

INDENTURE OF TRUST AND RESTRICTIONS

OF

FOX LAKE SUBDIVISION

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This Indenture, made and entered into this 2nd day of June, 1975, by and between RFS, INC., a Missouri corporation, hereinafter referred to as "Party of the First Part", and FRED W. AHLEMEIER CO., a Missouri Corporation, hereinafter referred to as "Party of the Second Part", and FRED W. AHLEMEIER, KENNETH LANDOLT and FRED BRUNING, Parties of the Third Part, hereinafter referred to as "Trustees",

WITNESSETH:

WHEREAS, Party of the First Part and Party of the Second Part are the owners of portions of a tract of land situated in St. Louis County, Missouri, more particularly described in Exhibit A hereto attached, which said parties desire to subdivide, plat, and record as FOX LAKE SUBDIVISION, PLAT ONE, more particularly described as follows:

FOX LAKE SUBDIVISION PLAT ONE, according to the
plat thereof, recorded on June 24, 1975, as Daily No. 89
on said date (and in Plat Book 162 at Pages 12 thru 14.

WHEREAS, Party of the First Part contemplates that the tract of land described in Exhibit A, attached hereto, may be subdivided and that plats thereof designated FOX LAKE SUBDIVISION PLAT ONE, FOX LAKE SUBDIVISION PLAT TWO, FOX LAKE SUBDIVISION PLAT THREE, etc., will be prepared and recorded in the St. Louis County Recorder's Office pursuant to the St. Louis County Ordinances, subject to all of the terms, covenants and restrictions herein contained, and

WHEREAS, the parties hereto intend that all "Common Ground" for parks and recreation areas or other purposes shown on any plat subdividing any part pf the tract of land described in Exhibit A, attached hereto, shall be for the joint and common use of the present and future owners of any lot, platted of record, established by the subdivision of said tract of land, and

WHEREAS, it is the purpose and intention of this Indenture to create a trust for the proper supervision, maintenance and regulation of the use of "Common Ground", lakes, parks, playgrounds, park-ways and walkways, in said subdivision, the operation and maintenance of street lights therein, and the protection of all lots in said subdivision, against certain uses, by adopting restrictions for FOX LAKE SUBDIVISION PLAT ONE (and for each succeeding plat, if any), and to apply the restriction not only to all of said land and every lot, and all "Common Ground" but also in favor of or against said lot as against or in favor of all other lots within

said tract, in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders of any or all of said lots; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants 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 covered by this instrument, and

NOW THEREFORE, in consideration of the recitals hereto 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, for themselves, and their successors and assigns, and for and upon behalf of all Persons who may hereafter derive title to or otherwise hold through them, their successors or assigns, and of the lots and parcels of land in FOX LAKE SUBDIVISION PLAT ONE, and any other lots into which the tract of land described in Exhibit A may hereafter be subdivided by recorded plats made subject to the terms hereof, and other good and valuable considerations, receipt whereof is hereby acknowledged, it is agreed as follows:

1. Terms of Office of Trustees, Meetings and Elections.

a) The Trustees shall constitute a Board of Trustees as required by Ordinance. The First Trustee named above shall serve until 100% of the developed lots in FOX LAKE SUBDIVISION, PLAT ONE, are sold by First and Second Parties to Third Parties; the Second Trustee shall serve until 95% of the lots in said Plat are sold by First and Second Parties to Third Parties, the Third Trustee shall serve until 50% of the developed lots in said Plat are sold by First and Second Parties to Third Parties.

b) In the event any Trustee named herein, or his respective Successor, shall die or cease to reside in either the City of St. Louis or County of St. Louis, or resign, or become incompetent, or be unable for whatever reason, to discharge the duties or exercise the rights and powers herein granted or bestowed upon him or them as Trustees under this Indenture, prior to the expiration of his term, it shall be the duty of the remaining Trustees or Trustee to select a Successor to serve for the unexpired term of office of such Trustee.

