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STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
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**INDENTURE OF TRUST AND RESTRICTIONS FOR
FIDDLESTIX
ST. CHARLES COUNTY, MISSOURI**

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 INDENTURE OF TRUST AND RESTRICTIONS FOR
 FIDDLESTIX
 ST. CHARLES COUNTY, MISSOURI

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INDENTURE OF TRUST AND RESTRICTIONS FOR
FIDDLESTIX
ST. CHARLES COUNTY, MISSOURI

This Indenture of Trust and Restrictions for Fiddlestix (hereinafter "Indenture"), is made and entered into as of this 25 day of February, 1996, (hereinafter "Date") by and among NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership ("Developer") and STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, all of St. Louis County, Missouri (hereinafter collectively "Trustees").

W I T N E S S E T H :

WHEREAS, Developer is the owner of a tract of real property located in the Village of New Melle, St. Charles County, Missouri, consisting of approximately 188.37 acres in part of fractional Sections 22 & 23 and Section 26 and part of U.S. Survey 738 Township 46 North, Range 1 East, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference (hereinafter "Real Property"); and

WHEREAS, Developer desires and intends to develop, or permit the development of, a subdivision pursuant to and in conformity with a comprehensive plan of development and contemplates developing the subdivision in stages as will be shown by plats of the Real Property recorded by Developer from time to time, which subdivision will be known as "Fiddlestix" (hereinafter "Fiddlestix subdivision"); and

WHEREAS, Developer has recorded a plat of a portion of the Real Property known as "Plat One" of Fiddlestix subdivision on the day of , 1997 as Daily No. in St. Charles County Recorder of Deeds Office and contemplates recording plats of other portions of the Real Property from time to time at the St. Charles County Recorder of Deeds Office; and

WHEREAS, Fiddlestix subdivision will include (a) single family residential structures on individual lots which may be used as permanent residences upon any Fiddlestix subdivision plat (hereinafter "Single Family Homes"); (b) detached single family patio homes constructed upon separately designated and numbered lots shown upon any Fiddlestix subdivision plat (hereinafter "Patio"); and (c) and may also include one or more commercial buildings providing temporary living accommodations, meals, conference facilities and other amenities as shown upon any Fiddlestix subdivision plat or any other plat for adjacent real property (hereinafter collectively "Marketfare"); and

WHEREAS, there will be designated, established and recited on a plat or plats of Fiddlestix subdivision certain streets, common land and easements which are for the exclusive use and benefit of the residents of Fiddlestix subdivision, except those streets or easements which are, or may hereafter be dedicated to public bodies and agencies, and which have been or will be provided for the purpose of constructing, maintaining and operating walkways, sewers, pipes, poles, wires, storm water drainage and other facilities and public utilities for the use and benefit of the residents of Fiddlestix subdivision; and

WHEREAS, Developer being the owner of the entire Real Property, may desire, from time to time, to encumber and dispose of parts thereof, whether or not such disposition may be of any total area of any numbered plat, or the entire Real Property, as recorded separately; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the Real 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 the Real Property, including all common land, and to mutually benefit, guard and restrict future residents of Fiddlestix subdivision and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, and all of which are sometimes hereinafter termed "Restrictions", or jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Real Property covered by this Indenture.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, 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 living units and parcels of land in Fiddlestix subdivision, all as hereinafter set forth:

ARTICLE I

PREAMBLES AND RECITALS

The Preambles and Recitals set forth above are hereby incorporated into and made a part of this Indenture.

ARTICLE II

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) shall mean and infer to all Real Property held by the Trustees for the common use and enjoyment of all Owners, including, without limitation, pedestrian trails, ponds, lakes, parks, open spaces, streets, paths, walkways, storm water (including retention basins) and sanitary sewers and drainage facilities, and other such facilities. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in Fiddlestix subdivision or that any such facilities will be constructed upon Common Ground.

3. "Developer" shall mean and refer to New Melle Lakes Development Company, L.L.C.

4. "Fiddlestix subdivision" shall mean and refer to the subdivision pursuant to and in conformity with the comprehensive plan of development, developed in stages as is shown by plats of the Real Property recorded by Developer from time-to-time.

5. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri, as from time-to-time amended.

6. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on any recorded Fiddlestix subdivision plat of the Real Property.

7. "Managing Agent" shall have the meaning set forth in Section 14 of ARTICLE V hereof.

8. "Marketfare" shall mean and refer to one or more commercial buildings providing temporary living accommodations, meals, conference facilities and other amenities as shown upon any Fiddlestix subdivision plat or any other plat for adjacent real property.

9. "Ordinance" shall mean and refer to the Village of New Melle, Missouri Ordinance No. 103 adopted on August 3, 1996, and as from time-to-time further amended.

10. "Owner" shall mean and refer to either or both a Patio Homeowner or a Single Family Homeowner.

11. "Patio Homes" shall mean and refer to detached single family patio homes constructed upon separately designated and numbered lots shown upon any Fiddlestix subdivision plat.

12. "Patio Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot designated as a Cluster Home as part of the Real Property, including contract sellers, but excluding those having such interests as security for the performance of any obligation and excluding Developer.

13. "Real Property" shall mean and refer to the tract of Real Property located in the Village of New Melle, St. Charles County, Missouri, consisting of 188.38 acres and part of fractional Sections 22 & 23 and Section 26 and part of U.S. Survey 738, Township 46 North, Range 1 East, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

14. "Single Family Homes" shall mean and refer to single family residential structures on individual lots which may be used as permanent residence upon any Fiddlestix subdivision plat.

15. "Single Family Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot designated as a Single Family Home as part of the Real Property, including contract sellers, but excluding those having such interests as security for the performance of any obligation and excluding Developer.

16. "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 III

RESERVATION OF EXPENDITURES

Developer reserves the right to receive and retain any money or consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by Developer for sewers, sewage waste treatment facilities, gas pipes, water pipes, conduits, poles, wires, streetlights, if any, roads, streets, recording fees, subdivision fees, consultation fees, management fees, engineering fees, or any other fees, charges or expenses incurred with respect to the creation or development of Fiddlestix subdivision. The Trustees shall immediately pay over to Developer any such money or consideration upon receipt.

ARTICLE IV

DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be STEPHEN J. APTED, BARBARA W. APTED, and WILLIAM MARCRANDER, 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 pursuant hereto resign (except pursuant to the provisions of the following paragraph), refuse to act, become disabled, or die, Developer shall have the power to appoint, a successor Trustee who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

2. Election of Trustees. At such time as one hundred percent (100%) of the Lots authorized to be developed in the Fiddlestix subdivision by the Ordinance shall have been improved, sold and conveyed for residential use, and are ready for residential use, Developer shall cause the resignation of the three (3) Trustees then serving hereunder, whether original Trustees or appointed as hereinabove provided, and the then Owners shall elect a like number of successor Trustees, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election. Thereafter, all Trustees shall be elected for terms of three (3) years each.

3. Manner of Conducting Elections. All elections by Owners shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees, then by three (3) 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 the Village of New Melle, Missouri. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, 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, 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 them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Trustees 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 Fiddlestix subdivision may be transacted at any meeting of Owners called in conformity with the procedure described above. At the First such meeting called, seventy-five percent (75%) of the Patio Homeowners entitled to vote as aforesaid and seventy-five percent (75%) of the Single Family Homeowners entitled to vote as aforesaid shall constitute a quorum for the purpose of electing Trustees and for the purpose of conducting any other business coming before a meeting. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the Patio Homeowners entitled to vote as aforesaid and fifty percent (50%) of the Single Family Homeowners entitled to vote as aforesaid. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4. Qualification of Trustees. Any Trustee elected under the provisions of this section shall be a Lot Owner in the Fiddlestix subdivision, or officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Aldermen of the Village of New Melle or its successor may upon the petition of any concerned resident or Owner in the Fiddlestix subdivision 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 an Owner within the Fiddlestix subdivision shall be allowed a reasonable fee for his or her 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.

ARTICLE V

TRUSTEES DUTIES AND POWERS

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

1. Acquisition of Common Property. To acquire and hold the Common Property in accordance with and pursuant to the Ordinance and in accordance with

and subject to the provisions of this Indenture, and to deal with any such Common Property as hereinafter set forth.

2. Control of Common Property. To exercise such control over the easements, streets and roads, (except for those easements, streets and roads, and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, entrance markers, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Property as may be shown on the various recorded plats of the Fiddlestix subdivision, 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 and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Fiddlestix subdivision.

3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of residents of the Fiddlestix subdivision, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners, all in conformity with applicable laws and to prescribe by reasonable rules and regulations, the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and according to the sole discretion of the Trustees.

The Trustees shall have the obligation to maintain the lakes and ponds, and the appurtenances thereto; provided, however, each Lot Owner shall maintain the lake or pond, frontage land on such Lot. The Trustees shall have and are hereby given the right and easement for the Trustees and the Trustees' agents and employees, to enter any Lot for the purpose of constructing, reconstructing, and maintaining any such lakes, ponds and appurtenances thereto. To the extent that any lake or pond as shown on any recorded plat encroaches on any Lot, a perpetual easement is hereby created in favor of the Trustees for the continued maintenance of such lake or pond on such Lot to the extent of encroachment thereon, and for the joint and common use of the Lot Owners and their invitees.

4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Fiddlestix subdivision whenever such dedication would be accepted by a public agency, in the event that the recorded plats do not provide for public use and maintenance.

5. Easements. To grant easements for public streets, sewers and utilities on 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 or any matters relating thereto. This provision is intended to be cumulative and is not to restrict the right of any Owner to proceed in his or her 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, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Fiddlestix subdivision, 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 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 for any and all buildings and fences, proposed for construction and erection on any Lot, proposed additions to such buildings or 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, swimming pool, tennis courts, or other structure on the Fiddlestix subdivision approved in accordance with Section 8 of this Article V and Article VI of this Indenture. 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. To establish rules and regulations for the operation of the recreational facilities and swimming pool, if the same are provided in Common Property, and to employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for such guests.

11. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance 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 and 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, 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 for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that 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.

14. Managing Agent. To enter into a Management Agreement employing a "Managing Agent" for an initial term of fifteen (15) years for the purpose of delegating to such Managing Agent all of the rights, powers, duties and liabilities of the Trustees which may be lawfully delegated and thereby obtain the professional expertise of such Managing Agent in the exercise of such rights, powers, duties and liabilities. The Managing Agent may be a person or entity related or affiliated to the Developer and may be or may become a Managing Agent for other providers of services, facilities or property to the Fiddlestix subdivision, the Owners or any other person or entity. The Management Agreement shall provide, among other things, such Managing Agent having the sole right and option to unilaterally, without cause upon not less than a six (6) month notice, or with cause upon not less than a five (5) day notice, terminate the Management Agreement effective upon such termination date.

ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after the conveyance of an improved Lot by Developer, from and after the date of completion of construction of residences thereon, no building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, 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 three (3) 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 ninety (90) 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 this provision 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 Fiddlestix subdivision 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 on the Lots to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure on any Lot shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express written consent of the Architectural Control Committee.

