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INDENTURE OF THE RESTRICTIONS OF THE VILLAGE OF GREEN TRAILS

This Indenture is made and entered into between Forest Ridge Land Corp., (a Missouri corporation), Western Ladue Development Corp., (a Missouri corporation), Green Trails Management Corp., (a Missouri corporation), and Ben Goldberg and Jeanette Goldberg, his wife, Alex F. Weber, a single person, and St. Louis County National Bank, Trustee under Living Trust for Emma E. Tomschin, sometimes hereinafter called "Owners", and Joseph A. Helman, Frank Raisher, Thomas C. Shaw, Mark Adolphus, Gideon H. Schiller and Harold Kessler, sometimes hereinafter called "Park Trustees", pursuant to the following recitals and on the terms and conditions and for the considerations as hereinafter set forth.

WHEREAS, the Owners are the title holders of record of that entire parcel of real estate situated in the County of St. Louis, State of Missouri, the full out boundary description of which is attached hereto as Exhibit "A", and incorporated herein by reference, which foregoing parcel is sometimes hereinafter called "The Village of Green Trails" or "The Village", and

WHEREAS, the Ownership of the several tracts comprising the Village is vested in the Owners as set forth in a schedule hereunto attached as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Owners have caused Metron Inc. to design a Master Plan for the development of The Village in accordance with the program of the Owners, and

WHEREAS, the County Council of St. Louis County, Missouri, by its Order dated August 6, 1964, and entitled, "In the matter of the Petition of Mark Adolphus and Thomas C. Shaw for the approval of development of The Village of Green Trails Subdivision

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State Of Missouri }
County Of St. Louis }
FILED FOR RECORD

124 FEB 9 1965 P
At 12:00 o'clock M

John L. Kool
Recorder of Deeds

BOOK 5599 PAGE 1

(SFL 31617)

Qty 48192

(TIC C-33323)

Qty 53838

GT 99877

CRW

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CC

C.C.D.

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See Easement Agmt 1 *Dec 8, 1970* 6490
See Assessment 1 *Feb 5, 1971* 6498

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BOOK 5599 PAGE 2

under the Density Development Procedure of a parcel of land containing 839.11 acres", approved and authorized the preliminary plat of The Village of Green Trails Subdivision for the development of the ground described therein in conformance with the provisions of the Density Development Procedure Ordinance Section 1003.285 SLCRO, and

WHEREAS, the Owners are agreed to subject their individual properties which comprise The Village to the terms of this Indenture in order to fulfill and accomplish the purposes of the aforesaid Order and Master Plan, as the same is now in force and effect or may hereafter be amended; and

WHEREAS, "Common Lands" for park and recreational purposes have been reserved in the aforesaid Master Plan comprising the Village which Common Lands are to be precisely indicated on the several subsequent subdivision plats (of the parcel described in Exhibit "A") and which plats are to be recorded from time to time in the Office of Recorder of Deeds of St. Louis County after such plats are submitted and approved by the St. Louis County Council in accordance with the applicable statutes and ordinances; and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of the Village, common land and certain easements which are for the exclusive use and benefit of the Owners of the lots 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 constructing, 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 shown and to be shown on said plats of said above described tract; and

WHEREAS, it is the purpose of this Indenture to provide a plan for acquiring and maintaining the Common Lands for the benefit and behoof of the Owners, their successors, and the subsequent owners being principally the purchasers of lots and areas in subdivisions and tracts hereafter established in the Village so that the Common Lands will be a desirable feature of the Village.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid by the Park Trustees to the Owners, the receipt and sufficiency of these considerations are hereby acknowledged, the Owners do hereby covenant with the Park Trustees that the above described tracts of The Village are hereby subject to the following covenants and restrictions which will be administered by the Park Trustees as follows:

SECTION I

AGREEMENT TO FILE DEEDS FOR COMMON LANDS

The Owners of the several tracts comprising the parcel described in Exhibit A constituting the Village jointly and severally covenant with each other as follows:

1. Each Owner does herewith agree that all open space, tree cover, recreational area, scenic vista or other authorized use of land whose acreage shall be utilized as "Common Land" in the determination of Common Land as provided in the Density Development Procedure Ordinance Section 1003.285 SLCRO and which is so designated as Common Land or a duly recorded subdivision plat of any of the area of Village shall be conveyed to Park Trustees (as the said Park Trustees are established in this Indenture) by Warranty Deed for a period of thirty years. Such Warranty

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BOOK 5599 PAGE 3

See Instrument filed	May 3, 1971	Book 6514	Page 1875
"	" May 3, 1971	" 6514	" 1877
"	" May 3, 1971	" 6514	" 1879
"	" May 3, 1971	" 6514	" 1881
"	" May 3, 1971	" 6514	" 1883
"	" May 5, 1971	" 6515	" 1764
"	" 3 Sept. 1975	" 6814	" 159

Deeds shall be filed simultaneously with a subdivision plat as the same is recorded.

2. The Warranty Deeds referred to in the preceding paragraph shall provide that upon the expiration of the thirty year period the fee simple title shall vest in the Owners, all of the lots in the Village as tenants in common but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of lots in the Village and any conveyance or change of ownership of any lot in the Village shall carry with it Ownership in Common Lands regardless of whether the instrument of conveyance specifically mentions such common lands. The Deed shall further specify that a tenant's undivided interest in Common Lands may not be transferred, reserved, separated or otherwise alienated by any tenant in common except in connection with the transfer of a lot in the Village.

