

**INDENTURE OF TRUST AND RESTRICTIONS
OF
SEVEN OAKS**

THIS INDENTURE made and entered into this 6th day February, 1978, by and between ST. CHARLES HOLDING CO., a corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "Owner" and G. B. VATTEROTT, THOMAS J. BERRY, and JOSEPH R. WOLF all of the County of St. Louis, State of Missouri, hereinafter referred to as "Trustees".

WHEREAS, the County Council of St. Louis County, Missouri, by its Ordinance No. 8159 dated March 11, 1977 approved and authorized a Planned Environment Unit for development in accordance with the provisions of Ordinance Section 1003.187 SKCRO, the said land now more accurately being described as follows:

See Exhibit "A" attached hereto.

WHEREAS, part of the above described tract has been subdivided and plat thereof recorded in the St. Louis County Records in Plat Book 179, Pages 442 and 43 and designated SEVEN OAKS PLAT 1, and

WHEREAS, Owner contemplates that the remainder of the above described tract will also be subdivided and the plats thereof will be prepared and recorded in the St. Louis County Records pursuant to and in conformity with the aforesaid Ordinance and other ordinances of said County; and

WHEREAS, Common Ground has been designated and set aside on the plat of SEVEN OAKS PLAT 1 and additional Common Ground may be designated and set aside on the future plats of Seven Oaks to be recorded in the office of the St. Louis County Recorder of Deeds upon approval by the St. Louis County Council or other proper officials of St. Louis County, and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of Seven Oaks, certain streets, Common Ground and certain easements which are for the exclusive use and benefit of the owner or owners of the lots and parcels shown and to be shown on said subdivision plats (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of construction, maintaining and operating sewers, pipes, poles, wires, storm water

drainage, parks and other facilities and public utilities for the use and benefit of the owner or owners of the lots and parcels shown and to be shown on said plats; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the tracts of land, whether of record or to be of record and known collectively as Seven Oaks, as a restricted neighborhood and to protect the same against certain uses by the adoption of a neighborhood plan and scheme of restrictions, and to apply that plan and restrictions in favor of or against each lot and parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said areas; and

WHEREAS, all reservations, limitations, conditions, easements and covenants contained herein, any and all of which are hereafter termed "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots and parcels covered by this instrument; and

WHEREAS, Owner will, by separate instrument, convey to the Trustees and establish certain area as Common Ground, to be so designated on the plat or plats of the remainder of the above described tract, to be prepared and recorded in St. Louis County Recorder's Office; and

NOW, THEREFORE, in consideration of the premises and 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, their heirs, successors or assigns, any of the lots and parcels of land in the afore-described property, all as described herein as follows: to wit:

I.

APPOINTMENT, TERM AND ELECTION OF TRUSTEES

The initial Trustees shall be Gregory B. Vatterott, Thomas J. Berry, and Joseph R. Wolf designated herein as Trustees, who by their signatures to this instrument, consent to serve in such capacity. Whenever any of said Trustees resigns, refuses to act, becomes disabled or dies, Owner or its successors or assigns, shall appoint a successor or successors until such time that

50% of the lots and parcels in all the plats of Seven Oaks are sold and closed. At that time the term of Joseph R. Wolf or his successor, shall terminate. At that time a successor Trustee shall be chosen at a meeting of the then record owners in fee simple title to lots and parcels in all plats of Seven Oaks called by notice of meeting signed by at least three (3) property owners, sent by first class mail to, or personally served upon all of such record owners at least ten (10) days before the date fixed for the meeting. The notice shall specify the time and place of meeting. The owner of a lot improved with a single family residence, shall have one (1) vote. A majority of all votes in all plats of Seven Oaks shall have the power to elect new trustees. Until such time as 95% of the lots and parcels in all the plats of Seven Oaks are sold and closed should Gregory B. Vatterott, or Thomas J. Berry resign, refuse to act, become disabled or die, then Owner or its successors or assigns shall appoint successor Trustees for said Trustees. At such time as 95% of the lots and parcels in al the plats of Seven Oaks are sold and closed the term of Thomas J. Berry or his successor shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. Until such time as all the lots and parcels in all the plats of Seven Oaks are sold and closed should Gregory B. Vatterott resign, refuse to act, become disabled or die, then Owner, or its successors and assigns shall appoint a successor Trustee. At such time as all the lots and parcels in all the plats of Seven Oaks are sold and closed the term of Gregory B. Vatterott or his successor, shall terminate. His successor shall be selected at a meeting called and held in the manner hereinbefore set out. The Trustees selected by a vote of the lot owners as hereinbefore provided shall serve three (3) year terms and their successors shall be selected at a meeting called and held in the manner hereinbefore set out. When the term of all the original Trustees, or their successors designated by Owner, has terminated, the lot owners in a meeting called and held in the manner hereinbefore set out, may by a majority vote of those lot owners attending the meeting provide for a system of electing successor Trustees on a staggered term basis.

