



* 2009120200412 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: IND
GRANTOR: CLAYMOUNT DEVELOPMENT LLC
TO:
GRANTEE: BYRNE WESLEY J TR ET AL

PROPERTY DESCRIPTION: HUCKSTEP'S SUBDIVISION PT LOTS 4 & 5

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00412

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 23 pages, (this page inclusive), was filed for record in my office on the 2 day of December 2009 at 12:08PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

SDW2
Deputy Recorder



Janice M. Hammonds
St. Louis County, Missouri

Mail to:

TRUSTEES OF WEIDMAN MANOR
C/O WESLEY J BYRNE
26 PACLAND ESTATES DRIVE
CHESTERFIELD, MO 63005

Destination code: VC M

RECORDING FEE 87.00
(Paid at the time of Recording)

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Space Above Line Reserved For Recorder's Use

1. Title of Document: Indenture of Trust and Restrictions for Weidman Manor Subdivision

2. Date of Document: ^{2nd} December 2009

3. Grantor(s): Claymont Development, LLC, as First Party

4. Grantee(s) : Wesley J. Byrne, Shawna Byrne and Paul Oberle, as Trustees

5. Statutory Mailing Address(es):

Mailing Address
of Grantee(s): Trustees of Weidman Manor
c/o Wesley J. Byrne
26 Pacland Estates Drive
Chesterfield, MO 63005

6. Legal description: See Exhibit A annexed to the document.

7. Reference(s) to Book and Page(s): N/A

INDENTURE OF TRUST AND RESTRICTIONS FOR
WEIDMAN MANOR SUBDIVISION

THIS INDENTURE, made and entered into this 12 day of December, 2009, by and between CLAYMONT DEVELOPMENT, LLC, a Missouri limited liability company, of St. Louis County, Missouri, hereinafter referred to as "First Party," and WESLEY J. BYRNE, SHAWNA BYRNE, and PAUL OBERLE, all residents of St. Louis County, Missouri, hereinafter collectively referred to as "Trustees".

WITNESSETH:

WHEREAS, First Party is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and upon which said tract First Party desires to implement a planned community to be known as "Weidman Manor Subdivision"; and

WHEREAS, St. Louis County, Missouri has approved First Party's subdivision plat for Weidman Manor Subdivision (the "Subdivision"), and said subdivision plat has been recorded on even date herewith in Plat Book _____, at Page _____, of the St. Louis County, Missouri records (the "Subdivision Plat"); and

WHEREAS, certain easements have been reserved under the Subdivision Plat to the Trustees for the exclusive use and benefit of the residents of Subdivision, except that Weidman Manor Court and certain other easements have been dedicated to public bodies and agencies for the purpose of constructing, maintaining and operating a street, sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of the Subdivision; and

WHEREAS, First Party, being the owner of the entire Property, may from time to time to encumber and/or dispose of the whole or parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said Property, subdivided as aforesaid, as a restricted neighborhood and to protect the same against certain uses by the adoption of this Indenture, and to apply the plan contained in this Indenture to all of said land described herein, including all common land (if any), and mutually to benefit, guard and restrict future residents of Weidman Manor Subdivision and to foster their health, welfare, and safety; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, all of which are sometimes hereafter termed "restrictions", are jointly and severally for the benefit of all persons who may purchase, hold or reside upon any real estate constituting part of the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto, each to the other, the parties hereto hereby subject the Property to the terms and conditions hereof and COVENANT AND AGREE to and with

each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to, or otherwise hold through them, together with their heirs, successors or assigns, any of the Lots of Weidman Manor Subdivision, all as hereinafter set forth, to-wit:

ARTICLE I
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Control Committee" shall have the meaning set forth in Article VI hereof.

2. "Common Ground" or "Common Land" or "Common Property" (or the plural of any thereof), including open spaces, recreational areas, or other common grounds, shall mean and refer to easements and fee simple real property held by the Trustees for the common use and enjoyment of the Owners, including, without limitation, parks, open spaces, lakes, playgrounds, paths, walkways, private streets, medians, cul-de-sac islands, stormwater and sanitary sewers, drainage facilities (including retention basins), and other such facilities. Nothing hereinabove contained, however, shall be deemed a representation that any of the enumerated facilities are or will be included in Weidman Manor Subdivision or that any such facilities will be constructed upon Common Ground. The Common Ground shall be held for the sole benefit, use and enjoyment of the Owners, present and future, of the entire Subdivision as amended from time to time, and no Owner shall have the right to convey his interest in the Common Ground (as constituted from time to time pursuant to the terms of this Indenture), except as an incident of the ownership of the Owner's Lot. Notwithstanding the foregoing, in the event a majority of the Owners attending (in person or by proxy) a duly called meeting of the Owners at which a quorum is present (as set forth in Section 3 of Article IV hereof) authorize use of the Common Ground by residents outside of the Subdivision, the Common Ground may be used by residents outside the Subdivision as so authorized by the Owners. If residents outside the Subdivision are permitted to use the Common Ground as aforesaid, the following provisions shall apply in connection therewith:

