

Newport Landing
Homeowners Association
P.O. Box 1233
Fenton, MO 63026

Newport Landing Homeowners Association

Indentures & Amendments

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RESOLUTION OF THE BOARD OF TRUSTEES
OF NEWPORT LANDING SUBDIVISION

WHEREAS, by discussion pursuant to a special meeting called by the Board of Trustees on the 13th day of June, 1997, the Trustees deem it in the best interest of the Association to provide a mechanism by which the Trustees can levy and assess fines against homeowner lots which are in violation of the covenants and restrictions set forth in the Association's Indenture of Trust and Restrictions; and

WHEREAS, the Indenture of Trust and Restrictions which are now recorded in the St. Louis County Recorder of Deeds Office and any amendments thereto authorize the Board of Trustees to promulgate reasonable rules and regulations to enforce the covenants and restrictions provided therein;

NOW, BE IT RESOLVED:

That a fine of \$25.00 per day will be levied against a lot or lot owner which is in violation of the recorded governing covenants and restrictions and any amendments thereto of the Association. Said fine to become an assessment against the affected lot and may be collected as an assessment as provided in said Indentures. Verification of violation of the Indentures will be made by at least two board members. By signature below this Rule has been adopted by the Board of Trustees of Newport Landing Homeowners Association.

Dated: June 13, 1997

BEING ALL THE TRUSTEES OF THE
ABOVE MENTIONED ASSOCIATION

FIRST AMENDMENT
TO THE INDENTURE OF TRUST AND RESTRICTIONS
FOR NEWPORT LANDING
ST. LOUIS COUNTY, MISSOURI

THIS FIRST "AMENDMENT" TO THE INDENTURE OF TRUST AND RESTRICTIONS FOR NEWPORT LANDING, ST LOUIS COUNTY, MISSOURI is certified by the Board of Trustees pursuant to Article VIII, Section 7 of the Indenture of Trust and Restrictions for Newport Landing (hereinafter referred to as "Newport Landing Restrictions").

WITNESSETH:

WHEREAS, the original Newport Landing Restrictions were recorded in the St. Louis County Recorder of Deeds Office on June 18, 1987 in Book 8148 Page 767 et seq.; and

WHEREAS, Article VIII, Section 7 provides in pertinent part that: "This Indenture and any part thereof may be altered, amended, changed or discontinued by written agreement signed by not less than one-half (1/2) of the then recorded owners of the fee simple title of all lots in the Subdivision; . . . with the written approval of the Planning Director (St. Louis County)"; and

WHEREAS, more than one-half (1/2) of the then recorded owners of lots in the Newport Landing Subdivision have voted in writing to amend the original Newport Landing Restrictions pursuant to a ballot sent to each of the lot owners on April 25, 1996, attached hereto and incorporated by references as Exhibit "A"; and

WHEREAS, the Director of Planning of St. Louis County has approved of the Amendment to the Restrictions.

NOW, THEREFORE, the Trustees of Newport Landing pursuant to the authority and procedure to amend as set forth in the Newport Landing Restrictions, do hereby amend the Indenture of Trust and Restrictions for Newport Landing, St. Louis County, Missouri as follows:

1. Article VII, Section 14 "Enforcement of Restrictions", shall now become Section 17 of Article VII.
2. A new Article VII, Section 14 shall be added as follows:

"14) SATELLITE DISHES: No satellite dishes in excess of one meter in diameter are permitted on any lot. Satellite dishes, one meter or less, must be placed on or in the rear of the house and shall be continually maintained by the lot owner. Plans for installation must be submitted and approved by a majority of the Trustees."

