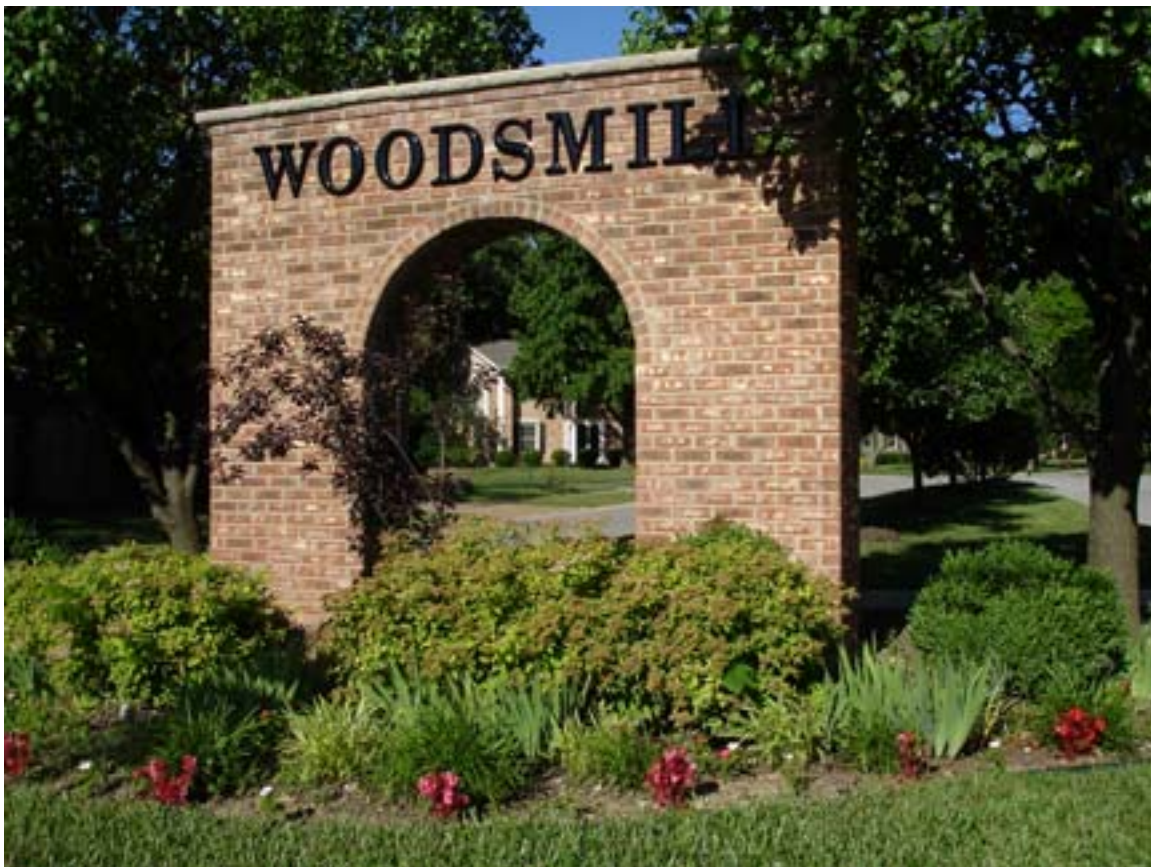


# THE WOODSMILL SUBDIVISION



## **INDENTURES**

Fourth Amendment  
Dated November 18, 2005

# **CONSOLIDATED INDENTURE OF RESTRICTIONS OF WOODSMILL SUBDIVISION<sup>1</sup>**

## ***WITNESSETH:***

### **ARTICLE I Designation and Selection of Trustees**

1. The Trustees who are serving at the effective date of the Fourth Amendment (November 18, 2005) shall continue to serve as such for the continuance of their terms as provided by the Indenture of Restrictions of Woodsmill Subdivision (“Indenture”).
2. The Subdivision shall continue to be divided into five (5) zones as shown on the plan previously attached to the First Amendment with one (1) Trustee being elected for each zone. A Trustee shall be a resident of the zone which he represents.
3. On the first Thursday in December of each year there shall be an annual meeting of lot owners to be held at the Subdivision clubhouse commencing at 8:00 p.m. on said date for the purpose of electing those Trustees whose terms expire in that year and to conduct such other business as may properly come before the meeting. Each Trustee so elected at the annual meeting of the Subdivision shall serve for a two (2) year term or until his successor shall be duly elected and shall qualify.
4. In the event of the death, resignation, disability or refusal to act of any Trustee, or if such Trustee shall not own at least one (1) lot in the Subdivision, or shall fail to discharge his duties or avail himself of or exercise the rights and powers herein granted as Trustee, it shall thereupon be the duty of the remaining Trustees to appoint a successor Trustee or Trustees to act until the next annual meeting or special meeting of the lot owners at which meeting a new Trustee or Trustees shall be elected to serve out the expired term. The successor Trustee or Trustees shall thereupon be vested with and possess and enjoy all the estate, rights, interests, privileges, powers, duties and liabilities by this Indenture granted to the original Trustees.
5. At any annual meeting held hereafter for the purpose of electing Trustees, or at any special meeting duly called, ten (10) lot owners shall constitute a quorum for the purpose of conducting business at such meeting. The lot owners may appear at all meetings in person or by written proxy and each lot owner shall be entitled to one (1) vote for each full lot he may own for each Trustee to be elected. The persons receiving the highest number of votes shall be elected from each zone. A Trustee may only be elected to