(i) No resident of the Subdivision shall be denied the use of the open space, recreational facilities, or other Common Ground for any reason related to the extension of such privilege to non-residents of the Subdivision;

(ii) All rules and regulations promulgated pursuant to this Indenture with respect to residents of the Subdivision shall be applied equally to such residents;

(iii) All rules and regulations promulgated pursuant to this Indenture with respect to non-residents of the Subdivision shall be applied equally to such non-residents; and

(iv) At any time after recording of this Indenture, the majority of the Owners attending (in person or by proxy) a meeting of the Owners duly called as aforesaid, at which meeting

a quorum of Owners is present, may elect to allow or disallow usage of the open space, recreational facilities, or other Common Ground by non-residents of the Subdivision.

In connection with the extension of the use of the Common Ground to residents outside the Subdivision, the Trustees hereunder shall be empowered to cooperate and contract with such non-residents, or the Trustees of the subdivisions of such non-residents, to the extent authorized by the Owners as aforesaid and subject to the terms and conditions hereinabove set forth. In addition, notwithstanding the foregoing provisions, in the event any specific easements or other rights are expressly created by the Trustees or Owners as aforesaid for the benefit of any non-residents, the Trustees or Owners shall not change or adversely affect any such vested easements or other rights so created (except as may be permitted in the governing instrument).

3. "First Party" shall mean and refer to CLAYMONT DEVELOPMENT, LLC, and its successors and assigns, including any builder or developer who purchases substantially all of the remaining vacant Lots in the Subdivision for the purpose of building single-family detached residences thereon for sale to third persons.

4. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Weidman Manor Subdivision, as from time to time amended.

5. "Lot" shall mean and refer to any plot of land, with the exception of common ground, shown on the recorded Subdivision Plat of the Property.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but (i) excluding those persons or entities having interests as security for the performance of an obligation and (ii) excluding First Party.

7. "Trustees" shall mean and refer to those persons designated in the preamble to this Indenture, and their successors and assigns as appointed or elected in accordance with the provisions of ARTICLE IV hereof.

ARTICLE II DURATION OF TRUST

The Indenture of Trust herein created shall continue until terminated pursuant to the terms of Section 10 of Article X hereof, after which period of time the Common Property and the easements held by the Trustees shall vest in the then record Owners of all Lots constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision Plat, and any conveyance or change of ownership of any Lot shall convey with it ownership in the Common Property and easements, such that none of the Owners of Lots and none of the owners of the Common Property and easements shall have such rights of ownership as to permit them to convey their interests in the Common Property and easements except as an incident to the ownership of Lots, and any sale of any Lot shall carry with it, without specifically mentioning it, all the incidents of ownership of the

Common Property and easements; provided, however, that all of the rights, powers and authorities conferred upon the Trustees shall continue to be possessed by said Trustees. For and during the duration of this Indenture, every conveyance or change of ownership of any Lot shall be subject to the terms of this Indenture and the terms of the Subdivision Ordinance of St. Louis County, Missouri.

ARTICLE III
RESERVATION OF EXPENDITURES

First Party 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 for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or other fees, charges and expenses incurred with respect to the Property.

ARTICLE IV
DESIGNATION AND SELECTION OF
TRUSTEES AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be **Wesley J. Byrne, Shawna Byrne and Paul Oberle**, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Trustee or a successor Trustee appointed by First Party pursuant hereto resign (except pursuant to the provisions of the following paragraph), refuse to act, become disabled, or die, or should First Party remove any such Trustee pursuant to the removal provision hereinafter set forth, First Party shall have the power to appoint, by duly written, recorded instrument, a successor Trustee who shall serve until his successor is elected or appointed as herein provided. First Party may remove any original Trustee or successor Trustee appointed by First Party by providing written notice of removal to the Trustee to be removed, such removal to be effective upon First Party's appointment of a successor Trustee as hereinabove set forth.