3. A new Article VII, Section 15 shall be added as follows:

“15) ATHLETIC EQUIPMENT/BASKETBALL GOALS: No permanent piece of athletic equipment, including basketball goals shall be attached on a residence or erected between the rear corner of any house and the street that fronts that house.”
4. A new Section Article VII, Section 16 shall be added as follows:

16) SPORT VEHICLES AND TRAILERS: No sport vehicle, such as boats, wave runners, jet skis, and their trailers, shall be parked in excess of twenty-four (24) hours in the streets, yards, driveways or any other outside surface of the Subdivision.”
5. The President and Secretary of the Board of Trustees are authorized to execute, certify and record the foregoing Amendment and by their signature below certify and attest that the foregoing Amendment was approved by the requisite number of lot owners in accordance with Article VIII, Section 7 of the Newport Landing Restrictions.
6. This Amendment shall be effective upon its recording in the official records of the Office of the Recorder of Deeds of St. Louis County, Missouri.
7. This Amendment may not be challenged one (1) year after the recordation of the Amendment in the office of the Recorder of Deeds of St. Louis County, Missouri.
8. In all other respects, the Indenture of Trusts and Restrictions for Newport Landing, as amended, shall remain in full force and effect.

FOR NEWPORT LANDING
ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 15th day of June, 1987, by and between J. L. MASON OF MISSOURI, INC. ("Mason"), a Missouri corporation, with its principal office and place of business in the County of St. Louis, State of Missouri, NEWPORT LANDING CORPORATION ("Newport"), a Missouri corporation, with its principal office and place of business in the County of St. Louis, State of Missouri, collectively referred to herein as Party of the First Part, and GERALD W. KERR, LLOYD L. POTTS and STEVEN A. MULLEN of the County of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as "Trustees":

WITNESSETH:

WHEREAS, Mason is the owner in fee simple of a certain tract of land situated in the County of St. Louis, State of Missouri being all of the property as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference excepting therefrom the property more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, and Newport is the owner in fee simple of a tract of land situated in the County of St. Louis, State of Missouri, being more particularly described in Exhibit B, attached hereto and made a part hereof by this reference; and

WHEREAS, Mason and Newport as Party of the First Part desire to jointly develop the real property described in Exhibits A and B and have caused the aforesaid land to be laid out as a subdivision designated as Newport Landing; and

WHEREAS, Party of the First Part has caused the aforesaid land to be laid out as a subdivision designated as NEWPORT LANDING and a Plat thereof to be prepared by Sterling Engineering Co., which Plat has been recorded on 18th June, 1987, Daily No. 533 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

WHEREAS, Party of the First Part contemplates that other adjacent or nearby property may also be subdivided and that Plats thereof will be prepared and recorded in the St. Louis County Records and be designated as Plats of NEWPORT LANDING; and

WHEREAS, there have been designated, established and recited on the aforementioned recorded Plat certain public streets, common ground and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown on said Subdivision Plat 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 exclusive use and benefit of the owner or owners of the lots shown on said Plat of said above-described tract; 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 common neighborhood plan and scheme of restrictions and to apply that plan and restrictions not only to all of said land and every parcel, and all "Common Ground" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and

WHEREAS, all reservations, limitations, conditions, assessments and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and/or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, the Party of the First Part has conveyed certain common ground and will continue to convey common ground in any future Plats by separate instrument to the Trustees hereinafter designated and establish the "Common Ground" reserved in the above described tract; and

WHEREAS, the above described instrument conveys the property described therein to the Trustees hereafter designated and established for perpetuity and after expiration of said time, fee simple title to the above described property shall vest in all of the then recorded lot owners of all lots in any subdivision of the aforescribed property known as NEWPORT LANDING, 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 said subdivision, and any conveyance or change of ownership of any lot or lots in the subdivision shall carry with it ownership in common property so that none of the owners of lots in the subdivision, including the owners of lots in Plats of said subdivision hereinafter recorded, and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot; and any sale of any lot in the subdivision, including any lot in said subdivision, the Plat of which shall hereafter be recorded, shall carry with it without specifically mentioning it, all the incidents of ownership of common property, provided, however, that all of the rights, powers and authority conferred upon the Trustees of the subdivision, including plats thereof which shall hereafter be recorded, shall continue to be possessed by the said Trustees.

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 and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in NEWPORT LANDING, including such additional Plats of NEWPORT LANDING subdivision as shall hereafter be recorded as aforementioned, all as described herein as follows, to-wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

1) INITIAL TRUSTEES; The initial Trustees shall be GERALD W. KERR, LLOYD L. POTTS and STEVEN A. MULLEN, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. Anything in this Indenture of Restrictions for NEWPORT LANDING to the contrary notwithstanding, any of the Trustees initially appointed by the Party of the First Part may be removed and a successor Trustee or Trustees appointed by the Party of the First Part until such time as such Trustee or Trustees are required to resign, to be replaced by the Owners of developed lots in the Subdivision as provided hereinafter. The Trustees appointed by the Party of the First Part need not be lot owners within the subdivision.