represent the zone in which he resides, however, a lot owner shall not be restricted to only vote for the Trustee in which zone he resides, but may vote for any one (1) or more of the Trustees running for election from any zone. Three (3) persons appointed by the then acting Trustees shall serve as chairman, assistant chairman and secretary, respectively, at such meeting and shall serve as judges of the election. Their decision by majority vote in any manner concerning the validity of any ballot cast or any other matter pertaining to the conduct of the election, including the count of the votes, shall be binding on all parties; such persons shall certify the results of the election and their certification shall be acknowledged and recorded.

6. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of the lot owners called in conformity with the procedures described above. The Trustees may call special meetings of the Subdivision residents to discuss any business relevant or pertinent to the affairs of the Subdivision. Written notice of the time of such meeting, which shall be held at the Subdivision clubhouse shall be given at least fourteen (14) days prior to the meeting, and such notice shall include a description of the purpose for which such meeting is called and such business, and no other, shall be by ordinary mail and certified thereto by the secretary of the Trustees. All meeting shall be conducted pursuant to Robert's Rules of Order.

## **ARTICLE II** **Trustees' Duties and Powers**

The powers and duties of the Trustees shall be as follows, to-wit:

1. To exercise such control over the easements, streets and roads, entrances, lights, gates, common ground, shrubbery, storm water sewers, sanitary sewers, trunks and lateral lines and pipes, as may b shown on the recorded plat of plats of the Subdivision, excepting those easements which are now or may hereafter be dedicated to the 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 others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on the plat or plats of the Subdivision.
2. To exercise control over the common ground as shown on the recorded plats of the Subdivision; to maintain and improve same with shrubbery, vegetation, decorations, buildings, park areas, playgrounds, ball fields, recreational facilities of any kind or description, other structures and any and all other types 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, including but not limited to the erection, development, maintenance and improvement of tennis, swimming and club facilities, 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 negotiate any required or useful utility easements for sewers or other uses across or through said common land; any payment received for such easement shall be deposited or invested by the Trustees and used for such purposes as regular assessments hereinafter provided.