SECTION II

AGREEMENT TO FILE SUBDIVISION PLATS, SUBDIVISION INDENTURES
AND OTHER INDENTURES ON PARCELS NOT REQUIRED TO BE PLATTED

The Owners of the several tracts comprising the parcel described in Exhibit A constituting The Village jointly and severally covenant with each other as follows:

1. Each subdivision in The Village shall be platted in accordance with all applicable ordinances, statutes, laws and regulations and each such plat shall be filed of record together with an accompanying Indenture of Deed Restrictions, which Indenture of Deed of Restrictions (sometimes hereinafter referred to as "Sub-Indenture") shall likewise be recorded at the time of the filing of the plat. On any parcel in The Village which will be developed without a plat required to be filed by law, the Owners covenant and agree that no construction shall be commenced until

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Deed Resignation and appointment of Successors Trustees
filed February 23, 1972 Book 6570 Page 236

an Indenture of Deed Restrictions (likewise sometimes hereinafter referred to as "Sub-Indenture") shall be recorded pertaining to such parcel.

2. Each Sub-Indenture shall provide for the establishment and maintenance of a Board of Trustees who shall be charged with the duty of enforcing all of the provisions of the said Indenture and the recorded plat (if any).

3. Each Sub-Indenture shall contain appropriate provisions for assessments of the property subject to the Sub-Indenture on a basis which shall reasonably provide for sufficient revenue to accomplish the purposes of the Sub-Indenture.

4. Each Sub-Indenture shall contain appropriate provisions for the Park Trustees to assess each lot in a subdivision not more than \$50.00 per improved residential lot and not more than \$10.00 per unimproved residential lot per annum; on multi-family lots the assessment shall be computed at not more than \$25.00 for each separate apartment authorized and built and not more than \$10.00 for each separate apartment authorized and not built (the term "apartment" as used herein shall mean a single dwelling unit per family); on lots which are zoned or developed commercial or institutional (including a bath and tennis club, if any), the assessment shall be not more than \$200.00 per lot; on "estate lots" (i.e. lots of 2 acres or more in size) the assessment shall be not more than \$50.00 per annum; on the estate lot area which is developed as a resort lodge (if any), the assessment shall not be more than \$400.00 per annum if built.

5. Each Sub-Indenture shall contain provisions that the restrictions specified in the Sub-Indenture shall constitute covenants running with the land.

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See instrument filed July 31-1974 Book 6745 Page 685

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6. All Sub-Indentures shall contain such other provisions as may be required elsewhere by other terms of this instrument and in addition thereto may contain such other provisions as the Owner of the Parcel in the Owner's discretion may reasonably require.

7. Nothing herein contained shall be construed to prohibit the replatting, resubdivision or rezoning of any tract provided the same is done with the then applicable laws, regulations and ordinances.

8. The Owners further covenant and agree that upon the filing of plats and Sub-Indentures as herein provided, that they shall dedicate to St. Louis County, Missouri, and its Successors, all streets and sidewalks, if any, upon the completion thereof (not including, however, pedestrian trails in Common Lands).

SECTION III

ESTABLISHMENT, MAINTENANCE AND POWERS OF THE BOARD OF PARK TRUSTEES

The Owners do hereby establish a Board of Park Trustees to administer, supervise and execute the provisions of this Indenture. The Owners acknowledge that for various reasons not all portions of the Village will be platted simultaneously and that it would neither be reasonable or desirable to have Owners appoint Park Trustees until or unless the Owner shall have filed a Warranty Deed conveying some portion of the realty owned by such Owner to the Park Trustees. Therefore, in accordance with the schedule set forth as Exhibit "B" a conveyance of a deed of Common Lands to the Park Trustees shall establish Park Trustees as follows:

- (a) A conveyance of Common Land by Forest Ridge Land Corporation or St. Louis County National Bank as Trustee for Emma E. Tomschin shall constitute Joseph A. Helman and Frank Raisher Park Trustees.

- (b) A conveyance of Common Land by Green Trails Management Corp. or Alex F. Weber shall constitute Thomas C. Shaw and Mark Adolphus as Park Trustees.
- (c) A conveyance of Common Land by Western Ladue Development Corp. shall constitute Thomas C. Shaw and Harold Kessler as Park Trustees.
- (d) A conveyance of Common Land by Ben Goldberg and Jeanette Goldberg, his wife, shall constitute Harold Kessler and Gideon Schiller as Park Trustees.

The Board of Park Trustees shall function, operate and be perpetuated as follows:

1. The Board of Park Trustees at its initial meeting shall designate one of their members as the Chairman and one of their members as the Secretary to serve until the first annual meeting. The Secretary shall record the minutes of each meeting of the Board and appropriately maintain the same in a minute book which shall be available for inspection by any Trustee.
2. The Board shall hold such meetings as are necessary in order to accomplish and fulfill the purposes of this Indenture. The Annual Meeting of the Board shall be held at 9:00 A.M. on the first Monday of May of each year, commencing with the year 1965. A new chairman and a new secretary may be elected at such annual meeting by majority vote. Special meetings of the Board may be called at any time by the Chairman on five (5) days written notice by certified mail to all the other members of the Board, designating the time of the said meetings. Any other member of the Board of Park Trustees may likewise call a special meeting of the Board upon five (5) days written notice by certified mail to all the other members of the Board (but shall not be privileged

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to call such a meeting more than once in any two month period). The Board shall adopt appropriate By-laws designating the customary place for its annual and special meetings and may change the place from time to time upon proper notice. A Trustee may furnish a written proxy to another Trustee which proxy shall run for a period of not more than sixty (60) days from date of execution, but such proxy shall automatically terminate at any meeting in which the Trustee executing such proxy shall appear in person.

