

92.00 + 25.00 = 117.00
Ch#
Ret # 3492

Lot 6

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JEFFERSON COUNTY, MO

2003 JUN 25 AM 10:32

MARLENE CASTLE
RECORDER OF DEEDS

FEES 24 FEES 117.00
Diana Hesch

**RECORDER OF DEEDS CERTIFICATE
JEFFERSON COUNTY, MISSOURI**

NON-STANDARD DOCUMENT

This document has been recorded, pursuant to
RSMo 59.310.3
the additional \$25.00 fee has been charged.
This certificate has been attached to this document
in compliance with the laws of the State of Missouri.

Marlene Castle
Recorder of Deeds
300 Main Street
Hillsboro, Missouri 63050
636-797-5414

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF THIS DOCUMENT // DO NOT REMOVE THIS PAGE

COMMONWEALTH
314-849-4323

INDENTURE OF TRUST AND RESTRICTIONS OF

WINTER LAKE ESTATES

A Subdivision in Jefferson County, Missouri

THIS INDENTURE OF TRUST AND RESTRICTIONS, made and entered into this 1 day of January, 2003 by and between Winter Green Development, Incorporated, a Missouri corporation Party of the First Part (hereinafter referred to as "Owner"), and Fred G. Reinhold, Mary E. Reinhold and Dottie M. Carrier, all of the County of St. Louis, State of Missouri, Parties of the Second Part (hereinafter collectively referred to as "Trustees").

WITNESSETH THAT:

WHEREAS, the Planning and Zoning Department of Jefferson County, Missouri approved the Recorded Record Plat for Winter Lake Estates Plat One, as recorded in plat book 200 pages 15, 16, 17, a Subdivision in Jefferson County, Missouri (hereinafter "the Subdivision"),

WHEREAS, common land, cul-de-sacs and street lights have been reserved in the Subdivision; and

WHEREAS, there may be designated, established and recited on the recorded plat of the Subdivision certain streets, common land, easements, and any other non-public items which are for the exclusive use and benefit of the residents of the Subdivision 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 and other facilities and public utilities for the use and benefit of the residents of the Subdivision; 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 of restrictions to all of said land described in said record plat, and mutually to benefit, guard and restrict future residents of the Subdivision 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;

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, successor or assigns, any of the lots, parcels of land in the plat of the Subdivision, all as described herein as follows, to-wit

I
CONVEYANCE TO TRUSTEES

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

The common area as marked on the record plat of Winter Lake Estates Plat One,
According to the plat thereof recorded in Plat Book 200 Pages 15,16,17 of the
Jefferson County Recorder's Office.

This trust shall continue for the duration of the Subdivision, a Subdivision to be developed under the Ordinances of Jefferson County, Missouri, it being the intent of the First Party that the common properties held hereunder and any that may be subsequently conveyed to the Trustees and remain used and maintained for the sole benefit for use and enjoyment of all lot owners and residents of the Subdivision so long as all or part of the Subdivision shall be developed for residential purposes in substantially the form presently anticipated.

Upon vacation of the Subdivision, title to the common land shall thereupon be conveyed by the then Trustees to the then lot owners of the Subdivision as tenants in common. The rights of the tenants in common shall only be exercisable appurtenant to and in conjunction with their lot ownership. Any conveyance or change in ownership of any lot shall convey with it ownership in the common property, and no interest in the common property shall be conveyed by a lot owner except in conjunction with the sale of a lot. The sale of any lot shall carry with it all the incidents of ownership of the common property although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Trustees shall be abrogated.

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 the First Party for sewers, gas pipes, conduits, poles, wires, street lights, roads, streets, recording fees, Subdivision fees, consultation fees, and/or any and all other fees, charges and expenses incurred with respect to the creation of the Subdivision described as recorded in plat book 200 pages 15, 16, 17 of Jefferson County Recorders Office.

III
DESIGNATION AND SELECTION OF TRUSTEES

1. Initial Trustees. The initial Trustees shall be Fred G. Reinhold, Mary E. Reinhold and Dottie M. Carrier, 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 Article. Whenever any of the said initial Trustee or Trustees resign, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time an election of Trustees is required as hereinafter set forth.

2. Trustees Upon Sale By First Party. Should First Party sell the properties described in record plat book 200 pages 15, 16, 17 of Jefferson County Recorders Office, before the sale of any lots as set forth in the plat of the Subdivision, the purchaser of said property shall assume all the rights and obligations of first party and shall designate three persons to act as Initial Trustees in place of those named above.

3. Successor Trustees. One-third (1/3) of the Trustees shall be elected by owners of the lots after seventy percent (70%) of the lots in the Subdivision have been sold; two-thirds (2/3) of the Trustees shall be elected by owners of the lots after ninety-five percent (95%) of all of such lots in the Subdivision have been sold; (The first Trustee to be replaced shall be Dottie M. Carrier, the second Trustee to be replaced shall be Mary E. Reinhold) all of the Trustees shall be chosen by owners of the lots after all of such lots of the Subdivision have been sold. The election of a successor Trustee shall be called by notice of a meeting signed by the Owner, or the successor or assign of the Owner, sent by first class mail or personally served upon all of the record lot owners at least (10) days before the date of the such meeting. This notice shall set forth the purpose of electing a Trustee and the time and place of the meeting which shall be within Jefferson County, Missouri. This meeting shall be held within sixty (60) days of the date when seventy percent (70%) of the lots have been sold and within sixty (60) days of the date when ninety-five percent (95%) of the lots have been sold. The successor Trustees so elected shall serve until all of the lots have been sold.

When all of the lots have been sold, a notice of meeting, signed by the then acting Trustees, shall be sent by first class mail or personally served upon all the record lot owners, at least ten (10) days before the date of such meeting. This notice shall set the date of the meeting within sixty (60) days of the time when all of the lots have been sold and such notice shall state that the purpose of the meeting is to elect three (3) Trustees. The notice shall specify the time and place of meeting, which place shall be in Jefferson 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 to serve 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 each. Thereafter, one (1) Trustee shall be elected each at an annual meeting called by the Trustees on ten (10) day notice, said notice be given as set out above and specifying the purpose of the meeting, the time and place of same, which shall be in Jefferson County, Missouri.

An annual meeting of lot owners shall be held each year. At all meetings, each lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him/her. If a lot is owned by more than one person, such owners must agree upon such vote and only one vote shall be cast; there shall be no fractional votes permitted. The results of such elections shall be certified by the persons elected Chairman or Secretary. A majority of the owners whether there by person or by proxy shall constitute a quorum. 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.

Special meetings may 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 the Subdivision may be transacted at any meeting of owners in conformity with this procedure.

4. Good Standing. An owner is considered to be in good standing if they are current on payments of all assessments as shown on the books and records of the Subdivision and not in violation of any covenant or restriction set forth herein. An owner not in good standing shall not be entitled to vote upon any Subdivision matter, and his or her presence at any meeting shall not be necessary to constitute a quorum.
5. Replacement of Trustees. Where the provisions of this Trust Indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Board of Alderman of Jefferson County, Missouri may upon the petition of any concerned resident or lot owner of the Subdivision, appoint one or more Trustees to fill vacancies until such time as Trustees are elected in accordance with this Trust Indenture. Any person so appointed who is not a resident or owner of a lot in 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 of the Subdivision, and which shall not be subject to any limitations of special assessments contained in the Trust Indenture or elsewhere.

IV

TRUSTEES' DUTIES AND POWERS

First Party hereby bestows upon the Trustees and their successors the following rights, powers, and duties:

1. Common Ground. To acquire and hold the common ground hereinabove described and conveyed to Trustees by separate instrument on even date herewith, which said common ground is set forth and shown on the recorded plat of the Subdivision, all in accordance with and pursuant to the aforesaid approval by the Board of Alderman of Jefferson County, Missouri and in accordance with and subject to the provisions of this Indenture, and to deal with any common ground so acquired under the provisions hereinafter set forth.

