

EXHIBIT A

AMENDED
INDENTURE OF TRUST AND RESTRICTIONS FOR SANCTA MARIA ESTATES
ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 16th day of February, 1984, by and between THE ROLWES CO., INC., a Missouri Corporation, "First Party," and EDWARD A. ROLWES, LAWRENCE E. ROLWES, AND WILLIAM SHOOP, all of St. Louis County, Missouri, "Trustees."

WITNESSETH THAT:

WHEREAS, the St. Louis County Council, by Ordinance No. 11133 approved SANCTA MARIA ESTATES as described therein, as a Planned Environment Unit under Section 1003.187 SLCRO, so that various plats of SANCTA MARIA ESTATES may now be approved and recorded; and,

WHEREAS, First Party has recorded the Final Development Plan of SANCTA MARIA ESTATES on the 7 day of Sept., 1983, in Plat Book 221 at Pages 65 and 66 of the St. Louis County Recorder's Office pursuant to and in conformity with the aforesaid Ordinance; and,

WHEREAS, common land for park and recreational areas will be reserved in the various Plats of SANCTA MARIA ESTATES; and,

WHEREAS, there will be designated, established and recited on the recorded plats of SANCTA MARIA ESTATES certain streets, common land and easements which are for the exclusive use and benefit of the residents of SANCTA MARIA ESTATES, 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 sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of SANCTA MARIA ESTATES: 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 and scheme of restrictions to all of said land

described herein, including all common land, and mutually to benefit, guard and restrict future residents of SANCTA MARIA ESTATES, and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, and all of which are sometimes hereafter termed "restrictions," are jointly and severally for the benefit of all persons who may purchase, hold or reside upon any of the lots covered by this instrument; and,

WHEREAS, First Party, by deed simultaneously herewith, has conveyed to the Trustees herein designated, and has established as common land the property designated on the plat of SANCTA MARIA ESTATES Plat 2.

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 thereafter derive title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots and parcels of land in SANCTA MARIA ESTATES, all as described herein as follows:

I

DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as all the plats of SANCTA MARIA ESTATES constituting the Planned Environment Unit may be vacated by the County of St. Louis, Missouri, or its successors, after which period of time fee simple title to the common land of SANCTA MARIA ESTATES shall vest in the then record owners of all lots and parcels in SANCTA MARIA ESTATES, as joint tenants. The rights of said joint tenants shall only be appurtenant to and in conjunction with their ownership of lots and parcels in said recorded plats, and any conveyance or change of ownership of any lot or lots or parcels in said

subdivision shall carry with it ownership in common property so that none of the owners of lots or parcels in said recorded plats 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 is incident to the ownership of a regularly platted lot or parcel, and any sale of any lot or parcel in said recorded plats 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 authority conferred upon the Trustees of said recorded plats shall continue to be possessed by said Trustess.

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 it for 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 SANCTA MARIA ESTATES.

III

DESIGNATION AND SELCTION OF TRUSTEES

AND MEETINGS OF LOT OWNERS

The Trustees shall be EDWARD A. ROLWES, LAWRENCE E. ROLWES, and WILLIAM SHOOP, designated herein as Trustees, who, by their signatures to this Instrument, do hereby consent to serve in such capacity until their successors are elected as hereinafter provided. Should an original Trustee resign (except pursuant to the provisions hereinafter contained), refuse to act, become disabled, or die, First Party shall have the power to appoint a successor or successors for the unexpired portions of their terms by duly written, recorded Instrument.

At such time as fifty per cent (50%) of the total lots in

all of the various Plats of SANCTA MARIA ESTATES have been sold, First Party shall cause the resignation of one (1) of the original Trustees, and a new Trustee shall be chosen by the then lot owners, who shall serve until such time as ninety-five per cent (95%) of the total lots in all of the various Plats of SANCTA MARIA ESTATES have been sold, when First Party shall cause the resignation of all of the Trustees then serving hereunder, whether original Trustees or elected as hereinabove provided, and the then lot owners shall select three (3) Trustees to serve for one (1), two (2) and three (3) years respectively, in order to obtain continuity of trusteeship. Thereafter, all Trustees shall be elected for terms of three (3) years each. All such elections shall be by lot and parcel owners, upon notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) such lot or parcel owners, sent by mail to or personally served upon all record lot owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and place of meeting which shall be in St. Louis County. At such meeting or at 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, who shall thereupon serve until their successors have been duly appointed or elected and qualified." At such meeting, each lot owner, whether attending in person or by proxy, shall be entitled to one (1) vote for each full lot owned by him. The result of such election shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. A majority of the lot owners shall constitute a quorum for the purpose of electing Trustees or for