3. The initial term of the Board of Park Trustees hereinabove established shall be for a period ending on May 31, 1979. If during the initial term hereof any of the Park Trustees shall die, resign or become so disabled so that they are unable to carry on their business, then such Trustee shall be replaced by the appointment of a Successor Trustee to fill the unexpired initial term. The Successor Trustee in the case of Thomas C. Shaw and Mark Adolphus shall be appointed by the survivor of them; the Successor Trustee in the case of Frank Raisher and Joseph A. Helman shall be appointed by the survivor of them; in the event of the death of Harold Kessler or Gideon H. Schiller, Fred Lipnik shall serve as the Successor Park Trustee for the unexpired term. In the event there is no specified survivor to appoint such specified Trustee, then the other Trustees may fill the vacancies by appointment, which appointment shall be duly recorded.

4. Prior to the expiration of the initial term there shall be an election in the manner hereinafter prescribed for a new Successor Board which shall serve for staggered terms of four (4) years for each member. In order to stagger the terms commencing June 1, 1979, the three nominees receiving the highest number of votes shall serve for four years and the three nominees receiving the next highest number shall serve for two years. Thereafter, an

election shall be held every two years for three members of the Board.

5. The title holder of any lot, parcel, or portion of the tracts in the Village may serve as a Park Trustee to fill any unexpired term or to serve on any subsequent Board. Nomination for such Trustees may be filed with the Secretary of the Board of Park Trustees at least sixty (60) days prior to an election and must bear the endorsement of at least five (5) other property owners in the Village. A stockholder in a corporation owning any land in the Village shall be deemed the same as an Owner for purposes of serving on the Board or endorsing a nomination.

6. The Secretary shall cause to be published not earlier than sixty (60) days nor later than ten (10) days a notice in a newspaper of general circulation in St. Louis County, Missouri, advertising the election for the Board of Park Trustees and designating in the said advertisement the time and the place for balloting. The Secretary shall furnish at such election appropriate ballots listing the nominated candidates. The Secretary may but shall not be obliged to mail out notices of the election to the voters. If through inadvertence an advertisement is not published the Board by resolution may extend its own term solely for the purpose of retaining its legal authority and ordering an advertisement to be published so that successors may be elected to succeed the members whose terms have expired.

7. At such election, the Owner of each residential lot shall be entitled to one vote. The Owners of all other parcels or portions of the tracts in the Village shall be entitled to one vote for each Ten Thousand Dollars (\$10,000) or fraction thereof of assessed valuation of such real estate. Owners of undivided interests shall only be entitled to the same number of votes as the Owners of the entire interest would otherwise be entitled to. Corporations may cast all their votes through their duly authorized attorneys-in-fact.

8. In the event that any member of the Board subsequent to the initial Board shall die, resign, become disabled or remove his permanent residence from the State of Missouri, then a vacancy shall be declared and the other members of the Board, by majority vote, may appoint a qualified Owner to fill such unexpired term.

9. A quorum for the initial Board of Park Trustees shall be two when the Board consist initially of two trustees; three when the Board consists initially of four trustees; five when the Board initially consists of six trustees. Upon the expiration of the terms of initial board a simple majority shall constitute a quorum. The decisions of the Board shall be made by the same number of votes required for a quorum i. e. two for the initial two man board, three for the initial four man board, five for the initial six man board and a simple majority for all successor boards commencing after the expiration of the initial term.

10. The Board of Park Trustees shall make assessments in accordance with the provisions hereof from time to time and shall give appropriate regular notice to each affected property owner, which notice shall be deemed sufficient if mailed to the same address as shown on the assessor's record of the St. Louis County Courthouse. In addition thereto, the Board of Park Trustees may record such notice of assessment and upon such recording the assessment shall become a lien upon the parcels assessed until the same are paid and will bear interest thereon at the rate of 8% per annum. In the event any assessment is not paid when due the Board of Park Trustees may employ counsel to collect the same and cost of collection including reasonable attorney's fees and court costs shall be borne by the delinquent property owner and constitute a lien on the said property.

11. The Owners and Park Trustees acknowledge that it will be necessary for funds to be furnished to the Park Trustees pending the full development and completion of The Village of Green Trails and the further funds to be furnished thereafter. The Owners authorize the Park Trustees to impose a charge not exceeding \$3.00 per acre per annum on all tracts and parcels in The Village of Green Trails prior to the filing of any plat of record on such lot or parcel or prior to the issuance of a building permit on a tract or parcel which is developed without recorded plats. On each Sub-Indenture being adopted with provision therein for assessments to be made by the Trustees pursuant to said Indenture, the rights under this paragraph of the Board of Park Trustees to assess such parcel or tract governed by this Indenture shall terminate and cease.

12. The Board of Park Trustees may incur such expenses as are reasonably necessary in order to fulfill and accomplish the purposes of this Indenture. In connection therewith, the Board of Park Trustees may employ gardeners, guards, stenographers, attorneys, auditors, and such other persons as in the opinion of the Board of Park Trustees may be reasonably necessary. The initial Board of Park Trustees shall receive no compensation for their services. The Successor Boards of Park Trustees may compensate themselves at the rate of \$20.00 per meeting for each member in attendance, but shall not receive compensation in excess of \$240.00 per annum for each Trustee. The Board of Park Trustees may purchase such equipment, supplies and insurance as they deem necessary and prudent and to expend sums for such taxes, if any, as may be imposed. The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank or Savings and Loan Association insured by a Federal Agency, 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 such 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 majority of the Trustees.