c) When each or all of said terms shall expire, or at such prior date upon which all of the Trustees, their successors or successors shall resign, then upon the happening of each such event, the then acting Trustee or Trustees, or if all shall resign, such Trustees prior to such resignation, shall call a meeting of all persons, firms or corporations owning any lot or lots within said subdivision, by written notice given according to the name and address of the record owners of any lot or lots in said subdivision as the same appears on the records of the Assessor of St. Louis County, Missouri, stating the time, place and purpose of said meeting, which said notice shall be deposited in the U.S. Mail at least fifteen (15)

days prior to the date of said meeting. At said meeting, the lot owners shall designate one of the persons present to act as Chairman and one of the persons present to act as Secretary of the meeting, and thereupon, the lot owners shall proceed to elect a Trustee or Trustees to succeed the Trustee or Trustees whose terms have then expired, to serve until the terms of all of the named Trustees or successors shall terminate, by limitation or resignation. At that time, a meeting shall be called, as hereinabove provided, and the lot owners shall proceed to elect three (3) Trustees, one of whom shall serve for three (3) years, and one of whom shall serve for two (2) years, and one of whom shall serve for one (1) year, and thereafter, all Trustees elected shall serve for a term of three (3) years. The person receiving the highest number of votes shall, in the first instance, serve for a three (3) year term; the person receiving the second highest number of votes shall serve for a term of two (2) years; and the person receiving the third highest number of votes shall serve for a term of one (1) year. Each lot owner shall be entitled to one (1) vote and said vote may be cast in person or by proxy upon condition that the proxy has been duly executed by the record owners of any lot in the presence of a notary public and filed with the Secretary of any meeting of lot owners before the balloting takes place. A majority vote of the lot owners on all questions shall be final and conclusive and the said lot owners may determine the time and place for future meetings and provide for the holding of regular and special meetings and for the transaction of all business consistent with the terms and provisions of the restrictions herein contained.

2. Trustee's Duties and Powers. The Parties of the First Part and Second part hereby invest the Trustees and their successors with the rights, powers and duties described in this instrument, and with the following rights, powers and duties.

(1) To acquire and to hold all "Common Ground" hereinabove referred to and hereafter conveyed to the Trustees for the purposes described in this Indenture.

(2) To exercise such control over the Common Ground, the entrances, lights, walks, parkways, lakes, playgrounds, park areas, and shrubbery, as is necessary to maintain, repair, beautify, supervise the same and insure the proper use thereof.

(3) They shall: (a) pay real estate taxes and assessments against the "Common Ground" and maintain and improve same with shrubbery and vegetation; (b) maintain the lake thereon in accordance with contract by Party of the First Part with Metropolitan Sewer District for the maintenance of the lake; (c) operate maintain and replace lights on streets, parks, entrances, and common property and contract for electricity therefore; (d) maintain and replace signs for marking of the streets; (e) prescribe by reasonable rules and regulations the terms and conditions for the use of said "Common Ground", the lake and playground facilities and all other improvements thereon, and more particularly but without limiting the effect

hereof; prohibit (1) swimming in the lake, (2) the use of boats thereon, without the express written permission of the Trustees, (3) dumping of any items therein, and (4) the use of motorcycles, go-carts, or similar vehicles on the "Common Ground".

(4) To grant easements on the "Common Ground" and to accept or abandon any easement or portion thereof by a proper and appropriate instrument duly executed and in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be accepted or abandoned only when the Trustees determine that it is in the best interest of the subdivision to do so.

(5) To negotiate with any public agency seeking to acquire for a public purpose all or any part of the property conveyed to the Trustees and to execute instruments for that purpose. Should acquisition by eminent domain become necessary, only the Trustees shall be necessary parties to such action and it shall not be necessary to join the then owners of lots or parcels in the above described tract as parties to such action. 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 or easements.

(6) To prevent, in their discretion, as Trustees of an express trust, any infringement, and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees covering the use of said "Common 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 own behalf.

(7) To consider, approve or reject any and all plans and specifications for any and all fences.

(8) To establish and fix minimum costs which shall apply to residences which may be erected on said lots as the Trustees deem desirable in order to maintain a high character of such residences, subject to revision or abandonment at the discretion of the Trustees, in order that residences which may be erected on said lots shall be fairly uniform in character, irrespective of cost or other circumstance.

(9) In exercising rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by time enter into contracts, employ agents, attorneys, accountants, servants, clerks, other employees and labor as they deem necessary or advisable, to institute, prosecute and defend such actions as they deem necessary or advisable, and defend actions brought against them in their capacity as Trustees, or against their agents and employees.

3. Common Ground – Vesting in Lot Owners. Notwithstanding any other provisions of this Indenture, if the trust with respect to

"Common Ground" is in effect at the end of twenty (20) years from the date of this Indenture, or if earlier terminated, at the time of such termination, the fee simple title to all of the "Common Ground", if any, shall vest in the then lawful owners of lots in FOX LAKE SUBDIVISION (created out of the tract of land described in Exhibit A, and regardless of plat number) as joint tenants, but the rights of said owners shall be only appurtenant to and in conjunction with their ownership of land in said FOX LAKE SUBDIVISION and any conveyance or change of ownership of any lot or lots or other parcels in FOX LAKE SUBDIVISION shall carry with it ownership in common property, as joint tenants, so that none of the owners of lots in FOX LAKE SUBDIVISION (regardless of plat number) and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot, and any conveyance of any lot or parcel in FOX LAKE SUBDIVISION (regardless of plat number) shall carry with it, without specifically mentioning it, all the incidents of ownership of the common property; provided, however, that all of the rights, powers and duties otherwise conferred upon the Trustees of FOX LAKE SUBDIVISION PLAT ONE, as herein granted, shall continue to be possessed and exercised by the said Trustees.

