



Towne South Homeowners Association
Lamplighter Office Suites
12620 Lamplighter Square
St. Louis, MO 63128
(314) 525-7183
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

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 1st day of May, 1966 has been recorded in Book 6070, Page 1; and its amendment entered into the 29th 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"

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

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 1st 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

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

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 28th.

((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.

0. 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.

ARTICLE V.
RESTRICTIONS

The Board of Governors, their successors, all lot owners and their grantees, assignees, lessees, devisees, heirs and all who may claim title to one or more lots covenant and agree that the following restrictions shall apply to any and all of them.

A. That no person may dwell in or occupy on any of said lots, any garage, outbuilding, trailer, vehicle or other structure not designed as permanent or stationary, nor may any person use any of said lots or any building or structure thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That the height of buildings, the minimum lot area for families shall be as follows:
Article V. continued

(1.) No building hereafter erected or structurally altered shall exceed twenty-five (25) feet in height.

(2.) Every building other than accessory buildings that are hereafter erected or structurally altered shall provide a front yard of at least twenty (20) feet in depth; a rear yard of not less than twenty (20) feet in depth, said front yard to be established in accord with the building lines as set out by the proper County regulatory body.

Accessory buildings hereafter erected or structurally altered shall not be located within ten (10) feet of the rear line of the said lot nor within four (4) feet of any side line of said lot.

(3.) There shall be a side yard on each side of the principal building having a width of not less than four (4) feet, and further that there shall be at least fourteen (14) feet between the principal buildings on adjoining lots.

(4.) Every single family dwelling hereafter erected or structurally altered shall be erected on a minimum lot area of not less than seven thousand five hundred (7,500) square feet.

C. That all platted lots in this subdivision shall be restricted to one family residences only and not more than one main building shall be erected on any one lot in the subdivision.

Article V. continued

D. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes. Each lot owner shall comply with all ordinances and regulations of St. Louis County, relating to the number, type, supervision of, control of, responsibility for and maintenance of animals and/or pets in residential areas.

E. That no residence, accessory building or any portion of any lot shall be used as a boarding house, nursing home, rooming house, club house or road house, used or devoted to any manufacturing, industrial or commercial activity. Commercial activity shall not include the conducting of business by telephone, computer, mail or other electronic device provided that such business shall not be in violation of any Federal or State or Local Law or Ordinance.

Commercial activity shall also not include as prohibited, "home occupations". "Home Occupations" are those that are defined by and that comply with all of the requirements set forth in subparagraphs one (1) through (9) below. Home occupation shall be permitted as an accessory use to a residential use in Towne South Subdivision. In order to promote peace, quiet and freedom from excessive noise, pollution and traffic and other harmful effects of commercial uses, all home occupations must meet the following restrictions:

(1.) The use must be clearly incidental and secondary to the use of the premises for dwelling purposes, and,

(2.) The home occupation must be carried on wholly within the main building on the lot and may not involve the use of any accessory structure or any unimproved portion of the lot, and,

(3.) The home occupation must be pursued by one or more members of the family who reside on the premises and no one else. If the home occupation employs persons to work at other locations outside of Towne South Subdivision the real estate in Towne South Subdivision may not be used as an assembly point for employees or products to be used at other sites, and,

(4.) No evidence of the home occupation shall be displayed by sign or illumination or commercial vehicles or trailers parked on the premises or public streets of the subdivision or by means of illumination visible from any portion of the exterior of the

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premises nor shall there be any other obvious indication of a business being conducted, and,

(5.) No equipment shall be utilized except as customary for purely domestic or household purposes and further, the home occupation must not involve storage of hazardous materials or construction materials, and,

(6.) With the exception of babysitting, not more than one customer or client or patron may be on the premises at any given time and their presence shall be limited to no earlier than 8:00 a.m. and not later than 11:00 p.m. or midnight on weekends.

Babysitting activity may have up to but no more than three (3) clients or patrons or customers on the premises at any given time, and,

(7.) Any person or persons operating a home occupation shall comply with all Federal, State, County and Local Laws and all licensing requirements of any authority having jurisdiction to issue a license on said home occupation, and,

(8.) No person or persons engaged in a home occupation shall permit, tolerate or allow the congregation of clients or customers on the exterior of the premises and shall have an affirmative duty to disburse any such congregation.