13. The Board of Park Trustees shall hold, maintain and keep in good order and repair the Common Lands when conveyances thereof are made to the Park Trustees.

14. The Board of Park Trustees may in its discretion build and maintain in Common Lands playgrounds, paths, stables and such recreational facilities as the Park Trustees in their discretion shall determine. The Board of Park Trustees shall have authority to enter into contracts for the construction, maintenance and concession for operating stables for equestrian use. The Board of Park Trustees are authorized to contract with Trustees of adjoining or nearby tracts for the mutual benefit of both, subject to the Ordinances of St. Louis County.

15. The Board of Park Trustees may from time to time make and amend such reasonable rules and regulations as they in their discretion may determine for the use of Common Lands (or portions thereof) and facilities owned by the Park Trustees. Such rules and regulations may limit the use of Common Lands (or portions thereof) to the Owners and Residents of the Village and their invited guests, and may in the discretion of the Park Trustees limit the use solely to bona fide Owners and Residents in the Village and exclude guests.

16. The Park Trustees shall have the power 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 Board of Trustees covering the use of the 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 Trustee is intended to be discretionary and not mandatory.

17. The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their wilful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary.

SECTION IV

MODIFICATION AND TERM OF THIS INDENTURE; SEVERABILITY

1. The provisions of this Indenture may be modified (except as such modification effects the title to the Common Lands) from time to time by a two-thirds vote of the Owners of the lots, parcels, and tracts in the Village of Green Trails, with voting to be cast in the same manner prescribed in the provision for election of Park Trustees, as set forth elsewhere in this instrument.

2. This Indenture may terminate thirty years after date of recording of this instrument if a two-thirds majority of the Owners of the lots, parcels and tracts entitled to vote (as elsewhere herein provided) shall, prior to the expiration of the term hereof, vote to terminate this Indenture. Thereafter, this Indenture may be terminated by a two-thirds majority vote of the Owners of the lots, parcels and tracts entitled to vote but such terminations shall not become effective for a period of five years from date of such vote. Until the termination of this Indenture, the Trustees shall have the power to exercise all the rights and authori-

ties and have all the duties and responsibilities with respect to the said "Common Land" as hereinbefore set forth, and particularly, the Trustees shall continue to collect for and make payment of the real estate taxes which may be levied on the "Common Land" by the County of St. Louis or other governmental body or agency.

3. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SECTION V

COVENANT RUNNING WITH THE LAND

This Indenture shall be deemed to be a covenant running with the land binding upon the successors, assigns, and transferees of the Owners.

IN WITNESS WHEREOF, the Owners and Park Trustees do herewith affix their hands and seals this 22 day of January,

1965



FOREST RIDGE LAND CORP., a Missouri corporation

By: Michael M. Levinson
President

ATTEST:

OWNER

Joseph R. Helman
Secretary

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

On this 22 day of Jan, 1965, before me appeared Michael M. Levinson to me personally known, who, being by me duly sworn, did say that he is the President of Forest Ridge Land Corporation, 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 Michael M. Levinson 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.

O. J. Bricker
Notary Public

My term expires:

March 2, 1967

WESTERN LADUE DEVELOPMENT CORP.,
a Missouri corporation

By: Thomas C. Shaw
President

OWNER

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

On this 22nd day of January, 1965, before me appeared Thomas C. Shaw to me personally known, who, being by me duly sworn, did say that he is the President of Western Ladue Development Corporation, 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 Thomas C. Shaw 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.

O. J. Bricker
Notary Public

My term expires:

March 2, 1967

GREEN TRAILS MANAGEMENT CORPORATION,
a Missouri corporation

By: Thomas C. Shaw
President

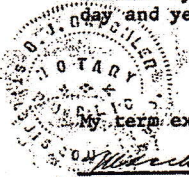
OWNER

ATTEST:
Marion Adolphus Asst.
Secretary

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

On this 22 day of Jan, 1965, before me appeared Thomas C. Flannery to me personally known, who, being by me duly sworn, did say that he is the President of Green Trails Management Corporation, 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 Thomas C. Flannery 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.



O. J. Bricker
Notary Public

My term expires:

March 2, 1967

By: Ben Goldberg
Ben Goldberg
OWNER

By: Jeanette Goldberg
Jeanette Goldberg
OWNER

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

On this 22 day of Jan, 1965 before me personally appeared Ben Goldberg and Jeanette Goldberg, his wife, to me known to be the persons described in and who executed the foregoing instrument, 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.



O. J. Bricker
Notary Public

My term expires:

March 2, 1967

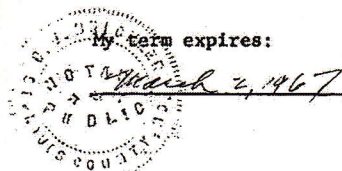
By: Alex F. Weber
ALEX F. WEBER
OWNER

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

On this 22 day of January, 1965, before me personally appeared Alex F. Weber, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

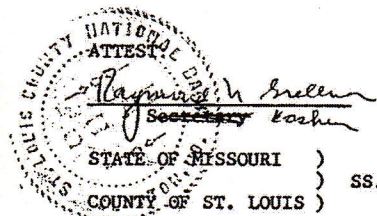
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

O. J. Linder
Notary Public



ST. LOUIS COUNTY NATIONAL BANK,
Trustee under Living Trust for
Emma E. Tomschin

By: Richard J. Kempf
OWNER

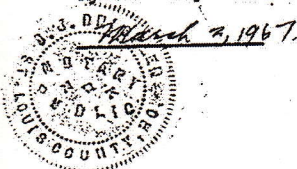


On this 27th day of JANUARY, 1965, before me appeared RICHARD J. KEMPF to me personally known, who, being by me duly sworn, did say that he is the TRUST OFFICER of St. Louis County National Bank, a National Bank Corporation, as Trustee under Living Trust for Emma E. Tomschin, a Corporation of the State 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 RICHARD J. KEMPF acknowledged said instrument to be the free act and deed of said corporation, as Trustee.