2) ELECTION OF TRUSTEES: As such time as fifty percent (50%) of the total lots authorized to be developed within the subdivision including such additional parcels which may be subdivided and Plats thereof recorded and designated as Plats of Newport Landing have been sold and conveyed for residential use, the Party of the First Part shall cause the resignation of one of the initial Trustees and a successor Trustee shall be elected by the then owners of lots within the subdivision. At such time as ninety-five (95%) of the total lots authorized to be developed within the subdivision have been sold and conveyed for residential use, the Party of the First Part shall cause the resignation of another of the initial Trustees and a successor Trustee shall be elected by the then owners of the lots within the subdivision. At such time as all of the lots authorized to be developed within the subdivision have been sold and conveyed for residential use, all of the then Trustees whether elected by the lot owners or appointed by the Party of the First Part shall resign and their successors shall be elected at a meeting of the record owners of the lots within NEWPORT LANDING. At such meeting one (1) Trustee shall be elected for a term of three (3) years, one (1) Trustee shall be elected to serve for a term of two (2) years and one (1) shall be elected to serve for a term of one (1) year from the date of election. Thereafter all Trustees shall be elected for terms of three (3) years each.

If any Trustee elected by the lot owners resigns, refuses to act, becomes disabled, or dies, then his successor shall be appointed by the remaining Trustees or Trustee, provided however, that the successor Trustee must be a lot owner within the subdivision. If all of the Trustees elected by the lot owners resign, refuse to act, become disabled or die, so that no Trustee elected by the lot owners is in office, then a meeting of the record owners of the lots shall be called upon notice signed by at least ten (10) such lot owners, sent by mail to, or personally served upon, all of the then record lot owners, at least ten (10) days before the date fixed for the meeting for the purpose of electing a new Trustee or Trustees. The notice shall specify the time and place of the meeting, which shall be in St. Louis County, Missouri.

Where the provisions of this Indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successors may upon the petition of any concerned resident or lot owner appoint one or more Trustee to fill the vacancies until such time as Trustees are selected in accordance with this Indenture. Any person so appointed who is not a resident or owner within the subdivision 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 lot in which fee shall not be subject to any limitations on special assessments contained in this Indenture.

At any meeting of the lot owners attendance of at least one fourth (1/4) of the record owners either in person or by proxy shall constitute a quorum. Each lot owner, whether attending in person or by proxy, shall be entitled to one (1) vote per each lot owned by such person. Any business relative or pertinent to the affairs of the subdivision may be transacted at a meeting of the lot owners called in conformity with the procedures described above. A meeting of the lot owners may also be called by a notice signed by the majority of the Board of Trustees. Such notice shall in all other manners conform with the procedures outlined above. There shall be an annual meeting of the lot owners to elect a Trustee to succeed the Trustee or Trustees whose term is about to expire.

After all the lots in the subdivision, including such additional Plats thereof as shall hereafter be recorded, are sold and closed for residential use and all three (3) Trustees are lot owners, the then Trustees shall be empowered to increase the number of Trustees to any odd number not exceeding seven (7) if they so desire. If the number of Trustees is increased, the term of the new Trustees shall be set by the then Trustees so that if the number of Trustees is increased to five (5), then no more than two (2) Trustees will be elected in any year and if the number of Trustees is increased to seven (7), three (3) Trustees will be elected every three (3) years and two (2) Trustees elected in all other years.

II

RESERVATION OF EXPENDITURES

The Party of the First Part reserves the right to receive and retain any money or other consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of the Subdivision of the within described tract.

III

TRUSTEES DUTIES AND POWERS

The Party of the First Part hereby invests the Trustees and their successors with the rights, power, and authorities described in this instrument and with the following rights, powers and authorities:

1) To exercise such control over the easements, streets and roads, entrances, street lights, gates, street islands, common ground, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment of facilities as may be shown on the recorded Plat or Plats of said above-described tract of land, except those easements which are now or may hereafter be dedicated to public bodies and agencies 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 to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said Plat or Plats.