2. Election of Trustees. Promptly after fifty percent (50%) of the total Lots authorized to be developed by the Subdivision Plat for Weidman Manor Subdivision have been sold and conveyed for residential use, First Party shall cause the resignation of one of the Trustees consisting of the original Trustees and any successor Trustees appointed by First Party, and a successor Trustee or Trustees shall be elected by the then Owners, who shall serve until such time as all of the total authorized Lots have been sold and conveyed for residential use; provided, however, if the successor Trustee elected by the Owners shall resign, refuse to act, become disabled, or die prior to the sale and conveyance of all authorized Lots for residential use, the then Owners shall elect a successor Trustee to finish such incomplete term (and the Owners shall elect additional successor Trustee(s) in like fashion if so required). Promptly after ninety-five percent (95%) of such authorized Lots have been sold and conveyed for residential use, First Party shall cause the resignation of another one of the Trustees consisting of the original Trustees and any successor Trustees appointed by First Party, and the Owners shall thereupon elect a successor Trustee, who shall serve until such time as all of the

total authorized Lots have been sold and conveyed for residential use; provided, however, if the successor Trustee elected by the Owners shall resign, refuse to act, become disabled, or die prior to the sale and conveyance of all authorized Lots for residential use, the then Owners shall elect a successor Trustee to finish such incomplete term (and the Owners shall elect additional successor Trustee(s) in like fashion if so required). Upon the sale and conveyance of all of such Lots, all of the Trustees then serving hereunder shall resign, whether original Trustees, appointed Trustees or elected Trustees as hereinabove provided, and the then Owners shall elect a like number of successor Trustees, one-third (1/3) of which shall be elected to serve for one (1) year, one-third (1/3) of which shall be elected to serve for two (2) years, and one-third of which shall be elected to serve for three (3) years from the date of election. Thereafter, all Trustees shall be elected for staggered terms of three (3) years each.

3. Manner of Conducting Elections; Meetings of Owners. All elections by Owners shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by two (2) such Owners, sent by mail to or personally served upon all Owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and place of meeting which shall be in St. Louis County, Missouri. At such meeting, or at any adjournment thereof, the majority of the Owners attending such meeting who are entitled to vote upon the election of Trustees as provided in Section 2 of this Article IV, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Owner entitled to so vote, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the owner constitutes more than one person or entity, shall be cast as they among themselves shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of such election shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Property, including (subject to First Party's rights under Section 1 of this Article IV) removal and replacement of one or more Trustees, may be transacted at any meeting of Owners called in conformity with the procedure described above. A majority of the Owners entitled to vote as aforesaid shall constitute a quorum for the purpose of electing Trustees and a majority of all Owners shall constitute a quorum for the purpose of conducting any other business coming before a meeting.

4. Qualification of Trustees; Vacancies. Any Trustee elected or appointed under the provisions of Sections 3 or 4 hereof shall be (except in the case of an appointment by the County Council of St. Louis County, Missouri) an Owner in the Property who is not delinquent in the payment of assessments hereunder, or an officer or agent of a corporate Owner who is not delinquent in the payment of assessments hereunder. If such Owner sells his or her Lot or becomes delinquent in the payment of assessments hereunder, or if such Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint a person, qualified as aforesaid, to act as Trustee for the unexpired portion of the term of the Trustee no longer acting or qualified to act. Where the provisions of this Indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees, the County Council of St. Louis County, Missouri may upon the petition of any concerned resident or Owner in the Property appoint one or more Trustees to fill the vacancies until such time as Trustees

are selected in accordance with this Indenture. Any person so appointed who is not a resident or Owner within the Property shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

5. Right of Owners to Vote on Rules and Regulations. The Trustees shall, thirty (30) days prior to the effective date of any rules or regulations adopted pursuant to authority granted in Article V, Section 10 hereof, give written notice to all Owners in the Property specifying the rules or regulations so adopted and the effective date therefor. Two (2) of the Owners of Lots shall have the right, by written notice to the Trustees, to cause a meeting of all Owners to be called by the Trustees, the purpose of which shall be to vote upon such rules or regulations. The provisions of Section 3 of this Article IV shall apply to any meeting so called. No rule or regulation shall take effect prior to the completion of such meeting, or, if no meeting is scheduled as hereinabove provided, prior to thirty (30) days after the giving of notice as herein provided.

ARTICLE V
TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers and authorities described throughout this Indenture and the following rights, powers and authorities:

1. Acquisition/Adjustment of Common Property and Easements. To acquire and hold the Common Property and easements in accordance with and pursuant to the Subdivision Plat of Weidman Manor Subdivision and in accordance with and subject to the provisions of this Indenture, and to deal with any such Common Property and easements as hereinafter set forth. The Trustees shall have the power and authority to adjust the amount and property lines of the Common Property and easements set forth in the Subdivision Plat, by appropriate deeds, plats, or other instruments, all as may be determined by the Trustees in their sole discretion and provided approval of same is obtained from St. Louis County, Missouri.