the purpose of any other business coming before a meeting. Any Trustee elected under the provisions of this section shall be a lot or parcel owner in SANCTA MARIA ESTATES, or officer or agent of a corporate owner, and if such lot or parcel owner sells his or her lot or parcel or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint a lot or parcel owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successor may upon the petition of any concerned resident or property owner of SANCTA MARIA ESTATES appoint one or more Trustees to fill vacancies until such time as Trustees are selected in accordance with this instrument. Any person so appointed who is not a resident or property owner within SANCTA MARIA ESTATES shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the property in SANCTA MARIA ESTATES and which shall not be subject to any limitations on special assessments contained in this instrument or elsewhere.

IV TRUSTEES' DUTIES AND POWERS

First Party hereby invests Trustees and their successors with the rights, powers and authorities described in this Instrument, and with the following rights, powers and authorities:

1. To acquire and hold the common land conveyed to Trustees by separate instrument of even date herewith, which said common land is set forth and shown on the plat of SANCTA MARIA ESTATES Plat 1, or any common land in future recorded plats of SANCTA MARIA ESTATES conveyed to the Trustees of SANCTA MARIA ESTATES all in accordance with and pursuant to the aforesaid Ordinance of the St. Louis County Council and in accordance with and subject to the provisions of this instrument, and to deal with any common land so acquired under the provisions hereinafter set forth.

2. To exercise such control over the easements, streets and roads, sidewalks, (except for those easements, streets and roads, sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, park areas, lakes, (cul-de-sac islands, medians, entrance markers), shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be

shown on the various recorded plats of SANCTA MARIA ESTATES, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., 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, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in any recorded plat of SANCTA MARIA ESTATES.

3. To exercise control over the common land and easements for the sole and exclusive use, enjoyment, and benefit of residents of SANCTA MARIA ESTATES shown on said recorded plats and pay real estate taxes and assessments on said common land out of the general assessment herein provided; to maintain and improve same with 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, morals, recreations, entertainment, education, and general use of the owners of lots in SANCTA MARIA ESTATES, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations, the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots in SANCTA MARIA ESTATES and according to the discretion of the Trustees.

4. To dedicate to public use any private streets constructed or to be constructed in SANCTA MARIA ESTATES whenever such dedication would be accepted by a public agency, in the event that the recorded plat does not provide for public use and maintenance.

5. To grant easements for public streets, sewers and utilities on and over the common land hereinafter described.

6. To prevent, 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 governing 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 own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

7. To clean up rubbish and debris and remove grass and weeds from and to 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, their agents or employees shall not be deemed guilty or liable for any matters of trespass or any other act for any such injury, abatement, removal or planting.

8. To 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 alterations 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 said lots unless there shall be first had 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, swimming pools or tennis courts, accessory buildings 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.

9. To acquire a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis courts, 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.

10. To establish rules and regulations for the operation of recreational facilities and swimming pool, if the same are provided in common areas, and employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for such guests.

11. To purchase and maintain in force liability insurance protecting the Trustees and lot owners from any and all claims for personal injuries and property damage arising from use of common areas and facilities.

12. 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, and to defend suits brought against them individually or collectively in their capacity as Trustees.

13. In the event it shall become necessary for any public agency to acquire all or any part of the common land for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said common land.

V

ASSESSMENTS

The Trustees and their successors in office (the "Trustees"), are hereby authorized, empowered and granted the right to make assessments upon and against lots in SANCTA MARIA ESTATES 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) The Trustees are authorized to make uniform annual assessments in an amount not to exceed One Hundred and 00/100 Dollars (\$100.00) per lot upon and against each lot in SANCTA MARIA ESTATES, upon which a residence has been constructed and sold either by First Party or by any other builder, 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 land, utilities, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, to perform or execute powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents of SANCTA MARIA ESTATES. Each annual assessment shall be levied prior to December 31st in the year prior to the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the residence against which it applies by said December 31st. Each annual assessment shall be due on March 1st following and shall become delinquent if not paid by April 1st.