(9.) Nothing in this article or sub-paragraphs thereof shall be construed so as to prevent any individual from maintaining a private nuisance lawsuit against the operator of the home occupation regardless of whether said home occupation complies with these restrictions.

F. No lot shall be rented or leased, subleased or re-subdivided nor shall a fractional part of any lot be sold without the consent of the Board of Governors. This provision shall not, however, require the consent of the Board of Governors for the sale of an entire lot as shown on the recorded plat.

G. No trash, rubbish or garbage receptacle or can shall be placed on the premises outside of the buildings thereon except upon the day that the regularly scheduled collections of same are to take place.

H. No one story main building shall be erected with a foundation area of less than one thousand one hundred (1,100) square feet excluding garage and porches, said measurement to be

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made at the outside wall; and provided that no building having two finished levels, one above the other, shall be erected with a foundation area of less than eight hundred fifty (850) square feet excluding garage and porches, said measurements to be made at the outside wall.

I. No one will be permitted to live on any lot in a temporary building, a trailer, travel trailer, motor home, boat, vehicle, tent, or any structure other than the primary structure on said lot.

J. No fence may be erected without the consent in writing of a majority of the Board of Governors. The review process performed by the Board of Governors may include but is not limited to a plat map of the property showing the fence line location, a detailed description of the type, material, size, and length of the fence. It is highly recommended that the property owner get a professionally accurate survey of the property boundaries. No fence may extend beyond the front building line on any lot, and with regard to a corner lot, also not beyond eight (8) feet from the side building line.

To keep the Towne South neighborhood looking attractive, fences of four (4) feet or less in height must be at least twenty-five percent (25%) open view. Privacy fences, defined as fences over four (4) feet in height, but not to exceed six (6) feet in height may be constructed so that they may not be seen through, or be less than twenty-five percent (25%) open view. No chain link fence can exceed four (4) feet in height.

In the event that any fence shall be permitted to deteriorate and/or become irreparable, the Board of Governors may, in it's discretion, repair or restore such fence and charge the cost of same to the then owner of such lot with lien filed if cost is not recovered.

K. No lot owner shall park any vehicle on any lot other than in a garage, or on a paved driveway. All trailers, regardless of the payload, substance or material, or item(s) loaded upon the trailer, and regardless of whether such trailer is licensed or not, must be parked behind the front building line of the residence and on a paved slab. Additionally, no lot owner shall park any vehicle bearing a truck license plate allowing poundage in excess of 12,000 pounds or not in accordance with St. Louis County law other than in a garage in a manner such that it is not visible to the public or else on a driveway or a paved slab behind the front building line of the residence.

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However, in no case shall such vehicles be permitted to be parked on a driveway or a paved slab behind the front building line of the residence for a period of time in excess of six (6) hours per day between sunrise and sunset nor shall they be allowed to be so parked at all between sunset and sunrise. Any vehicle in public view shall bear appropriate current licensing.

No motor vehicle shall be displayed as being for sale in Towne South Subdivision and no vehicle shall be parked or displayed therein bearing a "For Sale" sign or other sign indicating that said vehicle is being offered for sale.

L. With respect to any corner lot, there shall be no shrubbery, trees, flowers, vegetation, walls and fences greater than two (2) feet in height within a triangular area bounded by the property lines on each street and a line connecting said property lines, fifty (50) feet from the intersection thereof or in a case where the intersection is rounded fifty (50) feet from the point where a straight projection of property lines would intersect; provided, however, that tree branches or boughs may overhang such area so long as they do not extend lower than seven (7) feet from the ground.

In the event of violation of this restriction, the Board of Governors, their agents, servants and employees shall have the absolute right to enter upon the lot involved and remove, trim, cut or destroy any shrubbery, trees, other vegetation or other structures or obstacles in violation of this restriction.

M. No signs, advertisements, billboards of advertising structures of any kind may be erected or maintained on any of the lots on the land subject now or in the future hereto except for the erection and maintenance of not more than one advertising board on each lot, said advertising board not to be more than five (5) square feet in size and used for the sole and exclusive purpose of advertising for sale or lease the lot or tract for which it is erected.