2. Control of Streets, Sewers, etc. To exercise such control over the streets, roads, and sidewalks (except for those streets, roads, and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, park areas, lakes, cul-de-sac islands, medians, entrance markers, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, disposal and treatment facilities, Common Ground and easements as may be shown on the Subdivision Plat of the Property, and/or as are intended for the common use and enjoyment of the Owners, as is necessary to maintain, repair, rebuild, supervise and ensure the proper use of said streets, roads, etc., by the necessary public utilities, the Owners and others, including the right (for themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said streets, roads, etc., any necessary or desirable sewers, pipes, poles, wires and other facilities and utilities for services to the Lots, and the right to establish traffic rules and regulations for the use of driveways and private streets (if any) in the Property. Without limiting the generality of the foregoing, First Party, as the owner of the Property on the date of the execution of this Indenture, does hereby confer upon and delegate to the Trustees the right, power, authority and

responsibility to construct, maintain, repair and replace the subdivision monument and the landscape island (located in Weidman Manor Court), and the costs thereof shall be assessable against the Owners under the terms of ARTICLE VIII hereof.

3. Control and Maintenance of Common Property and Easements. To exercise control over the Common Property and easements held by the Trustees, including all easements for the exclusive use and benefit of the residents of the Property, and to pay real estate taxes and assessments on Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property and easements with shrubbery, vegetation, decorations, buildings, 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, all in conformity with applicable laws; to repair, rebuild, supervise, and ensure the proper use of the Common Property and easements; and to prescribe by reasonable rules and regulations, the terms and conditions of the use of Common Property and easements, all for the benefit and use of the Owners and according to the discretion of the Trustees.

4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency or body.

5. Easements. To grant easements for public streets, private ingress and egress, sewers and utilities on, under and over the Common Property.

6. Enforcement. To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Property and easements, or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

7. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon, any vacant or neglected Lots in the Property, and the Owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their agents or employees shall not be deemed guilty or liable for any manners of trespass or any other act or for any injury, abatement, removal or planting.

8. Plans and Specifications. As more specifically provided in ARTICLE VI hereof, to consider, approve or reject any and all plans and specifications (i) for any and all buildings or structures, fences, outbuildings, accessory buildings, swimming pools, tennis courts, satellite dishes, exterior television, radio or other antenna, and any other structures proposed for construction and erection in the Property, (ii) for proposed additions to buildings, or (iii) for alterations in the external appearance of buildings already constructed.

9. Deposits. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, accessory building, swimming pool, tennis court, satellite dish, exterior television, radio or other antenna, or any other structure in the Property in order to provide that, upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to Subdivision improvements shall be repaired.

10. Rules and Regulations. Subject to the terms of Article IV, Section 5, hereof, to establish rules and regulations for the operation of the recreational facilities, if any, provided in the Common Property or easements; to employ personnel to supervise and operate the same. The regulations for the Common-Property and easement facilities shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for such guests. The Trustees may also establish traffic rules and regulations for the use of driveways and private streets (if any) in the Property.

11. Insurance. To Purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, (i) errors and omissions insurance protecting the Trustees, (ii) fidelity or other bonds deemed appropriate by the Trustees, and (iii) property and liability insurance protecting the Trustees and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Property, the easements and related facilities.

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

13. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Property or easements for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said Common Property or easements.

14. Compliance with St. Louis County Ordinances. No right or power conferred on the Trustees under this Indenture for the purpose of complying with the provisions of the Ordinances of St. Louis County, Missouri, may be abrogated. For and during the duration of the Subdivision Plat of Weidman Manor Subdivision, every Lot, and every conveyance or change of ownership thereof, shall be subject to the terms of the Ordinances of St. Louis County, Missouri.

ARTICLE VI
ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after the conveyance of an improved Lot by First Party, no building, outbuilding, accessory building, fence, wall, swimming pool, tennis court, satellite dish, exterior television, radio

or other antenna, any improvement, or any other structure shall be commenced, erected or maintained thereon, nor shall any exterior addition thereto, removal of all or any part thereof, or exterior change or alteration thereof be made, unless and until plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and location in relation to surrounding structures and topography by the Trustees, or by an architectural committee composed of two (2) or more representatives appointed by the Trustees. Reference herein to "Architectural Control Committee" shall refer either to the aforesaid Committee, if appointed and constituted, or to the Trustees, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors and location within forty-five (45) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and these provisions will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

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

Nothing herein contained shall be construed to give any Owner the right to construct any improvement, building, or structure, even if arguably the design, materials, colors and location are in harmony with surrounding structures and topography. That is, the Architectural Review Committee may, in its discretion, disapprove the construction or erection of particular types of structures altogether, such as outbuildings, accessory buildings, satellite dishes and antenna.

The provisions of this Article VI shall not apply to or govern any original construction work, or any maintenance or repair thereof, performed by First Party or its agents and contractors.

ARTICLE VII
SEWERS AND DRAINAGE FACILITIES

The maintenance, repair and replacement of the sewers and drainage facilities shall be assumed, undertaken and allocated in the following manner:

1. **Trustees' Responsibility.** The Trustees shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, any detention or retention basins, and any other sanitary or storm sewers or other drainage facilities located on any Common

Property and servicing the Property, except to the extent said responsibility shall have been assumed by the St. Louis Metropolitan Sewer District or other appropriate governmental body or public utility.