(b) In addition to the foregoing authority to make a uniform annual assessment for the purpose of carrying out their general duties and powers, should a recreation facility and/or a swimming pool be located in the subdivision, the Trustees shall levy a uniform annual assessment against each completed single family residence for maintenance and operation of such recreational facility and/or swimming pool, PROVIDED, HOWEVER, that no such assessment shall be levied until the facility and/or pool have been completed and no part of such assessment shall be expended

in payment for the original construction. The Trustees are further authorized to obtain additional funds through dues to be paid by those residents of SANCTA MARIA ESTATES who elect to use the facility and/or pool.

(c) In addition to the foregoing authority given in subparagraphs (a) and (b) the Trustees are authorized to make separate uniform annual assessments upon and against each lot in SANCTA MARIA ESTATES, upon which a residence has been constructed and sold either by first party or by any other builder, for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within SANCTA MARIA ESTATES. Provided however, the separate power granted to the Trustees by this subparagraph (c) shall expire with the calendar year following the acceptance of any such storm water facilities for maintenance by the St. Louis Metropolitan Sewer District or another appropriate governmental body or public utility. The assessment under this subparagraph (c) shall be assessed and collected in the same manner as the assessments under subparagraph (a).

(d) 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 then owners of residences. If such assessment is approved, either at a meeting of the owners of residences called by the Trustees, by fifty-five percent (55%) of the votes cast in person and by proxy, or on written consent of fifty-five percent (55%) of the total votes, the Trustees shall notify all owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required fifty-five percent (55%) majority, each owner of a single-family residence shall be entitled to one (1) full vote, except, that only those who have paid all assessments theretofore made, shall be entitled to vote on any question. 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 provisions of this paragraph. Notice of such special assessment shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

(e) Should a residence become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such residence shall be charged with a portion of the assessment prorated for the balance of that year.

2. All assessments shall bear interest at the rate of twelve per cent (12%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the property against which it is assessed until the amount, together with the 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 Recorder's Office of St. Louis 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 estate, 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.

3. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

4. The Trustees are authorized and empowered to procure such insurance, including, but not limited to, public liability.

and property damage, as they may deem necessary and proper.

5. 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, including but not limited to street lights and for such purposes shall not be limited to the maximum assessment provided for herein.

VI

INDENTURE OF RESTRICTIONS

First Party being the owner of the real estate described in Exhibit "A" attached hereto, being all the property included in the Final Development Plan of said SANCTA MARIA ESTATES, by this Indenture does impose upon all lots and common land now or hereafter approved, platted and recorded in SANCTA MARIA ESTATES the following restrictions and conditions, to-wit:

1. Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for continuing successive terms of ten (10) years, each, unless an instrument, signed by the then owners of a majority of the lots shown on the then recorded plats of SANCTA MARIA ESTATES has been recorded, agreeing to change these covenants in whole or in part. Any amendments so adopted prior to the completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri. PROVIDED, HOWEVER, the restrictions set forth in Paragraph VI, 16. hereof shall not be subject to amendment and shall be so binding for at least the period established by Paragraph I hereof for the duration of the Indenture of Trust.

2. Land Use and Building Type: All lots in SANCTA MARIA ESTATES shall be used for single family residential purposes, and no building shall be erected, placed, altered or permitted to remain on any of said lots other than single-family residences not to exceed two stories in height.

3. Placement of Improvements: No residence shall be erected nearer the front lot line shown on the recorded plat, nor nearer than six (6) feet (or such other distance as may be specified on a recorded Plat) to any side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, except that no portion of any building, including its eaves, steps or porches shall encroach upon an adjoining lot.

4. Business Uses: No residence shall be used directly or indirectly for business of any character other than home occupation as defined in the zoning ordinance of St. Louis County, Missouri.