4. Assessments. The Trustees and their successors are hereby authorized, to make uniform and equal assessments upon and against the several lots of parcels of land platted in FOX LAKE SUBDIVISION PLAT ONE, and in any subsequently recorded plat of the tract of land described in Exhibit A, of an amount not to exceed Seventy-five (\$75.00) per lot in each calendar year, for the purpose of carrying out, performing or executing any powers or duties of the Trustees as provided herein, and to enable the Trustees to defend and enforce restrictions.

Commencing with the Sixth (6th) annual assessment to be made hereunder, and each five (5) years thereafter, the fixed annual assessment per lot shall not exceed the greater of (i) \$75.00, or (ii) the number of dollars equivalent to the purchasing power of \$75.00 for the month in which the Indenture is recorded. Such number of dollars shall be determined by dividing \$75.00 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 similar statistics showing the purchasing power of the United States Dollar shall be used instead, and the table to be used shall be designated by the Trustees.

The Trustees shall annually prepare a budget of anticipated

expenditures for the ensuing year and, by resolution duly entered in the minutes of a meeting of such Trustee's, shall assess rateably against each lot, such amount, which collectively, may be established to be necessary to pay said expenditures, taking into consideration any balance on hand, but not to exceed the yearly maximum amount, hereinabove set out.

Any vacant lot owned by the Parties of the First and Second Part, or any lot improved with a residence which is being offered for sale by the Party of the First Part or Second Part shall not be subject to assessment under these provisions.

Written notice shall be given to each lot owner that an assessment has been levied by the Trustees by depositing a notice in the U.S. Mail addressed to the lot owner by the name and address according to the records of the Assessor of the County of St. Louis, Missouri, or by delivering the notice in person to any resident lot owner by leaving such notice with any person over the age of sixteen (16) years at such residence.

All assessments shall become due and payable thirty (30) days from date of the levy thereof and if not paid within said time, shall bear interest from date of the levy of said assessment at the rate of 8% per annum until paid. If any assessment is not paid within thirty (30) days from the levy thereof, the Trustees may cause to be filed a notice of said assessment executed, acknowledged and recorded in the Office of the Recorder of Deeds of the County of St. Louis, in the manner provided for conveyances affecting real estate which recording shall be notice of demand for payment, and thereupon such assessment plus the cost of recording together with interest at the rate of 8% shall become a lien upon the lot or lots in question and collection of any such assessment together with a reasonable attorney's fees as may be allowed by the Court and taxed as costs in favor of the Trustees, may be enforced by any appropriate proceeding at law.

5. Indenture of Restrictions. Parties of the First Part and Second Part, being the owners of all lots contained in a tract of real estate lying and situated in the County of St. Louis, State of Missouri, and being more particularly described as follows, to-wit:

FOX LAKE SUBDIVISION PLAT ONE, according to the plat thereof
recorded on the 24th day of June, 1975, as Daily Number 89 in the
St. Louis County Recorder's Office, and

by this Indenture do impose upon all the lots and Common Ground in the aforementioned FOX LAKE SUBDIVISION PLAT ONE the following restrictions and conditions, to-wit:

(1) These restrictions are to run with the land and shall be binding on all parties and all persons claiming under then for a period of twenty (20) years from the date these covenants are recorded,

after which time said covenants shall be automatically extended for continuing successive periods of ten (10) years, each, unless an instrument, signed by the then owners of a majority of the lots is recorded, changing said covenants in whole or in part.

(2) No lot shall be used except for single family purposes, or 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 which does not meet all applicable building and zoning codes of St. Louis County, Missouri.

(3) 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. No building or premises shall be used for purposes prohibited by law or ordinance. Nothing contained hereby shall restrict, inhibit or prevent the Party of the Second Part from building and selling residences in the Subdivision.

(4) No fences or hedges shall be erected or placed on any lot nearer to any street than the minimum building set back lines shown on the recorded plats of said subdivision, nor shall any fence or hedge on a side yard be erected or placed in front of the line of the rear building wall. The type of all fences must be approved by the Trustees. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway on 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.