2) To maintain any and all fences that may be dedicated by Party of the First Part to Party of the Second Part.

3) To exercise control over the Common Ground as shown on said recorded Plat and on any additional plats of said Subdivision, which shall hereafter be recorded; to maintain and improve same with shrubbery, vegetation, decorations, buildings, park areas, playgrounds, ball fields, recreational facilities or any kind of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in the subdivision, all in conformity with all applicable law, and to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Ground; to maintain storm water detention areas; negotiate any required or useful utility easements for sewers or other uses across or through said Common Ground, and payment received for such easements shall be refunded to Party of the First Part as reimbursement of the initial cost of obtaining said utilities to the tract and for reimbursement for any sums previously expended or subsequently provided by Party of the First Part for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of the Subdivision of the within described tract.

4) Publicly to dedicate any private streets constructed or to be constructed on the aforescribed tract or any subdivision thereof, whenever such dedication would be accepted by a proper public agency, in the event the dedication plat does not provide for public use and maintenance.

5) Any other provision of this Indenture to the contrary notwithstanding, to waive or change any established building lines, to relinquish easements and to establish easements over any lot in NEWPORT LANDING which remains unsold at the time of the exercise of this power, provided that said Trustees must first have obtained the approval of the governmental agency or body having jurisdiction over these matters.

6) To prevent, as Trustees of an express trust, any infringement on and to compel the performance of any restrictions 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 Ground or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed on 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 or officers, their agents or employees shall not be deemed guilty or liable for any matter or 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, satellite dishes, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such building 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 of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and of the grade proposed therefor.

9) To require a reasonable deposit in connection with the proposed erection of any building or structure, satellite dishes, fence, detached building, outbuilding, swimming pool, tennis court 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 create a not-for-profit corporation pursuant to the laws of the state of Missouri to hold title to all common ground of the subdivision and improvements thereon, in which event the officers of such corporation shall be made up of the Trustees under this Indenture, and the Trustees may exercise their rights, powers, duties and privileges under this Indenture through such not-for-profit corporation.

11) To appoint the Directors of the Remington Oaks Recreational Association under the Declaration of Covenants and Conditions and By-Laws for Remington Oaks Recreational Association to be recorded in the office of the Recorder of Deeds for St. Louis County and to represent the lot owners in NEWPORT LANDING in all matters dealing with the Remington Oaks Recreational Association.

12) To erect ornamental entrance monuments to NEWPORT LANDING. Said monuments are to be located on the street corner or median within Newport Landing Drive and adjacent easements as shown on the Final Development Plat recorded at Plat Book 257 Page(s) 1 of the St. Louis County Records. The Trustees shall have the duty to maintain and repair said monuments together with all grass, plants and trees located in the aforesaid corners or medians. If requested to do so by St. Louis County Department of Highways and Traffic, Trustees shall within thirty (30) days of receipt of said request remove said monuments from the aforesaid street corners or medians. The Trustees shall hold St. Louis County harmless from all claims, demands, suits of whatever kind arising out of or in connection with said ornamental monuments.

13) The Trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, to defend suits brought against them individually or collectively in their capacity as Trustees.

IV

RECREATIONAL FACILITIES

In addition to the recreational usage provided on the common property, if any, recreational facilities including a clubhouse, swimming pool, tennis courts and other facilities will be provided on property to be owned by Remington Oaks Recreational Association, a not-for-profit Missouri corporation. Such facilities shall be available to and for the usage of the lot owners in NEWPORT LANDING, all subject to the Declaration of Covenants, Conditions and By-laws for Remington Oaks Recreational Association to be recorded in the office of the Recorder of Deeds for St. Louis County ("Recreational Declaration").

V

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

1) a. The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided not to exceed One Hundred Dollars (\$100.00) per lot in each year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce the restrictions adequately, to maintain streets, if required, utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owners.