2. Owners' Responsibility. Each Owner shall be responsible for the maintenance, repair, and replacement of the lateral sewage line or lines servicing such Owner's Lot.

ARTICLE VIII
ASSESSMENTS

1. General. First Party, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided for, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided for, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used (i) for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property, (ii) for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, (iii) for the maintenance, repair, and replacement of private streets (if any), sidewalks, entrances, monuments, lights, etc. intended for the common use and enjoyment of the Owners, (iv) for the acquisition, improvement, construction, reconstruction, maintenance, and operation of the Common Property and easements and all facilities thereon, including the entrance monument to the subdivision and the landscape island (located in Weidman Manor Court), including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacements and additions thereto, (v) for the cost of agents, labor, equipment, materials, management and supervision thereof, and (vi) for such other needs as they may arise. Furthermore, the assessments levied under this Article shall be used to ensure that the Common Property, easements and all facilities constructed thereon are maintained in compliance with the Ordinances of St. Louis County, Missouri and in such a manner that such Common Areas, easements and structures will remain attractive and useful to the Owners, and shall not be injurious to the health, safety, and welfare of residents of surrounding areas.

3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Six Hundred Dollars (\$600.00) per Lot. The Trustees may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Trustees may change the basis and maximum of assessments provided for herein

upon the approval of a majority of the Trustees and the assent of a majority of the votes of Owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Each annual assessment shall be levied prior to December 31st in the year prior to the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies by said December 31st. Each annual assessment shall be due on March 1st following and shall become delinquent if not paid by April 1st.

4. Recreational Facilities. In addition to the uniform annual assessment authorized in Section 3 hereof, the Trustees may, should a recreational facility and/or a swimming pool be located in the Property available for use by the residents of the Property, levy a uniform annual assessment against each Lot for maintenance and operation of such recreational facility and/or swimming pool; PROVIDED, HOWEVER, that no such assessment shall be levied until the facility and/or pool shall have been completed and no part of such assessment shall be expended in payment for the original construction. All Lots shall be liable for the aforesaid assessment, and non-use of said recreational facilities by the Owner of any such Lot shall not excuse or exempt said Lot from payment of such assessment. The assessment, if any, under this Section 4 shall be assessed and collected in the same manner as the assessments under Section 3 hereof.

5. Stormwater Facilities. In addition to the foregoing, the Trustees are authorized to make separate uniform annual assessments in a maximum amount of \$100.00 per Lot, per year, to be used exclusively for the purpose of (i) repairing, operating, and maintaining and (ii) establishing appropriate reserves for repairing, operating, and maintaining, the stormwater control facilities and related Common Ground and easements, including all underground and above ground facilities, pipes, and detention facilities used in connected therewith, and including access easements to such stormwater control facilities, Common Ground and easements (the "Stormwater Control Facilities and Easements"); PROVIDED, HOWEVER, that the separate powers granted to the Trustees by this Section 5 shall expire on December 31 of the calendar year following the acceptance for maintenance, by the St. Louis Metropolitan Sewer District or other appropriate governmental body or public utility, of the Stormwater Control Facilities and Easements. The assessment under this Section 5 shall be assessed and collected in the same manner as the assessments under Section 3 hereof.

6. Special Assessments. If any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Owners. If such assessment is approved, either at a meeting of the Owners called by the Trustees, by a majority of the votes cast in person and by proxy, or on written consent of a majority of the total votes, the Trustees shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except that

only those Owners who are not then delinquent in their assessments hereunder shall be entitled to vote. The limit on the annual assessments for general purposes as set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 6. Notice of any special assessment hereunder shall be given in the manner as set forth in Section 3 hereof, with such assessment becoming delinquent thirty (30) days after the date of such notice.

7. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

8. Interest and Liens. All assessments shall bear interest at the rate of two percent (2%) over the from time-to-time floating rate of prime interest charged by Bank of America, N.A., St. Louis, Missouri, or its successor in interest, to its best and most creditworthy customers from the date of delinquency until the date paid. Such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which it is assessed until the amount thereof, together with interest and collection costs, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge a written instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri, and thereafter may institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot) a release of said lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage company) mortgage or deed of trust now or hereafter placed upon any Lot with respect to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

9. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

- (i) All Common Property (if any) as defined in Article I hereof;
- (ii) All properties exempted from taxation under the laws of the State of Missouri; and
- (iii) Each Lot owned by First Party before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale).

10. Keeping of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in one or more federally insured bank accounts. The Trustee acting as treasurer hereunder

may, at the discretion of the Trustees, be bonded for the proper performance of his duties in an amount fixed by the Trustees.