5. 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 alteration of any building, fence, wall or other structure of any kind, as well as plans and/or specifications for the location of the structure or structures on the properties and the grading and landscaping treatment. No work shall be started upon any of the above improvements until the plans and/or specifications for same 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 alteration therein as planned on the outlook from adjacent or neighboring property, and any and all other factors which in their opinion may affect the desirability and suitability of the subdivision as a residential area. The Trustees shall either approve or reject said plans and/or specifications within thirty (30) days after receipt thereof, and if the Trustees fail to act within said time, the plans and/or specifications shall be considered as approved.

6. Outbuildings, Residences: No trailer, tent, shack,

barn or other outbuilding shall be permitted in the subdivision, nor shall any basement or garage in the subdivision be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

8. Signs: No signs shall be erected or displayed in public view on any lot or parcel except that one (1) professional sign of not more than one (1) foot square, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by first party to advertise the property during the construction and sales period.

9. Livestock and Poultry: No animals, livestock or poultry shall be raised, bred or kept on any lot or portion of the property, except that, household pets, limited in numbers, may be kept provided they are not maintained for any commercial purposes.

10. Dumping Ground: No lot or parcel or portion of the property shall be used or maintained as a dumping ground for rubbish. 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.

11. Vehicle Storage: Boats, trailers and/or recreational type vehicles may not be stored outside of a garage without approval of the Trustees. Request for permission for such exterior storage shall be made in writing to the Trustees, and

shall include details as to the method by which such equipment will be screened from view of other owners. In the event the Trustees fail to approve or disapprove said request within thirty (30) days of submission, approval will not be required, and this restriction shall be deemed to have been fully complied with.

12. Nuisance: No noxious or offensive activity shall be carried on on any lot or parcel or portion of the property, nor shall anything be done thereon which may be or become a nuisance or annoyance.

13. Drilling, Mining: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Fences: No fences or screening shall be erected or maintained on any lot between the building set-back lines and the street upon which that lot fronts. Fences may be maintained on other portions of lots only with written consent of the Trustees as to locations, materials used and height of fence. The decision of the Trustees shall be conclusive. This provision shall not prevent placement of fences on common ground by the Trustees.

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

16. County Approval: No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of the County of St. Louis, Missouri.

17. Enforcement: Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or

persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages therefor together with reasonable attorney's fees and court costs.

VII

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture of Trust and Restrictions for SANCTA MARIA ESTATES:

1. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least two (2) of said Trustees. No Trustee shall be held personally responsible for his wrongful acts, and no Trustees shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. Neither the Trustees nor Successor Trustee shall be entitled to any compensation or fee for services performed pursuant to this covenant.
2. The Trustees named hereunder shall be the Trustees of this subdivision and are authorized and empowered to cooperate and contract with Trustees 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.
3. All future owners of the lots and parcels in SANCTA MARIA ESTATES hereby authorize and appoint First Party to act as their agent and representative, to sign on their behalf any and all preliminary development plans and final development plans upon which St. Louis County and its agencies may require execution by owners of a lot or parcel in SANCTA MARIA ESTATES. The provisions herein may be amended, modified or changed from time to time by First Party by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment, modification or change so adopted prior to completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri. Thereafter, the provisions herein may be amended, modified or changed by the written consent of two-thirds (2/3rds) of all the owners of lots

or parcels with SANCTA MARIA ESTATES, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri. No amendment, modification or change shall reduce or modify the obligations or right granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees.

4. All covenants and agreements herein are expressly declared to be independent and not inter-dependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect to 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.

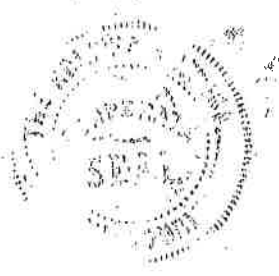
5. The rights, powers and obligations granted to first party may be assigned or transferred by first party to any other person or entity to whom first party sells, transfers or assigns some of the lots in SANCTA MARIA ESTATES.

6. Whenever the terms "First Party" or "Builder" are used in this instrument, they shall be deemed to include any Builder or Developer who shall purchase substantially all of the vacant lots in any of the plats of SANCTA MARIA ESTATES for the purposes of building single family dwellings thereon for sale to third parties.

IN WITNESS WHEREOF, First Party has executed this Indenture this 16th day of February, 1984.

THE ROLWES CO., INC.