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. Trustee's Responsibility. The Trustees shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, any retention basins, and any other sanitary or storm sewers or other drainage facilities located on and servicing any Common Property or improvements thereon in the Fiddlestix subdivision, including without limitation, located on or underlying certain Lots.

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. Each Owner of any Lot by acceptance and/or retention 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 hereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be continuing lien upon the real property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment became due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and

welfare of the residents in the Fiddlestix subdivision and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvements, maintenance and operation of the Common Property and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise.

3. Annual Assessment. The maximum annual assessment shall, until increased as herein authorized, be One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per Lot provided, however, that the Trustees may increase any such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index -- United States All Items Figure as published by the United States Department of Labor Statistics as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such Index be discontinued, the Trustees shall utilize a successor Index determined by the Trustees in their sole judgment, to be most similar to the discontinued Index.

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 meetings.

The annual assessments provided for herein shall commence on a monthly basis with respect to any Owner on the first month following the recordation of the Deed from the Developer by which the Lot is transferred to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The monthly due dates shall be established by the Trustees. The Trustees shall, upon written demand, and for a reasonable charge, furnish a certificate signed by a designated representative of the Trustees setting forth whether the assessments on a specific Lot have been paid.

4. Storm Water and Sewer Facilities. In addition to the foregoing, upon the majority approval of the Trustees, the Trustees are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Fiddlestix subdivision. Any assessments made pursuant to authority of this Section 4 shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Trustees shall have the same powers of collection and lien rights as provided in said Section 3.

5. Special Assessments. If at any time the majority of 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 Lot Owners who are to be affected by the special assessment (i.e., either or both the Patio Homeowners or the Single Family Homeowners). If such assessment is approved, either at a meeting of the affected Lot 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 entitled to vote thereon, the Trustees shall notify all affected Lot Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each affected Lot Owner shall be entitled to one (1) full vote, except, that only those who have paid all assessments theretofore made shall be entitled to vote. The limit of 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 5. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice. Any assessments made pursuant to authority of

this Section 5 shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Trustees shall have the same powers of collection and lien rights as provided in said Section.

6. 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.

7. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time floating rate of prime interest in effect at Commerce Bank National Association from the date of delinquency (i.e., thirty [30] days after the payment date established by the Trustees) and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which it is assessed until the amount, together with the interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Charles County, Missouri, and thereafter 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) first mortgage now or hereafter placed upon any Lot with respect to which assessments 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 such subsequent assessment. The term "mortgage" or "mortgages" shall include deed or deeds of trust.

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

- (i) All Common Property as defined in Article II hereof.
- (ii) All properties exempted from taxation under the laws of the State of Missouri.
- (iii) All Lots owned by Developer 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).

9. Keeping of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings and Loan Insurance Corporation, the treasurer being bonded for the proper performance of his or her duties in an amount fixed by the Trustees.

10. Ordinance Compliance. Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the Village of New Melle, St. Charles County and any other governmental unit of which the Fiddlestix subdivision is or may become a part, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

RESTRICTIONS

1. Single Family Homes. All Single Family Homeowners shall, no later than six (6) months from the date such Single Family Homeowner becomes the record owner of the fee simple title to a Lot designated as a Single Family Home, shall submit the written plans and specifications for the construction of a single family residential structure to the Architectural Control Committee, as provided in ARTICLE VI hereof. Furthermore, no later than twelve (12) months from the date such Single Family Homeowner becomes such record title holder of such Lot, such Single Family Homeowner shall complete the construction of the single family residential structure, as approved by the Architectural Control Committee, and have it ready for residential use.

All single family residential structures shall be subject to the following specifications, including any additional specifications as set forth by the Architectural Control Committee from time-to-time:

(a) Only one single family residential structure shall be allowed on any Lot.

(b) A single family residential structure shall not exceed two stories.

(c) Only attached garages to a single family residential structure are allowed; no carports. All attached garages shall be not less than two (2) motor vehicle garages, and not more than four (4) motor vehicle garages.

(d) All single family residential structures shall have exterior materials consisting of brick, stone, colorlock, masonite siding, or vinyl siding, all subject to the approval of the Architectural Control Committee. No cinderblock asbestos shingles, aluminum siding, and perma-stone are allowed. Also, no "A" frame design, modular, mobile, log or underground homes are allowed.

(e) All single family residential structures shall contain the following minimum square feet of living space:

(i) Single story or ranch -- minimum 2,000 square feet, excluding garage and basement, even if finished.

(ii) One and one-half story -- minimum 2,250 square feet, excluding garage and basement, even if finished.

(iii) Two story -- minimum 2,500 square feet, excluding garage and basement, even if finished.

(f) No single family residential structure shall be located nearer than twenty (20) feet from any side property line, thirty-five (35) feet from the rear property line, sixty (60) feet from the center of the road upon which the Lot fronts, or fifty (50) feet from any pond or lake that is considered a part of the common Property.

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

3. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

4. Resubdivision. Except as may be necessary to establish the initial size and location of all Lots per recorded plat for Fiddlestix subdivision, no Lot shall be resubdivided nor shall a fractional part of any Lot be sold, leased, gifted or otherwise deeded, transferred or conveyed.

5. Commercial Use. No commercial activities of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the carrying on of promotional activities by the Developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

6. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Fiddlestix subdivision, 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.

7. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law.

8. 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 areas of any Lot or on or about the exterior or any building.

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. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Fiddlestix subdivision, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot provided that such pets not be kept for any commercial purpose and provided that such pets are at all times leashed. No "runs" or other outside structures shall be erected or installed therefore without the approval of the Architectural Control Committee. 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.

11. Lakes and Ponds. No boats propelled by gasoline, sail, oar, paddle, electric trolling motor or any other type of engines shall be permitted on the Fiddlestix subdivision lakes and ponds. No swimming permitted in the Fiddlestix subdivision lakes or ponds.

12. Trucks, Boats, Etc. No trucks or commercial vehicles, boats, motorcycles, campers, house trailers, recreational vehicles, boat trailers and trailers of any other description shall be permitted to be parked or stored 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 only during periods of approved construction on the Lot.

13. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks, or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Property or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Trustees shall take the necessary steps to remove the same at the Owner's expense.

14. "Off-the-Road Vehicles". "Off-the-road" vehicle activity shall not be operated within the Fiddlestix subdivision. Motor vehicles may only be operated on the streets of the Fiddlestix subdivision. Notwithstanding anything to the contrary herein this Section 14, golf carts may be operated on the roads within the Fiddlestix subdivision.

15. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided however, that nothing herein shall prohibit signs erected or displayed by the Developer

in connection with the development of the Fiddlestix subdivision and the sale of homes therein.

16. Garbage. No rubbish, trash, or garbage receptacle shall be placed on the front or sides of the exterior of a Lot except on the day of regularly scheduled collection day, in an above-ground receptacle approved by the Architectural Control Committee.
17. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no grading, 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, or which may obstruct or retard the flow of water through drainage channels in the easements.
18. Utility Lines. Power, telephone distribution or service connection lines, or other utility lines shall not be erected or maintained above the surface of the ground on any Lot or Common Property, except as necessary during the development period of the Fiddlestix subdivision.
19. Water Supply. All Lots shall hook up to the provided public water system, and no private water wells shall be permitted.
20. Oil Drilling. No oil drilling, oil development operations, oil relining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Fiddlestix subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Fiddlestix subdivision. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Fiddlestix subdivision.
21. Cul-de-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of all appropriate government entities.
22. Fences. No fences or screening (including, without limitation, hedges) of any kind shall be erected or maintained on any Patio Home Lot, or on any Single Family Home Lot between the building set back lines and the street which such Lots fronts. Fences may be maintained on other portions of the Lots only with written consent of the Architectural Control Committee as to location, material and height, and the decision of such committee to approve or reject a fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Trustees on the Common Ground, or fences and/or screening by the Developer on any Patio Home Lot.
23. Television Antennae. No exterior television or radio antennae towers, satellite dishes, or similar structures will be allowed on any Lot in the Fiddlestix subdivision without the prior written consent of the Trustees, which consent shall not be given without unanimous approval of the Trustees.
24. Swimming Pools. Only in-ground swimming pools shall be permitted in the Fiddlestix subdivision, and only with respect to Single Family Homes. No Cluster Home may have any type of swimming pool. All swimming pools located on any Single Family Home Lot shall be securely enclosed by an adequate enclosure surrounding the swimming pool area, sufficient to make such body of water inaccessible to small children, all subject to the written approval of the Architectural Control Committee.
25. Swings and Playground Equipment. Swing and playground equipment is only allowed on Single Family Home Lots, subject to the written consent of the Architectural Control Committee. No swing or playground equipment is allowed on any Cluster Home Lot.
26. Bicycling, Etc. No bicycling, skateboarding, roller skating or any type of wheeled activities are allowed on any part of the common property (except

bicycling is allowed on the roads in the Fiddlestix subdivision) including without limitation, the pedestrian walking trails.

27. Pyrotechnic Devices. Firearms, pellet or BB guns, fireworks, or other pyrotechnic devices shall not be discharged in any part of the Fiddlestix subdivision.

ARTICLE X

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture for the Fiddlestix subdivision:

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. No Trustee shall be held personally responsible for his or her wrongful acts, and no Trustees 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. The Trustees from time to time serving hereunder, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture, except as otherwise provided in Section 4 of ARTICLE IV hereof.

3. Adjoining by Trustees. The Trustees names hereunder shall be the Trustees of the Fiddlestix subdivision and are authorized and empowered to cooperate and contract with other persons or entities 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.

4. Amendments. So long as Developer retains ownership of any Lot in the Fiddlestix subdivision, the provisions hereof may be amended, modified or changed from time to time by Developer by recording an instrument or amendment in the Office of the Recorder of Deeds for St. Charles County, Missouri. Thereafter, the provisions herein may be amended, modified, or changed by the written consent of two-thirds (2/3) of all the Owners during the remaining period of the Initial Term of this Indenture, and thereafter by the written consent of fifty-one percent (51%) of all the Owners. Any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for St. Charles County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees without the written consent of four-fifths (4/5ths) of all the Owners.

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

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

7. Assignment of Rights. The rights, powers and obligations granted to Developer may be assigned or transferred by Developer, in whole or in part, to

any other person or entity to whom Developer sells, transfers or assigns any of the Lots in the Fiddlestix subdivision.

8. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Fiddlestix subdivision for a term which is twenty (20) 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 two-thirds (2/3) of the Lots subject hereto has been recorded, agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year 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.

9. Application of Indenture to all Lots. The parties hereby agree and acknowledge that this Indenture shall apply to and bind all Lots, as more fully set forth herein, and that each of said Lots is intended to be and become a part of Fiddlestix subdivision.

IN WITNESS WHEREOF, New Melle Lakes Development Company, L.P., and the initial Trustees under this Indenture, have executed this Indenture as of, although not necessarily on, the above-referenced Date.

NEW MELLE LAKES DEVELOPMENT
COMPANY, L.P.

By: APTED-HULLING MANAGEMENT CO.,
General Partner

By:

STEPHEN J. APTED, President

TRUSTEES:

STEPHEN J. APTED

BARBARA W. APTED

WILLIAM MARCRANDER

STATE OF MISSOURI)
COUNTY OF St. Charles) ss.