The above assessment may be increased ten percent (10%) a year, cumulatively, from and after 1987 at the discretion of the Trustees and their successors and without vote of the lot owners.

b. In addition to the assessment made pursuant to Paragraph 1a above, the Trustees and their successors shall make a uniform assessment in an amount equal to 5% of the assessment made under Paragraph 1a per lot each year upon and against the several lots or parcels of land in said subdivision for the purpose of water maintenance and retention, said assessment to be collected annually until such time as the storm water easements have been accepted for maintenance by Metropolitan St. Louis Sewer District.

c. In addition to the assessments made pursuant to paragraph 1a and b above, the Trustees and their successors shall make a uniform assessment of the annual assessment or charges and special assessments fixed and established pursuant to the recreational declaration, provided, however, that no such assessment shall be levied until the facility and/or pool for which the assessment is levied has been completed, and no part of such assessment shall be expended in payment of cost of original construction.

d. If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved at a meeting of the lot owners duly called and held in the manner provided on reference to the election of the Trustees by a two-thirds (2/3) majority vote of those present, in person or by proxy, at a meeting of lot owners called for consideration of such additional assessment, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Dollars (\$100.00) per lot per year for general purposes made under the provisions of paragraph 1a above shall not apply to any assessments made under the provisions of this paragraph, but no special assessment shall exceed Five Hundred Dollars.

2) All assessments, either general or special, made by the Trustees for purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

a. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of the legal estate and deposited in the United States mail with postage prepaid or may be given by posting a brief notice of the assessment upon the lot itself.

b. Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of Fifteen percent (15%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustee may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings the payments made on account of assessments.

c. Any and all expenses incurred by the Trustees in collecting any past due assessment including but not limited to recording fees and reasonable attorney's fees shall be the sole responsibility of the owner of the lot affected. These incurred expenses shall also constitute a lien upon the said lot and said lien shall continue in full force and effect until said expenses have been fully paid.

d. In addition to the foregoing remedies, the Trustees shall have the right at their discretion to deny to any lot owners who are delinquent in the payment of assessments which may be levied, either general or special, the right to use any common elements as the Trustees may from time to time determine.

3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest when feasible. 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.

4) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

5) The Trustees are authorized and empowered to procure such insurance including but not limited to public liability, property damage and officers and directors (Trustees) liability insurance, as they may deem necessary and proper.

VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after the date of conveyance of an improved lot by the Party of the First Part, no building, fence, wall, satellite dish, TV antenna, radio antenna or other structure, swimming pool or tennis court shall be commenced, erected or maintained on any lot within subdivision nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, material, color and location of the same shall be submitted to and approved in writing as to harmony of external design, types of material, colors and location in relation to surrounding structures and topography by the Trustees, or by an Architectural Committee composed of three or more representatives appointed by the Trustees. Reference herein to "Architectural Control Committee" shall refer either to the aforesaid committee if appointed and constituted, or to the Trustees, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors and location within forty-five (45) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), the party submitting the plans and specifications may notify the Architectural Control Committee to whom the plans and specifications have been submitted of its failure to approve or disapprove said plans and specifications, and should the Architectural Control Committee fail to approve or disapprove such plans and specifications within fifteen (15) days after receipt of said notice, approval will not be required and this provision will be deemed complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the cost of reviews it conducts or authorizes.

It is the intent of this Indenture that all buildings and structures within the property shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction to insure that they are in conformance with such objectives. Accessory building enclosures and appurtenant structures to or extrusions from any building or structure shall be of similar compatible materials, design and construction. Exterior finishes once approved shall not be altered without express consent of the Architectural Control Committee.

Nothing contained herein shall be deemed to require the Trustees to approve any plan or specification for any fence, satellite dishes, radio antenna, TV antenna or other structure. The Architectural Control Committee shall have the power within one year following the erection of any structure or fence it has approved to require the lot owner to landscape along such fence or structure. Landscaping may include materials such as rambling rose, multiflora rose, evergreen shrubbery, or such other similar materials as may be approved by the Architectural Control Committee. Chain link type fencing is specifically prohibited as a fence or in use in conjunction with any other type of fence which may be approved.

VII

RESTRICTIONS

1) **FILING OF RESTRICTIONS:** This Indenture of Trust and Restrictions and the covenants contained herein shall be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, shall run with the land and shall be binding upon the parties hereto and future land owners of the property hereinabove described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change this Indenture and the covenants contained herein in whole or in part.