(5) No signs of any kind shall be displayed to the public view except one sign of not more than four (4) 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.

(6) All garages and carports must be attached to the main house (dwelling) unless otherwise approved by the Trustees. Bath houses or other outbuildings shall be permitted if approved by the Trustees.

(7) 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.

(8) 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 and all such trash, garbage and waste shall be kept in sanitary containers and shall be left at the curb of a dwelling only on trash collection days.

(9) Nothing contained in this instrument shall restrict, limit, inhibit or prevent Party of the Second Part from developing the lots contained in any Plat of said Subdivision and selling residences and improvements built by it in accordance with its plans and designs and selling the same by the use of display residences created in this or any other completed plats of this subdivision.

6. General Provisions. This Indenture may be amended, modified and changed from time to time in accordance with the following provisions:

(a) For a period of five (5) years from the date hereof, 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) Thereafter this Indenture may be amended, modified, and changed by the written consent of seventy-five (75%) percent, 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.

(c) Any other provision hereof to the contrary notwithstanding, the obligations and rights to 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 under any subparagraph of Section 2 herein, nor may this Indenture be amended to eliminate the Trusteeship herein created.

(d) 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 its agents. The Trustees shall not be entitled to any compensation for services performed pursuant to this covenant.

(e) 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 or 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.

(f) If the owner or owners of the tract of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, hereinafter owning any of the parcels of land or part thereof shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by the provisions hereof to be kept and be performed by it, or him or them, it shall be lawful for any person owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or the said Trustees in behalf of or for the benefit of themselves aforesaid, 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 Party of the First Part and Party of the Second Part or against their 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 said area and go with all titles, interest and estates in same, and be binding upon every owner or owners, lessees and their occupants, of any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

(g) Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the Subdivision may become a part.

(h) Perpetual cross easements for utilities and sewers are hereby established over such utility and sewer easements as may be established of record in any subdivision of land described in Exhibit A, to the end that the present and future owners of any lot in any such subdivision, and any utility shall have access to all such easements in all such subdivisions for utility and sewer purposes.

(i) Perpetual cross easements in favor of the present and future owners of all lots as may be shown on any future record

plat of land described in Exhibit A, are hereby established over the Common Ground (and facilities thereon) for the use and enjoyment of such Common Ground and facilities thereon, jointly and in common with the lot owners of lots encumbered by these restrictions. All rules and regulations promulgated by the Trustees governing the use of Common Ground shall be applied in a uniform, non-discriminatory manner as to all persons entitled to use such Common Ground.

(j) All rules and regulations promulgated by the Trustees governing the use of Common Ground shall be applied in a uniform, non-discriminatory manner as to all persons entitled to use such Common Ground.

7. Subsequent Plats- Trustees. Upon the recording of subsequent plats of FOX LAKE SUBDIVISION reciting that the property therein platted shall be subject to the conditions and restrictions herein contained, the Trustees for the lots and "Common Ground", if any, so platted, with all of the powers, rights and duties with respect thereto as herein granted to them as Trustees of FOX LAKE SUBDIVISION PLAT ONE, and subject to all of the terms and conditions hereof, and the rights and duties of the respective lot owners of such subsequent Plat, with the same force and effect as if this Indenture had been recorded simultaneously with the recording of said Plat, with the exception that wherever FOX LAKE SUBDIVISION Plat number shall be deemed inserted in lieu of the number "ONE".

8. Consolidation of Trusteeships. As and when the land constituting the Tract described in Exhibit A shall be fully subdivided by recorded plats and constituting, collectively, FOX LAKE SUBDIVISION, and the lots therein platted are sold in their entirety by Second Party to Third Parties, the Trusteeships of all of the said plats shall be automatically consolidated into a single Board of Trustees for FOX LAKE SUBDIVISION, consisting of one member from each Plat.

At least twenty (20) days prior to the closing of the sale of the last lot in said Tract or Subdivision, Second Party shall notify the Trustees of each plat, by Certified Mail, of the consolidation of all Boards of Trustees, as herein provided, and that the Trustee of each Plat with the longest unexpired term shall be that plat's member on the Consolidated Board of Trustees. The term of office of all other Trustees of each plat shall immediately cease and terminate and the offices shall be abolished.

The Trustee from the highest numbered plat shall serve for an initial term of one (1) year, and each other Trustee shall serve for an initial term of years equal to the number of his subdivision plat. Upon the expiration of the term of office of any consolidated Trustee, or upon his death, resignation, inability to act or removal from the Subdivision, his successor shall be elected at a meeting of the lot owners of the plat in which he resides, for the unexpired

term of office of his predecessor or for term equal to the total number of plats, so that one Trustee shall be elected each year, or for the unexpired term, if any.