II.

RESERVATION OF EXPENDITURES

The owner reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sum previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets,

recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the above described tract.

III.

TRUSTEE'S DUTIES AN POWERS

The Owner hereby invests the Trustees and their successors and assigns with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1. The Trustees shall acquire and hold the Common Ground to be described and conveyed to the Trustees by separate instrument, which said Common Ground is set forth and shown on Seven Oaks Plat 1, and on any subsequently recorded plat of Seven Oaks. The Trustees shall deal with any Common Ground so acquired under the provisions hereinafter set forth.
2. The Trustees may exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, park areas, shrubbery, storm water sewers, lakes, storm water retention areas, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities as may be shown on the recorded plats of said above described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, common ground, and roads, etc., by the necessary public utilities and them 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 and dwellings shown on said plats.
3. The Trustees may create easements over said Common Ground.
4. The Trustees may abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when the Trustees determine that it is in the best interest of the subdivision that same be abandoned.

5. The Trustees may exercise control over the Common Ground as shown on said Seven Oaks Plat 1 and any subsequently recorded plat of Seven Oaks. The Trustees may pay real estate taxes and assessments on said Common Ground out of the general assessment hereinafter provided for. The Trustees may maintain and improve the Common Ground with ornamental entrance ways, shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, recreation, entertainment, education and general use of the lot owners of said subdivision all in conformity with all applicable laws. The Trustees may prescribe by reasonable rules and regulations the terms and conditions including reasonable fees and charges of the use of said Common Ground and all improvements thereon, all for the benefit and use of the lot owners of Seven Oaks and according to the discretion of the said Trustees.
6. The Trustees may publicly dedicate any private streets constructed or to be constructed on said Common Ground, and whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance. The Trustees shall exercise control over the lakes and storm water retention areas located on the Common Ground. The Trustees shall maintain, improve, repair, rebuild, supervise, and insure the proper use of said retention area.
7. 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 times fixed for the appointment or election of a Trustee, are hereby authorized to negotiate with such public agency for such acquisition and to execute deeds and other instruments necessary to convey the property. Should acquisition by eminent domain become necessary, only the Trustees need be made a party, 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.
8. The Trustees may prevent any infringement and compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees covering the use of said Common Ground 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 behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

9. The Trustees may clean up rubbish and debris and remove grass and woods from, and 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 or their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.
10. The Trustees shall 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 alteration in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless they first had the written approval of a majority of the Trustees to the plans and specifications therefore and to the grade proposed therefore. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings and other outbuildings have been submitted to it hereunder, approval will not be required and the applicable restrictions shall be deemed to have been fully complied with, provided the party alleging submission of the plans can supply written evidence that said plans and specifications were in fact submitted to the Trustees.
11. The Trustees may require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached buildings, outbuildings, 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 subdivision improvements shall be repaired.
12. The Trustees may establish and fix minimum costs which shall apply to buildings and structures which may be erected on said lots as the Trustees deems necessary and desirable in order to maintain a high character of the buildings and structures which may

be erected on said lots. Minimum costs so established shall at all times be subject to revision or abandonment at the discretion of the Trustees in order to provide that the buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