2) **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private attached garage. Minimum finished liveable area of dwelling shall be 1,100 square feet. Minimum cost of house shall not be less than \$80,000.00 based on cost levels prevailing at date these covenants are recorded.

3) **BUILDING LOCATIONS:** No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4) **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. 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 of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible

5) **NUISANCES:** No loud, noxious or offensive activity shall be carried on or upon any lot or any common ground of the subdivision, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in streets, yards or driveways of the Subdivision.

6) **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, mobile home, recreational vehicle, basement, tent, shed, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any trailer, camper, mobile home, recreational vehicle, tent, shed, barn or other outbuilding shall not be located on a public street and must be located in the back yard area or in an approved shelter, such as a garage.

7) **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8) **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, and no lot owner may have more than two dogs or cats.

9) GARBAGE AND REFUSE DISPOSAL: No lot 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 incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be located closer than twenty (20) feet to any park area.

10) SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot.

11) SLOPE CONTROL AREA: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

12) SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain with such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13) LAND NEAR PARKS AND WATER COURSES: No detached or outbuildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course.

14) ENFORCEMENT OF RESTRICTIONS: Enforcement of any of these covenants shall be by proceeding at law or equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore. Any and all expenses incurred by the Trustees in enforcing the restrictions contained herein including but not limited to reasonable attorney's fees and expenses shall be paid by the owner of the lot against which such enforcement action was taken, regardless of whether such action proceeds to final judgment. Such amounts including all costs of collection including reasonable attorney's fees for collection shall constitute a lien upon the lot and shall continue in full force and effect until all such expenses have been fully paid.

VIII

GENERAL PROVISIONS

1) MAINTENANCE OF COMMON AREAS: Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the common ground, islands, sidewalks, street lighting and drainage facilities referred to herein shall not cease nor may this Indenture be changed or amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees until such time, if ever, as St. Louis County or any other similar agency which may exist hereafter shall establish park, street lighting and street maintenance for the area affected.

2) **COOPERATION WITH OTHER TRUSTEES:** The Trustees are authorized and empowered to cooperate and to contract with the 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) **FUTURE PLATS:** Any and all future tracts of land, platted as a part of NEWPORT LANDING in St. Louis County, Missouri, shall be governed by the restrictions contained in this Indenture.

4) **LIABILITIES OF TRUSTEES AND COMPENSATION:** 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 willful misconduct. They shall not be required to expend any money for 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. Neither the Trustees nor Successor Trustee shall be entitled to any compensation for services performed pursuant to this covenant.

5) **DEVELOPER NOT SUBJECT TO ASSESSMENT:** The provisions of this paragraph shall be applicable to any builder/developer that derives title to any lots within the subdivision from the Party of the First Part or any other builder/developer. Any other provision hereof to the contrary notwithstanding the developer/builder of the aforescribed tract of land shall not be liable for any assessment by the Trustees, either regular or special, on any lot or parcel of land either platted or unplatted which it may own. Further, the developer/builder may locate upon any lot or parcel of land, either platted or unplatted construction and sales buildings and offices, any structure for the storing of construction equipment and building materials and any other truck equipment or storage trailer which is the property of the developer/builder or any of its agents.

6) **SEVERABILITY:** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

7) **AMENDMENT:** This Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (1/2) of the then recorded owners of the fee simple title of all lots in the Subdivision; any such written and signed alteration, amendment, change or discontinuance shall, when duly certified and acknowledged by the then Trustees and recorded with the Office of the Recorder of Deeds for St. Louis County, Missouri, become a part of the provisions and restrictions of this Indenture, with the written approval of the Planning Director.

8) **AMENDMENT BY PARTY OF THE FIRST PART:** Notwithstanding anything contained above, the Party of the First Part reserves the right and shall have the right to amend this Indenture in any manner whatsoever, so long as Party of the First Part retains legal ownership of one or more lots or of any part of the land herein described provided the amendment first be filed in the Office of the Recorder of Deeds for St. Louis County.

9) **CONDEMNATION:** In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees for any public purpose, the Trustees, during the period of Trust as well as the times fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads and easements.