BOOK 1918 PAGE 616

On this 15th day of February, 1997, before me appeared STEPHEN J. APTED, to me personally known, who being by me duly sworn, did say that he is the President of Apted-Hulling Management Co., a Missouri Corporation, which entity is the General Partner of New Melle Lakes Development Company, L.P., a Missouri Limited Partnership, and that said instrument was signed in behalf of said Limited Partnership, and said STEPHEN J. APTED acknowledged said instrument to be the free act and deed of said Apted-Hulling Management Co., as General Partner on behalf of New Melle Lakes Development Company, L.P.

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.

Nancy Watts Gorman
Notary Public

My Commission Expires:

3/01/97

NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 1, 1997

STATE OF MISSOURI)
COUNTY OF St. Charles) ss.

On this 28th day of February, 1997, before me appeared STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, to me known to be the persons subscribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Nancy Watts Gorman
Notary Public

My Commission Expires:

3/01/97

NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 1, 1997

EXHIBIT A

LEGAL DESCRIPTION

COPY 1918 PAGE 617

A tract of land being part of the East one half of Fractional Section 22, and part of the West one half of Fractional Section 23, part of the northwest one quarter of Section 26 and part of U.S. Survey 738, all in Township 46 North, Range 1 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the center of Fractional Section 22; thence along the northerly line of the southeast one quarter of Fractional Section 22, South 88°53'00" East a distance of 741.19 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing along said northerly line South 88°53'00" East a distance of 1545.45 feet to a point; thence departing said northerly line North 45°45'47" East a distance of 508.78 feet to a point on the easterly line of said Fractional Section 22; thence along said easterly line North 00°24'34" East a distance of 1034.10 feet to a point on the southwesterly line of U.S. Survey 738; thence along said southwesterly line South 19°47'20" East a distance of 492.11 feet to a point; thence departing said southwesterly line North 70°24'57" East a distance of 1319.00 feet to the northwesterly corner of a tract of land now or formerly of Vernon Schroeder, as recorded in Book 1794, Page 545 of the St. Charles County, Missouri Records; thence along said westerly line South 19°35'03" East a distance of 1057.76 feet to a point on the southerly line of aforementioned U.S. Survey 738; thence along said southerly line and the northerly line of said Schroeder tract South 70°24'57" West a distance of 523.38 feet to the northwesterly corner of said Schroeder tract; thence departing said southerly line of U.S. Survey 738 and along the westerly and southerly lines of said Schroeder tract the following courses: South 00°24'57" West a distance of 1564.20 feet to a point; thence South 89°35'03" East a distance of 795.49 feet to a point on the westerly line of Missouri State Highway Z (60 feet wide); thence along said westerly line South 15°08'57" West a distance of 733.87 feet to a point; thence departing said westerly line and through property now or formerly conveyed to Steve and Barb Apted the following courses: North 44°25'47" West a distance of 530.68 feet to a point on a curve to the left; thence along said curve to the left having a radius of 175.00 feet, an arc length of 42.76 feet, the chord of which bears South 47°54'11" West a distance of 42.65 feet to a point of tangency; thence South 40°54'13" West a distance of 64.57 feet to a point of curvature to the right; thence along said curve to the right having a radius of 525.00 feet, an arc length of 117.31 feet, the chord of which bears South 47°18'17" West a chord distance of 117.06 feet to a point; thence South 36°17'39" East a distance of 28.05 feet to a point; thence South 21°48'53" West a distance of 53.36 feet to a point; thence South 11°19'02" East a distance of 67.36 feet to a point; thence South 09°23'43" West a distance of 212.56 feet to a point; thence South 01°09'13" West a distance of 963.13 feet to a point on the northerly line of Foristell Road (30 feet wide), formerly known as Howell's Ferry Road, as established in County Court Record Book 2, Page 286 of said Records; thence along the northerly line of Foristell Road, as traveled, the following courses: North 56°30'13" West a distance of 28.34 feet to a point; thence North 67°03'05" West a distance of 342.51 feet to a point; thence North 67°02'15" West a distance of 322.60 feet to a point; thence North 64°02'11" West a distance of 168.97 feet to a point; thence North 56°01'07" West a distance of 125.97 feet to a point; thence North 50°43'37" West a distance of 105.62 feet to a point; thence North 43°37'22" West a distance of 106.34 feet to a point; thence North 35°31'04" West a distance of 157.54 feet to a point; thence North 33°32'50" West a distance of 160.79 feet to a point; thence North 30°31'44" West a distance of 144.82 feet to a point; thence North 29°28'45" West a distance of 125.27 feet to a point on a curve to the left; thence along said curve having a radius of 1501.86 feet, an arc length of 454.93 feet, the chord of which bears North 37°50'22" West a chord distance of 453.19 feet to a point; thence North 46°15'13" West a distance of 54.42 feet to a point; thence North 46°29'54" West a distance of 228.44 feet to a point; thence North 46°59'22" West a distance of 270.86 feet to a point; thence North 50°40'20" West a distance of 191.17 feet to a point; thence North 53°00'00" West a distance of 909.11 feet to a point; thence North 48°05'30" West a distance of 234.89 feet to a point; thence North 43°07'30" West a distance of 77.37 feet to a point on the easterly line of a tract of land now or formerly of V.F.W. Thiemann-Tidd Memorial Post, as recorded in Book 1189, Page 201 of said Records; thence along said easterly line the following courses: North 29°16'03" East a distance of 367.15 feet to a point; thence North 53°13'52" West a distance of 278.77 feet to a point; thence North 22°43'52" West a distance of 38.33 feet to the POINT OF BEGINNING and containing 8,205,905 square feet or 188.38 acres more or less. This description has been prepared for use in preparing the covenants & restrictions and is not to be used for the conveyance of real property and is subject to any inaccuracies that a subsequent Boundary Survey may yield.

END OF DOCUMENT

7-33
43062

ADDENDUM NO. 1 TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR FIDDLESTIX, ST. CHARLES COUNTY, MISSOURI

✓ Attn: Margie
New Melle Lk. Co.
6301 Chippewa Rd.
St. Louis, MO 63117
1965:AGE 299

This Addendum No. 1 ("Addendum") is made and entered into as of this 5th day of March, 1997, by and among NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership ("Developer") and STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, all of St. Louis County, Missouri (hereinafter collectively "Trustees").

WITNESSETH:

WHEREAS, Developer is the owner of a tract of real property located in the Village of New Melle, St. Charles County, Missouri, consisting of approximately 188.37 acres in part of fractional Sections 22 & 23 and Section 26 and part of U. S. Survey 738 Township 46 North, Range 1 East, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference (hereinafter "Real Property"); and

WHEREAS, Developer desires and intends to develop or permit the development of, a subdivision pursuant to and in conformity with a comprehensive plan of development and contemplates developing this subdivision in stages as will be shown by plats of the Real Property recorded by Developer from time to time, which subdivision is known as "Fiddlestix" (hereinafter "Fiddlestix subdivision"); and

WHEREAS, Developer and Trustees recorded a certain Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri, dated as of the 28th day of February, 1996 [sic], in Book 1918, Pages 599 through 617, in the State of Missouri, County of St. Charles Recorder of Deeds Office, filed of record on March 5th, 1997 at 11:15 a.m. (hereinafter "Indenture"); and

WHEREAS, Developer and Trustees desire and intend that this Addendum shall be annexed to and made an addition of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00, the exchange of mutual promises and other good and valuable

consideration, the receipt and sufficiency which are hereby acknowledged, it is understood and agreed that this Addendum amends and revises said Indenture as follows:

A. The above preambles and recitals are true and correct and are incorporated herein by reference.

B. The Developer and the Trustees acknowledge and agree that said Indenture and this Addendum have been executed, as of, although not necessarily on, and shall be effective as of, the 5th day of March, 1997 (the "Effective Date").

C. Paragraph 12. Of ARTICLE II - DEFINITION OF TERMS of said indenture is hereby amended by substituting the following in place and in lieu thereof:

"12. "Patio Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot designated as a Patio Home as part of the Real Property, including contract sellers, but excluding those having such interests as security for the performance of any obligation and excluding Developer."

D. The first paragraph of Section 3 of ARTICLE V - TRUSTEES' DUTIES AND POWERS (Maintenance of Common Property) of said Indenture is hereby amended and supplemented by adding the following:

"The Trustees shall have the right to charge admission and other fees for the use of any recreational facilities that may be situated upon the Common Property."

E. Said Indenture is amended and supplemented by adding the following ARTICLE XI - PROPERTY RIGHTS AND EASEMENTS:

"ARTICLE XI

PROPERTY RIGHTS AND EASEMENTS

1. Patio Homeowners' Easements. Each Patio Homeowner and each Patio Homeowner's family, guest and invitees shall have:

(a) an exclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Property shown on such Patio Homeowner's Patio Home's parcel, which easement shall include, without limitation, (i) the right of access to and from, and use of, such Common Property; (ii) the right to use utility, water, sewer, drainage and ponding easements therein; and (iii) the right of portions of the Patio Home constructed on the applicable parcel and the fixtures belonging to such Patio Home to encroach on such Common Property adjacent to such parcel, such portions of the Patio Home to include, as illustration, but not as a limitation, wing walls, eaves, sills, gutters, downspouts, bay windows, decks, patios, porches, planting area, and air conditioners. Such encroachment easement shall include the right of encroachment for (1) all portions of the Patio Home and fixtures thereof encroaching on the Common Property as of the date such parcel is conveyed to the applicable Patio Homeowner by the Developer, and (2) all encroachments thereafter approved in accordance with ARTICLE VI - ARCHITECTURAL AND ENVIRONMENTAL CONTROL of this Indenture; provided, however, no encroachment for a deck, patio or porch shall exceed an area beyond the sides of such Patio Home or beyond twelve (12) feet parallel from the edge of the rear of such Patio Home as such Patio Home existed when conveyed to the applicable Patio Homeowner by the Developer, and no encroachment for a planting area shall exceed an area beyond five (5) feet parallel from the edge of the rear of such Patio Home, or if present, from the edge of such deck, patio or porch, which planting shall not exceed thirty (30) inches in height; and

(b) an exclusive right and easement of ingress and egress over, across and upon such portion of the future development area over which the driveway appurtenant to such Patio Home Owner's parcel may be constructed, if any. Such driveway easement shall be appurtenant to such Patio Home parcel, and run with the land, regardless of whether such portion of the future development area is subjected to this Indenture.

(c) Through construction, settlement or shifting of any Patio Home, should any part of any Patio Home encroach upon any part of the Common Property, perpetual easements for the maintenance of such encroachments and for the use of the space required thereby, are hereby established and shall exist for the benefit of such Patio Homeowner, provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of such Patio Homeowner.

The foregoing rights and easements shall be appurtenant to and shall pass with the title to such Patio Home parcel, shall not be severable therefrom, and shall be subject to (i) the rights of the Developer and Trustees as set forth in this Indenture; (ii) the right of such Patio Homeowner and such Patio Homeowner's family, guests and invitees, to use any part of the Common Property as may be reasonably necessary for ingress and egress to such Patio Home parcel; (iii) the easements, uses, limitations, conditions, reservations and restrictions provided in this Indenture; and (iv) the right of the Trustees to negotiate with any public agency for the dedication or conveyance of all or any part of the Common Property, for any public purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Trustees in trust for the Owners.