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.

O. J. Brichler
Notary Public

My term expires:



By: *Joseph A. Helman*
Joseph A. Helman

By: *Frank Raisher*
Frank Raisher

By: *Thomas C. Shaw*
Thomas C. Shaw

By: *Mark Adolphus*
Mark Adolphus

By: *Gideon H. Schiller*
Gideon H. Schiller

By: *Harold Kessler*
Harold Kessler

PARK TRUSTEES

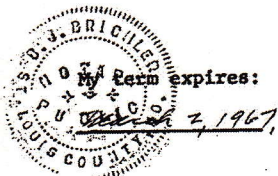
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

On this 22nd day of Jan., 1965, before me personally appeared Joseph A. Helman, Frank Raisher, Thomas C. Shaw, Mark Adolphus, Gideon H. Schiller and Harold Kessler, to me known to be the persons described in and who executed the foregoing instrument, 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.

O. J. Brichler
Notary Public

My term expires:



1/26/1965 JLN

GREEN TRAILS, entirety

EXHIBIT "A" TO INDENTURE OF THE RESTRICTIONS
OF THE VILLAGE OF GREEN TRAILS
CONSTITUTING THE OUTBOUNDARY DESCRIPTION OF THE VILLAGE

DESCRIPTION: A tract of land in U. S. Surveys 120, 121, 415, 1911, 206, 370, 366 & 109 and Fractional Section 12, in Township 45 North Range 4 East, and in U. S. Survey 207 in Township 45 North Range 4 East & in Township 45 North Range 5 East of the 5th Principal Meridian, the subject tract lying partly in Lots 2, 3, 4 & 5 of the PARTITION OF E. W. PAYNE'S ESTATE, according to the plat thereof recorded in Deed Book 95 page 297 of the St. Louis County Records, partly in Lots 4, 5 & 6 of the SUBDIVISION OF MOSS HUNTON'S LAND, according to the survey thereof recorded in Surveyor's Record Book 2 Page 21 and partly in Lots 3 & 4 of the portion of the Philip Morris Estate, as made in Case C #4627 of the St. Louis City Circuit Court, and the subject tract being more particularly described as:

Beginning at the easternmost corner of Lot 1 in said Philip Morris Estate, being a point in the southeastern line of said U. S. Survey 1911; thence along the northeastern line of said Philip Morris Estate North 44° 13' 29" West 1859.73 feet to the easternmost corner of Lot 3 of said Philip Morris Estate; thence along the southeastern line of Lot 3 of said Philip Morris Estate South 56° 39' West 2164.60 feet to the centerline of White Road; thence along said centerline North 32° 39' 42" West 630.57 feet; thence North 57° 20' 18" East 272.25 feet; thence North 32° 39' 42" West 160.00 feet; thence South 57° 20' 18" West 26.25 feet; thence North 22° 27' 42" West 405.17 feet; thence South 79° 12' 13" West 313.85 feet to the centerline of White Road; thence along said centerline North 3° 40' 56" West 686.48 feet to the Southeastern line of said U. S. Survey 121; thence along said southeastern line North 57° 04' 17" East 287.94 feet; thence North 33° 10' 26" West 627.98 feet to the southeastern line of Olive Street Road, 60 feet wide; thence along the line of Olive Street Road North 44° 15' 47" East 228.51 feet to a point of curvature; thence northeastwardly, along a curve to the right having a radius of 985.37 feet, a distance of 560.94 to a point of tangency; thence North 11° 38' 47" East 381.63 feet; thence, leaving the line of Olive Street Road, South 78° 20' 10" East 500.98 feet to the eastern line of said U. S. Survey 120; thence along said Survey line South 6° 44' 50" West 271.80 feet to the southernmost corner of said U. S. Survey 120, said corner being also a point in the northern line of said U. S. Survey 1911; thence along the

northern line of U.S. Survey 1911 South 82° 57' 07" East 3899.10 feet to the
 southwestern corner of Lot 4 of said SUBDIVISION OF E.W. PAYNE'S ESTATE;
 thence along the western

line of said Lot 4 North 6° 17' 10" East 1410.61 feet to a corner of said Lot 4;
 thence along the boundary of said Lot 4 South 83° 42' 50" East 529.92 feet to
 a corner of said Lot 4, in the line between said U.S. Surveys 206 & 207;
 thence along said Survey line North 6° 33' 18" East 197.84 feet to the northern
 line of said Lot 4; thence along the northern line of said Lots 4, 3 & 2
 South 83° 06' 58" East 2571.46 feet to the northeastern corner of said Lot 2;
 thence along the eastern line of said Lot 2 South 2° 53' 29" West 405.92 feet;
 thence North 81° 49' 19" West 960.54 feet; thence South 8° 10' 41" West 444.00
 feet; thence South 81° 49' 19" East 820.07 feet to the eastern line of said
 PAYNE'S ESTATE; thence along said eastern line South 2° 11' 01" West 1622.12
 feet to the northeastern corner of said PAYNE'S ESTATE; thence South 24° 00'
 55" East 1442.57 feet; thence North 73° 25' 04" East 656.23 feet to the
 western line of Woods Mill Road, 60 feet wide; thence along the line of Woods
 Mill Road South 26° 05' 56" West 949.49 feet; thence North 82° 42' 02" West
 73.77 feet; thence North 12° 14' 58" West 30 feet; thence North 30° 54' 04"
 West 225.0 feet, more or less, to the centerline of Creve Coeur Creek; thence