11. Ordinance Compliance. Notwithstanding any other conditions herein contained, the Trustees shall make suitable provisions for (and shall have all necessary authority to make suitable provisions for) compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the Property may be a part, and for such purposes shall not be limited to the maximum assessments provided for herein. Specifically, and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, private roadways (if any), and easements.

12. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than First Party (or a builder within the definition of "First Party"), a contribution shall be made by or on behalf of such Owner to the working capital of the Subdivision in an amount equal to the greater of (i) One Hundred Fifty and 00/100 Dollars (\$150.00), or (ii) one-half of the annual per Lot assessment for that year. The amount to be contributed pursuant to this Section shall be in addition to, not in lieu of, the annual assessment, and shall not be considered an advance payment of such assessment.

13. Change of Ownership. Upon the conveyance of any Lot in the Subdivision other than a conveyance by First Party, the conveying Owner or grantee of such Lot shall give the Trustees written notice of such conveyance and pay the Trustees a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Trustees' expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 8 of this Article VIII.

14. Limitation of Rights of Delinquent Owner. For and during the period of their delinquency, any Owner who is delinquent in the payment of assessments hereunder shall not have the right to vote hereunder, the right to act as Trustee hereunder, or the right to use and enjoy any recreational facilities on the Common Property.

ARTICLE IX RESTRICTIONS

1. Building Use. No building or other structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.

2. Resubdivision. No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees; provided, however, that this restriction shall not apply to First Party. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be prorated between the resulting Lots.

3. Commercial Use. No commercial activities of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional, sales and construction activities by First Party, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

4. Nuisances. No obnoxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

5. Maintenance. Each Owner shall maintain and keep his Lot (including all areas or facilities exclusively reserved for such Lot) in good order and repair, and shall further do nothing which would be in violation of law. Except for flower gardens, vegetable gardens, shrubs and trees that are neatly maintained, all open areas of Lots (exclusive of Lots owned by First Party) shall be improved with lawns or other materials approved by the Architectural Control Committee. All lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four inches. Each Owner of a Lot shall be responsible for (a) removing any snow, ice or debris from any sidewalk located on his Lot and (b) maintaining all grassy strips adjacent to his Lot (or adjacent to sidewalks next to his Lot) and located in adjacent public rights of way, in the same manner as each Owner is required to maintain the lawns on his Lot. Each Owner shall repair, maintain, replace, or clear, at such Owner's sole expense, each and every gas, sewage, and water lateral line on or servicing his Lot in the Property.

6. Obstructions. There shall be no obstruction of any portion of the Common Property or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Property or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

7. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except that dogs, cats, or other household pets (except household pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are kept in a fully enclosed area or are leashed. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited.

8. Trucks, Boats, Etc. No tractors, trailers, trucks (including, without limitation, pick-up trucks, four-wheel drive or all-terrain vehicles, and other trucks of any kind), commercial vehicles, buses, wreckers, hearses, boats, motorcycles, jeeps, campers, house trailers, recreational vehicles, boats, boat trailers and trailers of any other description shall be permitted to be parked or stored on any street in the Property, or on any Lot, unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee, except, however, during periods of approved construction on any Lot and during periods of construction by First Party. No cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are abandoned or unable to move under their own power may be stored or suffer to remain upon any

part of the Property. No streets within the Property, or any portion of the Common Area or any Lot, shall be used for the maintenance or repair of any motor vehicle; provided, however, that this prohibition shall not extend to an Owner of a Lot who maintains or repairs a motor vehicle owned by him or members of his family within the confines of an enclosed garage.

9. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

10. Temporary Structures. No structure of a temporary character, trailer, camper, tent, recreational vehicle, shack, garage, barn or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently. All playground equipment and playhouses shall be placed on a Lot so as to not be visible from any Subdivision street, except with the approval of the Trustees.

11. Signs. No signs, advertisements, billboards, or displays of any kind may be erected, maintained, or displayed on any Lot, without the prior written approval of the Trustees, who shall have the right, in their sole discretion, to approve such signs as to form, size, and location, or to prohibit such signs; provided, however, that (i) nothing herein shall prohibit signs erected or displayed by First Party in connection with the development of the Property and the sale of homes therein and (ii) each Owner may erect or display one (1) sign, not larger than three (3) feet square, advertising the Owner's Lot for sale.

12. Garbage. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above-ground receptacle is approved by the Architectural Control Committee.

13. Utility and Drainage Easements. Easements and/or Common Ground for installation and maintenance of utilities and drainage facilities may be reserved on the recorded plat(s) of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements/Common Ground, or which may obstruct or retard the flow of water through drainage channels in the easements/Common Ground.