2. Use of Easements. Each Patio Homeowner and such Patio Homeowner's family, guests and invitees shall use and exercise their easement rights over the Common Property in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Indenture by others authorized to use them.

3. Easements in Gross. The Patio Homes shall be subject to a perpetual assessment in gross to the Developer and the Trustees, their successors and assigns, for ingress and egress to perform their obligations and duties as required by this Indenture. Should it be necessary to enter a Patio Home in order to maintain, service, improve, repair or replace any Common Property, employees, agents, and workmen of the Developer or the Trustees shall be entitled to entrance. The Developer and the Trustees shall specifically have the authority to enter any Patio Home for the purposes of repairing, maintaining, servicing, improving, or replacing the roof, pipes, and wires within any Patio Home which may service any one or more Patio Homes, recreation facilities or other facilities. Nothing in this subsection shall be construed to require the Developer or the Trustees to maintain, repair or replace anything which serves any one or more Patio Homes, recreation facilities or other facilities."

All of the other terms, covenants and conditions in said Indenture which are not affected hereby shall remain in full

force and effect. To the extent this Addendum shall be deemed to be inconsistent with any terms, covenants or conditions in said Indenture, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, New Melle Lakes Development Company, L.P., and the initial Trustees under said Indenture, have executed this Addendum as of, although not necessarily on, the above-reference Effective Date.

NEW MELLE LAKES DEVELOPMENT
COMPANY, L.P.

By: APTED-HULLING MANAGEMENT CO.,
General Partner.

By: *Stephen J. Apted*
STEPHEN J. APTED, President

TRUSTEES:

Stephen J. Apted
STEPHEN J. APTED

Barbara W. Apted
BARBARA W. APTED

William A. Marcrander
WILLIAM MARCRANDER

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

AUG - 4 1997

STATE OF MISSOURI)
COUNTY OF *St. Louis*)

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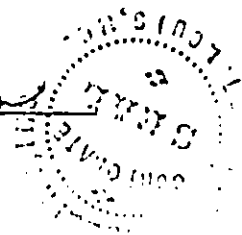
By *Barbara Hall*
Time *2:50 pm*

On this *25th* day of *July*, 1997, before me appeared STEPHEN J. APTED, to me personally known, who being by me duly sworn, did say that he is the President of APTED-HULLING

MANAGEMENT CO., a Missouri corporation, who is the General Partner of NEW MELLE LAKES DEVELOPMENTS COMPANY, L.P., a Missouri limited partnership, and that said instrument was signed in behalf of said limited partnership, and said STEPHEN J. APTED acknowledged said instrument to be the free act and deed of the limited partnership.

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.

Nancy Watts Gorman
Notary Public



My Commission Expires:

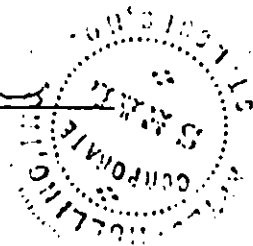
NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 20, 2001

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

On this 25th day of July, 1997, before me appeared STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, to me known to be the persons subscribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Nancy Watts Gorman
Notary Public



My Commission Expires:

NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 20, 2001

A tract of land being part of the East one half of Fractional Section 22, and part of the West one half of Fractional Section 23, part of the northwest one quarter of Section 26 and part of U.S. Survey 738, all in Township 46 North, Range 1 East, St. Charles County, Missouri and being more particularly described as follows:

1905 PAGE 305

COMMENCING at the center of Fractional Section 22; thence along the northerly line of the southeast one quarter of Fractional Section 22, South 88°53'00" East a distance of 741.19 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing along said northerly line South 88°53'00" East a distance of 1545.45 feet to a point; thence departing said northerly line North 45°45'47" East a distance of 508.78 feet to a point on the easterly line of said Fractional Section 22; thence along said easterly line North 00°24'34" East a distance of 1034.10 feet to a point on the southwesterly line of U.S. Survey 738; thence along said southwesterly line South 19°47'20" East a distance of 492.11 feet to a point; thence departing said southwesterly line North 70°24'57" East a distance of 1319.00 feet to the northwesterly corner of a tract of land now or formerly of Vernon Schroeder, as recorded in Book 1794, Page 545 of the St. Charles County, Missouri Records; thence along said westerly line South 19°35'03" East a distance of 1057.76 feet to a point on the southerly line of aforementioned U.S. Survey 738; thence along said southerly line and the northerly line of said Schroeder tract South 70°24'57" West a distance of 523.38 feet to the northwesterly corner of said Schroeder tract; thence departing said southerly line of U.S. Survey 738 and along the westerly and southerly lines of said Schroeder tract the following courses: South 00°24'57" West a distance of 1564.20 feet to a point; thence South 89°35'03" East a distance of 795.49 feet to a point on the westerly line of Missouri State Highway Z (60 feet wide); thence along said westerly line South 15°08'57" West a distance of 733.87 feet to a point; thence departing said westerly line and through property now or formerly conveyed to Steve and Barb Apted the following courses: North 44°25'47" West a distance of 530.68 feet to a point on a curve to the left; thence along said curve to the left having a radius of 175.00 feet, an arc length of 42.76 feet, the chord of which bears South 47°34'11" West a distance of 42.65 feet to a point of tangency; thence South 40°54'13" West a distance of 64.57 feet to a point of curvature to the right; thence along said curve to the right having a radius of 525.00 feet, an arc length of 117.31 feet, the chord of which bears South 47°18'17" West a distance of 117.06 feet to a point; thence South 36°17'39" East a distance of 28.05 feet to a point; thence South 21°48'53" West a distance of 53.36 feet to a point; thence South 11°19'02" East a distance of 67.36 feet to a point; thence South 09°23'43" West a distance of 212.56 feet to a point; thence South 01°09'13" West a distance of 963.13 feet to a point on the northerly line of Foristell Road (30 feet wide), formerly known as Howell's Ferry Road, as established in County Court Record Book 2, Page 286 of said Records; thence along the northerly line of Foristell Road, as traveled, the following courses: North 56°30'13" West a distance of 28.34 feet to a point; thence North 67°03'05" West a distance of 342.51 feet to a point; thence North 67°02'15" West a distance of 322.60 feet to a point; thence North 64°02'11" West a distance of 168.97 feet to a point; thence North 56°01'07" West a distance of 125.97 feet to a point; thence North 50°43'37" West a distance of 105.62 feet to a point; thence North 43°37'22" West a distance of 106.34 feet to a point; thence North 35°31'04" West a distance of 157.54 feet to a point; thence North 33°32'50" West a distance of 160.79 feet to a point; thence North 30°31'44" West a distance of 144.82 feet to a point; thence North 29°28'45" West a distance of 125.27 feet to a point on a curve to the left; thence along said curve having a radius of 1501.86 feet, an arc length of 454.93 feet, the chord of which bears North 37°50'22" West a distance of 453.19 feet to a point; thence North 46°15'13" West a distance of 54.42 feet to a point; thence North 46°29'54" West a distance of 228.44 feet to a point; thence North 46°59'22" West a distance of 270.86 feet to a point; thence North 50°40'20" West a distance of 191.17 feet to a point; thence North 53°00'00" West a distance of 909.11 feet to a point; thence North 48°05'30" West a distance of 234.89 feet to a point; thence North 43°07'30" West a distance of 77.37 feet to a point on the easterly line of a tract of land now or formerly of V.F.W. Thiemann-Tidd Memorial Post, as recorded in Book 1189, Page 201 of said Records; thence along said easterly line the following courses: North 29°16'03" East a distance of 367.15 feet to a point; thence North 53°13'52" West a distance of 278.77 feet to a point; thence North 22°43'52" West a distance of 38.33 feet to the POINT OF BEGINNING and containing 8,205,905 square feet or 188.38 acres more or less. This description has been prepared for use in preparing the covenants & restrictions and is not to be used for the conveyance of real property and is subject to any inaccuracies that a subsequent Boundary Survey may yield.

EXHIBIT

A

END OF DOCUMENT

END OF DOCUMENT

7-33

ADDENDUM NO. 2 TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR FIDDLESTIX, ST. CHARLES COUNTY, MISSOURI

This Addendum No. 2 ("Addendum Two") is made and entered into as of this 1st day of November, 1997, by and among NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership ("Developer") and STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, all of St. Louis County, Missouri (hereinafter collectively "Trustees").

WITNESSETH:

WHEREAS, Developer is the owner of a tract of real property located in the Village of New Melle, St. Charles County, Missouri, consisting of approximately 188.37 acres in part of fractional Sections 22 & 23 and Section 26 and part of U. S. Survey 738 Township 46 North, Range 1 East, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference ("Real Property"); and

WHEREAS, Developer desires and intends to develop or permit the development of, a subdivision pursuant to and in conformity with a comprehensive plan of development and contemplates developing this subdivision in stages as will be shown by plats of the Real Property recorded by Developer from time to time, which subdivision is known as "Fiddlestix" ("Fiddlestix subdivision"); and

WHEREAS, Developer and Trustees recorded a certain Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri, dated as of the 28th day of February, 1996 [sic], in Book 1918, Pages 599 through 617, in the State of Missouri, County of St. Charles Recorder of Deeds Office, filed of record on March 5th, 1997 at 11:15 a.m. ("Indenture"); and

WHEREAS, Developer and Trustees recorded a certain Addendum No. 1 to said Indenture, dated as of the 5th day of March, 1997, in Book 1965, Pages 299 through 305, in the State of Missouri, County of St. Charles Recorder of Deeds Office, file of record on August 4th, 1997 at 2:50 p.m. ("Addendum"); and

WHEREAS, Developer and Trustees desire and intend that this Addendum Two shall be annexed to and made an addition of said Indenture and said Addendum thereto.

NOW, THEREFORE, in consideration of the sum of \$1.00, the exchange of mutual promises and other good and valuable consideration,

the receipt and sufficiency which are hereby acknowledged, it is understood and agreed that this Addendum Two amends and revises said Indenture and said Addendum thereto, as follows:

A. The above preambles and recitals are true and correct and are incorporated herein by reference.

B. The Developer and the Trustees acknowledge and agree that this Addendum Two has been executed, as of, although not necessarily on, and shall be effective as of, the 1st day of November, 1997 ("Effective Date").

C. The first paragraph of Section 3 of ARTICLE V - TRUSTEES' DUTIES AND POWERS (Maintenance Of Common Property) of said Indenture is hereby amended and supplemented by adding the following:

"The Trustees may restrict, at any time and from time-to-time, an Owner's, an Owner's family members, an Owner's guests and an Owner's invitees from the use of any recreational facilities that may be situated upon the Common Property."

D. The first paragraph of Section 1 of ARTICLE VIII - ASSESSMENTS (General) of said Indenture is hereby amended by substituting the following in place and in lieu thereof:

"Each Owner of any Lot by acceptance and/or retention 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, wherein such assessment(s) shall begin to accrue to such Owner of such Lot upon acceptance and/or retention of such deed therefor."

E. The first paragraph of Section 1 of ARTICLE IX - RESTRICTIONS (Single Family Homes) of said Indenture is hereby amended by substituting the following in place and in lieu thereof:

"1. Single Family Homes. When a Single Family Homeowner desires to construct a single family residential structure on a Lot designated as a Single Family Home, the Single Family Homeowner shall submit the written plans and specifications drawn and sealed by a registered architect for the construction of a single family residential structure to the Architectural Control Committee, as provided in ARTICLE VI hereof. Thereafter, if and when the Architectural Control Committee issues written approval of

the written plans and specifications for the construction of a single family residential structure on such Lot, such Single Family Homeowner shall complete the construction of the single family residential structure and have it ready for residential use, all in accordance with the approved plans and specifications as determined in the sole discretion of the Architectural Control Committee, no later than 12 months from the date such plans and specifications are approved in writing by the Architectural Control Committee.

Prior to the single family residential structure being completed for residential use on such Lot, as determined in the sole discretion of the Architectural Control Committee, the Single Family Homeowner shall continuously and uninterruptedly clean up any rubbish or debris from such Lot, and keep such Lot in a clean and orderly manner at the sole cost and expense of such Single Family Homeowner."

F. Section 2 of ARTICLE IX - RESTRICTIONS (Building Use) is hereby amended by substituting the following in place and in lieu thereof:

"2. Outbuildings. All detached structures, including, but not limited to, shacks, garages, barns, and other outbuildings (collectively "outbuildings"), shall be subject to the following specifications, including any additional specifications as set forth by the Architectural Control Committee from time-to-time:

(a) No outbuilding may be built upon any Lot without such Lot already having a single family residential structure completed on such Lot or in the process of being constructed on such Lot, as provided in Section 1 of ARTICLE IX hereof.

(b) No outbuilding shall be built upon any Lot without the Single Family Homeowner of such Lot submitting the written plans and specifications drawn and sealed by a registered architect for the construction of an outbuilding to the Architectural Control Committee, as provided in ARTICLE VI hereof. No outbuilding shall be used for a purpose other than that for which the outbuilding was originally designed, without the written approval of the Architectural Control Committee.

(c) The outbuilding shall have the exterior material and architectural design consistent with the

exterior material and architectural design of the single family residential structure located on such Lot or in the process of being constructed on such Lot, all subject to the approval of the Architectural Control Committee.

(d) No outbuilding shall contain square footage in excess of one-half (1/2) of the square footage of living space on the first level of the single family residential structure located on such Lot or in the process of being constructed on such Lot.

(e) No outbuilding may be closer than sixty-five feet (65') from any lake or pond in said Fiddlestix subdivision.

(f) No outbuilding shall be located nearer than twenty feet (20') from any side property line, thirty-five feet (35') from the rear property line, sixty feet (60') from the center of the road upon which the Lot fronts, or sixty-five (65') from any pond or lake in the Fiddlestix subdivision.

(g) No outbuilding may be higher than a single story building.

(h) No outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(i) The outbuilding's construction shall be completed, all in accordance with the approved plans and specifications as determined in the sole discretion of the Architectural Control Committee, no later than six (6) months from the date such plans and specifications are approved in writing by the Architectural Control Committee.

G. Section 3 of ARTICLE IX - RESTRICTIONS (Temporary Structures) is hereby amended by substituting the following in place and in lieu thereof:

"3. Temporary Structures. No structures of a temporary character, including, but not limited to, tent, shack, garage, barn or other outbuildings shall be located on or used on any Lot at any time as a resident, either temporarily or permanently, or for any other purpose without the prior written approval of the Architectural Control Committee."

H. Said Indenture is amended and supplemented by adding the following Section to ARTICLE IX - RESTRICTIONS:

"28. Trees. No trees of eight inch caliper or larger located on any Lot shall be removed from such Lot without the prior written approval of the Architectural Control Committee."

I. The first sentence of Paragraph 3 of ARTICLE XI - PROPERTY RIGHTS AND EASEMENTS (Easements in Gross) is hereby amended by substituting the following in place and in lieu thereof.

"The Patio Homes shall be subject to a perpetual easement in gross to the Developer and the Trustees, their successors and assigns, for ingress and egress to perform their obligations and duties as required by this Indenture."

J. ARTICLE XI - PROPERTY RIGHTS AND EASEMENTS of said Indenture is hereby amended and supplemented by adding the following:

"4. Easements For Lakes and Ponds. All lakes and ponds located in said Fiddlestix subdivision shall be subjected to a perpetual right and easement granted to the Developer and the Trustees, their successors and assigns. This easement shall consist of a 10 foot maintenance easement from the water edge (as existing from time-to-time) of each and every lake and pond in said Fiddlestix subdivision in order to provide the Developer and the Trustees for ingress and egress over, across, upon, in and to all Lots which are adjacent or in close proximity to each and every lake and pond in said Fiddlestix subdivision, which shall include, but not be limited to, the Developer and the Trustees having the authority to enter any Lot for the purposes of maintaining, servicing and improving any of the lakes and ponds in said Fiddlestix subdivision."

J. Section 1 of ARTICLE X - GENERAL PROVISIONS (Enforcement) of said Indenture is hereby amended and supplemented by adding the following:

"Each Owner acknowledges and agrees that such Owner shall not only be responsible for such Owner's need to comply with the covenants in this Indenture, but such Owner shall also be responsible for violation of any of the covenants in this Indenture caused by any of the Owner's family, guests, or invitees."

All of the other terms, covenants and conditions in said Indenture and said Addendum thereto which are not affected hereby

shall remain in full force and effect. To the extent this Addendum Two shall be deemed to be inconsistent with any terms, covenants or conditions in said Indenture or in said Addendum thereto, the terms of this Addendum Two shall govern.

IN WITNESS WHEREOF, New Melle Lakes Development Company, L.P., and the initial Trustees under said Indenture, have executed this Addendum Two as of, although not necessarily on, the above-referenced Effective Date.

NEW MELLE LAKES DEVELOPMENT
COMPANY, L.P.

By: APTED-HULLING MANAGEMENT CO.,
General Partner

By: *Stephen J. Apted* Pres
STEPHEN J. APTED, President

TRUSTEES:

Stephen J. Apted Pres
STEPHEN J. APTED

Barbara W. Apted
BARBARA W. APTED

William H. Marcrauder
WILLIAM MARCRANDER

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

On this 1st day of November, 1997, before me appeared STEPHEN J. APTED, to me personally known, who being by me duly sworn, did say that he is the President of APTED-HULLING MANAGEMENT CO., a Missouri corporation, who is the General Partner of NEW MELLE LAKES DEVELOPMENTS COMPANY, L.P., a Missouri limited partnership, and that said instrument was signed in behalf of said limited partnership, and said STEPHEN J. APTED acknowledged said instrument to be the free act and deed of the limited partnership.

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.

Nancy Watts Gorman
Notary Public
NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 20, 2001

My Commission Expires:

3/20/01

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

DEC 12 1997

STATE OF MISSOURI)
COUNTY OF St. Louis) SS

On this 1st day of November, 1997, before me appeared STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, to me known to be the persons subscribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

*Trustees of Fiddlestick Subdivision

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.

Nancy Watts Gorman
Notary Public

My Commission Expires:

3/20/01

NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 20, 2001

By Barbara Hall
Time 12:43 PM

END OF DOCUMENT

6-30

57309

BOOK 2104 PAGE 1705

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

JUL 21 1998

ADDENDUM NO. 3 TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR FIDDLESTIX, ST. CHARLES COUNTY, MISSOURI

By

Barbara W. Apted

Time

12:18 PM

This Addendum No. 3 ("Addendum Three") is made and entered into as of this 1st day of July, 1998, by and among NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership ("Developer") and STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, all of St. Louis County, Missouri (hereinafter collectively "Trustees").

WITNESSETH:

WHEREAS, Developer is the owner of a tract of real property located in the Village of New Melle, St. Charles County, Missouri, consisting of approximately 188.37 acres in part of fractional Sections 22 & 23 and Section 26 and part of U. S. Survey 738 Township 46 North, Range 1 East, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference ("Real Property"); and

WHEREAS, Developer desires and intends to develop or permit the development of, a subdivision pursuant to and in conformity with a comprehensive plan of development and contemplates developing this subdivision in stages as will be shown by plats of the Real Property recorded by Developer from time to time, which subdivision is known as "Fiddlestix" ("Fiddlestix subdivision"); and

WHEREAS, Developer and Trustees recorded a certain Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri, dated as of the 28th day of February, 1996 [sic], in Book 1918, Pages 599 through 617, in the State of Missouri, County of St. Charles Recorder of Deeds Office, filed of record on March 5th, 1997 at 11:15 a.m. ("Indenture"); and

WHEREAS, Developer and Trustees recorded a certain Addendum No. 1 to said Indenture, dated as of the 5th day of March, 1997, in Book 1965, Pages 299 through 305, in the State of Missouri, County of St. Charles Recorder of Deeds Office, file of record on August 4th, 1997 at 2:50 p.m. ("Addendum");

WHEREAS, Developer and Trustees recorded a certain Addendum No. 2 to said Indenture, dated as of the 1st day of November, 1997, in Book 2008, Pages 1644-1650, in the State of Missouri,

Apted - Env

County of St. Charles, Recorder of Deeds Office, file of record on December 12, 1997 at 12:43 p.m. ("Addendum Two"); and

WHEREAS, Developer and Trustees desire and intend that this Addendum Three shall be annexed to and made an addition of said Indenture, said Addendum and said Addendum Two thereto;

NOW, THEREFORE, in consideration of the sum of \$1.00, the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, it is understood and agreed that this Addendum Three amends and revises said Indenture, said Addendum and said Addendum Two thereto, as follows:

A. The above preambles and recitals are true and correct and are incorporated herein by reference.

B. The Developer and the Trustees acknowledge and agree that this Addendum Three has been executed, as of, although not necessarily on, and shall be effective as of, the 1st day of July, 1998 ("Effective Date").

C. ARTICLE II - DEFINITION OF TERMS of said Indenture is hereby amended and supplemented by adding the following:

"17. "Fiddlestix Homeowners Association" shall mean and refer to the collective Owners of the Fiddlestix Subdivision."

D. Paragraph 1 of ARTICLE IV - DESIGNATION AND SELECTION OF TRUSTEES AND MEETINGS OF LOT OWNERS of said Indenture is hereby amended by substituting the following in place and in lieu thereof:

"3. Manner of Conducting Elections and Meetings of Lot 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 three (3) 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 the Village of New Melle, Missouri. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, 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, 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 them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Trustee 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 Fiddlestix subdivision may be transacted at any meeting of Owners called in conformity with the procedure described above, in which such meetings shall be known as meetings of the Fiddlestix Homeowners Association. At the first such meeting called, seventy-five percent (75%) of the Patio Homeowners entitled to vote as aforesaid and seventy-five percent (75%) of the Single Family Homeowners entitled to vote as aforesaid and seventy-five percent (75%) of the single Family Homeowners entitled to vote as aforesaid shall constitute a quorum for the purpose of electing Trustees and for the purpose of conducting any other business coming before a meeting. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the Patio Homeowners entitled to vote as aforesaid and fifty percent (50%) of the Single Family Homeowners entitled to vote as aforesaid. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting."

E. ARTICLE V - TRUSTEES DUTIES AND POWERS of said Indenture is hereby amended and supplemented by adding the following:

"15. Executive Officers. Executive Officers of the Fiddlestix Homeowners Association may be designated among the Trustees by the Trustees as determined necessary for the operation of the Fiddlestix Homeowners Association's business. The Executive Officers may consist of a President, Vice President,

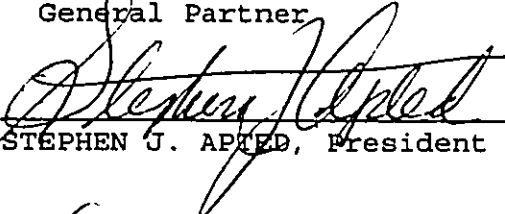
Secretary and Treasurer. Any two (2) or more offices may be held by the same Trustee. The initial Executive Officers of the Fiddlestix Subdivision are Stephen J. Apted - President, William Marcrander - Vice-President, and Barbara W. Apted - Secretary and Treasurer."

All of the other terms, covenants and conditions in said Indenture, said Addendum and said Addendum Two thereto which are not affected hereby shall remain in full force and effect. To the extent this Addendum Three shall be deemed to be inconsistent with any terms, covenants or conditions in said Indenture, in said Addendum or in said Addendum Two thereto, the terms of this Addendum Three shall govern.

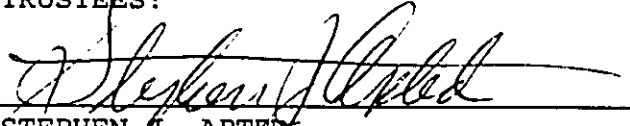
IN WITNESS WHEREOF, New Melle Lakes Development Company, L.P., and the initial Trustees under said Indenture, have executed this Addendum Three as of, although not necessarily on, the above-referenced Effective Date.

NEW MELLE LAKES DEVELOPMENT
COMPANY, L.P.

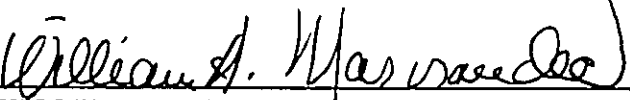
By: APTED-HULLING MANAGEMENT CO.,
General Partner

By: 
STEPHEN J. APTEO, President

TRUSTEES:


STEPHEN J. APTEO


BARBARA W. APTEO


WILLIAM MARCRANDER

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

BOOK 2104 PAGE 1709

On this 10th day of July, 1998, before me appeared STEPHEN J. APTED, to me personally known, who being by me duly sworn, did say that he is the President of APTED-HULLING MANAGEMENT CO., a Missouri corporation, who is the General Partner of NEW MELLE LAKES DEVELOPMENTS COMPANY, L.P., a Missouri limited partnership, and that said instrument was signed in behalf of said limited partnership, and said STEPHEN J. APTED acknowledged said instrument to be the free act and deed of the limited partnership.

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.

Nancy Watts Gorman
Notary Public

My Commission Expires:

NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 20, 2001

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

On this 10th day of July, 1998, before me appeared STEPHEN J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, to me known to be the persons subscribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Nancy Watts Gorman
Notary Public

My Commission Expires:

NANCY WATTS GORMAN
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 20, 2001

Exhibit A

LEGAL DESCRIPTION

BOOK 2104 PAGE 1710

A tract of land being part of the East one half of Fractional Section 22, and part of the West one half of Fractional Section 23, part of the northwest one quarter of Section 26 and part of U.S. Survey 738, all in Township 46 North, Range 1 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the center of Fractional Section 22; thence along the northerly line of the southeast one quarter of Fractional Section 22, South 88°53'00" East a distance of 741.19 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing along said northerly line South 88°53'00" East a distance of 1545.45 feet to a point; thence departing said northerly line North 45°45'47" East a distance of 508.78 feet to a point on the easterly line of said Fractional Section 22; thence along said easterly line North 00°24'34" East a distance of 1034.10 feet to a point on the southwesterly line of U.S. Survey 738; thence along said southwesterly line South 19°47'20" East a distance of 492.11 feet to a point; thence departing said southwesterly line North 70°24'57" East a distance of 1319.00 feet to the northwesterly corner of a tract of land now or formerly of Vernon Schroeder, as recorded in Book 1794, Page 545 of the St. Charles County, Missouri Records; thence along said westerly line South 19°35'03" East a distance of 1057.76 feet to a point on the southerly line of aforementioned U.S. Survey 738; thence along said southerly line and the northerly line of said Schroeder tract South 70°24'57" West a distance of 523.38 feet to the northwesterly corner of said Schroeder tract; thence departing said southerly line of U.S. Survey 738 and along the westerly and southerly lines of said Schroeder tract the following courses: South 00°24'57" West a distance of 1564.20 feet to a point; thence South 89°35'03" East a distance of 795.49 feet to a point on the westerly line of Missouri State Highway Z (60 feet wide); thence along said westerly line South 15°08'57" West a distance of 733.87 feet to a point; thence departing said westerly line and through property now or formerly conveyed to Steve and Barb Apted the following courses: North 44°25'47" West a distance of 530.68 feet to a point on a curve to the left; thence along said curve to the left having a radius of 175.00 feet, an arc length of 42.76 feet, the chord of which bears South 47°54'11" West a distance of 42.65 feet to a point of tangency; thence South 40°54'13" West a distance of 64.57 feet to a point of curvature to the right; thence along said curve to the right having a radius of 525.00 feet, an arc length of 117.31 feet, the chord of which bears South 47°18'17" West a chord distance of 117.06 feet to a point; thence South 36°17'39" East a distance of 28.05 feet to a point; thence South 21°48'53" West a distance of 53.36 feet to a point; thence South 11°19'02" East a distance of 67.36 feet to a point; thence South 09°23'43" West a distance of 212.56 feet to a point; thence South 01°09'13" West a distance of 963.13 feet to a point on the northerly line of Foristell Road (30 feet wide), formerly known as Howell's Ferry Road, as established in County Court Record Book 2, Page 286 of said Records; thence along the northerly line of Foristell Road, as traveled, the following courses: North 56°30'13" West a distance of 28.34 feet to a point; thence North 67°03'05" West a distance of 342.51 feet to a point; thence North 67°02'15" West a distance of 322.60 feet to a point; thence North 64°02'11" West a distance of 168.97 feet to a point; thence North 56°01'07" West a distance of 125.97 feet to a point; thence North 50°43'37" West a distance of 105.62 feet to a point; thence North 43°37'22" West a distance of 106.34 feet to a point; thence North 35°31'04" West a distance of 157.54 feet to a point; thence North 33°32'50" West a distance of 160.79 feet to a point; thence North 30°31'44" West a distance of 144.82 feet to a point; thence North 29°28'45" West a distance of 125.27 feet to a point on a curve to the left; thence along said curve having a radius of 1501.86 feet, an arc length of 454.93 feet, the chord of which bears North 37°50'22" West a chord distance of 453.19 feet to a point; thence North 46°15'13" West a distance of 54.42 feet to a point; thence North 46°29'54" West a distance of 228.44 feet to a point; thence North 46°59'22" West a distance of 270.86 feet to a point; thence North 50°40'20" West a distance of 191.17 feet to a point; thence North 53°00'00" West a distance of 909.11 feet to a point; thence North 48°05'30" West a distance of 234.89 feet to a point; thence North 43°07'30" West a distance of 77.37 feet to a point on the easterly line of a tract of land now or formerly of V.F.W. Thiemann-Tidd Memorial Post, as recorded in Book 1189, Page 201 of said Records; thence along said easterly line the following courses: North 29°16'03" East a distance of 367.15 feet to a point; thence North 53°13'52" West a distance of 278.77 feet to a point; thence North 22°43'52" West a distance of 38.33 feet to the POINT OF BEGINNING and containing 8,221.405 square feet or 188.38 acres more or less. This description has been prepared for use in preparing the covenants & restrictions and is not to be used for the conveyance of real property and is subject to any inaccuracies that a subsequent Boundary Survey may yield.

END OF DOCUMENT

RECORD AS IS

AMRESTR
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S-5



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Bk: DE4058 Pg: 374
12/21/2004 01:41:56PM 1:6

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County MO
BY Janice James

3" Top Margin

Recorder of Deeds Certificate St. Charles County Missouri

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a \$25.00 non-standard fee pursuant to MSMo 59.310.3. This is the first page of your document--DO NOT REMOVE.



Barbara J. Hall
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

ENV

ADDENDUM NO. 4 TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR FIDDLESTIX, ST. CHARLES COUNTY, MISSOURI

This Addendum No. 4 ("Addendum Four") is made an exhibit into as of this 3rd day of August, 2004, by and among NEW BELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri limited partnership ("Developer") and DANIEL C. APTED, of St. Louis County, Missouri, BARBARA W. APTED, of St. Charles County, Missouri, and WILLIAM MARCRANDER, of St. Louis County, Missouri (hereinafter collectively "Trustees").

WITNESSETH:

WHEREAS, Developer is the owner of a tract of real property located in the Village of New Melle, St. Charles County, Missouri, consisting of approximately 138.37 acres in part of fractional Sections 22 & 23 and Section 26 and part of U.S. Survey 738 Township 46 North, Range 1 East, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference ("Real Property"); and

WHEREAS, Developer has been in the process of developing or permitting the development of, a subdivision pursuant to and in conformity with a comprehensive plan of development and contemplates developing this subdivision in stages as will be shown by plats of the Real Property recorded by Developer from time to time, which subdivision is known as "Fiddlestix" ("Fiddlestix subdivision"); and

WHEREAS, Developer and Trustees recorded a certain Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri, dated as of the 28th day of February, 1996 [sic], in book 1918, Pages 599 through 617, in the State of Missouri, County of St. Charles Recorder of Deeds Office, filed of record on March 5th, 1997 at 11:13 a.m. ("Indenture"); and

WHEREAS, Developer and Trustees recorded a certain Addendum No. 1 to said Indenture, dated as of the 5th day of March, 1997, in Book 1965, Pages 299 through 305, in the State of Missouri, County of St. Charles Recorder of Deeds Office, file of record on August 4th, 1997 at 2:50 p.m. ("Addendum"); and

WHEREAS, Developer and Trustees recorded a certain Addendum No. 2 to said Indenture, dated as of the 1st day of November, 1997, in Book 2008, Pages 1644-1650, in the State of Missouri,

County of St. Charles, Recorder of Deeds Office, file of record
in December 10, 1997 at 12:44 p.m. ("Addendum Two"); and

WHEREAS, Developer and Trustees recorded a certain Addendum
No. 1 to said Indenture, dated as of the 1st day of July 1997, in
Book 2114, Pages 1705-1710, in the State of Missouri, County of
St. Charles, Recorder of Deeds Office, file of record on July
21, 1998 at 12:18 p.m. ("Addendum Three"); and

WHEREAS, Developer and Trustees desire and intend that this
Addendum Four shall be annexed to and made an addition of said
Indenture, said Addendum, said Addendum Two and said Addendum
Three thereto;

NOW, THEREFORE, in consideration of the sum of \$1.00, the
exchange of mutual promises and other good and valuable
consideration, the receipt and sufficiency which are hereby
acknowledged, it is understood and agreed that this Addendum
Four amends and revises said Indenture, said Addendum, said
Addendum Two and said Addendum Three thereto, as follows:

- A. The above preambles and recitals are true and correct and
are incorporated herein by reference.
- B. The Developer and the Trustees acknowledge and agree that
this Addendum Four has been executed, as of, although not
necessarily on, and shall be effective as of, the 3rd day
of August, 2004 ("Effective Date").
- C. Section 1 (c) of ARTICLE IX - RESTRICTIONS (Single Family
Homes) is hereby amended by substituting the following in
place and in lieu thereof:

" (c) Only attached garages to a single
family residential structure are allowed; no
carports or any other structure that consist of
only a roof, but no sides, that may be attached
or not attached to the side of a building to
give shelter for vehicles or any other type of
personal property shall not be allowed. All
attached garages shall be not less than two (2)
motor vehicle garages, and not more than four
(4) motor vehicle garages. No front entry
garages shall be allowed."

- D. Said Indenture is amended and supplemented by adding the
following Section to Article IX - RESTRICTIONS:

"20. Propane Tanks. Propane Tanks may be allowed on Custom Estate Lots if buried; that is concealed underground from viewing above ground, and allowance of such propane tanks are further subjected to the prior written approval of the Architectural Control Committee."

B. ARTICLE IX - PROPERTY RIGHTS AND EASEMENTS of said Indenture is hereby amended and supplemented by adding the following:

"5. Easements for Sewer. An easement was granted for connection into the Fiddlestix Subdivision Treatment Plant for the certain real property located at 300 Foristell Road, New Melle, MO. (the "First Apted Easement") First Apted Easement provides, among other things, that it shall run with the land and no fees for monthly usage shall be due as long as said real property remains in the Apted Family or in an Apted Family Trust. In addition, a second easement (the "Second Apted Easement") shall be granted to allow one Single Family Home, to be built, on 3 +/- acre lot on Foristell Road (legal description attached hereto) to connect into the Fiddlestix Subdivision Treatment Plant and use of the easement between lots 17 & 18, as recorded on Fiddlestix Plat One, as per plat thereof recorded in Plat Book 34 Page 101 of the St. Charles County Records. Use of Second Apted Easement is for the purpose of connecting to the Fiddlestix Subdivision Treatment collection line and/or maintaining said lines to that connection. Second Apted Easement shall also provide, among other things, that it shall run with the land and no fees for monthly usage shall be due as long as said real property remains in the Apted Family or in an Apted Family Trust; provided further, however, that if said real property does not remain in the Apted Family or in an Apted Family Trust then a reasonable tap fee and monthly sewer charge may apply."

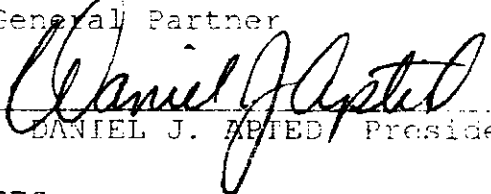
All of the other terms, covenants and conditions in said Indenture and said Addendum, said Addendum Two and said Addendum Three thereto which are not affected hereby shall remain in full force and effect. To the extent this Addendum Four shall be deemed to be inconsistent with any terms, covenants, or conditions in said Indenture or in said Addendum, said Addendum Two and said Addendum Three thereto, the terms of this Addendum Four shall govern.

IN WITNESS WHEREOF, New Melle Lakes Development Company, L.P., and the initial Trustees and their Successor Trustees under said Indenture, have executed this Addendum Four as of, although not necessarily on, the above-referenced Effective Date.

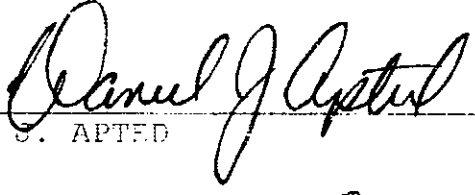
NEW MELLE LAKES DEVELOPMENT
COMPANY, L.P.

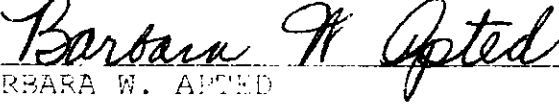
By: APTED-HULLING MANAGEMENT CO.,
General Partner

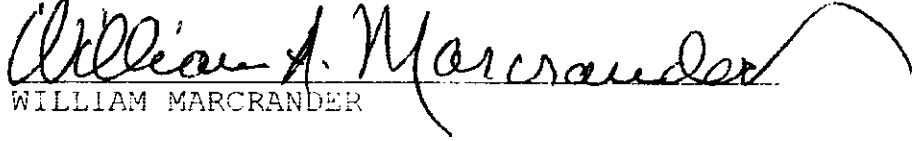
By:


DANIEL J. APTED, President

TRUSTEES:


DANIEL S. APTED


BARBARA W. APTED


WILLIAM MARCRANDER

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

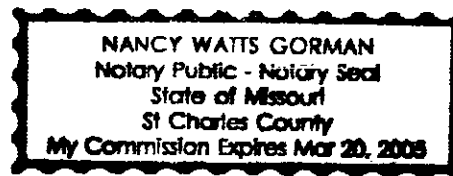
On this 21st day of October, 2004, before me appeared DANIEL J. APTED, to me personally known, who being by me duly sworn, did say that he is the President of APTED-HUNTING MANAGEMENT CO., a Missouri corporation, who is the General Partner of NEW BELLE LAKES DEVELOPMENTS COMPANY, L.P., a Missouri limited partnership, and that said instrument was signed in behalf of said limited partnership, and said DANIEL J. APTED acknowledged said instrument to be the free act and deed of the limited partnership.

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.

Nancy Watts Gorman
Notary Public

My Commission Expires:

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

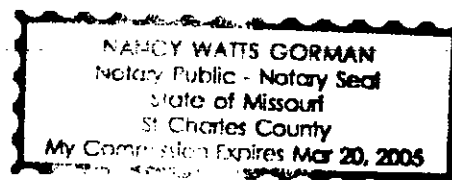


On this 21st day of October, 2004, before me appeared DANIEL J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, to me known to be the persons subscribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Nancy Watts Gorman
Notary Public

My Commission Expires:





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CERTIFIED-FILED FOR RECORD

Barbara J. Hall

Recorder of Deeds

St. Charles County, Missouri

BY:KAUERSWALD

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9-06209 UST-STCC KK

Title(s) of Document: ADDENDUM NO. 5 TO INDENTURE OF TRUST
AND RESTRICTIONS FOR FIDDLESTIX,
ST. CHARLES COUNTY, MISSOURI

Date of Document: September 28, 2009

Grantor(s): NEW MELLE LAKES DEVELOPMENT COMPANY,
L.P., a Missouri Limited Partnership,
now known as NEW MELLE LAKES
DEVELOPMENT, L.L.C., a Missouri Limited
Liability Company, and STEPHEN J.
APTED, BARBARA W. APTED and WILLIAM
MARCRANDER, Trustees

Grantee(s): Same as Grantors

Grantee's Address: 6300 Clayton Rd., St. Louis MO 63117

Full Legal Description
is Located on Page(s): See Exhibit A attached, on page 6

Reference Book(s) and
Page(s), if required: Bk. 1918, pp. 599 et seq., Bk.
1965, pp. 299 et seq., Bk. 2008,
pp. 1644 et seq., Bk. 2104, pp. 1705
et seq., Bk. 4058, pp. 374 et seq.



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ADDENDUM NO. 5 TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR FIDDLESTIX, ST. CHARLES COUNTY, MISSOURI

This Addendum No. 5 ("Addendum Five") is made and entered into as of this 28th day of September, 2009, by and among NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership, now known as NEW MELLE LAKES DEVELOPMENT, L.L.C., a Missouri Limited Liability Company ("Developer"), and DANIEL J. APTED, of St. Louis County, Missouri, BARBARA W. APTED, of St. Charles County, Missouri, and WILLIAM MARCRANDER, of St. Louis County, Missouri, as Trustees (hereinafter collectively "Trustees").

WITNESSETH:

WHEREAS, Developer is the owner of a tract of real property located in the Village of New Melle, St. Charles County, Missouri, consisting of approximately 188.37 acres in part of fractional Sections 22 & 23 and Section 26 and part of U.S. Survey 738 Township 46 North, Range 1 East, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference ("Real Property"); and

WHEREAS, Developer has been in the process of developing or permitting the development of, a subdivision pursuant to and in conformity with a comprehensive plan of development and contemplates developing this subdivision in stages as will be shown by plats of the Real Property recorded by Developer from time to time, which subdivision is known as "Fiddlestix" ("Fiddlestix subdivision"); and

WHEREAS, Developer and Trustees recorded a certain Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri, dated as of the 28th day of February, 1996 [sic], in book 1918, Pages 599 through 617, in the State of Missouri, County of St. Charles Recorder of Deeds Office, filed of record on March 5th, 1997 at 11:15 a.m. ("Indenture"); and

WHEREAS, Developer and Trustees recorded a certain Addendum No. 1 to said Indenture, dated as of the 5th day of March, 1997, in Book 1965, Pages 299 through 305, in the State of Missouri, County of St. Charles Recorded of Deeds Office, filed of record on August 4th, 1997 at 2:50 p.m. ("Addendum"); and



WHEREAS, Developer and Trustees recorded a certain Addendum No. 2 to said Indenture, dated as of the 1st day of November, 1997, in Book 2008, Pages 1644-1650, in the State of Missouri, County of St. Charles, Recorder of Deeds Office, filed of record on December 12, 1997 at 12:43 p.m. ("Addendum Two"); and

WHEREAS, Developer and Trustees recorded a certain Addendum No. 3 to said Indenture, dated as of the 1st day of July 1998, in Book 2104, Pages 1705-1710, in the State of Missouri, County of St. Charles, Recorder of Deeds Office, filed of record on July 21, 1998 at 12:18 p.m. ("Addendum Three"); and

WHEREAS, Developer and Trustees recorded a certain Addendum No. 4 to said Indenture, dated as of the 3rd day of August, 2004, in Book 4058, Pages 374-379, in the State of Missouri, County of St. Charles, Recorder of Deeds Office, filed of record on December 21, 2004 at 1:41 p.m. ("Addendum Four"); and

WHEREAS, Developer and Trustees desire and intend that this Addendum Five shall be annexed to and made an addition of said Indenture, said Addendum, said Addendum Two, said Addendum Three and said Addendum Four thereto;

NOW, THEREFORE, in consideration of the sum of \$1.00, the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, it is understood and agreed that this Addendum Five amends and revises said Indenture, said Addendum, said Addendum Two, said Addendum Three and said Addendum Four thereto, as follows:

- A. The above preambles and recitals are true and correct and are incorporated herein by reference.
- B. The Developer and the Trustees acknowledge and agree that this Addendum Five has been executed, as of, although not necessarily on, and shall be effective as of, the 28th day of September, 2009 ("Effective Date").
- C. The property described in Exhibit B attached hereto and incorporated herein by this reference shall be excluded from the property to which said Indenture, said Addendum, said Addendum Two, said Addendum Three and said Addendum Four thereto apply. The property described in Exhibit B attached hereto and incorporated herein by this reference is hereby released from and shall no longer be subject to any



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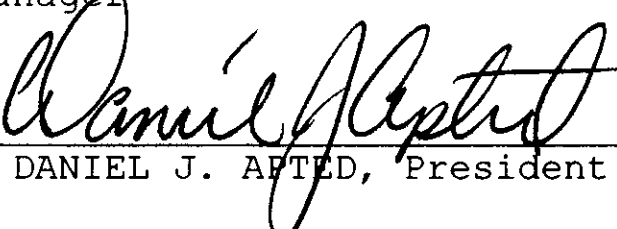
of the covenants, restrictions and other terms of said Indenture, said Addendum, said Addendum Two, said Addendum Three and said Addendum Four thereto.

All of the other terms, covenants and conditions in said Indenture, said Addendum, said Addendum Two, said Addendum Three and said Addendum Four thereto which are not affected hereby shall remain in full force and effect. To the extent this Addendum Five shall be deemed to be inconsistent with any terms, covenants, or conditions in said Indenture, said Addendum, said Addendum Two, said Addendum Three and said Addendum Four thereto, the terms of this Addendum Five shall govern.

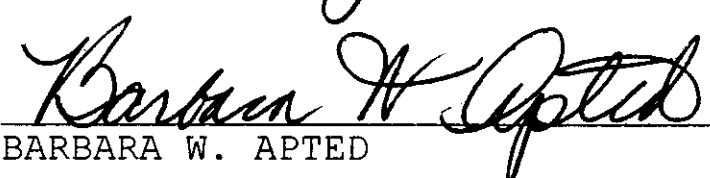
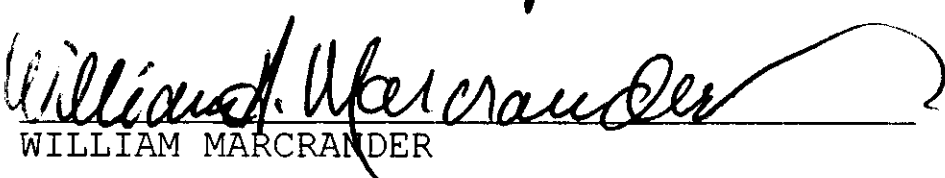
IN WITNESS WHEREOF, NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., now known as NEW MELLE LAKES DEVELOPMENT, L.L.C., and the initial Trustees and their Successor Trustees under said Indenture, have executed this Addendum Five as of, although not necessarily on, the above-referenced Effective Date.

NEW MELLE LAKES DEVELOPMENT COMPANY,
L.P., a Missouri Limited Partnership,
now known as NEW MELLE LAKES
DEVELOPMENT, L.L.C., a Missouri Limited
Liability Company
By: APTED-HULLING MANAGEMENT CO.,
Manager

By:


DANIEL J. APTED, President

TRUSTEES:


DANIEL J. APTED
BARBARA W. APTED
WILLIAM MARCRANDER



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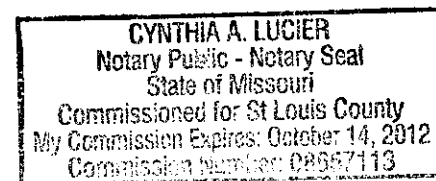
STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 28th day of September, 2009, before me appeared DANIEL J. APTED, to me personally known, who being by me duly sworn, did say that he is the President of APTED-HULLING MANAGEMENT CO., the Manager of NEW MELLE LAKES DEVELOPMENT, L.L.C., a Missouri Limited Liability corporation, which is the successor in interest of NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri limited partnership, and that said instrument was signed in behalf of said corporation, and said DANIEL J. APTED acknowledged said instrument to be the free act and deed of the corporation.

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.

Cynthia A. Lucier
Notary Public

My Commission Expires: Oct. 14, 2012



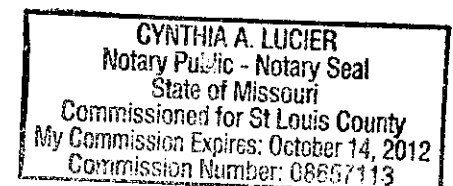
STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 28th day of September, 2009, before me appeared DANIEL J. APTED, BARBARA W. APTED and WILLIAM MARCRANDER, to me known to be the persons subscribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Cynthia A. Lucier
Notary Public

My Commission Expires: Oct. 14, 2012





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EXHIBIT A

A tract of land being part of the East one half of Fractional Section 22, and part of the West one half of Fractional Section 23, part of the northwest one quarter of Section 26 and part of U.S. Survey 738, all in Township 46 North, Range 1 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the center of Fractional Section 22; thence along the northerly line of the southeast one quarter of Fractional Section 22, South $88^{\circ}53'00''$ East a distance of 741.19 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing along said northerly line South $88^{\circ}53'00''$ East a distance of 1545.45 feet to a point; thence departing said northerly line North $45^{\circ}45'47''$ East a distance of 508.78 feet to a point on the easterly line of said Fractional Section 22; thence along said easterly line North $00^{\circ}24'34''$ East a distance of 1034.10 feet to a point on the southwesterly line of U.S. Survey 738; thence along said southwesterly line South $19^{\circ}47'20''$ East a distance of 492.11 feet to a point; thence departing said southwesterly line North $70^{\circ}24'57''$ East a distance of 1319.00 feet to the northwesterly corner of a tract of land now or formerly of Vernon Schroeder, as recorded in Book 1794, Page 545 of the St. Charles County, Missouri Records; thence along said westerly line South $19^{\circ}35'03''$ East a distance of 1057.76 feet to a point on the southerly line of aforementioned U.S. Survey 738; thence along said southerly line and the northerly line of said Schroeder tract South $70^{\circ}24'57''$ West a distance of 523.38 feet to the northwesterly corner of said Schroeder tract; thence departing said southerly line of U.S. Survey 738 and along the westerly and southerly lines of said Schroeder tract the following courses: South $00^{\circ}24'57''$ West a distance of 1564.20 feet to a point; thence South $89^{\circ}35'03''$ East a distance of 795.49 feet to a point on the westerly line of Missouri State Highway Z (60 feet wide); thence along said westerly line South $15^{\circ}08'57''$ West a distance of 733.87 feet to a point; thence departing said westerly line and through property now or formerly conveyed to Steve and Barb Apted the following courses: North $44^{\circ}25'47''$ West a distance of 530.68 feet to a point on a curve to the left; thence along said curve to the left having a radius of 175.00 feet, an arc length of 42.76 feet, the chord of which bears South $47^{\circ}34'11''$ West a distance of 42.65 feet to a point of tangency; thence South $49^{\circ}54'13''$ West a distance of 64.57 feet to a point of curvature to the right; thence along said curve to the right having a radius of 525.00 feet, an arc length of 117.31 feet, the chord of which bears South $47^{\circ}18'17''$ West a chord distance of 117.06 feet to a point; thence South $36^{\circ}17'39''$ East a distance of 28.05 feet to a point; thence South $21^{\circ}48'53''$ West a distance of 53.36 feet to a point; thence South $11^{\circ}19'02''$ East a distance of 67.36 feet to a point; thence South $09^{\circ}23'43''$ West a distance of 212.56 feet to a point; thence South $01^{\circ}09'13''$ West a distance of 963.13 feet to a point on the northerly line of Foristell Road (30 feet wide), formerly known as Howell's Ferry Road, as established in County Court Record Book 2, Page 286 of said Records; thence along the northerly line of Foristell Road, as traveled, the following courses: North $56^{\circ}30'13''$ West a distance of 28.34 feet to a point; thence North $67^{\circ}03'05''$ West a distance of 342.51 feet to a point; thence North $67^{\circ}02'15''$ West a distance of 322.60 feet to a point; thence North $64^{\circ}02'11''$ West a distance of 168.97 feet to a point; thence North $56^{\circ}01'07''$ West a distance of 125.97 feet to a point; thence North $50^{\circ}43'37''$ West a distance of 105.62 feet to a point; thence North $43^{\circ}37'22''$ West a distance of 106.34 feet to a point; thence North $35^{\circ}31'04''$ West a distance of 157.54 feet to a point; thence North $33^{\circ}32'50''$ West a distance of 160.79 feet to a point; thence North $30^{\circ}31'44''$ West a distance of 144.82 feet to a point; thence North $29^{\circ}28'45''$ West a distance of 125.27 feet to a point on a curve to the left; thence along said curve having a radius of 1501.86 feet, an arc length of 454.93 feet, the chord of which bears North $37^{\circ}50'22''$ West a chord distance of 453.19 feet to a point; thence North $46^{\circ}15'13''$ West a distance of 54.42 feet to a point; thence North $46^{\circ}29'54''$ West a distance of 228.44 feet to a point; thence North $46^{\circ}59'22''$ West a distance of 270.86 feet to a point; thence North $50^{\circ}40'20''$ West a distance of 191.17 feet to a point; thence North $53^{\circ}00'00''$ West a distance of 909.11 feet to a point; thence North $48^{\circ}05'30''$ West a distance of 234.89 feet to a point; thence North $43^{\circ}07'30''$ West a distance of 77.37 feet to a point on the easterly line of a tract of land now or formerly of V.F.W. Thiemann-Tidd Memorial Post, as recorded in Book 1189, Page 201 of said Records; thence along said easterly line the following courses: North $29^{\circ}16'03''$ East a distance of 367.15 feet to a point; thence North $53^{\circ}13'52''$ West a distance of 278.77 feet to a point; thence North $22^{\circ}43'52''$ West a distance of 38.33 feet to the POINT OF BEGINNING and containing 8,205.905 square feet or 188.38 acres more or less. This description has been prepared for use in preparing the covenants & restrictions and is not to be used for the conveyance of real property and is subject to any inaccuracies that a subsequent Boundary Survey may yield.



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EXHIBIT B

A tract of land being part of Fiddlestix Patio Homes Phase 2A Road Dedication and Easement Plat as recorded in Plat Book 39, Pages 135 through 137 of the St. Charles County, Missouri Recorder's Office in the West Half of Fractional Section 23, Township 46 North, Range 1 East and being more particularly described as follows:

BEGINNING at the northeastern corner of the Common Ground as platted on the aforementioned Phase 2A; thence leaving said corner and along the easterly line of said Common Ground the following: South $14^{\circ}06'46''$ East a distance of 327.26 feet to a point; thence South $36^{\circ}08'44''$ East a distance of 25.53 feet to a point; thence South $32^{\circ}46'13''$ West a distance of 74.71 feet to a point being the most northern corner of Fiddlestix Patio Homes Phase 1A Road Dedication Easement Plat as recorded in Plat Book 34, Pages 217 of said Recorder's Office; thence leaving said corner and through the aforementioned Common Ground of Phase 2A North $13^{\circ}42'36''$ West a distance of 415.76 feet to the POINT OF BEGINNING and containing 17,004 square feet or 0.39 acres more or less.

And also:

A tract of land being part of the Fiddlestix Patio Homes Phase Three Road Dedication and Easement Plat as recorded in Plat Book 37, