

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 24<sup>th</sup> 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,