14. Mineral Exploration. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in the boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

15. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip, without the written approval of St. Louis County, Missouri
16. One Residence per Lot. Only one residence may be erected on any Lot.
17. Firearms, Etc. No firearms, pellet or B.B. guns, fireworks, or other pyrotechnic devices shall be discharged in any part of the Property.
18. Overnight Parking in Street. No vehicle of any kind shall be parked overnight on any street within the Subdivision.

ARTICLE X
GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture for the Property:

1. Enforcement. 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 covenants and may be brought to restrain any such violation and/or to recover damages therefor together with reasonable attorney's fees and court costs.
2. Actions by Trustees. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of said Trustees. During such times as the Trustees are comprised of two persons, acts of the Trustees shall require the approval of both of the Trustees. No Trustee shall be held personally responsible for his wrongful acts or mistakes of fact or errors of judgment made in good faith, and no Trustee shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. A Trustee may be held responsible for his acts or omissions only if done or permitted by his willful misconduct, gross negligence or bad faith. Furthermore, nothing in this Indenture contained shall be construed to compel the Trustees to make any payment or incur any liability in excess of the amount which shall be, for the time being, in their hands as a result of assessments made hereunder. The Trustees from time to time serving hereunder, except Trustees appointed by the County Council of St. Louis County, Missouri pursuant to Article IV hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.
3. Suit Against Trustees. Except in the case of willful misconduct, if one or more of the Trustees should at any time be sued for damages for personal injuries or death sustained by anyone or for damage to property sustained by anyone on the site or by anyone by reason of any act or omission of the Trustees, or any of them, in their character as Trustees, the Trustees may, if the insurance company insuring and indemnifying the Trustees against loss or damage by reason of any such claim or suit, shall fail, refuse, or neglect to assume the defense of such claim or suit, or shall fail, refuse, or neglect to pay and satisfy any judgment rendered in such suit against the Trustee(s), employ

attorneys to defend such suit or action or to compromise and settle, at any time, such claims, before or after suit, or after judgment, and the expenses thereof, including any amount paid in settlement or in satisfaction of any judgment recovered against them, and interest, costs, attorney's fees and other costs of defending such action, shall be assessed by the Trustees pro rata against the Owners of the Lots in the same manner as provided in ARTICLE VIII, Section 6, without limitation as to amount, and without the necessity of obtaining the approval of the Owners, and the payment thereof shall be enforced as herein provided.

4. Adjoining Lands. The Trustees named hereunder shall be the Trustees of the Property and are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby lands in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

5. Amendments. Prior to completion of Weidman Manor Subdivision (i.e., selling of all of the total authorized lots by First Party), the provisions hereof may be amended, modified or changed from time to time by First Party by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment, modification or change so adopted shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri if so required by the Ordinances of St. Louis County. Thereafter, the provisions herein may be amended, modified or changed by the written consent of three-fourths (3/4^{ths}) of all the Owners, with any such amendment, modification or change being reviewed and approved by the Director of Planning of St. Louis County, Missouri (if so required by the Ordinances of St. Louis County) and being recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees, except with their written consent thereto, nor eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees, with the same responsibilities and duties, in a manner approved by St. Louis County, Missouri.

6. Name of Development. The name of the development governed hereby shall be "Weidman Manor Subdivision".

7. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant, or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

8. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

9. Assignment of First Party Rights. The rights, powers, and obligations granted to First party may be assigned or transferred by First party, in whole or in part, to any other person or entity to whom First Party sells, transfers or assigns the remaining Lots in the Property in bulk or at wholesale.

10. Term. Except where permanent easements or other permanent rights of interest are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the shorter of: (i) thirty (30) years from the date of recordation of this Indenture, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of three-fourths (3/4^{ths}) of the Lots subject hereto has been recorded, agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event shall such an instrument be effective prior to the vacation of the Subdivision Plat of the Property constituting the Weidman Manor Subdivision by St. Louis County, Missouri; or (ii) the duration of the Subdivision, unless continued in effect by the vote of the Owners of three-fourths (3/4^{ths}) of the Lots in the Subdivision by an appropriate instrument filed of record prior to the vacation of the Subdivision Plat of such Subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded two (2) years in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

IN WITNESS WHEREOF, First Party and Trustees have executed this Indenture as of the day and year first above written.

"First Party"

CLAYMONT DEVELOPMENT, LLC

By: WJ Byrne
Wesley J. Byrne, Manager

"Trustees"

WJ Byrne
WESLEY J. BYRNE

Shawna Byrne
SHAWNA BYRNE

Paul Oberle
PAUL OBERLE

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

On this 2 day of December, 2009, before me personally appeared Wesley J. Byrne, to me personally known, who, being by me duly sworn, did state that he is the Manager of Claymont Development, LLC, a limited liability organized under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of the company and that said instrument was signed and sealed on behalf of said company by authority of its Operating Agreement, and said Wesley J. Byrne acknowledged said instrument to be the free act and deed of said limited liability company.