3. To prevent as Trustees of an express trust, any infringement 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 the Trustees covering the use of the 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 in his own behalf, but the power and authority herein granted to the Trustees is indented to be discretionary and not mandatory.
4. To clean up rubbish and debris, remove grass and weeds from and to trim, cut back, remove, replace, and maintain trees, shrubbery and flowers upon any vacant, neglected or lost property, and the owners thereof may be charged with the reasonable expense(s) so incurred. The Trustees, their agents, servants or employees shall not be deemed guilty of liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.
5. Before any building, structure, fence, detached building, outbuilding, accessory building, swimming pool or tennis court shall be constructed upon any of the lots in the Subdivision, or before there shall be any addition to any such building or alterations in the external appearance of buildings already constructed, plans and specifications shall be submitted to the Trustees in writing for their approval, and the Trustees shall have the right and power to approve or reject any or all such plans and specifications if they fail to conform to the general character of other property in the Subdivision or should they in any way be obnoxious, and no such building, structure, fence, detached building, outbuilding, accessory building, swimming pool or tennis court shall be constructed, altered or an addition made thereto without the prior written approval of the Trustees. The Trustees shall promptly consider such plans and specifications and shall notify the proponed thereof in writing of the rejection or approval thereof. The Trustees shall use their best discretions to maintain appropriate character of buildings and structures in the Subdivision and to establish and determine minimum costs applicable to buildings and additions to be constructed upon said lots, which minimum costs from time to tome be subject to revision so long as the size, quality, type or residence to be constructed shall be fairly uniform in character as compared with existing buildings. Notwithstanding any provision herein to the contrary, the consent by the Trustees to the construction of, addition to or alteration of any particular or existing building, outbuilding, accessory building, fence, swimming pool or tennis court, as the case may be, shall not be deemed a waiver of the of the right of Trustees to approve or reject pans and specifications proposed by other lot owners at other times in respect of similar proposed construction, addition or alterations.

6. To require a reasonable deposit in the sole discretion of the Trustees in connection with the proposed construction, addition to or alteration of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that said project will be completed and upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to improvements in the Subdivision shall be repaired. No deposit paid hereunder shall bear interest. Any deposit not applied by the Trustees hereunder shall, upon completion of the project, be promptly refunded to the homeowner posting such deposit. If upon notice to the owner of any such lot upon which said improvements are to be or have been constructed to complete the same and/or to remove such debris and repair any damages and the owner failing to do so then such deposit or part thereof which may be necessary may be devoted to such purposes. If the deposit required hereunder is insufficient to effectuate the completion of such project and/or the removal of such debris and repair any damages, the Trustees shall have the right to pay such sums as may be necessary to complete such project and/or to remove such debris and/or repairs, as the case may be, and to bill the owner for the same and if the owner shall fail to pay the same, the Trustees shall have the right to impress a lien upon the lot upon which such construction, addition or alteration was made for any such money so advanced in the same manner as a lien may be by imposed upon failure of an owner to pay an assessment hereunder.
7. The Trustees in exercising the rights, powers and privileges herein granted to them and in their discharge of the duties imposed hereunder by these presents, may from time to time enter into contracts, employ agents, servants and such labor as they deem necessary, and they may employ counsel to institute and prosecute such suits as they deem necessary or advisable, and to defend suit brought against them individually or collectively in their capacity as Trustees and to pay therefore out of the proceeds of assessments to be made by them as hereinafter provided.

### **ARTICLE III** **Assessments**

1. The Trustees and their successors are authorized to make uniform assessments, subject to the limitations hereinafter stated, in each year upon and against the several lots or parcels of land as said Subdivision for the purpose of carrying out any and all the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately, to maintain, 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 annual assessment made pursuant to this paragraph for the years 2005 through 2009 shall be One Hundred Twenty Dollars (\$120) per lot. The annual assessment shall increase at the rate of Five Dollars (\$5) per lot per each five (5) year period beginning in

2010 and continue to increase by the same amount for each five (5) year period thereafter, subject to a maximum of One Hundred Fifty Dollars (\$150) per lot. For example, and without limitation, the annual assessment for the years 2010 through 2014 inclusive shall be One Hundred Twenty-Five Dollars (\$125) per lot; the annual assessment for the years 2015 through 2019 inclusive shall be One Hundred Thirty Dollars (\$130) per lot. The amounts set out above are maximum assessments, and the Trustees, in their discretion, shall have the authority to assess a lesser amount in any particular year.

