



Towne South Homeowners Association  
Lamplighter Office Suites  
12620 Lamplighter Square  
St. Louis, MO 63128  
(314) 525-7183  
[www.townesouth.org](http://www.townesouth.org)

# INDENTURES

These are your newly improved and approved Indentures for the Towne South Subdivision.

The endeavor to amend the Indentures had the thought in mind to respect those guidelines that have well-served this community since 1962 as well as update them to be more appropriate for today's lifestyle and into the future.

The Committee's goal and the Board of Governors goal was to develop guidelines that preserve the advantages of a restricted residential neighborhood that

- is conducive to family life and personal safety,
- protects and increases property values,
- promotes community pride and cooperation,

while respecting the individual rights and freedom of homeowners.

DECLARATION OF RESTRICTIONS  
INDENTURE CREATING HOME OWNERS' ASSOCIATION  
AND ESTABLISHING RESTRICTIONS TOWNE SOUTH  
ST. LOUIS COUNTY, STATE OF MISSOURI

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THIS INDENTURE, made and entered into this 21st day of May, 1962, by and between FISCHER & FRICHTEL DEVELOPMENT CORPORATION, a corporation of the County of St. Louis, State of Missouri, Party of the First Part, and EDWARD F. FISCHER, JOHN J. FISCHER, LAWRENCE H. FRICHTEL, JACK A BRIZIUS and WILLIAM J. RILEY, all of the County of St. Louis, State of Missouri, Parties of the Second Part, and such other persons who shall hereafter be elected as members of the Board of Governors hereunder, herein referred to as the "Board of Governors,"

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner of a tract of land situated in St. Louis County, State of Missouri, and described as:

All lots platted for residential use in Towne South Subdivision as per plat filed in Plat Book 103, Page 1, in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri, recorded as Daily #62, May 11, 1962, and

WHEREAS, the Party of the First Part has caused the above tract of land to be subdivided and the subdivision thus created, being known as "TOWNE SOUTH" in plat thereof, fully approved under the law by the properly constituted authorities of the County of St. Louis and recorded in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri, in Plat Book 103 Page 1; and

WHEREAS, this instrument has been recorded on May 29, 1962 in Book 4825, Page 580 of the Office of Recorder of Deeds of St. Louis County, Missouri and its amendment entered into the 1<sup>st</sup> day of May, 1966 has been recorded in Book 6070, Page 1; and its amendment entered into the 29<sup>th</sup> day of December, 1992 has been recorded in Book 9567, Page 1017, ET SEQ.; and

WHEREAS, there have been or may be designated, established and recited on said plat, certain easements and common areas which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks, community center and other facilities and public utilities for the benefit of the owner or owners of the lots shown on said plat; and

WHEREAS, it is the purpose and intention of this Indenture to create a means of cooperation between present and future lot owners and home owners in said subdivision among themselves and under certain circumstances with lot owners and home owners in adjacent and adjoining lands, all in the interest of fostering

and enhancing their health, safety and welfare and for the establishing of a harmonious atmosphere and common interests, facilities and recreational activities directed to making for a wholesome spirit of neighborly understanding and cooperation; to preserve said tract of land and possible adjacent and adjoining land as a restricted neighborhood and to protect same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restriction not only to all of said land and possible adjacent and adjoining land and every parcel thereof as it may be sold from time to time, but also in favor of or against each said parcel as against or in favor of any and 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 any or all said parcels and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to Party of the First Part in hand paid by the Parties of the Second Part, the receipt of which is hereby acknowledged, and further, in consideration of the advantages to accrue to Party of the First Part as well as to future owners of said lots, and with the agreement and consent of the Parties of the Second Part to act as "Board of Governors" hereunder the Party of the First Part hereby grants, bargains, sells, conveys and confirms unto the Parties of the Second Part as "Board of Governors" and as joint tenants and not as tenants in common, and to the successor or successors of them, and to such other members of the Board of Governors as shall be elected hereunder under the provisions hereof:

A. All community centers, paths, parks, playgrounds, common property, public utility easements, storm water sewers and drainage facilities, if any, contained in said land covered by this Declaration;

