

(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