generally southwestwardly and upstream with the meanders of Creve Coeur Creek, along the western line of parcels conveyed to L.E.S. Drews and Amanda Ward by deeds recorded in Book 751 Page 371 and Book 79 Page 392, respectively, in the St. Louis County Records, to the southern line of said Amanda Ward parcel; thence, continuing along the centerline of Creve Coeur Creek, along the boundary of property conveyed to James Ward by deed recorded in Book 79 Page 393 (as shown on survey by Wm. Elbring, County Surveyor, dated August 2nd 1911 and recorded in Surveyors Record Book 10 Page 141 of the St. Louis County Records) westwardly, southwardly, eastwardly and southwardly to the western line of the southern portion of said James Ward property; thence, continuing along the centerline of Creve Coeur Creek, westwardly 500 feet, more or less; thence North 15° 43' 58" West 235.59 feet; thence South 84° 34' 02" West 140.58 feet; thence North 37° 27' 58" West 106.39 feet; thence North 76° 27' 58" West 179.19 feet; thence South 13° 46' 56" East

443.59 feet to the southern line of said U.S. Survey 109; thence along said Survey line South 82° 01' 00" East 170.0 feet, more or less, to the centerline of Creve Coeur Creek; thence generally southwestwardly and upstream with the meanders of Creve Coeur Creek to its intersection with the extension north-easterly of the southeastern line of said U.S. Survey 366; thence, along said extension and along the southeastern line of said Survey 366, South 58° 32' 00" West 480.0 feet, more or less, to the northernmost corner of U.S. Survey 366 in said Township; thence, continuing along the southeastern line of U.S.

Survey 366, South 58° 32' 00" West 690.0 feet, more or less, to the centerline of Creve Coeur Creek; thence northwardly and westwardly upstream with the meanders of Creve Coeur Creek to the mouth of a Spring Branch; thence northwardly and upstream with the meanders of said Spring Branch to the centerline of White Road; thence along the centerline of White Road North 8° 59' 54" West 42.04 feet; thence North 81° 00' 16" East 52.78 feet; thence North 55° 20' 29" East 1343.24 feet; thence North 11° 19' 22" East 143.82 feet; thence North 32° 41' 44" West 725.11 feet to the southeastern line of said U.S. Survey 370; thence along said southeastern line North 57° 18' 16" East 1216.77 feet; thence North 51° 01' 04" West 716.43 feet; thence South 57° 18' 16" West 353.28 feet; and thence North 44° 13' 29" West 1016.85 feet, back to the point of beginning.

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#2269

LADUE TRAILS, entirety

EXHIBIT "B" TO THE INDENTURE OF THE RESTRICTIONS
OF THE VILLAGE OF GREEN TRAILS
OUTBOUNDARY DESCRIPTION OF TRACT OWNED BY
FOREST RIDGE LAND CORPORATION
AND PORTION OWNED BY ST. LOUIS COUNTY NATIONAL BANK, TRUSTEE
UNDER LIVING TRUST FOR EMMA E. TOMSCHIN
KNOWN AS "LADUE TRAILS"

DESCRIPTION: A tract of land in U.S. Surveys 206, 207, 109 & 1911 in Township 45 North Range 4 East and Township 45 North Range 5 East of the 5th Principal Meridian, in St. Louis County, Missouri, the subject tract lying partly in Lots 2, 3, 4 & 5 of the PARTITION OF E.W. PAYNE'S ESTATE, according to the plat thereof recorded in Deed Book 95 Page 297 of the St. Louis County Records, the subject tract being those tracts conveyed to Robert J. Marni et al by deeds recorded in Book 4749 Page 560, in Book 4775 Page 31, and in Book 5289 Page 226, together with that tract conveyed to ST. LOUIS COUNTY NATIONAL BANK by deed recorded in Book 5449 Page 573, and together with those tracts conveyed to FOREST RIDGE LAND CORP. by deeds recorded in Book 5449 Page 563, as Daily Number 99 on ~~January~~ ^{FEB.} 9, 1965, and as Daily Number 101 on ~~January~~ ^{FEB.} 9, 1965, EXCEPTING THEREFROM that parcel conveyed to Alex F. Weber by deed recorded as Daily Number 100 on ~~January~~ ^{FEB.} 9, 1965, and ALSO EXCEPTING THEREFROM that parcel conveyed to Josephine C. Bookers by deed recorded as Daily Number 102 on ~~January~~ ^{FEB.} 9, 1965, and the subject tract being more particularly described as:

Beginning at the southwestern corner of said Lot 4; thence along the western line of said Lot 4 North 6° 17' 10" East 1410.62 feet to a corner of said Lot 4; thence along the boundary of said Lot 4 South 83° 42' 50" East 529.92 feet to a corner of said Lot 4, in the line between said U.S. Surveys 206 & 207; thence along said Survey line North 6° 33' 18" East 197.84 feet to the northern line of said Lot 4; thence along the northern line of said Lots 4, 3 & 2 South 83° 06' 58" East 2571.46 Feet to the northeastern corner of said Lot 2;