BY Edward A Rolwes
Edward A Rolwes, President
x Edward A Rolwes
EDWARD A. ROLWES



Missouri Notary Public
Lawrence E. Rolwes
LAWRENCE E. ROLWES
County of St. Louis
WILLIAM SHOOP

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 16th day of February, 1984 before me appeared Edward A. Rolwes, to me personally known, who, being by me duly sworn, did say that he is the President of THE ROLWES CO., INC, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Edward A. Rolwes 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.

Virginia Titus
Notary Public Virginia Titus

My Commission Expires: June 14, 1985



STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 16th day of February, 1984 before me personally appeared and EDWARD A. ROLWES, LAWRENCE E. ROLWES and WILLIAM SHOOP, to me known to be the persons described in and who executed the foregoing instrument as Trustees, and acknowledged that they executed the same as their free act and deed.

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.

Virginia Titus
Notary Public
Virginia Titus

My Commission Expires:
June 14, 1985



Notation

SECOND AMENDMENT
TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR
SANCTA MARIA, ST. LOUIS COUNTY, MISSOURI

200
[Signature]

THIS Second Amendment to Indenture made and entered into this 14 day of March, 1985, by and between THE ROLWES CO., INC., a Missouri corporation, "First Party", and EDWARD A. ROLWES, LAWRENCE E. ROLWES and WILLIAM SHOOP, all of St. Louis County, Missouri, "Trustees".

WITNESSETH, THAT:

WHEREAS, on or about the 4 day of November, 1983, an instrument entitled "Indenture of Trust and Restrictions for Sancta Maria, St. Louis County, Missouri", the "Original Indenture", was recorded at Book 7554, Page 864, of the St. Louis County, Missouri Recorder's Office; and

WHEREAS, on or about the 16 day of February, 1984, the Original Indenture was amended in its entirety by an instrument entitled "Amendment to Indenture of Trust and Restrictions for Sancta Maria, St. Louis County, Missouri", the "Amended Indentures" recorded at Book 7596, Page 1918, of the St. Louis County, Missouri Recorder's Office; and

WHEREAS, First Party desires to further amend, modify or change the Amended Indenture.

NOW, THEREFORE, pursuant to the powers granted to First Party by Article VII, Subparagraph 3., of the Amended Indenture, First Party hereby takes the following action:

Article V, Subparagraph 1.(a) of the Amended Indenture is hereby further amended, modified and changed in its entirety and in lieu of said Subparagraph, the following language is adopted:

1. (a) The Trustees are authorized to make uniform annual assessments in an amount not to exceed One Hundred and 00/100 Dollars (\$100.00) per lot upon and against each lot in SANCTA MARIA, upon which a residence has been constructed and sold either by First Party or by any other builder, 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

DEPARTMENT OF
COUNTY OF ST. LOUIS
FILED FOR RECORD

defend and enforce restrictions, adequately to maintain streets, if required, common land, utilities, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, to perform or execute powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents of SANCTA MARIA. Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the residence against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting and shall become delinquent if not paid within thirty (30) days following such due date.

(b) The provision of the said Article V, Subsection 1.(a) as amended shall apply and be applicable to all annual assessments for 1985 and thereafter.

(c) Except as amended, modified or changed by this Second Amendment, the Amended Indenture shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of this 14 day of March, 1985.



THE ROLWES CO., INC.

By: Edward A. Rolwes
Edward A. Rolwes
President
"First Party"

Edward A. Rolwes
Edward A. Rolwes
Lawrence E. Rolwes
Lawrence E. Rolwes
William Shoop
William Shoop
"Trustees"

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

On this 14 day of March, 1985, before me appeared EDWARD A. ROLWES, to me personally known, who, being by me duly sworn, did say that he is the President of THE ROLWES CO., INC., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said EDWARD A. ROLWES 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.

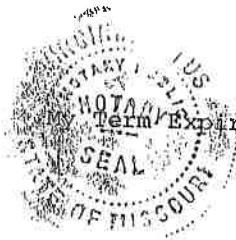


Virginia Titus
Notary Public
Virginia Titus

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

On this 14 day of March, 1985, before me personally appeared EDWARD A. ROLWES, LAWRENCE E. ROLWES and WILLIAM SHOOP, to me known to be the persons described in and who executed the foregoing instrument as Trustees, and acknowledged that they executed the same as their free act and deed.

