Paragraph 2 of Article VII), campers or recreational vehicles shall be maintained on any part of any lot where same is unsightly, in the sole discretion of Trustees.

13) Liability of Trustees: Trustees not to be Compensated: The Trustee shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion; and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion deem necessary. Neither the Trustees nor successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

14) Slope Control Areas: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot and all improvements

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in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

15) Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16) Radio Transmission: No radio sending or transmitting station except that of the First Party, or apparatus shall be operated from any building or any lot except with the approval of Trustees. In any event, no television or radio aerial may be erected that projects more than eight (8) feet above the ridge line of the house.

17) Change of Grade of Lots: After final building completion, the grade of any lot shall not be changed without the approval of the Trustees.

18) No Drilling or Mining: No oil drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

19) Amendment: This Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of two-thirds (2/3) of the Lot Owners in the subdivision then included under the terms of this Indenture. Any such amendments, alterations, change or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deeds for the County of St. Louis, Missouri, become a part of the provisions and restrictions of this Indenture, provided, however, that any such

See First Amendment
See Sixth
Amendment

amendment, alteration, change or discontinuance shall require the consent of the Party of the First Part so long as it is an Owner of one lot in any plat of Winding Trails. Any amendment so adopted prior to the completion of the development shall be reviewed by the Director of Planning of St. Louis County, Missouri.

20) Invalidation: Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision thereof.

** * IN WITNESS WHEREOF, the Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

FIRST PARTY:

OLYMPIA BUILDING COMPANY

BY: Charles Liebert
President
CHARLES LIEBERT

ATTEST:

X Richard M. Mander
Secretary
RICHARD M. MANDER

SECOND PARTY:

TRUSTEES:

Charles Liebert
CHARLES LIEBERT

X Richard M. Mander
RICHARD M. MANDER

William A. Hueppauff
WILLIAM A. HUEPPAUFF



* See 4th Amndmt (6/1/83) for New Art VIII,
re: Proposed Recreation Area

- Subsequently Amended by 4th Amndmt (9/16/83),
by adding new 917, Art VIII.

- See 4th Amndmt (9/16/83) - for New Art IX

NOT
Approved
by
County
Planning
Dept,
per

** - Miscellaneous
1. Headings
2. Notices

deleted
by
SIXTH
Amndmt

See
1
Amndmt

78231 641

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

On this 11th day of June, 1979, before me appeared Charles Liebert to me personally known who being by me duly sworn stated that he is the President of Olympia Building Company, 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 the said instrument was signed and sealed in behalf of said Corporation, by authority of the Board of Directors in that said Charles Liebert 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 of St. Louis, State of Missouri the day and year first above written.

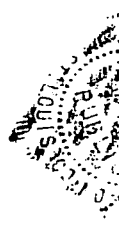
Diane J. Viehmann
Notary Public
Diane J. Viehmann

My Commission Expires:

Apr. 23, 1983

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

On this 11th day of June, 1979, before me appeared Richard M. Manlin, Charles Liebert and William A. Hueppauff to me known to be the persons described herein and who executed the foregoing instrument, and being duly sworn did say that they are the present trustees of Winding Trails, a subdivision located in the County of St. Louis, State of Missouri, and that they executed said instrument as the trustees of said subdivision and acknowledged that they executed the same as their free act and deed of said subdivision.



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.

Diane J. Viehmann
Notary Public
Diane J. Viehmann

My Commission Expires:

Apr. 23, 1983

May 22, 1979

EXHIBIT "1"

WINDING TRAILS

LEGAL DESCRIPTION

TOTAL TRACT

355.27 ACRES

A tract of land in Sections 30 and 31, Township 45 North, Range 4 East, and in Sections 25 and 36, Township 45 North, Range 3 East, St. Louis County, Missouri, and includes part of Lots 1, 2, 3, 9, 10, 11, and 14 of Ephraim Barber Estates Partition and the Southeast quarter of the Southeast quarter of Section 25, Township 45 North, Range 3 East, and fractional Southwest quarter of the Southwest quarter of Section 30, Township 45 North, Range 4 East, and being more particularly described as follows:

Beginning at an old iron pipe at the intersection of the East line of Lot 1 of Ephraim Barber Estates Partition with the Southern right-of-way line of Strecker Road; thence South 1 degree, 04 minutes, 19 seconds West, 1093.43 feet to an old iron rod, said old iron rod being the Southeast corner of said Lot 1; thence along the South line of said Lot 1, North 89 degrees, 13 minutes, 14 seconds West, 1201.06 feet to an old iron rod, said old iron rod being the Southwest corner of said Lot 1 and the Northeast corner of said Lot 11; thence along the Eastern line of said Lot 11, South 1 degree, 19 minutes, 14 seconds West, 1349.56 feet to an old iron rod being the Southeastern corner of said Lot 11; thence along the Southern line of Lot 11, North 88 degrees, 46 minutes, 25 seconds West, 1198.45 feet to the Southwestern corner of said Lot 11 and the Northeast corner of said Lot 14; thence along the Eastern line of said Lot 14, South 1 degree, 12 minutes, 55 seconds West, 1356.12 feet to an old stone, said old stone being in the Northeastern corner of property now or formerly owned by Walter W. Schmidt as recorded by deed in Book 3844, Page 112, of the St. Louis County Records; thence along the Northern line of said Schmidt property, North 88 degrees, 17 minutes, 59 seconds West, 1355.79 feet to an old concrete monument, said concrete monument being the Southwest corner of said Lot 14; thence along the Western line of said Lot 14, North 1 degree, 17 minutes, 18 seconds East, 1339.57 feet to an old iron pipe, said old iron pipe being in the Northwestern corner of said Lot 14 and the Southeastern corner of said Lot 9; thence along the Southern line of said Lot 9, North 88 degrees, 40 minutes, 50 seconds West, 1340.85 feet to the Southwest corner of said Lot 9; thence North 1 degree, 45 minutes, 33 seconds East, 1345.76 feet to an old iron pipe, said old iron pipe being in the Southern line of a 15-foot wide private road as recorded by deed in Book 6693, Page 829, of the St. Louis County Records; thence along said Southern line, South 88

7823 100

May 22, 1979

EXHIBIT "1"
WINDING TRAILS
LEGAL DESCRIPTION
TOTAL TRACT
355.27 ACRES

degrees, 43 minutes, 13 seconds East, 1330.94 feet to an old iron rod; thence in a Northerly direction along the Eastern line of property now or formerly owned by Edward F. Ferguson as recorded by deeds in Book 1652, Page 637, and Book 1701, Page 25, of the St. Louis County Records, North 0 degrees, 53 minutes, 42 seconds East, 1335.92 feet to an old iron pipe in the line dividing said Section 25 and Section 36; thence along the Eastern line of Indian Tree Subdivision as recorded in Plat Book 169, Page 15, of the St. Louis County Records, North 1 degree, 17 minutes, 30 seconds East, 1341.34 feet to an old stone, said old stone being in the Southern line of Indian Tree Subdivision, Plat 2, as recorded in Plat Book 165, Pages 76 and 77, of the St. Louis County Records; thence along said Southern line, South 89 degrees, 09 minutes, 22 seconds East, 1356.87 feet to an old stone; thence North 1 degree, 12 minutes, 55 seconds East, 5.93 feet; thence along the Southern line of property now or formerly owned by Catherine Houlihan as recorded by deed in Book 6525, Pages 503 and 504, South 88 degrees, 57 minutes, 05 seconds East, 1203.07 feet to an old iron rod being in the Western line of property now or formerly owned by the City of Ellisville as recorded by deed in Book 5348, Page 432, of the St. Louis County Records; thence along said Western line, South 1 degree, 05 minutes, 01 seconds West, 1337.53 feet to an old iron pipe; thence along the Southern line of said Ellisville property, South 88 degrees, 57 minutes, 05 seconds East, 551.27 feet to a point in the Southern line of the aforementioned Strecker Road; thence along said Southern line, the following courses and dimensions: South 64 degrees, 39 minutes, 24 seconds East, 148.85 feet to an old iron pipe; thence South 83 degrees, 13 minutes, 41 seconds East, 169.57 feet to an old iron rod; thence South 63 degrees, 26 minutes, 41 seconds East, 301.55 feet to an old iron pipe; thence South 55 degrees, 14 minutes, 55 seconds East, 77.61 feet to the point of beginning.

The above described tract of land contains in aggregate, 355.27 acres, more or less, and is subject to all restrictions, conditions, and easements of record, if any.

May 22, 1979

EXHIBIT "1"

VILLAGE OF WINDING TRAILS

LEGAL DESCRIPTION

TOTAL TRACT

87.102 ACRES

A tract of land in the West one-half of Section 31, Township 45 North, Range 4 East, St. Louis County, Missouri and more particularly described as follows:

Beginning at an old stone on the West line of said Range 4 East, said stone being on the North line of property now or formerly Walter W. Schmidt as recorded in Book 3844 on Page 112, in the St. Louis County Recorder's Office; thence along said Range line North 01 degree 12 minutes 55 seconds East a distance of 1356.12 feet to a point; thence departing said Range line South 88 degrees 46 minutes 25 seconds East a distance of 1198.45 feet to an old iron rod; thence North 01 degree 19 minutes 14 seconds East a distance of 1349.56 feet to an old iron rod; thence South 89 degrees 13 minutes 14 seconds East a distance of 472.61 feet to an iron pipe in the existing creek bed; thence along said creek the following courses and distances: South 47 degrees 07 minutes 04 seconds East a distance of 243.81 feet to an iron pipe, thence South 27 degrees 12 minutes 32 seconds East a distance 353.56 feet to an iron pipe, thence South 23 degrees 23 minutes 12 seconds East a distance of 289.10 feet to an iron pipe, thence South 54 degrees 10 minutes 39 seconds West a distance of 310.63 feet to an iron pipe, thence South 06 degrees 50 minutes 55 seconds West a distance of 276.20 feet to an iron pipe, thence South 13 degrees 20 minutes 07 seconds East a distance of 531.38 feet to an iron pipe, thence South 13 degrees 07 minutes 12 seconds East a distance of 257.46 feet to an iron pipe, thence South 09 degrees 25 minutes 16 seconds East a distance of 252.32 feet to an iron pipe, thence South 27 degrees 55 minutes 35 seconds East a distance of 141.35 feet to an iron pipe, thence South 11 degrees 01 minutes 15 seconds East a distance of 351.65 feet to an iron pipe, said iron pipe bears South 11 degrees 01 minutes 15 seconds East a distance of 19.97 feet from an iron pipe, said iron pipe also bears North 89 degrees 36 minutes 18 seconds West a distance of 81.79 feet from an old iron pipe, thence departing said creek bed North 89 degrees 36 minutes 18 seconds West a distance of 2256.65 feet to the point of beginning.

The above described tract of ground contains in aggregate 87.102 acres more or less subject to all easements and restrictions of record if any.

END OF DOCUMENT

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BOOK 7166 PAGE 1386

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