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LADUE TRAILS, entirety

#2265
P.2

thence along the eastern line of said Lot 2 South 2° 53' 29" West 405.92 feet;
 thence North 81° 49' 19" West 960.54 feet; thence South 8° 10' 41" West 444.00
 feet; thence South 81° 49' 19" East 828.07 feet to the eastern line of said
 PAYNE'S ESTATE; thence along said eastern line South 2° 11' 01" West 1622.12
 feet to the southeastern corner of said PAYNE'S ESTATE; thence South 24° 00'
 55" East 1442.57 feet; thence North 73° 25' 04" East 656.23 feet to the
 western line of Woods Mill Road, 60 feet wide; thence along the line of Woods
 Mill Road South 26° 05' 56" West 949.49 feet; thence North 82° 42' 02" West
 73.77 feet; thence North 12° 14' 58" West 30 feet; thence North 30° 54' 04"
 West 225.0 feet, more or less, to the centerline of Crave Coeur Creek; thence
 generally southwestwardly and upstream with the meanders of Crave Coeur Creek,
 along the western line of parcels conveyed to L.E.S. Drown and Amanda Ward
 by deeds recorded in Book 751 Page 371 and Book 79 Page 392, respectively,
 in the St. Louis County Records, to the southern line of said Amanda Ward
 parcel; thence, continuing along the centerline of Crave Coeur Creek, along
 the boundary of property conveyed to James Ward by deed recorded in Book 79
 Page 393 (as shown on survey by Wm. Elbring, County Surveyor, dated August 2nd
 1911 and recorded in Surveyors Record Book 10 Page 141 of the St. Louis County
 Records) westwardly, southwardly, eastwardly and southwardly to the western
 line of the southern portion of said James Ward property; thence, continuing
 along the centerline of Crave Coeur Creek, westwardly 500 feet, more or less;
 thence North 15° 43' 58" West 235.69 feet; thence South 84° 34' 02" West 140.98
 feet; thence North 37° 27' 58" West 106.39 feet; thence North 76° 27' 58" West
 179.19 feet; thence South 57° 16' 02" West 415.77 feet; thence North 13° 46'
 56" West 1295.10 feet to the southeastern line of U.S. Survey 370 in said
 Township 45 North Range 4 East; thence along said southeastern line of U.S.
 Survey 370 North 57° 16' 44" East 380.17 feet to the easternmost corner of said
 Survey 370; thence along the northeastern line of said U.S. Survey 370 North 32°
 23' 29" West 1605.18 feet to the northernmost corner of said U.S. Survey 370;

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#2265

LAQUE TRAILS, entirety P. 3

thence North $6^{\circ} 53' 32''$ East 1521.85 feet; thence North $47^{\circ} 23' 32''$ East 216.61 feet; thence North $42^{\circ} 36' 28''$ West 245.00 feet; thence South $47^{\circ} 23' 32''$ West 10.78 feet; thence North $42^{\circ} 36' 28''$ West 240.30 feet to the northern line of said U.S. Survey 1911; and thence along said northern line (being also the southern line of said Lot 4 of said PAYNE'S ESTATE) North $82^{\circ} 57' 07''$ West 279.57 feet, back to the point of beginning.

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JLN

#2220

TRAILS WEST, entirety

EXHIBIT "B" TO THE INDENTURE OF THE RESTRICTIONS
OF THE VILLAGE OF GREEN TRAILS
OUTBOUNDARY DESCRIPTION OF THE TRACT OWNED BY
GREEN TRAILS MANAGEMENT CORPORATION
AND ALEX F. WEBER
KNOWN AS "TRAILS WEST"

DESCRIPTION: A tract of land in U.S. Surveys 207, 1911, 120, 121 & 415 in Township 45 North Range 4 East of the 5th Principal Meridian, in St. Louis County, Missouri, lying in Lot 4 of the PARTITION OF E.W. PAYNE'S ESTATE, according to the plat thereof recorded in Deed Book 95 Page 297 of the St. Louis County Records, in Lots 4, 5 & 6 of the SUBDIVISION OF MOSS HUNTON'S LAND, according to the survey thereof recorded in Surveyor's Record Book 2 Page 21, and in Lots 3 & 4 of the partition of the Philip Morris Estate, as made in Case O #4627 of the St. Louis City Circuit Court, and being those tracts conveyed to GREEN TRAILS MANAGEMENT CORPORATION by deeds recorded in Book 5274 Page 522, in Book 5267 Page 74, in Book 5253 Page 622, and as Daily Number 100 on ~~JANUARY~~ ^{FEB.} 9, 1965, and conveyed to Alex F. Weber by deed recorded in Book 5512 Page 222, all in the St. Louis County Records, EXCEPTING THEREFROM parcels conveyed to FOREST RIDGE LAND CORP. by deed recorded as Daily Number 99 on ~~JANUARY~~ ^{FEB.} 9, 1965. In the St. Louis County Records, and the subject tract being more particularly described as:

Beginning at the easternmost corner of Lot 1 in said Philip Morris Estate, being a point in the southeastern line of said U.S. Survey 1911; thence along the northeastern line of said Philip Morris Estate North 44° 13' 29" West 1859.73 feet to the easternmost corner of Lot 3 of said Philip Morris Estate; thence along the southwestern line of Lot 3 of said Philip Morris Estate South 56° 54' 39" West 2164.60 feet to the centerline of White Road; thence along said centerline North 32° 39' 42" West 530.57 feet; thence North 57° 20' 18" East 277.25 feet; thence North 32° 39' 42" West 160.00 feet; thence South 57° 20' 18" West 26.25 feet; thence North 22° 27' 42" West 405.17 feet;