B. Easements in, over, upon and across such portions of said land as may be now or hereinafter designated, as follows:  
The rights, benefits and advantages within said subdivision of having ingress and egress to and from, over, along and across such common property, public utility easements, storm water

sewers and drainage facilities and appropriately beautifying, maintaining, improving rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on same; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of said subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for telegraph and telephone wires and suitable pipes, conduits or other means of conducting steam, electricity, hot water or other useful agencies;

TO HAVE AND TO HOLD the same to said Board of Governors and their successors forever IN TRUST for the Grantor and the present or future owners of each of the said lots, and said lots and all of them shall forever remain subject to the burdens and entitled to the liens involved in said easements and the said Grantor for itself, its executors, administrators and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its executors, administrators or assigns, to any part of the said property hereinabove described, hereby provides that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels as may be purchased in said subdivision and any other lands which may hereafter become subject and subservient to this Indenture and as appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the said Board of Governors by this Indenture and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Board of Governors and their successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of this Indenture.

Notwithstanding any other provision of this Indenture, in the event that the trust with respect to common property is in effect at the end of 20 years from the date of this Indenture or, if earlier terminated, at the time of such termination, the then members of the Board of Governors shall convey, by deed, all of the common property to the then owners of lots in this TOWNE SOUTH Subdivision as tenants in common; provided however, that all of the rights, powers and authority conferred upon the Board of Governors shall continue to be possessed by the Board of Governors. It is the intention of this instrument that such conveyance shall constitute a change in ownership of title but shall not alter, abridge or change the powers, duties or function of the Board of Governors.

ARTICLE I.  
CREATION OF "TOWNE SOUTH  
HOME OWNERS' ASSOCIATION"

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All of the present and future lot owners or home owners in all lands as are now or shall be in the future subject to this Indenture, shall, as a group, hereby be established and hereby be known as "THE TOWNE SOUTH HOME OWNERS' ASSOCIATION," and as such lot owners or home owners, shall have all of the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

ARTICLE II.  
SELECTION OF BOARD OF GOVERNORS:  
MEETINGS OF LOT OWNERS

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There shall be five (5) members of the Board of Governors whose term shall be two (2) years, of which no more than three (3) member's terms will expire each year.

There shall be an annual meeting of said lot owners to be held on the third Saturday of February of each year during the term of this instrument, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of said lot owners as may be called by any one member of the aforementioned Board of Governors, also to be held at a convenient place in the County of St. Louis.

Ten (10) days notice in writing to the owner of each lot of the time and place of any annual or special meeting or any notice required by this Article shall be given by the Board of Governors or by the member of the Board calling said meeting, by depositing same in the United States Mail, properly addressed and with postage prepaid. Notice of the annual meeting may be sent along with the notice of assessment, if such assessment is deposited in the United States Mail after January 1<sup>st</sup> of the same year as the annual meeting and a minimum of three (3) signs are posted publicly within the subdivision ten (10) days previous to the meeting.

At any annual meeting or special meeting or executive session, three (3) members of the Board of Governors shall constitute a quorum. The Board of Governors may decide issues relating to the operation of the subdivision or may defer

## Article II. continued

decision on any issue pending further study. Any homeowner attending an annual or special meeting shall have the right to submit either a written or an oral statement concerning any such issue raised and if the statement is oral, the Board of Governors shall duly note it or summarize it and memorialize it in the written minutes of the meeting.

The election of Board Members at the annual meeting shall be by a majority of votes cast by qualified (assessments paid to date) homeowners present at the meeting either in person or by proxy. At any meeting of lot owners or Board of Governors, or executive session, matters not specifically addressed in this Article shall be governed by "Robert's Rules of Order."

The successor to any elected member of the Board whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote will be cast in person or by proxy. The person or persons receiving the majority of votes or ballots cast shall be deemed elected and shall, upon his/her or their acceptance in writing, or verbal acceptance if present at the annual meeting, at once and by force of this Indenture imposed, succeed to be vested with and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Governors, all the estate rights, interest, privileges and powers by this Indenture granted to his/her or their predecessor. Any lot owner who failed to pay any assessments due and payable in full shall not be entitled to vote at any annual or special meeting provided for above.