2. If at any time, or from time to time, the Trustees shall consider it necessary to make any expenditure requiring an assessment in addition to the annual assessment provided hereunder, they shall submit in writing to the owners of lots in the Subdivision for approval an outline of the plan for the project(s) contemplated and the estimated amount(s) required for completion of the same and the total assessment(s) required. If such project(s) and the assessment(s) so stated be approved either at a meeting provided with the reference to the election of Trustees by a two-thirds (2/3) majority vote of those present in person or by proxy; or, by written consent of the owners of one-half (1/2) or more of the lots in the Subdivision, the Trustees shall notify all owners of lots in the Subdivision of the additional assessment. The dollar limitation on annual assessments contained in paragraph 1, Article III hereof shall not apply to any special assessment made under the provisions of this paragraph 2, Article III.
3. All assessments, either annual or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedures, to-wit:
  - A. A notice of all assessments shall be given by mail addressed to the last known or usual post office address of the holder of legal title to each lot and deposited in the United States mail with postage prepaid, or notice may be given by posting a brief notice of assessment upon the lot itself.
  - B. Every assessment shall become due and payable within thirty (30) days after notice is given as provided hereunder. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) 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 Trustees may, in addition, execute and acknowledge an instrument reciting the levying of the assessment with respect to any one (1) or more lots and cause the 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 (1) or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) 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 payment made on account of assessments.

- C. Except as otherwise provided, no assessments shall be made except upon resolution duly adopted by a majority of the Trustees at a meeting of the Trustees, which resolution shall be incorporated into and made part of the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.
  - D. The Trustees are authorized to accept and expend in their discretion any contribution in addition to the assessments that may be made for the purpose of these restrictions by any lot owner or others.
4. The Trustees shall collect, hold, manage, invest or reinvest the funds coming into their hands as Trustees as would a prudent man of discretion and intelligence who is seeking a reasonable income and the preservation of his capital without reference to the statutes relating to permissible investments by fiduciaries; provided, however, nothing contained herein shall prevent the Trustees from holding or depositing all or a part of funds coming into their hands in non-interest bearing checking accounts.

#### **ARTICLE IV** **Restrictions**

1. **RUNNING WITH THE LAND.** This Indenture shall be filed with 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 all present and future owners of lots in the Subdivision and upon all persons and corporations claiming under the parties hereto and all present and future lot owners for a period of thirty (30) years from the date this Indenture is 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 these covenants in whole or in part.
2. **LAND USE AND BUILDING TYPE.** No lot shall be used except as a single-family dwelling for residential purposes. No Structure (as defined below) except for one (1) detached single-family dwelling and one (1) private attached garage shall be erected, altered, placed or permitted to remain on any lot. The minimum finished livable area of each such dwelling determined at the time of construction shall be no less than the finished livable square footage of the previous dwelling on any lot. Any garage and /or basement or other unfinished area of the dwelling shall not be considered as part of the livable area. The minimum retail appraised value of each such dwelling, whether constructed on a previously unimproved lot or constructed in place of a "torn down" prior dwelling, excluding the cost of the lot, shall be not less than One Hundred Sixty Thousand Dollars (\$160,000).