2. Easements. To exercise such control over the easements, (including the right to abandon an easement by properly recorded instrument when it is determined by the Trustees that abandonment is in the best interest of the Subdivision) streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), entrance lights, street lights, common ground, cul-de-sacs, (including restrictions of use of same), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer trunks and lateral lines, and pipes as may be shown on the plat of the 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 recorded plat.

In the event that a part of any street is not dedicated and/or not accepted as a dedicated public street by Jefferson County, Missouri, that part of such street shall remain a private street and it shall be repaired, maintained and replaced by the Trustees at the sole cost and expense of the lot owners. That part of any street remaining private shall also be subject to all provisions of this Indenture, including but not limited to paragraph 13 of this Article IV with the Trustees having the obligation to comply with the provisions herein set forth.

3. Control of Common Ground. To exercise control over and to maintain the common ground and cul-de-sacs shown on said plats for the full term of this Indenture; to repair, maintain and improve same with shrubbery, vegetation, decorations, 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 the Subdivision in conformity with applicable law; to prescribe by reasonable rules and regulations the terms and conditions of the use of common ground, all for the benefit and use of the owners of the lots in the Subdivision and according to the discretion of the Trustees.

4. Enforcement. To prevent, as Trustees of an express trust, an infringement and to compel the performance of any restrictions set out in this Indenture or established by law or ordinance, and to enforce any rules and regulations issued by said Trustees covering 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/her own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory. In exercising this power and the power to collect assessments hereinafter granted, the Trustees shall have the right to engage the services of attorneys and to recover costs and attorneys fees in a reasonable amount as part of any settlement or judgment obtained. Such attorney's fees shall become a lien on the lot of the owner that has violated the terms of this Indenture.

5. Dedication. To dedicate to public use any private streets constructed or to be constructed on the afore described 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.

6. Maintenance. To cause the clean-up of rubbish and debris and the removal of growth and unsightly vegetation from any vacant or neglected (even if not vacant) lot or property, and in such event, the owner(s) of such vacant or neglected lot shall, upon notification, be charged with the reasonable expenses so incurred and such charges shall be and remain a lien upon such unit until fully paid. The Trustees or their agents or employees shall not be deemed guilty or liable for any manner of trespass or any other act for any such abatement or removal or for any claim of damage (of whatever kind or nature) arising out of such action.

7. Building Plans. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, satellite dishes in excess of twenty-four (24") inches in diameter, antennas, in-ground swimming pools and 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, satellite dishes in excess of twenty-four (24") inches in diameter, antennas, in-ground swimming pools, tennis court or other structures may be erected or structurally altered on any of said

lots unless there shall be first 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, in-ground swimming pools or tennis courts, accessory buildings, satellite dishes in excess of twenty-four (24") inches in diameter 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. EXCEPT THAT the First Party, its successors or assigns shall not be governed by the terms and provisions and structures initially constructed by First Party. The First Party, its successors and assigns, may construct any building or structure that it may desire so long as it complies with the ordinances of Jefferson County, Missouri. Nothing herein shall be construed to permit the construction or placement of a satellite dish in excess of twenty-four (24") inches in diameter upon any lot of the Subdivision; the placement or construction of a satellite dish larger than twenty-four (24") inches in diameter shall be at the sole discretion of the Trustees.

In exercising the powers herein granted for approval or disapproval, the Trustees shall consider, among other things, the aesthetics of any proposed construction and its impact on the overall appearance of the Subdivision.

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

8. Deposits, Fees, and Plans. To require a reasonable deposit not to exceed two percent (2%) of the project or One Thousand Dollars (\$1,000.00), whichever is greater in connection with the proposed erection of any building, structure or fence or any swimming pool, tennis court 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 the Subdivision improvements shall be repaired.
9. Insurance. 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; to insure the Trustees for claims against them arising out of decisions, acts or failure to act in their capacity as Trustees; to bond the Trustees, or any person or entity that handles funds of the lot owners, to insure against loss by misappropriation by such party.
10. Right to Contract. 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 or advisable for the betterment and protection of the Subdivision

and to provide for the health, safety and welfare of the lot owners and occupants and to defend suits brought against them individually or collectively in their capacity as Trustees.

11. Condemnation. 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, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition 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 property, roads or easements.
12. Compliance. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all Subdivision and other ordinances, rules and regulations of Jefferson County, Missouri or any other municipality of which the property may become a part and for such purposes the Trustees shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, 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 the Subdivision.
13. Property Held by Trustees. With respect to any property held by the Trustees:
 - a. To make all contracts and incur all liabilities necessary, related or incidental to exercise of the Trustees' powers and duties hereunder including the construction of improvements;
 - b. To purchase insurance against all risks, casualties and liabilities of every nature and description, including but not limited to liability and fidelity coverage and insurance of the Trustees against claims (whether actual or alleged) brought as a result (in whole or part) of any action or inaction of the part of the Trustees or any one of them, notwithstanding any characterization of the Trustee's acts as being intentional or otherwise;
 - c. To borrow money and encumber same; to make and execute promissory notes or incur liabilities and obligations secured by any deed of trust, mortgage, lien or encumbrance on same;

- d. To invest, reinvest, use, handle, manage, control, operate, hold and in all respects treat such property in any manner they deem prudent or advisable, limited only as provided in this instrument.
14. Expenses. To charge against and pay from the revenue derived from assessments or otherwise any and all expenses relative to the exercise of the powers and rights and performance of the duties herein set forth, all of which expenses shall be termed "Subdivision Expenses."
15. Right to Cure Lot Owners Default. The maintenance and repair of each lot and any improvements located thereon is the responsibility of each owner. The Trustees may determine, in their sole discretion, the extent of any maintenance and repair, including but not limited to repairs outside the ordinary course, necessary to protect or preserve the general appearance, aesthetic quality, value or the structural integrity of any lot or improvements. The Trustees shall deliver written notice of the work deemed necessary to the owner by mailing said notice to the owner, first class mail, at his or her last known address. Should an owner fail or refuse to perform any maintenance or repairs within thirty (30) days after receipt of said written notice of necessary work, the Trustees shall have the right, but not the obligation, to contract for all labor and materials necessary to effect the maintenance and repairs which they, in their sole discretion, deem necessary to protect or preserve the appearance, aesthetic quality, value or the structural integrity of the lot and improvements in question. The lot owner shall reimburse the Trustees for the costs of such labor and materials within thirty (30) days after notice thereof is given. Such notice shall be in writing, mailed certified mail return receipt requested, to the owner's last known address. Should an owner refuse to tender said reimbursement in accordance with the provisions herein, the Trustees may proceed to collect said costs in the manner provided herein for unpaid assessments. In such an event, all costs and expenses incurred by the Trustees, including but not limited to any court costs and attorneys fees, shall be paid by the owner and shall constitute a lien on said property.

V
ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in the Subdivision 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.) Annual Assessments. The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed Five Hundred Dollars (\$500.00) per lot in each calendar year upon and against each lot in the plat of the Subdivision upon which a residence has been constructed, 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 ground, 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, 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 of the Subdivision.

From the annual assessment per lot per year, an assessment of \$6.00 per lot per year is to be paid to the Winter Green Condominium Association for the maintenance of Samarra Estates Drive and an assessment of \$6.00 per lot per year is to be paid to the Winter Bluff Trustee Association for the maintenance of Winter Bluff Drive. The total sum of these assessments for maintenance of Samarra Estates Drive and Winter Bluff Drive is to be paid each year to the Winter Green Condominium Association and Winter Bluff Trustee Association on the first (1st) of February. The developer is not responsible for any assessment fees on any lots or displays that he/she owns until they are sold.