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TRAILS WEST, entirety P.2

thence South 73° 12' 13" West 313.85 feet to the centerline of White Road;
thence along said centerline North 3° 40' 56" West 686.48 feet to the south-
eastern line of said U.S. Survey 121; thence along said southeastern line
North 57° 04' 17" East 287.94 feet; thence North 33° 10' 26" West 627.98 feet
to the southeastern line of Olive Street Road, 60 feet wide; thence along
the line of Olive Street Road North 44° 15' 47" East 228.51 feet to a point
of curvature; thence northeasterly, along a curve to the right having a
radius of 985.37 feet, a distance of 560.94 to a point of tangency; thence
North 11° 38' 47" East 381.63 feet; thence, leaving the line of Olive Street
Road, South 78° 20' 10" East 500.98 feet to the eastern line of said U.S.
Survey 120; thence along said Survey line South 6° 44' 50" West 271.80 feet
to the southernmost corner of said U.S. Survey 120, said corner being also
a point in the northern line of said U.S. Survey 1911; thence along the
northern line of U.S. Survey 1911 South 82° 57' 07" East 4178.67 feet; thence
South 42° 36' 28" East 240.30 feet; thence North 47° 23' 32" East 10.78 feet;
thence South 42° 36' 28" East 245.00 feet; thence South 47° 23' 32" West 216.61
feet; thence South 6° 53' 32" West 1521.85 feet to the northernmost corner of
U.S. Survey 370 in said Township, said corner being an angle point in the
boundary of said U.S. Survey 1911; and thence along the southeastern line of
said U.S. Survey 1911 South 58° 13' 42" West 1355.11 feet, back to the point
of beginning.

EXHIBIT "B" TO THE INDENTURE OF THE RESTRICTIONS
OF THE VILLAGE OF GREEN TRAILS
OUTBOUNDARY DESCRIPTION OF THE TRACT OWNED BY
BEN GOLDBERG AND JEANETTE GOLDBERG, HIS WIFE,
KNOWN AS "SOUTH TRAILS"

DESCRIPTION: A tract of land in U. S. Survey 370, Township 45 North Range 4 East of the 5th Principal Meridian, in St. Louis County, Missouri, being part of tracts conveyed to Edward Alois Blank and wife by deed recorded in Book 2539 Page 33 and to Rhodes E. Cave and wife by deed recorded in Book 1437 Page 79, both of the St. Louis County Records; said tract being more particularly described as: Beginning at the northernmost corner of said U. S. Survey 370; thence along the northeastern line of said Survey South 32 degrees 23 minutes 29 seconds East 1605.18 feet to the easternmost corner of said Survey; thence along the southeastern line of said Survey South 57 degrees 18 minutes 16 seconds West 450.00 feet; thence North 61 degrees 01 minutes 04 seconds West 716.43 feet to the line dividing said Blank and Cave tracts; thence along said dividing line South 57 degrees 18 minutes 16 seconds West 353.28 feet; thence North 44 degrees 13 minutes 29 seconds West 1016.85 feet to the northwestern line of said U. S. Survey 370; and thence along said northwestern line North 58 degrees 13 minutes 42 seconds East 1355.11 feet; back to the point of beginning; containing 37.269 acres, more or less.

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DLN

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#2293

COURTNEY tract

EXHIBIT "B" TO THE INDENTURE OF THE RESTRICTIONS
OF THE VILLAGE OF GREEN TRAILS
OUTBOUNDARY DESCRIPTION OF THE TRACT OWNED BY
WESTERN LADUE DEVELOPMENT CORPORATION

DESCRIPTION: A tract of land in U.S. Surveys 109 & 366 and in Fractional Section 12, in Township 45 North Range 4 East of the 5th Principal Meridian, being part of that tract conveyed to William M. Bayer and Mary M. Bayer, his wife, by deed recorded in Book 1055 Page 90 of the St. Louis County Records, and being more particularly described as:

Beginning at a point in the southeastern line of U.S. Survey 370 in said Township, distant along said line South 57° 16' 44" West 380.17 feet from the easternmost corner of said Survey; thence South 13° 46' 56" East 1295.10 feet; thence North 57° 18' 02" East 415.77 feet; thence South 13° 46' 56" East 443.59 feet to the southern line of said U.S. Survey 109; thence along said Survey line South 82° 01' 00" East 170.0 feet, more or less, to the centerline of Crave Coeur Creek; thence generally southwestwardly and upstream with the meanders of Crave Coeur Creek to its intersection with the extension northwestwardly of the southeastern line of said U.S. Survey 366; thence, along said extension and along the southeastern line of said Survey 366, South 58° 32' 00" West 480.0 feet, more or less, to the northernmost corner of U.S. Survey 369 in said Township; thence, continuing along the southeastern line of U.S. Survey 366, South 58° 32' 00" West 690.0 feet, more or less, to the centerline of Crave Coeur Creek; thence northwardly and westwardly upstream with the meanders of Crave Coeur Creek to the mouth of a Spring Branch; thence northwardly and upstream with the meanders of said Spring Branch to the centerline of White Road; thence along the centerline of White Road North 8° 59' 54" West

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#2293

COURTNEY tract P. 2

42.04 feet; thence North 81° 00' 16" East 52.78 feet; thence North 55° 20' 29" East 1343.24 feet; thence North 11° 19' 22" East 143.82 feet; thence North 32° 41' 44" West 725.11 feet to the southeastern line of said U.S. Survey 370; and thence along said southeastern line North 57° 18' 16" East 1286.80 feet, back to the point of beginning.

END OF DOCUMENT