13. The Trustees may provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage, and may otherwise provide for the public health, safety, welfare and morals of property and assume contracts for such purposes covering such periods of time as they may consider advisable.
14. The Trustees may receive, hold, convey, dispose of and administer IN TRUST for any purpose mentioned in this Indenture any gift, grant, convenience or donation of money or real estate or personal property.
15. The Trustees in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter in to contracts, employ agents, attorneys, accountants, servants, clerks, other employees and labor as they deem necessary or advisable, and to institute and prosecute such suits as they deem necessary or advisable, and defend suits as they deem necessary or advisable, and defend suits brought against them in their capacity as Trustees, or against their employees.
16. The Trustees shall have power to purchase and maintain in force liability insurance protecting the Trustees and lot owners from any and all claims for personal injury and property damage arising from Acts of the Trustees or from use of the Common Ground. The Trustees shall have power to purchase and maintain in force insurance protecting the Trustees from any and all claims for damages arising out of any decision, act, or failure to act, of the Trustees acting in their capacity of Trustees.
17. In the interest of the health, welfare, safety and morals of the lot owners of the land subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or Municipality regulation, said Trustees shall have the right and power:
 - a. To provide lights on streets, parks, gateways, entrances, Common Ground and other public or semi-public places; to erect and maintain signs for the marking of streets; to erect, maintain and replace fences on the Common Ground; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes, and pedestrian

ways and to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, Common Ground and elsewhere in the interest of health, welfare, safety and morals within the land subject hereto;

- b. To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.
18. The Trustees shall have the right and power to establish, operate, conduct, regulate, maintain, repair, such common property, buildings, and facilities as may exist or be established on the land subject hereto; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.
 19. The Trustees shall have the full and unqualified right, power and authority concerning all of the property, real personal or mixed, owned or held by said Trustees to:
 - a. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Trustees' power and duties hereunder including the construction of improvements;
 - b. Purchase insurance against all risks, casualties and liabilities of every nature and description;
 - c. Borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed or trust, mortgage, lien or encumbrance on same;
 - d. Make all types of permanent, temporary, construction or other loans;
 - e. Use, handle, manage, control, operate, hold, deal in and in all respects treat with the aforesaid property, real, personal, or mixed limited only as provided in this instrument.
 20. The Trustees shall have the right to procure a bond for the individual Trustee serving as Treasurer.
 21. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinance, rules and regulations of St.

- Louis County or any municipality of which the subdivision may become a part, including but not limited to maintenance and operation of all street lights, roadways and easements.
22. All rights and powers conferred on the Trustees by this instrument shall be exercised by them collectively and not individually. In the event of any difference of opinion among the Trustees as to the exercise of the rights and powers conferred hereby, the decision of a majority of Trustees shall be conclusive.

IV. ASSESSMENTS

The Trustees and their successors and assigns are hereby authorized, empowered and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purpose 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 and assigns are authorized to make uniform assessments, except as hereinafter provided, of an amount not to exceed One Hundred and Fifty Dollars (\$150.00) per lot in each calendar year upon and against the lots on which a residence has been erected in said subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, Common Ground, utilities, recreational facilities, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in said Subdivision.
- b. 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 great of (i) \$150.00, or (ii) the number of dollars equivalent to the purchasing power of \$150.00 for the month in which this Indenture is recorded. Such number of dollars shall be determined by dividing \$150.00 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, 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.

- c. If at any time the Trustees shall consider it necessary to make any expenditure requiring and assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the owners of lots called by the Trustees, upon not less than ten (10) days written notice, by a two-thirds ($2/3$) majority vote of those present in person or by proxy, or on written consent of two-thirds ($2/3$) of the said owners, the Trustees shall notify all owners in said tracts of the additional assessment. The limit of the annual assessments for general purposes as set forth in 1 (a) above, shall not apply to any assessment made under the provision of this paragraph 1 (c).
 - d. In the event the Trustees exercise the right granted them under Article III Paragraph 9 hereof to enter and clean up any vacant lot or neglected property the Trustees may assess against said lot the cost of the work involved plus 20% for overhead and carrying charges.
 - e. 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.
2. 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 the assessment upon the lot or dwelling unit itself.
 - c. Every such assessment shall become due and payable with thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid, and such payment and interest shall constitute a lien upon said lot, and said lien shall continue in full force and effect until said amount is fully paid. At any time after passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots or dwelling units and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots or dwelling units from the liability of assessments (as shown by recorded instrument) by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or dwelling unit affected, and the Trustees shall cause to be noted from time to time in the minutes of the proceedings, the payments made on account of any assessments.
3. 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 the lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri and to any other bona fide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors and evading the assessments provided for herein; provided, however, that the terms and provisions shall be and remain fully applicable to all of the land subject hereto after foreclosure of any deed or trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and subsequently to such foreclosures. Should an