No person may serve as a member of the Board of Governors unless they are a resident of one of the lots in Towne South Subdivision and unless all annual, general or special assessments levied against their lot or lots are paid in full currently.

Following the annual meeting of the lot owners as provided for herein, the Board of Governors shall at an executive session, select one of their members to be Chairman of the Board until the next annual meeting. The Board of Governors shall also select a Vice-Chairman and Secretary and Treasurer (Article IV, section O) and such other officers as the Board may deem appropriate, including, but not limited to, an Administrative Assistant. The Administrative Assistant who serves the Board shall receive a salary and may be independently employed.

Article II. continued

In the event that any one of the five elected members of the Board of Governors duly elected hereunder, shall die or cease to reside in the land subject to this instrument, or become incompetent or unable to perform their duties for whatever reason or to discharge the duties or avail themselves of or exercise the rights and powers herein granted or bestowed upon him/her or them as a member of the Board of Governors under this Indenture, then and thereupon, it shall be the duty of the remaining members of said Board to select a successor to fill the unexpired term of such deceased or incompetent member. Should the Board Members fail to reach a majority in selecting a new board member, then the Chairman of the Board shall select said new member. The selection process may take place at either an annual meeting or a special meeting or at an executive session.

In addition to the annual and special meetings hereinabove provided, the Board of Governors shall hold a meeting once a month with a minimum of nine (9) monthly meetings annually at the Board's discretion, which meetings shall be open to the lot owners. Any lot owner/s need to leave a message with voice-mail or contact the Administrative Assistant to obtain information on the next available meeting. The Board of Governors may also, but only if they deem it necessary, convene meetings and executive sessions at which attendance may be limited to Board Members and those persons invited to attend.

ARTICLE III.  
RESERVATION OF EXPENDITURES

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The Party of the First Part reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, engineering fees and consultation fees with respect to any subdivisions or land which is now or may in the future be made subject hereto.



ARTICLE IV.  
THE BOARD OF GOVERNORS

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The Board of Governors is vested with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with respect to all of the land which is now or which may in the future be made subject hereto under the terms and provisions hereof:

A. To exercise such control over the easements which are now or in the future to be dedicated to public bodies and agencies, public utilities or others furnishing common services to occupants of the land subject hereto, as is necessary to maintain, supervise and insure the proper use of said easements by the necessary public utilities, 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, sewers, pipes, poles, wires and other facilities and public utilities for service to the lots shown on said plat.

B. Publicly to dedicate the common property and easement rights of any portion or portions thereof whenever the majority of the property owners in the land subject hereto shall consent thereto in writing and whenever such dedications would be accepted by a proper public or private agency, subject to St. Louis County Ordinance No. 1946-1960.

C. Abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, but such easement or portion thereof may be abandoned only when all the members of the Board of Governors unanimously agree that it is in the best interest of the subdivision that same be abandoned.

D. To prevent in their own names as the Board of Governors, any infringement and to compel the performance of any restriction set out in this Indenture or established by law. 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 Board of Governors is intended to be discretionary and not mandatory.

E. To clean up rubbish and debris and 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 Board of Governors

## Article IV. continued

or its officers, agents or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting.

F. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings or outbuildings, proposed for erection on said lots, proposed additions to such buildings or alterations in the external appearance of the buildings already constructed, it being provided that no building, fence, detached building, outbuilding or other structure 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 Board of Governors to the plans and specifications therefor and to the grade proposed therefor.

G. To require a reasonable deposit in connection with the proposed erection of any building, fence, detached building, outbuilding 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 any and all damages to subdivision improvements shall be repaired.

H. To establish and fix minimum costs which shall apply to buildings and structures which may be erected on said lots as the Board of Governors deem necessary and desirable in order to maintain an appropriate high character of the buildings and structures which may be erected on said lots. Minimum costs so established and effected shall at all times be subject to revision or abandonment at the discretion of the Board of Governors in order to provide that the buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of the cost or other circumstances.

I. The Board of Governors may provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish or garbage, and may otherwise provide for the public health, safety, and welfare of the property owners and residents of said subdivision. The Board of Governors may enter into and assume contracts for the purposes covering such periods of time as it may consider advisable.