Commencing with the sixth annual assessment to be made hereunder, and each five years thereafter, the fixed annual assessment per lot shall not exceed the greater of (i) Five Hundred Dollars (\$500.00) or (ii) the number of dollars equivalent to the purchasing power of Five Hundred Dollars (\$500.00) for the month in which this Indenture is recorded. Such number of dollars shall be determined by dividing Five Hundred Dollars (\$500.00) by the index for said month of recording as computed in the Consumers Price Index made by the Bureau of Labor Statistics of the United States Department of Labor for St. Louis Urban Wage Earners and Clerical Workers, and then multiplying the quotient by the similar index number for the month in which the sixth annual assessment (and each succeeding sixth annual assessment thereafter) commences. If the Bureau of Labor Statistics shall change the base period in effect during the month in which this Indenture is recorded, the new index figure applicable as a divisor and multiplier shall be correspondingly changed. In the event such statistics

shall no longer be available the most nearly similar statistics showing the purchasing power of United States Dollars shall be used instead, and the table to be used shall be designated by the Trustees.

Lots not improved with a residence five (5) years from the date of recording of the plat creating said lots shall be annually assessed at the same rate a lot improved with a residence is assessed; provided, however, the assessment provisions of this Indenture shall not apply to any vacant lot owned by First Party, nor to any lot having thereon a building which lot and building are offered for sale by First Party, but if a residence retained by First Party is occupied, it shall be subject to the assessment provisions hereof.

The initial annual assessment against a lot shall begin on the first day of the month beginning after the date the original home purchaser took title from First Party or in the event of a residence retained by First Party on the date the residence was first occupied and the initial amount of assessment due shall be an amount equal to the fraction of the year remaining times the annual assessment for that calendar year. Thereafter the total annual assessment shall be due against the lot regardless of whether or not the residence is occupied.

(b.) 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 owners of each lot in the Subdivision. This additional assessment including an increase in the annual assessment from that time forward must then be approved by fifty-five percent (55%) 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 fifty-five (55%) of the owners of the lots in the Subdivision to an agreement authorizing the additional assessment or by the affirmative vote of at least fifty-five percent (55%) of the owners of the lots in the Subdivision at a meeting called for such purpose. Notice of such additional assessment shall be given by ordinary mail with such assessment becoming delinquent thirty (30) days after the date of such notice.

Notwithstanding the foregoing provisions for Special Assessments the Trustees are hereby authorized to make a special assessment to pay the cost of street repair or replacement when such repair or replacement is required under the provisions of Article IV, paragraph 13 above. Such special assessment shall be on written notice by the Trustees to each lot owner and shall require no vote as set out for other special assessments.

2. Delinquent Interest. All assessments shall bear interest at the rate of ten percent (10%) per annum from the date of delinquency and such assessments, together with interest shall constitute a lien upon the lot or 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 Recorders Office of Jefferson 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 estates, 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 lien 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 payments made on account of assessments. In the event that the Trustees are required to incur attorneys fees in order to collect any delinquent assessments, said Trustee shall have the right to collect such attorney's fees from the lot owner and such fees shall be a lien on the lot until paid.

3. Budget. All assessments, made by the Trustees for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit:
 - a. The Trustees shall annually prepare a budget in which the anticipated revenue and anticipated expenditures for the ensuing calendar year are set forth. The Trustees shall attempt to limit the anticipated expenditures so that the same do not exceed the anticipated revenues.
 - b. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of a fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of assessment upon the lot or dwelling unit itself.

4. Manner of Assessment. All assessments made by the Trustees shall be made in the following manner and shall be subject to the following provisions:
 - a. Annual assessments made by the Trustees for the purposes hereinabove enumerated shall be for the period of January 1 to December 31 of each calendar year.
 - b. Annual assessments shall be due and payable on, and no later than, the first day of February of each calendar year. Special and extraordinary assessments shall be due and payable within thirty (30) days after notice thereof shall be given pursuant to this Section. If any assessment shall remain unpaid after the due

date therefor, interest shall accrue at the rate of ten (10%) per annum until fully paid and the total of the assessment and all interest accrued thereon shall (with or without formal filing of a notice of lien) constitute a lien upon the unit on which said assessment is due.

- c. If any assessment, whether annual, monthly, special, extraordinary or otherwise shall remain unpaid for more than thirty (30) days after they are due and payable, the Trustees are authorized to and are hereby given the power to file an action in the Circuit Court of Jefferson County, Missouri to enforce said lien and payment of the delinquent assessment(s) and to cause the public sale of such lot or lots and improvements thereon in order to satisfy all or part of the unpaid assessment through judicial foreclosure. In such event, all costs and expenses incurred by the Trustees, including but not limited to any court costs, appraisal fees, accountants and attorneys fees, recording fees and any expenses of the foreclosure proceeding (including the cost of service, publication and sale), shall be recoverable by Trustees and if the lot be sold, such amounts shall be paid out of the first proceeds of any such sale. The total of all such charges, costs and expenses shall become part of the lien of the assessment (and if there shall have been more than one assessment and expenses attendant thereto, the total of all such amounts shall be aggregated into one single lien), and such lien shall be superior to all other interests in or encumbrances against the lot and improvements thereon, excepting:
 - I. the lien on general and special real estate assessments and taxes;
 - II. the lien of any deed of trust or mortgage recorded prior to the recording of this Indenture of Trust and Restrictions;
 - III. any easement recorded prior to the recording of the Indenture of Trust and Restrictions; and
 - IV. the Plat of the Subdivision.
5. Deposit of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in a state or national bank, protected by the Federal Deposit Insurance Corporation, with interest, when deemed feasible for it, in their discretion. The Trustees shall designate one of their members as "Treasurer" of such funds collected under this Agreement and such funds shall be placed in the custody and control of such Treasurer. The Treasurer is responsible for providing each lot owner with an annual statement of account and an annual assessment billing. The Treasurer may be bonded or insured for the proper performance of his duties in an amount to be fixed by

the Trustees, and the expense of said bonding or fidelity insurance shall be treated as a Subdivision Expense.

6. Use of Collection Service. The Trustees are specifically empowered to employ the services of outside collection agencies in giving notice of assessments and collecting same and are further empowered to authorize said collection agency to collect any old assessments and, at the Trustees' discretion, to pay Subdivision Expenses from such collection.
7. Partial Invalidity. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

VI

INDENTURE OF RESTRICTIONS

The Party of the First Part, being the owner of the following described real estate lying and being situated in Jefferson County, Missouri and being more particularly described in record plat 200 pages 15, 16, 17 hereto and made a part thereof, by this Indenture does impose upon all lots and common land in the Subdivision the following restrictions and conditions, to-wit:

1. Term. These restrictions shall run with the land and shall continue for the duration of the Subdivision and shall be binding on all parties, their successors, transferees, assigns and all persons claiming under them or who shall hereafter take title to a lot in the Subdivision.
2. Land Use and Building Type. No structure shall be erected on any individual lot other than one detached single-family dwelling with a minimum of an attached two-car garage. All lots in the Subdivision shall be used only for single-family residential dwellings.

A one story single family dwelling shall contain at least one thousand three hundred one (1,301) square feet of living space, excluding basement areas and excluding Winter Lake Boulevard.

A two story single family dwelling shall contain at least one thousand four hundred forty (1,440) square feet of living space excluding basement areas and excluding Winter Lake Boulevard.

A split-level single family dwelling shall contain at least one thousand three hundred (1,300) square feet of

living space excluding basement areas and excluding Winter Lake Boulevard.

A one and half (1-1/2 story) single family dwelling shall contain at least one thousand five hundred twenty (1,520) square feet of living space excluding basement areas and excluding Winter Lake Boulevard.

Any and all single family dwellings on Winter Lake Boulevard of Winter Lake Estates shall contain square footage of living space, excluding basement areas, as follows: one story shall contain at least one thousand four hundred twenty (1,420) square feet; two story shall contain as least two thousand square feet (2,000); one and half (1-1/2 story) shall contain at least one thousand six hundred eighty (1680) square feet. There shall be no split foyer or raised ranch single family dwellings erected on Winter Lake Boulevard.

3. 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 the record plat approved by Jefferson County, Missouri for the Record Plat of Winter Lake Estates Plat One.
4. 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.
5. Signs. No signs shall be erected or displayed in public view on any lot except one (1) sign, not larger than eight (8) square feet, advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by the Party of the First Part, its successors and assigns in the development of the Subdivision. Should the Party of the First Part not develop all the lots and should it convey lots to other builders, such other builders or developers shall have the right to place suitable signs on lots during construction and prior to initial sale of the buildings constructed thereon.
6. Livestock and Poultry. No animals, livestock or poultry shall be raised, bred or kept on any lot, EXCEPT THAT, household pets, in limited numbers as set by the Trustees and in accordance with the Ordinances of the City of Fenton, Missouri may be kept provided they are not maintained for any commercial purposes. Household pets shall be confined by lot owners within their respective lot and shall not be allowed to be unleashed at any time when outside their respective lot. Household pets shall be leashed by lot owner(s) when not within the lot owner's respective lot and shall require curbing.

7. Fences, Garages, Outbuildings. No fences or screening shall be erected or maintained on any lots until specifications and plans for same shall be approved by the Trustees as above required, provided however, there shall be no fence erected on any lot in front of the rear building line and the Trustees may not amend or waive this restriction. All garages must be attached to the main residential structure. No carports shall be allowed. No sheds or other type of outbuilding may be placed on any lot without prior written approval of the Trustees of the plans for same and the location of such shed or outbuilding.
8. Temporary Structures. No structure of a temporary character, including a trailer, tent, shack, shed, detached garage, barn or outbuilding shall be used or placed on any lot at any time. At no time may any patio or sundeck be used as a storage space. Trunks, boxes, garden tools or any other items which have a tendency to mar the beauty of the entire Subdivision may not be stored so as to be visible from neighboring lots or from the street.
9. Above Ground Structures. No above ground structure, other than required street lights or non permanent gazebo's, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of Jefferson County, Missouri.

No above ground swimming pool may be permitted on the lots of the Subdivision and the Trustees may not waive this restriction. Small portable pools for smaller children will be permitted without Trustee approval.

10. Vehicles. No commercial trucks, campers, recreational vehicles, trailers, boats of any kind and description may be parked on any of the streets or driveways of the Subdivision; all such vehicles must be garaged; provided however, First Party, its successors and assigns, shall be permitted to park all types of construction vehicles and equipment during the construction of residences upon the various lots in the Subdivision. 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 and in doing so, the Trustees or their designated agent may enter upon any lots to carry out the terms and duties herein imposed.
11. Trash Hauling. Only one trash hauler shall service the Subdivision and such trash hauler shall be designated by the Trustees. Trash containers of any kind shall remain out of sight except on trash pickup days.
12. Nuisances. No noxious or offensive activity shall be carried on upon any lot or common property, nor shall

anything be done thereon which may be or become a nuisance or annoyance.

13. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oilwells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. ReSubdivision. No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Trustees. This provision shall not, however, require the consent of the Trustees for the sale of an entire lot as shown on a recorded plat.
15. Grading. No water course or finished grade which is once approved and established shall be altered or changed without the express written approval of the Trustees.
16. Liability of Trustees; Trustees not to be Compensated. The Trustees 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 assessment 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 except as otherwise provided for herein.
17. Grading: Party of the First Part may establish and change grades of the lots and Party of the First Part is hereby granted an easement onto all the lots of the Subdivision in order to grade or change said grade. No individual owner may change the grade of his lot without prior written approval of the Trustees, said approval to be obtained by having the Trustees approve the plans for same as set out in Article IV, Paragraph 7 above.
18. Sight Distance at Intersections. No fence, wall, or shrub planting which obstructs sight lines at elevations three (3) 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 thirty (30) feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersection unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines.

19. Amendment and Modification. Provisions herein may be amended, modified or changed from time to time by First Party, its successors or assigns so long as they own a lot in the Subdivision by recording such amendment in the Office of the Recorder of Deeds of Jefferson County, Missouri, provided such amendment, modification or change is approved by Jefferson County, Missouri. Thereafter, this Indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of all the owners of lots or parcels within the Subdivision with any such amendment, modification or change being recorded in the Office of the Recorder of Jefferson County, Missouri. No such amendment, modification or change shall (1) reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of common ground and the power to levy assessments thereof as set out in Article V above or (2) eliminate the requirement that there be Trustees unless some persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the lot owner or (3) amend or modify the provisions of Article IV, paragraph 13, or Article VI, paragraph 20.

20. Approval of Plans. The Trustees shall have the power to approve or reject all plans and/or specifications for the construction, reconstruction, addition to or alternation of any building, fence, wall or other structure of any kind as well as plans and/or specification for the location of the structure or structures on the lot or lots and the grading and landscaping treatment. No work shall be started upon any of the above improvements until the plans and/or specifications for the location of the structure or structures on the lot or lots and the grading and landscaping treatment have been submitted to and received the written approval of the Trustees. The Trustees shall have the right to refuse to approve any design which, in their opinion, is not suitable or desirable, taking into consideration the type of materials to be used, harmony of the structure or structures with the surroundings, the effect of the building or alterations therein as planned on the outlook from adjacent or neighboring properties and any and all other factors which, in the opinion, may affect the desirability and suitability of the Subdivision as a desirable residential area. The Trustees shall either approve or reject said plans and/or specifications with thirty (30) days after receipt thereof, and if the Trustees fail to act within said time, the plans and/or specifications shall be considered approved. The Trustees shall not be liable for damages to anyone so submitted plans for approval or to any lot or property owners covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans.

21. Single-Family Residential Dwellings: All lots in subdivision shall be used only for single-family residential dwellings. No commercial business shall be permitted in any single-family residential dwelling of the subdivision.

Any work related visitors should be limited to no more than 4 (four) per week if any. All visitors need to park in owners driveway. At no time are they to park in the street or block any residential mailbox or driveway.

Any persons babysitting any children, adults, dogs, etc., should be limited to only 2 (two).

At no time should residents or their visitors block traffic or block any mailboxes or driveways. Anyone dropping off any persons, etc. should pull into the owners driveway.

22. Mailboxes: Mail boxes for each lot owner will be provided and installed by the developer at the time of closing on such lot. After the installation of the mailbox, no warranty or guarantee of any nature will apply to the mailbox by the developer. Replacement of the mailbox, for any reason, shall be in the likeness of the mailbox originally provided by the developer and is to be replaced at the homeowners expense. Any diviation of the mailbox provided by the developer must be approved by the developer or the association.

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

VII

SUBJECT TO JEFFERSON COUNTY, MISSOURI

Notwithstanding the provisions of this Indenture, Winter Lake Estates shall be subject to the provisions of all Jefferson County, Missouri Ordinances pertaining to this Subdivision and the provisions of said Ordinances supersede the provisions of this Indenture.

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.

PARTY OF THE FIRST PART:

WINTER GREEN DEVELOPMENT, INC.

By: Fred Reinhold, Pres
Fred Reinhold, President

ATTEST:

Fred Reinhold, Sec
Fred Reinhold, Secretary

SECOND PARTY: TRUSTEES

Mary E. Reinhold
Dottie M. Corra

STATE OF MISSOURI)

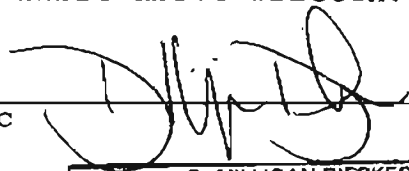
) SS

COUNTY OF JEFFERSON)

On this 24th day of JUNE, 2003, before me appeared Fred Reinhold, to me personally known, who, being by me duly sworn, did say that he is the President of WINTER GREEN DEVELOPMENT, INC., a Missouri Corporation and that he executed the foregoing agreement pursuant to the authority given him by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him in behalf of the aforesaid corporation by authority of its Board of Directors and said Fred Reinhold, as President of the said corporation, acknowledged said agreement to be lawful, free act and deed of said corporation.

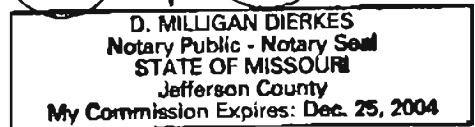
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

Notary Public



My Commission Expires:

12-25-04



STATE OF MISSOURI)

) SS

COUNTY OF JEFFERSON)

On this 24th day of JUNE, 2003, before me appeared Fred Reinhold, to me personally known, who, being by me duly sworn, did say that he is the Secretary of Winter Green Development, Inc. A Missouri Corporation and Fred Reinhold, who executed the foregoing agreement as President of the aforesaid corporation is in fact the President of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY HEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

Notary Public

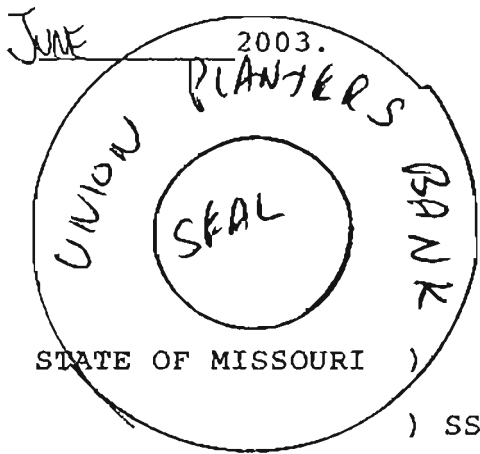
D. MILLYGAN DIERKES
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: Dec. 25, 2004

My Commission Expires:

12-25-04

The undersigned legal owner of the property described in Plat Book _____ Page _____ hereto do hereby join in and approve of the foregoing Indenture of Trust and Restrictions of Winter Lake Estates.

IN WITNESS WHEREOF, we have set out hand this 24TH day of



Union Planters Bank

By: [Signature]

Title: VICE PRESIDENT

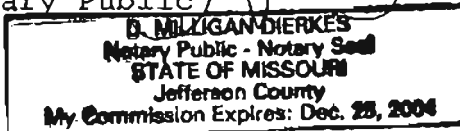
)
) SS
)
COUNTY OF ST. LOUIS)

On this 24TH day of JUNE, 2003, before me appeared, to me personally known, who, being by me duly sworn did say that he is the VICE PRESIDENT of Union Planters Bank, a corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the seal of said corporation by authority of its Board of Directors of the said members further acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

Notary Public [Signature]

My Commission Expires 12-25-04



STATE OF MISSOURI)

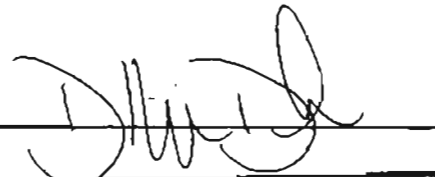
) SS

COUNTY OF JEFFERSON)

On this 24TH day of JUNE, 2003 before me appeared Fred & Reinhold, Mary^E Reinhold and Dottie^{M.} Carrier, to me personally known to be the persons described in and who executed the foregoing instrument, and being duly sworn did say that they are the present Trustees of Winter Lake Estates, located in Jefferson County, State of Missouri, and 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.

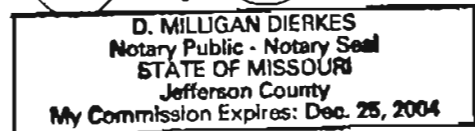
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public



My Commission Expires:

12.25-04



* WINTER GREEN DEVELOPMENT, INC.
P.O. BOX 1010
FENTON, MO 63026

END OF DOCUMENT

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CR# 5097
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040046626

FILED AND RECORDED
IN OFFICIAL RECORD OF
JEFFERSON COUNTY, MO

2004 AUG 11 AM 9:34

MARLENE CASTLE
RECORDER OF DEEDS

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**FIRST AMENDMENT TO INDENTURE OF TRUST
AND RESTRICTIONS OF WINTER LAKE ESTATES
A SUBDIVISION IN JEFFERSON COUNTY, MO**

This First Amendment to Indenture of Trust and Restrictions of Winter Lake Estates, a Subdivision in Jefferson County, MO, is made and entered into this 27th day of July, 2004, by Winter Green Development, Incorporated, a Missouri corporation, GRANTOR.

This instrument affects the real property legally described as: All lots of Winter Lake Estates Plat One, a subdivision, as recorded in Plat Book 200, pages 15, 16 and 17 of the Jefferson County Records.

The GRANTEES under this instrument are all of the current and future record owners of the Lots of the real property described herein.

WITNESSETH

WHEREAS, the original Indenture of Trust and Restrictions of Winter Lake Estates dated January 1, 2003 (the "Indenture"), was recorded on June 25, 2003, as Document No. 030046699 of the Jefferson County Records, and

WHEREAS, Grantor is named as First Party in the Indenture; and

WHEREAS, Article VI, paragraph 19 of the Indenture provides that the Indenture may be amended, modified, or changed by First Party, its successors or assigns, so long as First Party owns a lot

COPY

in the Subdivision by recording such amendment in the office of the Recorder of Deeds of Jefferson County, MO; and

WHEREAS, Grantor is the owner of several lots in the Subdivision; and

WHEREAS, it is the desire of Grantor to amend, modify, and revise the Indenture to facilitate development of the Subdivision and adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained in the original Indenture of Trust and Restrictions, as well as this Amendment, and in compliance with the provisions providing for the amendment, modification, and change in the Indenture, including the approval of Jefferson County, it is agreed that the Indenture recorded as Document No. 030046699 of the Jefferson County Records is hereby amended, modified, and changed as follows:

1. Article II of the Indenture is deleted in its entirety, and the following is adopted in lieu thereof:

II. RESERVATIONS

1. **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 the First Party for sewers, gas pipes, conduits, poles, wires, street lights, roads, streets, recording fees, Subdivision fees, consultation fees, and/or any and all other fees, charges and expenses incurred with respect to the creation of the Subdivision described as and recorded in Plat Book 200, Pages 15, 16, and 17 of the Jefferson County Recorders Office.

2. **Use of Streets And Easements For Utility, Sewer and Construction Purposes.** First Party reserves the right to use all streets, including, without limitation, Winter Lake Drive, and all common land and easements designated, established and/or recited on the recorded plat of the Subdivision for the following purposes: (a) Construction, maintenance and operation of public and private utilities, including without limitation,

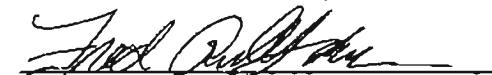
sanitary sewers and storm water drainage; (b) Development and construction purposes within the Subdivision; and (c) Ingress and egress of all construction, utility and/or sewer company vehicles over all such streets, common land and easements for development, construction, maintenance and operation of other lands and properties being owned or developed by First Party.

2. Except as amended herein, the original Indenture remains in full force and effect.

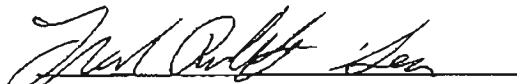
IN WITNESS WHEREOF, the Grantor has duly executed this Amendment of the Indenture as of the day and year first above written.

GRANTOR

* WINTER GREEN DEVELOPMENT,
INCORPORATED

By: 
* Fred Reinhold, President

ATTEST:


Fred Reinhold, Secretary

* P.O. BOX 1010
FENTON, MO 63026

COPY

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

On this 10 day of Aug., 2004, before me personally appeared Fred Reinhold being by me duly sworn, did say that he is the President of Winter Green Development, Incorporated, a Corporation organized and existing under the laws of the State of Missouri, and that he acknowledged that the foregoing instrument was executed on behalf of said Corporation by authority of its Board of Directors as the free act and deed of said Corporation.

INTESTIMONY 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.



Tammy Reinheimer

Notary Public

My commission expires:

6147-0304: Reinhold, Fred & Mary/Trustees of Winter Bluff Estate Subdivision: 123009.wpd

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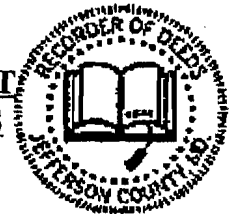
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5/31/08 #5
Wintergreen Dev
PO Box 1010
Fenton Mo 63026
Original



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09/22/2008 03:25:37PM
MARLENE CASTLE, RECORDER
PAGES 5
REC FEE: 36.45
NS FEE:

**SECOND AMENDMENT TO INDENTURE OF TRUST
AND RESTRICTIONS OF WINTER LAKE ESTATES
A SUBDIVISION IN JEFFERSON COUNTY, MO**



This Second Amendment to Indenture of Trust and Restrictions of Winter Lake Estates, a Subdivision in Jefferson County, MO, is made and entered into this 7th day of July, 2008, by Winter Green Development, Inc., a Missouri corporation, GRANTOR.

This instrument affects the real property legally described as: All lots of Winter Lake Estates Plat 1, a subdivision, as recorded in Plat Book 200, pages 15, 16 and 17 of the Jefferson County Records and all lots of Winter Lake Estates Plat 2, a subdivision as recorded in Plat Book 232, pages 14 and 15 of the Jefferson County Records.

The GRANTEES under this instrument are all of the current and future record owners of the Lots of the real property described herein.

W I T N E S S E T H

WHEREAS, the original Indenture of Trust and Restrictions of Winter Lake Estates dated January 1, 2003 (the "Indenture"), was recorded on June 25, 2003, as Document No. 030046699 of the Jefferson County Records, and was amended by instrument entitled First Amendment to Indenture of Trust and Restrictions of Winter Lake Estates recorded on August 11, 2004 as Document No. 040046626;

WHEREAS, Grantor hereby subjects all of the lots of Winter Lake Estates Plat 2 to the Indenture and that the Subdivision referred to in the Indenture includes all lots and common area in Winter Lake Estates Plat 1 and Plat 2;

WHEREAS, Grantor is named as First Party or Owner in the Indenture; and

WHEREAS, Article VI, paragraph 19 of the Indenture provides that the Indenture may be amended, modified, or changed by First Party, its successors or assigns, so long as First Party owns a lot in the Subdivision by recording such amendment in the office of the Recorder of Deeds of Jefferson County, MO; and

WHEREAS, Grantor is the owner of several lots in the Subdivision; and

WHEREAS, it is the desire of Grantor to amend, modify, and revise the Indenture to facilitate development of the Subdivision and adjacent properties for the betterment of the Subdivision.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained in the original Indenture of Trust and Restrictions, as well as this Amendment, and in compliance with the provisions providing for the amendment, modification, and change in the Indenture, including the approval of Jefferson County, it is agreed that the Indenture recorded as Document No. 030046699 and first amended by Document No. 040046626 of the Jefferson County Records is hereby further amended, modified, and changed as follows:

1. The following shall be added as Section 3 of Article II:

“First Party shall have the right to extend the streets, utilities and other common areas, including without limitation, Winter Pond Drive, to connect to the adjacent property known as Shangri-La Mobile Home Park for potential development of a residential subdivision adjacent to the Subdivision. This provision is not subject to modification without the consent of First Party.”

2. The following sentence is added to the first paragraph of Section 3 of Article III:

“The Trustees shall make decisions by majority vote. The actions of a majority of the Trustees shall bind all of the Trustees.”

3. The second paragraph of Section 1 (a) of Article V of the Indenture is deleted in its entirety, and the following is adopted in lieu thereof:

“From the annual assessment per lot per year, an assessment of \$6.00 per lot is to be paid to the Winter Green Condominium Association for the maintenance of Samarra Estates Drive and an assessment of \$37.45 per lot per year is to be paid to the Winter Bluff Trustee Association for the maintenance of Winter Bluff Drive and the section of Winter Lake Drive within Winter Bluff Estates which runs to Winter Bluff Drive. However, in the event another entrance is constructed which provides the Subdivision another access road, which does not run through Winter Bluff Estates, the amount to be paid to the Winter Bluff Trustee Association shall be reduced by fifty percent (50%) to \$18.73 per lot per year. If the annual street maintenance costs of Winter Bluff Estates is less than \$37.45 per lot, or \$18.73 if there is a second entrance, based on all lots of both Winter Bluff Estates and Winter Lake Estates, the above street maintenance assessment shall be reduced accordingly. These assessment provisions are not subject to modification without the written consent of the Association affected thereby.

The total sum of the assessment for maintenance of Samarra Estates Drive shall be paid on the first day of February of each year to the Winter Green Condominium Association. The total sum of the assessment for maintenance of Winter Bluff Drive and the section of Winter Lake Drive within Winter Bluff Estates which runs to Winter Bluff Drive shall be paid on the first day of February of each year to the Winter Bluff Trustee Association. The developer is not responsible for any assessment fees on any lots or displays that the developer owns until such lots are sold.”

4. The following is added as paragraphs 24, 25 and 26 of Article VI of the Indenture:

“24. **Lake Use and Maintenance.** The following restrictions shall apply to the use of the lake area within the subdivision (the “Lake”).

a. The use of the Lake is strictly limited to the residents of the subdivision lots and their guests. Lot owners are responsible for the actions of their guests in the use of the Lake. No children under the age of 14 may use the Lake area without adult supervision. The Trustees shall have the right to impose reasonable restrictions on the number of guests who may use the Lake and may in their discretion exclude persons from use of the Lake as a result of improper or dangerous behavior or condition.

b. No motorized vehicles of any type will be allowed on the walking paths, sidewalks or entrances in the Lake area.

c. Fishing is limited to catch and release only. No one may swim in the Lake. No boats may be used in the Lake. No ice skating may be done on the Lake.

d. No one may park any vehicles in front of Lake entrances.

e. The existing fence located on the retaining wall surrounding the Lake shall not be modified or revised by any lot owner.

f. No lot owner may make any changes of any type to the existing footprint or shoreline of the Lake, including existing inflow areas, whether natural or manmade.

g. The Trustees shall maintain the Lake with regular cleaning of discharge grate, maintenance of the pond fountain pumps and maintenance of the dam, including siltration control and removal of any silt accumulating in the Lake, grass cutting, wildlife and erosion control.

h. The Trustees shall have the right to impose reasonable further regulations, restrictions and rules governing the use and maintenance of the Lake area.

25. **Parking.** No lot owner may park any vehicles on a long term basis on the streets in the Subdivision. The Trustees may impose further reasonable regulations, restrictions or rules for parking of vehicles within the Subdivision.

26. **Plantings.** No lot owner may plant any trees, shrubs or other plantings within the common area without the approval of the Trustees (trees and shrubs with shallow root systems may damage streets and sidewalks). The Trustees may impose further reasonable regulations, restrictions or rules for plantings within all common areas, including without limitation, the area between the sidewalk and the street.

5. Except as amended herein, the original Indenture as amended remains in full force and effect.

IN WITNESS WHEREOF, the Grantor has duly executed this Second Amendment of the Indenture as of the day and year first above written.

GRANTOR

WINTER GREEN DEVELOPMENT,
INC.

By: Fred Reinhold, Pres
Fred Reinhold, President

ATTEST:

Fred Reinhold, Sec.
Fred Reinhold, Secretary

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

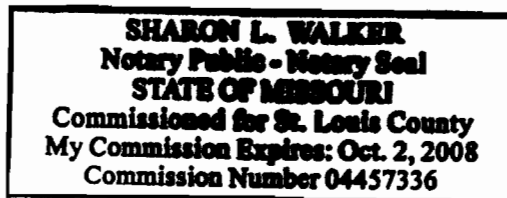
On this 20th day of September, 2008, before me personally appeared Fred Reinhold being by me duly sworn, did say that he is the President of Winter Green Development, Inc., a Corporation organized and existing under the laws of the State of Missouri, and that he acknowledged that the foregoing instrument was executed on behalf of said Corporation by authority of its Board of Directors as 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.

Sharon L. Walker
Notary Public

My commission expires:

6147-0304: Reinhold, Fred & Mary /business advice 253368.wpd



3345

Dr. Mary Gehring



2009R-048211

FILED AND RECORDED
IN OFFICIAL RECORD
12/02/2009 01:21:37PM
MARLENE CASTLE, RECORDER
PAGES 4
REC FEE: 33.45
NS FEE:



COVER PAGE

TITLE OF DOCUMENT: 3rd Amendment to the indentures of trust
& restrictions of Winter Lake Estates

DATE OF DOCUMENT:

GRANTOR(S): Winter Lake Estates

GRANTEE(S): Winter Lake Estates

STATUTORY MAILING ADDRESS(S): * P.O. Box 1010
Fenton, MO 63026

LEGAL DESCRIPTION:

REFERENCE BOOK AND PAGE(S):

Doc. # 030056699

**THIRD AMENDMENT TO THE
INDENTURE OF TRUST AND RESTRICTIONS
OF
WINTER LAKE ESTATES
A SUBDIVISION IN JEFFERSON COUNTY**

THIS THIRD AMENDMENT TO THE INDENTURE OF TRUST AND RESTRICTIONS FOR WINTER LAKE ESTATES, A SUBDIVISION IN JEFFERSON COUNTY ("Second Amendment") is made this 6th day of August, 2009, by WINTER GREEN DEVELOPMENT, INCORPORATED, a Missouri corporation, in its capacity as "First Party" (as such term is defined in the Indenture), which is situated within the jurisdiction of Jefferson County, in the State of Missouri.

This instrument affects the real property legally described as: All lots of Winter Lake Estates Plat One, a subdivision, as recorded in Plat Book 200 on pages 15, 16 and 17 of the Jefferson County Records,

Recitals

WHEREAS, the original Indenture of Trust and Restrictions of Winter Lake Estates (the "Subdivision") dated January 1, 2003 (the "Indenture") was recorded on June 25, 2003, as Document No. 030056699 of the Jefferson County records; and

WHEREAS, First Party is named as Grantor in the Indenture and the First Amendment; and

WHEREAS, the Trustees of the Subdivision as of the date of this Third Amendment are Fred G. Reinhold, Mary E. Reinhold, and Christopher M. McCarthy ("Individual Trustees", and

WHEREAS, Article VI, paragraph 19 of the Indenture provides that the Indenture may be amended, modified, or changed by First Party, its successors or assigns, so long as First party owns a lot in the Subdivision by recording such amendment in the office of the Recorder of Deeds of Jefferson County Missouri, and provided such amendment is approved by Jefferson County, Missouri; and

WHEREAS, First Party continues to own several lots in the Subdivision; and

WHEREAS, the First Amendment to the aforementioned Indenture was subsequently recorded on August 11, 2004, as Document No. 040046626 of the Jefferson County records; and the Second Amendment to the aforementioned Indenture was subsequently recorded on September 22, 2008 as Document No. 2008R-036390 of the Jefferson County records; and

WHEREAS, First Party desires to form a limited liability company to perform the duties designated to the Individual Trustees as described in the Indenture; and

NOW THEREFORE, in consideration of the premises and mutual promises, covenants and agreements contained in the original Indenture, as well as this Third Amendment, and in compliance with the provisions providing for the amendment, modification, and change in the Indenture including the approval of Jefferson County, it is agreed that the Indenture, as amended by the First and Second Amendments, is hereby further amended, modified, and changed as follows:

1. Article III of the Indenture is deleted in its entirety and the following is substituted in lieu thereof:

WINTER LAKE ESTATES TRUSTEE ASSOCIATION, LLC is the sole Trustee of the Subdivision and shall (i) perform all duties and responsibilities previously assigned to the Individual Trustees, and (ii) assume all obligations and rights previously granted to or imposed upon said Individual Trustees, whether with respect to maintenance of common grounds, the power to levy assessments, or otherwise as set forth in the Indenture, as amended.

2. All references in the Indenture to "Trustee" or "Trustees" shall refer to WINTER LAKE ESTATES TRUSTEE ASSOCIATION, LLC.

3. The last sentence of Article VI, paragraph 19 ("Amendment and Modification") of the Indenture is deleted.

4. This Third Amendment shall be effective immediately upon approval by Jefferson County, Missouri.

5. In all other respects, the Indenture, as amended, is ratified and affirmed.

IN WITNESS WHEREOF, this Third Amendment has been executed by First Party upon the date first above written.

WINTER GREEN DEVELOPMENT, INCORPORATED
("First Party")

By: 
FRED G. REINHOLD, President

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

On this 2nd day of December, 2009, before me personally appeared FRED G. REINHOLD, to me personally known, who, being by me duly sworn, did say that he is the President of WINTER GREEN DEVELOPMENT, INCORPORATED, a corporation, existing under the laws of the State of Missouri and that the foregoing instrument was signed in behalf of said Corporation by authority of its Board of Directors and its is capacity as FIRST PARTY OF WINTER LAKES ESTATES SUBDIVISION, and said FRED G. REINHOLD 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.

Kimberly Schmittgens
Notary Public

My Commission Expires: August 6, 2012



KIMBERLY SCHMITTGENS
My Commission Expires
August 6, 2012
Jefferson County
Commission #08614814

Mary Reinhold



2009R-048212

FILED AND RECORDED
IN OFFICIAL RECORD
12/02/2009 01:21:38PM
MARLENE CASTLE, RECORDER
PAGES 4
REC FEE: 33.45
NS FEE:



COVER PAGE

TITLE OF DOCUMENT: 4th amendment to the indenture of Trust
& RESTRICTIONS of Winters Lake Estates a subdivision
in Jefferson county

DATE OF DOCUMENT:

GRANTOR(S): WINTER LAKE ESTATES TRUST

GRANTEE(S): WINTER LAKE ESTATES

STATUTORY MAILING ADDRESS(S): * PO BOX 1010
FENTON, MO 63024

LEGAL DESCRIPTION:

REFERENCE BOOK AND PAGE(S):

DOCT#: 030056699

**FOURTH AMENDMENT TO THE
INDENTURE OF TRUST AND RESTRICTIONS
OF
WINTER LAKE ESTATES
A SUBDIVISION IN JEFFERSON COUNTY**

THIS FOURTH AMENDMENT TO THE INDENTURE OF TRUST AND RESTRICTIONS FOR WINTER LAKE ESTATES, A SUBDIVISION IN JEFFERSON COUNTY ("Fourth Amendment") is made this 2nd day of Dec., 2009, by WINTER GREEN DEVELOPMENT, INCORPORATED, a Missouri corporation, in its capacity as "First Party" (as such term is defined in the Indenture), which is situated within the jurisdiction of Jefferson County, in the State of Missouri.

This instrument affects the real property legally described as: All lots of Winter Lake Estates Plat One, a subdivision, as recorded in Plat Book 200 on pages 15, 16 and 17 of the Jefferson County Records,

Recitals

WHEREAS, the original Indenture of Trust and Restrictions of Winter Lake Estates (the "Subdivision") dated January 1, 2003 (the "Indenture") was recorded on June 25, 2003, as Document No. 030046699 of the Jefferson County records; and

WHEREAS, First Party is named as Grantor in the Indenture and the First Amendment; and

WHEREAS, the Trustees of the Subdivision as of the date of this Fourth Amendment are Fred G. Reinhold, Mary E. Reinhold, and Christopher M. McCarthy ("Individual Trustees") and collectively as managers of Winter Lake Estates Trustee Association, LLC ("Trustee Association"), and

WHEREAS, Article VI, paragraph 19 of the Indenture provides that the Indenture may be amended, modified, or changed by First Party, its successors or assigns, so long as First party owns a lot in the Subdivision by recording such amendment in the office of the Recorder of Deeds of Jefferson County Missouri, and provided such amendment is approved by Jefferson County, Missouri; and

WHEREAS, Article IV, paragraph 3 of the Indenture provides that the Trustees may prescribe reasonable rules and regulations the terms and conditions of the use of common ground, all for the benefit and use of the owners of the lots in the Subdivision and according to the discretion of the Trustees; and

WHEREAS, First Party continues to own several lots in the Subdivision; and

WHEREAS, the First Amendment to the aforementioned Indenture was subsequently recorded on August 11, 2004, as Document No. 040046626 of the Jefferson County records; and the Second Amendment to the aforementioned Indenture was subsequently recorded on September 22, 2008 as Document No. 2008R-036390 of the Jefferson County records; and the Third Amendment to the aforementioned Indenture was subsequently recorded on Dec. 2nd, 2009 as Document No. 2009R-048211 of the Jefferson County records; and

WHEREAS, the Individual Trustees wish to clarify the use of, classifications of, and protect the common property of the Trustee Association; and

NOW THEREFORE, in consideration of the premises and mutual promises, covenants and agreements contained in the original Indenture, as well as this Fourth Amendment, and in compliance with the provisions providing for the amendment, modification, and change in the Indenture including the approval of Jefferson County, it is agreed that the Indenture, as amended by the First, Second, and Third Amendments, is hereby further amended, modified, and changed as follows:

1 Article IV, paragraph 16 is added as follows:

Common Property Land Usage: At no time shall any party or property owner disturb earth; add, remove, or modify any vegetation including but not limited to grasses, plants, trees, shrubbery, soils, or groundcovers; change the grade of land; apply treatments, chemicals, or fertilizers; remove natural debris; or divert the natural flow of water in any common property without expressed written prior authorization from the Trustee Association. *Unauthorized modifications or actions upon common property may conflict with these covenants or federal, state, or local laws and/or regulations. Any party making modifications to common property in violation of this amendment will be held financially responsible for any restoration, repair, or fines imposed upon the Trustee Association.*

2 This Fourth Amendment shall be effective immediately upon approval by Jefferson County, Missouri.

3 In all other respects, the Indenture, as amended, is ratified and affirmed.

IN WITNESS WHEREOF, this Fourth Amendment has been executed by First Party upon the date first above written.

WINTER GREEN DEVELOPMENT, INCORPORATED
("First Party")

By: Fred L. Randall, Pres.

FRED G. REINHOLD, President

STATE OF MISSOURI)
) *Jefferson*) SS.
COUNTY OF ~~ST. LOUIS~~)

On this 2nd day of December 2009, before me personally appeared FRED G. REINHOLD, to me personally known, who, being by me duly sworn, did say that he is the President of WINTER GREEN DEVELOPMENT, INCORPORATED, a corporation, existing under the laws of the State of Missouri and that the foregoing instrument was signed in behalf of said Corporation by authority of its Board of Directors and its capacity as FIRST PARTY OF WINTER LAKES ESTATES SUBDIVISION, and said FRED G. REINHOLD 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.

Kimberly Schmittgens

Notary Public

My Commission Expires:
August 6, 2012



KIMBERLY SCHMITTGENS
My Commission Expires
August 6, 2012
Jefferson County
Commission #08614814

RECEIVED 3045
JAN 18 2012
Q* Winter Green Development
POB 1010
Fenton MO 63026



2012R-002006
FILED AND RECORDED
IN OFFICIAL RECORD
01/18/2012 03:39:37PM
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PAGES 3
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**FIFTH AMENDMENT TO THE
INDENTURE OF TRUST AND RESTRICTIONS
OF
WINTER LAKE ESTATES
A SUBDIVISION IN JEFFERSON COUNTY, MISSOURI**

THIS FIFTH AMENDMENT TO THE INDENTURE OF TRUST AND RESTRICTIONS OF WINTER LAKE ESTATES, A SUBDIVISION IN JEFFERSON COUNTY, MISSOURI ("Fifth Amendment") is made this 18th day of January, 2012, by WINTER GREEN DEVELOPMENT, INCORPORATED, a Missouri corporation, in its capacity as "First Party" (as such term is defined in the Indenture), which is situated within the jurisdiction of Jefferson County, in the State of Missouri.

This instrument affects the real property legally described as: All lots of Winter Lake Estates Plat One, a subdivision, as recorded in Plat Book 200 on pages 15, 16, and 17 of the Jefferson County Land Records.

Recitals

WHEREAS, the original Indenture of Trust and Restrictions of Winter Lake Estates (the "Subdivision") dated January 1, 2003 (the "Indenture") was recorded on June 25, 2003, as Document No. 030046699 of the Jefferson County Land Records; and

WHEREAS, First Party is named as Grantor in the Indenture and the First, Second, Third and Fourth Amendments; and

WHEREAS, the Trusts of the Subdivision as of the date of this Fifth Amendment are Fred G. Reinhold, Deb Watters and Gary Rogowski ("Individual Trustees") and collectively as managers of Winter Lake Estates Trustee Association, LLC ("Trustee Association"); and

WHEREAS, Article VI, paragraph 19 of the Indenture provides that the Indenture may be amended, modified, or changed by First Party, its successors or assigns, so long as First Party owns a lot in the Subdivision by recording such amendment in the office of the Recorder of Deeds of Jefferson County, Missouri, and provided such amendment is approved by Jefferson County, Missouri; and

WHEREAS, First Party continues to own several lots in the Subdivision; and

WHEREAS, the First Amendment to the aforementioned Indenture was subsequently recorded on August 11, 2004, as Document No. 040046626 of the Jefferson County records; and the Second Amendment to the to the aforementioned Indenture was subsequently recorded on September 22, 2008, as Document No. 2008R-036390 of the Jefferson County records; and the Third Amendment to the to the aforementioned Indenture was subsequently recorded on December 2, 2009, as Document No. 2009R-048211 of the Jefferson County records; and the Fourth Amendment to the to the aforementioned Indenture was subsequently recorded on December 2, 2009, as Document No. 2009R-048212 of the Jefferson County records; and

NOW THEREFORE, in consideration of the premises and mutual promises, covenants and agreements contained in the original Indenture, as well as this Fifth Amendment, and in compliance with the provisions and in compliance with the provisions providing for the amendment, modification, and change in the Indenture including the approval of Jefferson County, it is agreed that the Indenture, as amended by the First, Second, Third, and Fourth Amendments, is hereby further amended, modified and changed as follows:

1. The second to the last paragraph of Section 1(a) of Article V of the Indentures is deleted in its entirety, and the following is adopted in lieu thereof:

“Lots not improved with a residence five (5) years from the date of recording of the plat creating said lots shall be annually assessed at the same rate a lot improved with a residence is assessed; provided, however, the assessment provisions of this Indenture shall not apply to any vacant lot owned by First Party or any successor in interest to First Party, nor to any lot having thereon a building which lot and building are offered for sale by First Party or any successor in interest to First Party, but if a residence retained by First Party or any successor in interest is occupied, it shall thereafter be subject to the assessment provisions hereof.”

2. The last sentence of Section 19 of Article VI of the Indentures is amended to hereinafter state as follows:

“No such amendment, modification or change shall (1) reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of common ground and the power to levy assessments thereof as set out in Article V above or (2) eliminated the requirement that there be Trustees unless some persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the lot owners or (3) amend or modify the provisions of Article IV, paragraph 13, or Article VI, paragraphs 9 and 20.”

IN WITNESS WHEREOF, the Grantor has duly executed this Fifth Amendment of the Indenture as of the day and year first above written.

GRANTOR

WINTER GREEN DEVELOPMENT, INC.

By: [Signature]
Fred Reinhold, President

ATTEST:

[Signature]
Fred Reinhold, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 18th day of January, 2012, before me personally appeared Fred Reinhold being by me duly sworn, did say ~~this~~ he is the President of Winter Green Development, Inc., a corporation organized and existing under the laws of the State of Missouri, and that he acknowledged that the foregoing instrument was executed on behalf of said Corporation by authority of its Board of Directors as 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.

[Signature]
Notary Public

My commission expires: August 6, 2012



KIMBERLY SCHMITTGENS
My Commission Expires
August 6, 2012
Jefferson County
Commission #08614814