3. **ARCHITECTURAL CONTROL.** No structure, dwelling, garage or any modification (collectively "Structure") thereto shall be erected, placed or its external appearance altered on any lot until the architectural/engineering/construction plans and specifications together with a spot survey, or equivalent, showing the location of the Structure shall have been submitted to the Trustees at any scheduled meeting and approved in writing by a majority of the Trustees as to quality of workmanship and materials, harmony of external design with existing Structures, location with respect to lot boundaries, topography, finish grade elevation and such other related matters at the Trustees may reasonably, fairly and equitably determine. It shall be the duty of the Trustees in connection therewith to cause all Structures in the Subdivision to conform in quality and architectural design to standards calculated to preserve the Subdivision as a desirable residential area. No fence, hedge or mass planting (collectively "Fence") shall be erected, placed or altered on any lot nearer to any street than the minimum setback line. The Trustees shall respond to any written request made by a lot owner for construction or modification of any Structure or Fence within forty-five (45) calendar days from the date of receipt of such request that has been properly submitted at any scheduled meeting of the Trustees.
4. **BUILDING LOCATIONS.** No Structure shall be located on any lot closer to the front lot line(s) or closer to the side street line(s) than the minimum building setback line shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of the Structure; provided however, that this shall not be construed to permit any portion of a Structure on one (1) lot to encroach upon another lot.
5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) 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 installations and maintenance of utilities or may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water to drainage channels in the easements. The easement area on 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.
6. **NUISANCES.** No obnoxious, noxious, or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, whether temporarily or permanently.
8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot or on any vehicle parked on any lot or in front of any lot except one (1) sign of not more than five



- (5) square feet advertising the property for sale. Notwithstanding the foregoing, the owners of a lot may advertise a garage sale by erecting one (1) sign of not more than five (5) square feet which sign shall not be posted on any lot in excess of twenty-four (24) hours. The Trustees shall, in their sole discretion, have the right to dispense with the provisions hereunder in respect of sign limitations and any such dispensation shall not be deemed a waiver on the part of the Trustees' right to enforce such provisions in the future.
9. **LIVESTOCK AND POULTRY.** No pigeons, poultry, cattle, hogs, rabbits, wild animals or other animals excepting normal and reasonable number of dogs and cats may be kept on any lot except with the written permission of the Trustees and such permission, if granted, shall be revocable at the discretion of the Trustees. No animals shall be raised or bred on any lot for commercial purposes.
  10. **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.
  11. **SEWAGE DISPOSAL.** No individual sewage disposal system or septic tank shall be permitted on any lot.
  12. **RESUBDIVISION OF LOTS.** No lot shall be resubdivided nor shall a fractional part of any lot be sold.
  13. **SLOPE CONTROL AREAS.** 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, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. 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 a public authority or utility company is responsible.
  14. **VEHICLE LIMITATIONS.** No recreational vehicle, including, but not limited to, motor homes, campers, trailers of any kind or description, boats or other vehicles or equipment having like or kindred purpose or use shall be kept on any lot in the subdivision where the same shall be continuously exposed to public view except in compliance with a permit issued by the Trustees which shall condition the grant of such permit upon the erection or construction of a suitable improvement, for the concealment of such vehicle in accordance with subparagraph 3 of this Article IV. No truck, or commercial vehicle shall be regularly parked in the streets, yards or driveways of any lots in the Subdivision.
  15. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular

area formed by the street or in the case of a rounded property corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. **LAND NEAR WATER COURSES.** No detached or outbuilding or any construction shall be placed or shall any material or refuse be placed or stored on any lots within twenty (20) feet of the property line of any part or edge of any open water source.
17. **FENCES.** No fences shall be erected on any lot in front of the building line or on any lot in an area adjacent to any common ground, and no fence may be erected without consent in writing of the Trustees. In the event any fence shall be constructed, it shall not be permitted to deteriorate or fall into disrepair, and the Trustees may in their discretion repair or restore such fence and charge the cost of same to the owner of such lot.
18. **RENTAL OF HOMES.** In the event that a lot owner desires to rent or lease his dwelling, such lot owner shall first notify in writing the Trustees of his intention to do so, and, if requested by the Trustees, shall provide a copy of the proposed rental agreement or lease, or, if none, then a written summary of any oral agreement for such arrangement and a copy of the City of Ballwin Occupancy Permit. In addition, before such owner permits any tenant to occupy the dwelling, such owner shall pay to the Trustees a cash deposit of Seven Hundred and Fifty Dollars (\$750) to insure that the subject lot and dwelling will be maintained in accordance with this Indenture. The cash deposit will be held by the Trustees and shall not bear any interest to the lot owner. If a lot owner should sell his dwelling or discontinue the rental or leasing of the dwelling, the Trustees shall refund any remaining balance of the cash deposit to the lot owner within thirty (30) days of receipt of written notice from the lot owner of the sale of his dwelling or discontinuation of the rental or leasing of the dwelling.