J. The Board of Governors may receive, hold, convey, dispose of or administer IN TRUST for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property

## Article IV. continued

K. The Board of Governors in exercising the rights, powers and privileges granted to it, and in discharging the duties imposed upon it by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, clerks, other employees and labor as it deems necessary and employ counsel to institute and prosecute such suits as it may deem necessary or advisable, and defend suits brought against members individually or collectively in their capacity as a member of the Board of Governors.

L. At the discretion of the Board of Governors, in the interest of the health, welfare and safety of the lot owners and home owners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or Municipality regulations, said Board of Governors shall have the right and power:

(i) To provide lights on streets, parks, gateways, entrances, common property and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes, and pedestrian ways and to clear streets, gutters, sidewalks and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere in the interest of health, welfare and safety within the land subject hereto;

(ii) To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage;

(iii) If same is not furnished adequately by a governmental agency, to provide means for furnishing police protection, fire protection, water, gas, electricity, sewer facilities, telephone service, school and other transportation service for the purposes of obtaining heating, power, lighting and other utilities and services to the lot owners and home owners in the land subject to this Indenture and for such purposes to purchase such services and utilities from authorities and to distribute and render same under contract to lot owners and home owners within the land subject to this Indenture, which contract shall describe the services to be rendered, the price to be paid therefor and such other terms and conditions as apply thereto; to fix the charges for such services rendered and to collect for the same from such

## Article IV. continued

lot owners and home owners, it being the intent of this instrument that no moneys collected or received by the Board of Governors as assessments hereunder shall be extended for the purposes of this sub-paragraph. It is the intention of this paragraph that no services described herein shall be rendered or charged for as to any lot owner without his consent; and that this paragraph is intended to foster public health, welfare, safety and morals in the event that normal State, County or Municipal services are not rendered to the land subject hereto.

M. The right and power to establish, operate, conduct, regulate, maintain, repair, add to or reduce such community center property, buildings and facilities as may exist or be established on the land subject hereto; to make rules and regulations, not inconsistent with law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof. The Board of Governors shall have the further right to rent, lease, contract for the use of, purchase, purchase the stock of, obtain membership in, or in other manner procure recreational facilities not situated on the land subject hereto. The Board of Governors also shall have the power and authority to make all lots subject to this Indenture subject to any agreement made for the procurement of said recreational facilities. Said recreational facilities shall not be situated more than two (2) miles in distance from any lot subject to this Indenture. Said recreational facilities need not be maintained for the exclusive use of lot owners subject to this Indenture.

N. The Board of Governors 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.) The Board of Governors shall review the amount of the annual assessment every calendar year ending in "0" or "5" with the power to raise it fifteen percent (15%), from the previous amount starting from the amended maximum amount of 1992 of \$50, not to exceed a maximum of one hundred dollars (\$100.00) per lot.

In no event shall the annual assessment be raised unless it is necessary for the purpose of carrying out the general duties and powers of the Board of Governors as herein described and for the further purpose of enabling the Board of Governors to defend and enforce restrictions, adequately to maintain and operate

## Article IV. continued

community centers, parks, paths, easements, sewers, utilities, parking spaces, and trees on common property and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners and to perform any of its duties or rights hereunder, except as expressly limited hereunder.

(2.) If at any time the Board of Governors shall consider it necessary to make any expenditure requiring an assessment in addition to the assessments above provided, such additional assessments shall be approved by and voted on by the Board of Governors and then shall be submitted in writing to the owners of lots for approval along with an outline of the plan for the project contemplated, the estimated amount of money necessary to complete the project and the total assessment required. If the project and the additional assessment are approved at a meeting of the lot owners, the Board of Governors shall notify all lot owners of the additional assessment.

The meeting of the lot owners shall be noticed and held in the same fashion as would a meeting whose purpose it was to elect members to the Board of Governors. Voting may be conducted by written ballot, in person, by proxy, or by the written consent of the owners of a lot. Each lot is limited to one vote and approval of such additional assessment shall require votes sufficient to represent two-thirds (2/3) of the lot owners of all of the lots in the Subdivision. The procedures described herein shall not be applicable to the contract charges described in Article IV, Section L., Subsection (iii) above.

(3.) All assessments, either annual, general, or special, made by the Board of Governors for the purposes stated hereinabove shall be made in the manner and subject to the following procedure, to-wit:

((a)) Notice of all assessments must be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States Mail with postage prepaid.

The annual assessment shall be mailed the last week in December and become due by February 28<sup>th</sup>.

((b)) All other assessments, i.e. special assessment, shall become due and payable within thirty (30) days after notice is given as hereinabove provided. The homeowner will be presumptively deemed to have received the notice five (5) days after it has been mailed.

## Article IV. continued

Interest on all overdue assessments: From and after the date when said payment is due, said overdue payment shall bear interest at the rate of Ten Percent (10%) per annum, compounded yearly, until paid.

Such overdue 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; the initial rate will be the set rate until released. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board of Governors 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 Board of Governors 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 (at expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Board of Governors shall cause to be noted from time to time in the minutes of its proceedings, the payments made on account of assessments.

It is further provided that the delinquent owner shall pay all costs of filing, recording, attorney fees, principal and interest at the rate of interest set forth in this Indenture from due date of payment and costs of releasing.

((c)) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may be hereafter exist, are hereby referred to and made a part of this instrument.

((d)) Except as otherwise provided, no assessments shall be made except upon resolution duly adopted by a majority of the Board of Governors at a meeting of the Board of Governors, which resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Board of Governors' Meetings, Assessment, Special Assessment and Financial Matters Meetings.

((e)) The lien or liens for assessment hereunder shall be subordinate and junior to any first mortgage or deed of trust of record if insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri, and to any other bona fide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors

## Article IV. continued

and of evading the assessments provided for herein; provided, however, that the terms and provisions shall be and remain fully applicable to all of the land subject hereto after foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequently to such foreclosure.

4. The Board of Governors shall have the full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Board of Governors to:

(i) make all contracts and incur liabilities necessary, related or incidental to exercise of the Board of Governors power and duties hereunder including the construction of improvements;

(ii) purchase insurance against all risks, casualties and liabilities of every nature and description;

(iii) to borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same;

(iv) to make all types of permanent, temporary, construction or other loans;

(v) to use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

5. Any homes held for lease or rental shall be subject to assessment, effective from and after the commencement of a term of rental or lease of such home.

6. The Board of Governors shall deposit the funds coming into their hands, as the Board of Governors, in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at the best rate of interest obtainable. The Board of Governors shall designate one of their members 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/her duties in an amount to be fixed by the majority of the Board of Governors.

## Article IV. continued

All checks or other instruments of payment issued by the Board of Governors shall require the signature of two(2) members of the then current Board of Governors.

P. All rights, duties, powers, privileges and acts of every nature and description which said Board of Governors might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Board of Governors unless otherwise provided in this Indenture. Members of the Board of Governors shall not be personally liable for their acts in the performance of their duties save for dishonesty or acts criminal in nature.

Q. Performance of duties by the Board of Governors or by their assigns, either in Towne South or elsewhere shall not constitute an industrial or commercial activity as defined in these Indentures.

R. Requests from Real Estate agents and their employers concerning the presence of any subdivision liens on any lot in Towne South subdivision shall be referred to as, "Trustee Verification" requests (TVs). The Board of Governors shall be permitted to charge a minimum fee of \$50.00 to the requestor for each TV and may charge more should the circumstances warrant. All fees recovered from TVs shall be deposited into the general bank account maintained by the Towne South Board of Governors.

S. In an effort to promote continuity of membership on the Board of Governors, of which a volunteer of time and effort is demanded to oversee common ground, courtyards, etc., the following shall apply: After re-election for a term other than his or her first term, a Board Member will be eligible for reimbursement of mileage incurred for the business of the subdivision. The reimbursement shall be determined year by year at the rate established by the Internal Revenue Service to be the cost per mile for driving on business in the St. Louis, Missouri area and bookkeeping practices maintained by the IRS regulations; or, the Treasurer is hereby instructed to pay the member of the Board of Governors, as reimbursement, ninety percent (90%) of the annual assessment for one lot in which they have an ownership interest, each year upon completion as a Board Member as long as said Board Member continues in such capacity. Any Board Member is not qualified for this reimbursement during their first two-year term.