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

Denise Tenney
Notary Public

My Commission Expires: 9-16-2012
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)



On this 2 day of December 2009, before me personally appeared WESLEY J. BYRNE, SHAWNA BYRNE and PAUL OBERLE, to me known to be the persons described in and who executed the foregoing instrument as "Trustees", and acknowledged that they executed the same as their respective free acts and deeds.

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

S. Byrne
Notary Public

My Commission Expires:
May 22, 2011



S. BYRNE
My Commission Expires
May 22, 2011
St. Louis County
Commission #07092185

CONSENT OF MORTGAGEE

The undersigned, Enterprise Bank, a corporation organized and incorporated under the laws of Missouri, being the holder of note(s) secured by Deed(s) of Trust, recorded in Book _____, Page _____, and Book _____, Page _____, in the Office of the Recorder of Deeds for the County of St. Louis, Missouri, encumbering the parcel of real estate forming the subject matter of the foregoing Indenture of Trust and Restrictions for Weidman Manor Subdivision, hereby consents to the recording of said Indenture in the Office of the Recorder of Deeds for the County of St. Louis, Missouri, and agrees that its said Deed(s) of Trust shall be subject to the provisions of said Indenture, except that it does not subordinate the lien of its Deed(s) of Trust to any present or future liens for assessments provided for in the said Indenture.

Enterprise Bank

Dated: 2 Dec. 2009

BY: [Signature]

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

On this 2nd day of December, 2009, before me personally appeared Jack Mannebach, to me personally known, who, being by me duly sworn, did state that he is the Sr. Vice President of Enterprise Bank Bank, a corporation organized under the laws of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said Jack Mannebach acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]
Notary Public

My Commission Expires:

9-16-2012



EXHIBIT A

Legal Description of Property

A TRACT OF LAND BEING A PART OF LOTS 4 AND 5 OF HUCKSTEP'S SUBDIVISION AS PER THE PLAT THEREOF RECORDED IN SURVEY RECORDED BOOK 10 PAGE 102 OF THE ST. LOUIS COUNTY RECORDS AND BEING SITUATED IN U.S. SURVEY 936, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHWEST LINE OF U.S. SURVEY 936 BEING ALSO THE NORTHWEST LINE OF LOT 5 OF HUCKSTEP'S SUBDIVISION AND BEING THE SOUTHERNMOST CORNER OF SUNNYBROOK FARM PLAT 3 AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 196 PAGE 53 OF THE ST. LOUIS COUNTY RECORDS; SAID POINT ALSO BEING ON THE NORTHEAST LINE OF LOT 171 OF CAMBRIDGE ESTATES PLAT ONE AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 219 PAGE 66 OF THE ST. LOUIS COUNTY RECORDS; THENCE, WITH THE NORTHWEST LINE OF SAID U.S. SURVEY AND THE SOUTHEAST LINE OF SAID SUNNY BROOK FARM PLAT 3, NORTH 56° 50' 00" EAST 1191.78 FEET TO A POINT ON THE WEST LINE OF WEIDMAN ROAD, 30 FEET WIDE; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A 15.00 FEET WIDE ROADWAY DEDICATION STRIP AS PER THE PLAT OF SUNNY BROOK FARMS PLAT 2 AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 180 PAGE 45 OF THE ST. LOUIS COUNTY RECORDS; FROM SAID POINT, A FOUND IRON ROD BEARS SOUTH 56° 50' 00" WEST 16.02 FEET; THENCE, DEPARTING THE NORTHWEST LINE OF SAID U.S. SURVEY 936, WITH THE WEST LINE OF WEIDMAN ROAD BEING 30' WEST OF AND PARALLEL TO THE CENTERLINE THEREOF, SOUTH 1 1° 28' 30" EAST 549.95 FEET (550.00 FEET RECORD) TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND FROM WHICH A FOUND IRON ROD BEARS SOUTH 84° 10' 11" WEST 0.96 FEET; SAID POINT ALSO BEING THE NORTHEAST CORNER OF A 15.00 FOOT ROADWAY DEDICATION STRIP AS PER THE PLAT OF LAFAYETTE FARMS PLAT 1 AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 166 PAGE 74 OF THE ST. LOUIS COUNTY RECORDS; THENCE, WITH THE NORTH LINE OF SAID LAFAYETTE FARMS PLAT 1 AND THE WESTERLY PROLONGATION THEREOF, SOUTH 84° 10' 11" WEST 1112.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 304,502 SQUARE FEET (6.9904 ACRES), MORE OR LESS, ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING APRIL, 2007, UNDER ORDER NUMBER 07-02-059.