owner pay an assessment after the recording of notice thereof, as herein provided, the Trustees shall release said lien.

4. 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, or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, at interest, when deemed feasible by them, in their discretion. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and said funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the Trustees.
5. The assessment provisions of this Indenture shall not apply to any vacant lot owned by Owner, nor to any lot having thereon a building which lot and building are offered for sale by the Owner, but if a residence retained by Owner is occupied it shall be subject to the assessment provisions hereof.
6. 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 Owner or in the event of a residence retained by Owner 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.

V.

INDENTURE OF RESTRICTIONS

The owner hereby imposes on all the lots in SEVEN OAKS the following restrictions:

1. No lot shall be used except as the site of a single family residence. The word "family" shall mean an individual or two or more persons related by blood or marriage or a group of not more than three (3) persons who need not be related by blood or marriage living together and subsisting in common as a single nonprofit housekeeping unit utilizing only one kitchen. The ground floor area of the main structure exclusive of one-story open

porches, carports and garages, shall be not less than 1,000 square feet. Split foyer or bi-level homes shall have an upper floor area of not less than 1,000 square feet.

2. No lot shall be used except for such purposes as shall be permitted by the applicable zoning ordinances of St. Louis County, Missouri, and no building shall be erected, placed or permitted to remain on any lot unless such building shall meet all applicable building and zoning codes of St. Louis County, Missouri.
3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plats of said subdivision. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however that this shall not be construed to permit any portion of a building to encroach upon another lot.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
5. No nuisances or noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as construed by the Courts of the State of Missouri as an annoyance or nuisance. No building or premises shall be used for purposes prohibited by law or ordinance. Nothing contained hereby shall restrict, inhibit or prevent the Owner from building and selling houses in the Subdivision.
6. Except as hereinafter noted, all partition fences shall be constructed of chain link fencing; such fences shall not be more than four feet in height and shall not extend in front of the building on any lot. On corner lots the fence shall not extend beyond the front or side of a building. Partition fences of any type other than chain link may be erected only with the prior written approval of the Trustees. Solid fences built of new material and of a

decorative character may be erected to a height of seven (7) feet for the purpose of screening a patio or pool, provided the plans and specifications for said patio fence and a sketch showing the proposed location of the fence have been approved by the Trustees as to the quality of materials, harmony of external design with existing buildings and as to location with respect to the patio to be screened and the homes in close proximity to the proposed fence. 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 with 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. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding any other provision of this Indenture, no fence, hedge, plantings, or trees, of any kind, shall be erected or placed, or planted on any lot which abuts or adjoins any part of the Common Ground without the express consent of the Trustees.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence temporarily or permanently.
8. No sign of any kind shall be displayed to the public view except one sign of not more than four square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.
9. All garages and carports must be attached to the main house (dwelling) unless otherwise approved by the Trustees. Storage buildings or other outbuildings shall be permitted if approved by the Trustees.
10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes. Each lot owner shall comply with all ordinances and subdivision regulations of St. Louis County, Missouri, relating to the number, supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

11. Personal property, including but not limited to boats, trailers, trucks, campers, and house trailers shall not be placed or stored in the open or in unenclosed carports on any lot nearer to the front lot line than the rear line of the building, nor in the case of corner lots, nearer to the side building lines. This shall not prohibit the parking of passenger automobiles, licenses and in operating condition.
12. No oil drilling, oil development operation, 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 for oil or natural gas shall be erected, maintained or permitted upon any lot.
13. Except temporarily in connection with construction work by a builder, no lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. 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. Nothing contained in this instrument shall restrict, limit, inhibit or prevent Owner from developing the Subdivision and building structures and improvements in accordance with the plans and designs of Owner and selling the same.
16. 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.
17. No above ground structure, 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 & Traffic.