The cash deposit may be expended by the Trustees in their sole discretion to provide any necessary external repairs to the dwelling and to maintain the lot in accordance with this Indenture.

It shall be the lot owner's responsibility to maintain a cash deposit of Seven Hundred and Fifty Dollars (\$750) at all times during the term of such tenancy. Within fifteen (15) days of the date on which written notice is mailed to the lot owner by or on behalf of the Trustees, the lot owner shall remit to the Trustees the amount contained in such notice which is necessary to restore the cash deposit to Seven Hundred and Fifty Dollars (\$750).

Failure to provide and maintain such cash deposit shall be considered a material breach of the covenants of this Indenture, and will result in a lien being placed against such property in the same manner and to the same extent as provided for assessments in Article III of this Indenture. Any and all legal fees and related expenses pertaining thereto shall be borne in full by the lot owner.

**ARTICLE V**  
**General Provisions**

1. The Trustees shall appoint from among their number a chairman, treasurer and secretary. Full records of all receipts and disbursements shall be kept and retained and full and complete minutes of all of the meeting of the Trustees and lot owners shall at all times be kept. The treasurer shall have custody of the funds collected under this Indenture 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.
2. All rights, duties, owners, privileges and acts of every nature and description which the 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.
3. The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they deem necessary and proper.
4. The Trustees shall adopt such By-Laws as they shall determine to be necessary or appropriate for the conduct of their business as Trustees.
5. 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.
6. Any and all future tracts of land, platted as a part of Woodsmill Subdivision in St. Louis County, Missouri, shall be governed by the restrictions contained in this Indenture.
7. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore. In the event that at any time the Trustees shall refer any violation of the covenants to an attorney, the cost of engaging such attorney together with all costs incurred in enforcing the covenants, shall be deemed to be an additional assessment against such lot as provided hereunder, which said additional assessment can be collected and enforced the same as all other assessments recorded hereunder.
8. 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, 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 Trustees shall

be entitled to any compensation for services performed pursuant to this covenant. Nothing herein contained shall be deemed to limit or prevent any Trustee from being employed by the remaining Trustees to render services to the Subdivision in his professional capacity, i.e., a Trustee who is an accountant or attorney, as the case may be, may be employed by the Subdivision to render accounting services or legal services, etc., to the Subdivision without violating this Indenture; provided, however, that any Trustee who is sought to be employed in his professional capacity shall abstain from any vote by the remaining Trustees in respect of his engagement.

9. Invalidation of any one (1) of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. The Trustee who is denominated by the remaining Trustees as treasurer shall issue a financial report of the Subdivision for distribution at each annual meeting.
11. This Indenture and all of the provisions and restrictions herein contained shall continue in full force and effect as restrictions against all lots in the Subdivision for thirty (30) years from the date of certification, acknowledgement and recordation hereof by the Trustees as provided in Article IV and shall, as then in force, be continued automatically without further notice, for successive periods of ten (10) years each unless a written agreement to amend or cancel any or all of the provisions hereof is executed and acknowledged in accordance with the provisions of paragraph 12 of Article V hereof.
12. This Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by one hundred fifty-one (151) of the then record 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 all Indentures governing the Subdivision.

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<sup>1</sup> The original Indenture, First Amendment and Second Amendment were revoked and replaced by the Third Amendment. The Third Amendment was amended by the Fourth Amendment which has been recorded with st.louis county and becomes part of the indenture of restrictions for the woodsmill subdivision. This document is an informal compilation of all currently effective provisions from both the Third Amendment and the Fourth Amendment prepared for easy reference. For legal purposes, however, the operative documentation is and will continue to be the Third Amendment and fourth Amendment as recorded. This fourth amendment becomes effective on November 18, 2005. This Consolidated version has not been recorded.