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.



Virginia Titus
Notary Public
Virginia Titus

Reviewed and approved as of this 21ST day of MARCH, 1985.

DIRECTOR OF PLANNING
ST. LOUIS COUNTY, MISSOURI

By: Donald E. Clark
DONALD E. CLARK



* 2 0 2 0 0 1 3 1 0 0 0 8 1 *

**GERALD E SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105**

TYPE OF
INSTRUMENT
AMDT

GRANTOR
SANCTA MARIE ESTATES

TO

GRANTEE

PROPERTY
DESCRIPTION:

SANCTA MARIA ESTATES

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)

SS.

COUNTY OF ST. LOUIS)

Document Number
00081

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 7 pages, (this page inclusive), was filed for record in my office on the 31 day of January 2020 at 08:24AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

PMC
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

JOHN M BURKE
1820 CHARITY COURT
FENTON, MO 63026

Destination code: VC M

RECORDING FEE 39.00
(Paid at the time of Recording)

(THE SPACE ABOVE IS RESERVED FOR RECORDING INFORMATION)

Title of Document: Fourth Amendment to Indenture of Trust and Restrictions for
Sancta Maria Estates
(Cover Page Only)

Date of Document: January 30, 2020

Grantor: Sancta Maria Estates
In care of:
John Burke, Leslie Kluge, and Jackie Noel
Trustees for Sancta Maria Estates

Address: PO Box 1324
Fenton, MO 63026

Legal Description: Document does not have legal description.

Reference Numbers: Book 7554, Page 864; Book 7596, Page 1918;
Book 7733, Page 574; Book 8770, Page 1187

FOURTH AMENDMENT TO
INDENTURE OF TRUST AND RESTRICTIONS FOR
SANCTA MARIA ESTATES

THIS AMENDMENT to Indenture, made and entered into this 30th day of January, 2020, by, between, and among the members of the Sancta Maria Estates Homeowners' Association ("HOA"), is an amendment to that Original Indenture, dated November 4, 1983, recorded in Book 7554, Page 864 of the St. Louis County, Missouri Recorder's Office, that First Amendment, dated February 16, 1984, recorded in Book 7596, Page 1918, that Second Amendment, dated March 23, 1985, recorded in Book 7733, Page 574, and that Third Amendment, dated May 25, 1990, recorded in Book 8770, Page 1187. Said documents (collectively "Indenture"), by affirmative consent of at least 2/3 of the homeowners in the HOA, are hereby amended as follows:

1. By deleting Article V, Paragraph 1(a) and inserting the following in lieu thereof:
 1. (a) The Trustees are authorized to make uniform annual assessments in an amount of Two Hundred and 00/100 Dollars (\$200.00) per lot upon and against each lot in SANCTA MARIA, upon which a residence has been constructed and sold, 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 land, utilities, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, to perform or execute powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents of SANCTA MARIA. Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the residence against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting and shall become delinquent if not paid within thirty (30) days following such due date.
2. By adding a subparagraph (f) to Article V, Paragraph 1 as follows:
 - (f) The provision of the said Article V, Subsection 1.(a) as amended shall apply and be applicable to all annual assessments for 2020 and thereafter.
3. By adding a subparagraph (g) to Article V, Paragraph 1 as follows:
 - (g) The uniform annual assessment amount stated in Article V, Subsection 1. (a) shall not be a permanent limit. Upon notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) lot or parcel owners, sent by mail to or personally served upon all record lot owners at least ten (10) days in advance, a meeting may be held for the purpose of increasing or decreasing the annual assessment amount. The said notice shall specify the time and place of meeting which shall be in St. Louis County. At such meeting or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to determine any such change to the annual assessment amount. At such meeting, the vote shall be carried out in the same manner and on the same terms as the vote for election of trustees described in Article III of the Indenture.

Except as amended herein, all of the terms and conditions of the Indenture shall remain in full force and effect and unchanged. This Amendment may be signed in multiple counterparts, each one of which shall be an original, but all of which together shall constitute this Amendment.

[Signatures follow next pages.]