VI.

MISCELLANEOUS PROVISIONS

1. There are and will be situated in the above described tract, certain areas designated as Common Ground. The Common Ground shall be utilized for the sole exclusive use of the lot owners present and future of the SEVEN OAKS subdivision. The Trustees shall

hereafter maintain said Common Ground and may develop therein park areas and other kinds of recreational facilities.

2. This Indenture may be amended, modified and changed from time to time in accordance with the following provisions:
 - a. Until such time as 95% of the lots and parcels in all the plats of Seven Oaks are sold and closed, the Trustees may amend, modify, and change this Indenture by recording with the Recorder of Deeds of St. Louis County, Missouri, such amendment, modification, or change, with the written approval of the Director of Planning of St. Louis County, which document shall make specific reference to this Indenture; provided, however, the Trustees may not increase the annual assessment except as otherwise provided herein.
 - b. At anytime within five (5) years from the date of recording of this instrument that part of these restrictions pertaining to side lines and building lines may be added to or amended by Owner so as to rectify any inadvertent violations of said side line and building line restrictions occurring during the original construction period.
 - c. Thereafter this Indenture may be amended, modified, and changed by the written consent of two-thirds (2/3) of the owners of the lots subject hereto. Any such amendment, modification, or change shall be recorded with the Recorder of Deeds of St. Louis County, Missouri.
3. Any other provisions hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the Common Ground and the improvements thereon referred to herein shall not cease nor may this Indenture be amended, modified, or changed to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustees herein to maintain the Common Ground and the improvements thereon, nor may this Indenture be amended to eliminate the Trusteeship herein created, all as it relates to the Common Ground.
4. The Trustees are authorized and empowered to cooperate and to contract with the Trustee of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

5. The Trustees are authorized to act through a representative provided, however, that the Trustees shall only be responsible for their wrongful acts and shall not be responsible for wrongful acts of others. Neither the Trustees nor their agents shall be held liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, or their agents. The Trustees shall not be entitled to any compensation for services performed pursuant to this instrument.
6. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect of modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said tract, saving always the right to amendment, modification or repeal as hereinabove expressly provided.
7. It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof described herein shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person owning any parcel of land in Seven Oaks, or having a legally recognizable interest in said land (by lien, mortgage, deed or trust of contract or option for purchase), or the said Trustees in behalf of or for the benefit of themselves, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages, including attorney fees and court costs for such infringement or omission. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of said parcels of land, or any part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Owner or against its successors and assigns, unless they, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant embracing such parcel or part thereof. It is and is hereby declared to be that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land in SEVEN OAKS.

8. The restrictions in this indenture set forth shall continue and be binding upon the Owner and the Trustees and upon their successors and assigns for a period of thirty (30) years from the date hereof, and shall automatically be continued thereafter for successive periods of fifteen (15) years each, provided however, that the owners of the majority of the lots of the subdivision may release all of the land hereby restricted from any one or more or all of the said restrictions at the end of this thirty (30) year period or of any successive fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in St. Louis County, Missouri at least five years prior to the expiration of this thirty (30) year period or of any fifteen year period thereafter.
9. This trust shall continue for the duration of this Seven Oaks Planned Environment Unit, it being the intent of the Owner that the Common Ground held hereunder be and remain used and maintained for the common benefit of all lot owners and residents so long as all or part of the Seven Oaks subdivisions shall be developed for residential purposes in substantially the form presently anticipated. Upon vacation of the subdivision constituting this Planned Environment Unit, title to the Common Ground shall thereupon vest in the then lot owners of all the plats of Seven Oaks subdivision as tenants in Common.

IN WITNESS WHEREOF, the Owner and Trustees have hereunto executed this Indenture the day and year first above written.

ST. CHARLES HOLDING CO.

G. B. Vatterott, President

G. B. Vatterott, President
Owner

Thomas J. Berry, Trustee

Joseph R. Wolf, Trustee