The consolidated Trustees shall have the same powers and duties as the separate Trustees of each Plat. All funds on hand after an accounting with each Board shall be pooled as a common fund on the whole subdivision.

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

RFS, Inc.
By: _____
Party of the First Plat

ATTEST:

FRED W. AHLEMEIER CO.,
a corporation
By: _____
Party of the Second Plat

ATTEST:

Fred W. Ahlemeier

Kenneth Landholt

Fred Bruning
Parties of the Third Part

AMENDMENT
TO
INDENTURE OF TRUST AND RESTRICTIONS
OF
FOX LAKE SUBDIVISION

The undersigned, being all of the members of the duly-appointed, constituted and serving Boards of Trustees for all plats of Fox Lake Subdivision as such Boards are established by the Indenture of Trust and Restrictions of Fox Lake Subdivision as recorded in Plat Book 6798, Page 1864, of the St. Louis County Records, and as amended by instrument recorded on January 11, 1979, at Book _____, Page _____, of the St. Louis County Records, pursuant to the powers granted to them by Article 6, subparagraph (a) of said Indenture, at a meeting of such Boards of Trustees, all Trustees being present, did unanimously adopt the following amendment to such Indenture of Trust and Restrictions of Fox Lake Subdivision which shall be effective immediately on the recording of this instrument:

On Page 6 of said Indenture of Trust and Restrictions of Fox Lake Subdivision at the end of the first partial paragraph immediately following the words "...hereinabove set out.", there shall be inserted the following new sentences: So long as more than one set of Trustees are in existence for the subdivision, when setting such yearly assessment and budget, all sets of Trustees of the subdivision shall meet jointly and make such budget and determine such assessments so that lots in all plats of the subdivisions, then subject to assessment, are assessed an equal amount. Further, so long as more than one set of Trustees are in existence for the subdivision, all such sets of Trustees shall and are hereby empowered to contribute to the Trustees of the other plats funds to pay a share of the reasonable costs of acquiring, controlling and maintaining the common ground in other plats of the subdivision, all as set forth in paragraphs 2(1) through 2(3) inclusive hereof.
Provided, however, that Trustees shall only be required to

contribute to other Trustees to the extent that such contributing Trustees actually have funds on hand not needed for use within their own plat or plats.

The amount of such contribution shall be determined at the joint meeting where the yearly assessment and budget are determined.

Such contribution shall be made so that each set of Trustees will contribute ratably according to the ration which the number of lots then subject to assessment hereunder.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this _____day
of _____, 1979.

Virginia Dockery

Thomas J. Lux

Thomas J. Slater, Jr.

Trustees for Plat 1 of Fox Lake Subdivision

Louis C. Travick

James W. Batteiger

William C. Shoop

Trustees for Plat 2 of Fox Lake Subdivision

Edward A. Rolwes

William C. Shoop

Lawrence Rolwes

Trustees for Plat 2, 4, 5 and 6 of Fox Lake Subdivision

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

On this _____ day of _____, 1979, before me personally appeared VIRGINIA DOCKERY, THOMAS J. LUX AND THOMAS J. SLATER, JR., Trustees for Plat 1 for Fox Lake Subdivision, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their act and deed as Trustees.

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

My term expires:

Notary Public

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

On this _____ day of _____, 1979, before me personally appeared LOUIS C. TRAVICK, JAMES W. BATTEIGER and WILLIAM C. SHOOP, Trustees for Plat 2 for Fox Lake Subdivision, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their act and deed as Trustees.

My term expires: May 6, 1983

Loraine J. Kinsey, Notary Public
St. Louis County

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

On this _____ day of _____, 1979, before me personally appeared EDWARD A. ROWLES, LAWRENCE ROWLES and WILLIAM C. SHOOP, Trustees for Plat 3, 4,,5 and 6 for Fox Lake Subdivision, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their act and deed as Trustees.

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

My term expires: May 6, 1983

Loraine J. Kinsey, Notary Public
St. Louis County

The undersigned, Director of Planning of St. Louis County, Missouri, hereby approves the amendment to the Indenture of Trust and Restrictions of Fox Lake Subdivision is set forth herein.

Director of Planning,
St. Louis County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS

On this _____ day of _____, 1979, before me personally appeared _____ to me personally known to be Director of Planning of St. Louis County, Missouri, who did state that he executed the foregoing instrument as his free act and deed in his capacity as Director of Planning of St. Louis County, Missouri.

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.

My term
expires:

Public

Notary