N. Slope control areas are reserved as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other material 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, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements on them shall be maintained continuously by the owner of the lot, except for those improvements for which a

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public authority or utility company is responsible.

O. Nothing shall be parked or stored on common property. Homeowners may not mow grass, trim trees, plant, provide maintenance, etc., on common property without the written consent of the majority of the Board of Governors on an annual basis. The Board of Governors reserves the right to revoke such consent.

P. Any satellite dish, or any exterior antenna of any type, must conform to County Ordinances and must meet with the approval of the Board of Governors.

Q. That each and every lot owner shall have the affirmative duty to keep their lot or lots and all improvements thereon up to the standards as set forth by ordinance of St. Louis County or by any building code that has been adopted by St. Louis County as well as all requirements set forth in these Indentures, whichever is more restrictive. The Board of Governors shall have the power to enforce these standards in their own name.

ARTICLE VI.
ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), for the said Board of Governors in behalf of or for the benefit of themselves or any of said owners or for any agent or agents chosen by the property owners aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of said parcels of land, or any part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Party of the First Part or against its heirs, executors, administrators and assigns, unless it, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant or covenants embracing such parcel or part thereof. It is and is hereby declared to be the intention that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land in said area and to and with all titles, interest and estates in same, and be binding upon every owner or owners, lessees and their occupants, or any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

The restrictions herein contained and the provision of this Indenture are to be construed independently, and in the event one or more of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions of this Indenture shall not be thereby impaired or affected. Should the Board of Governors file suit in equity or at law to enforce one or more covenants,

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restrictions or Indentures and should they prevail, wholly or in part, the offender shall be liable to reimburse the Board of Governors for their reasonable attorneys' fee.

ARTICLE VII.
DURATION, AMENDMENT, MODIFICATIONS

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for seventy-five (75) years from the date of the Indenture and shall, as then in force, be continued automatically, without further notice, for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, notice is given to the Board of Governors by two-thirds (2/3) of the owners of lots platted on the land then subject hereto of their intention to terminate this Indenture, in which event same shall be terminated and ended at the end of such period.

It is further expressly agreed and understood that any modification; amendment, change or elimination of any one or more of the lots or part or parts thereof may be made at any time by the written consent of two-thirds (2/3) of the owners of the lots in the land subject hereto, subject to the approval of a majority of the then Board of Governors.

ARTICLE VIII.
ADDITIONAL LAND MAY BE MADE SUBJECT HERETO

A majority of the Board of Governors may render other land subject to and subservient to this Indenture in all respects provided that such land is contiguous to, adjoins, or is adjacent to land that is currently encompassed by this Indenture. This power may be exercised by executing and delivering to the Board of Governors a supplement stating:

(a) A description of the land to be added to that subject and subservient to this Indenture.

(b) A statement that the Board of Governors is the owner in fee simple of such land; or, in lieu thereof, all other persons, firms or corporations having an interest in such land to be added, may join in such supplement.

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(c) The supplement shall be recorded at the Office of the Recorder of Deeds for St. Louis County subsequent to its presentation to the Board of Governors.

Following the execution, delivery and recording of such supplement, but subject to its terms, such land to be added and the then or future lot owners thereof shall in all respects be fully subject to this Indenture and all rights, privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions, including but not limited to the right to serve as and elect members of the Board of Governors and to the payment of assessments as though said land had originally been included in and subject to this Indenture, without exception or qualification of any nature or description.

The Declaration & Restrictions, Indenture Creating Home Owners' Association and Establishing Restrictions of Towne South Subdivision is recorded in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri, for the following Plats:

Plat 01: Book 4825, page 580;	Plat 02: Book 4861, page 230;
Plat 03: Book 5188, page 29;	Plat 04: Book 5217, page 289;
Plat 05: Book 5464, page 512;	Plat 06: Book 5679, page 269;
Plat 07: Book 5998, page 385;	Plat 08: Book 6242, page 549;
Plat 09: Book 6255, page 542;	Plat 10: Book 6255, page 547;
Plat 10A:Book 6334, page 39;	Plat 11: Book 6336, page 565.