**FOURTH AMENDMENT TO
INDENTURE OF TRUST AND RESTRICTIONS FOR
SANCTA MARIA ESTATES**

THIS AMENDMENT to Indenture, made and entered into this 30th day of January, 2020, by, between, and among the members of the Sancta Maria Estates Homeowners' Association ("HOA"), is an amendment to that Original Indenture, dated November 4, 1983, recorded in Book 7554, Page 864 of the St. Louis County, Missouri Recorder's Office, that First Amendment, dated February 16, 1984, recorded in Book 7596, Page 1918, that Second Amendment, dated March 23, 1985, recorded in Book 7733, Page 574, and that Third Amendment, dated May 25, 1990, recorded in Book 8770, Page 1187. Said documents (collectively "Indenture"), by affirmative consent of at least 2/3 of the homeowners in the HOA, are hereby amended as follows:

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 - (f) The provision of the said Article V, Subsection 1.(a) as amended shall apply and be applicable to all annual assessments for 2020 and thereafter.

3. By adding a subparagraph (g) to Article V, Paragraph 1 as follows:
 - (g) The uniform annual assessment amount stated in Article V, Subsection 1. (a) shall not be a permanent limit. Upon notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) lot or parcel owners, sent by mail to or personally served upon all record lot owners at least ten (10) days in advance, a meeting may be held for the purpose of increasing or decreasing the annual assessment amount. The said notice shall specify the time and place of meeting which shall be in St. Louis County. At such meeting or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to determine any such change to the annual assessment amount. At such meeting, the vote shall be carried out in the same manner and on the same terms as the vote for election of trustees described in Article III of the Indenture.

Except as amended herein, all of the terms and conditions of the Indenture shall remain in full force and effect and unchanged. This Amendment may be signed in multiple counterparts, each one of which shall be an original, but all of which together shall constitute this Amendment.

[Signatures follow next pages.]

**FOURTH AMENDMENT TO
INDENTURE OF TRUST AND RESTRICTIONS FOR
SANCTA MARIA ESTATES**

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the day and year first written above.

Print Name: _____

Owner of: _____
Print Address

[Signatures follow next pages.]

IN WITNESS WHEREOF, the Trustees of Sancta Maria Estates hereby execute this Fourth Amendment as of the day and year first written above, on behalf of and upon written consent of greater than two-thirds of all the owners of lots or parcels with Sancta Maria Estates. Record of such written consent shall be maintained by the Trustees,

John Burke
John Burke, Trustee
Leslie Kluge
Leslie Kluge, Trustee
Jackie Noel
Jackie Noel, Trustee

BEING ALL THE TRUSTEES OF
SANCTA-MARIA ESTATES

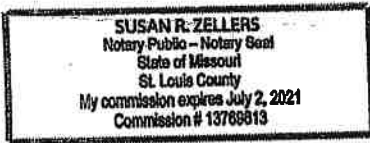
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss

On this 30th day of January 2020, before me, a Notary Public, in and for said state, personally appeared JOHN BURKE, one of three Trustees of Sancta Maria Estates, known to me to be the person who executed the foregoing Fourth Amendment to Indenture of Trust and Restrictions for Sancta Maria Estates and acknowledged to me that it was executed for the purposes and by the authority therein stated.

Witness my hand and official seal.

Susan R. Zellers
Notary Public

My Commission expires: July 2, 2021



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

On this 30th day of January, 2020, before me, a Notary Public, in and for said state, personally appeared LESLIE KLUGE, one of three Trustees of Sancta Maria Estates, known to me to be the person who executed the foregoing Fourth Amendment to Indenture of Trust and Restrictions for Sancta Maria Estates and acknowledged to me that it was executed for the purposes and by the authority therein stated.

Witness my hand and official seal.

Susan R. Zellers
Notary Public

My Commission expires:



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

On this 30th day of January, 2020, before me, a Notary Public, in and for said state, personally appeared JACKIE NOEL, one of three Trustees of Sancta Maria Estates, known to me to be the person who executed the foregoing Fourth Amendment to Indenture of Trust and Restrictions for Sancta Maria Estates and acknowledged to me that it was executed for the purposes and by the authority therein stated.

Witness my hand and official seal.

Susan R. Zellers
Notary Public

My Commission expires: July 2, 2021