10) COMPLIANCES WITH ORDINANCES: Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with subdivision and other ordinances, rules and regulations of St. Louis County, or any municipality of which the subdivision may become a part. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, grassed and shrubbed areas, median strips, detention ponds and other non-public areas such as entrance markers, roadways and easements.

11) ABOVE GROUND STRUCTURES: No above ground structure other than required street lights may be erected within a cul-de-sac, divided street entry island or median strip without written approval of the St. Louis County Department of Highways and Traffic.

12) ASSIGNMENT OF THE RIGHTS OF THE PARTY OF THE FIRST PART: Notwithstanding anything contained above, the Party of the First Part herein reserves the right and shall have the right to assign its rights as they Party of the First Part to any other builder/developer who has legal ownership to one or more of the lots or any part of the land herein described.

13) APPROVAL OF COUNTY PLANING DIRECTOR: Any alteration, amendment, change or discontinuance of this Indenture that is made prior to the completion of development of this subdivision must first have the written approval of the County Planning Director prior to taling effect or being recorded with the Recorder of Deeds.

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

Party of the First Part:

J. L. MASON OF MISSOURI, INC.

By: _____
LLOYD L. POTTS - VP

ATTEST:

(Assistant) Secretary

NEWPORT LANDING CORPORATION

By: _____
GERALD W. KERR – VP

ATTEST:

(Assistant) Secretary

Parties of the Second Part:

On this 15th day of June, 1987, before me personally appeared GERALD W. KERR, LLOYD L. POTTS and STEVEN A. MULLEN, 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 written above.

Notary Public

My commission expires: 10-1-90

EXHIBIT A – LEGAL

A tract of land in the Northeast quarter of Section 31, Township 44 North, Range 5 East, St. Louis County, Missouri, as surveyed by Colton/Lester Corporation and being more particularly described as follows:

Beginning at a point 0.2 feet North of A 1” iron rod found at the Northwest corner Of San Luis Hills Plat Two as filed for public record in Plat Book 145 of pages 52, 53 and 54 of the St. Louis County Land Records; thence South 00 Degrees 49 minutes 30 second West along the West line of said Subdivision to the point of intersection with the North line of San Luis Hills Plat One as filed for public record in Plat Book 143 of pages 60 and 61 of the St. Louis County Land Records, a distance of 329.15 feet to a stone found; thence along said North line South 89 Degrees 51 minutes 51 seconds West a distance of 1351.11 feet to a concrete monument being the Southeast corner conveyed to Carter in deed Book 6925 on page 2412 of said Land records; thence along Carter’s East line North 00 degrees 56 minutes 19 seconds East a distance of 1392.78 feet to A ¾” Rebar found in the South line as conveyed to Rhomberg Investment Company in deed Book 7372 on page 536 of said Land Records; thence along the said South line South 89 degrees 15 minutes 15 seconds East a distance of 1347.44 feet to a point from which an iron rod found bears West 0.36 feet, in the West line of parcel No. 2 of a tract of land conveyed to Rockwood R-6 School District and filed for public record in deed Book 6434 on page 1723 of said land records; thence along the following course and distance around said tract: South-00 degrees 49 minutes West a distance of 719.83 feet to an old axle found; North 89 degrees 56 minutes 43 seconds East a distance of 675.47 feet to an old axle found; North 00

degrees 41 minutes 50 seconds East a distance of 322.80 feet to an old axle found; North 89 degrees 55 minutes 50 seconds East a distance of 655.76 feet to $\frac{3}{4}$ " x 24" pipe set from which the centerline of Hawkins Road bears North 89 degrees 55 minutes 50 seconds East 20.00 feet and from which point an old stone with cross at the Northeast corner of said Section 31 bears North 00 degrees 43 minutes 07 seconds East 1734.81 feet, to a point on the Western Right-of-way line of Hawkins Road 40 feet wide; thence departing said school tract and along said right-of-way South 00 degrees 43 minutes and 07 seconds West a distance of 645.74 feet to an "X" cut in concrete on the North line of said San Luis Hills Plat Two; thence departing said right-of-way and along said North line South 59 degrees 56 minutes 11 seconds West a distance of 1331.10 feet the point of beginning and containing 57.54 Acres more or less.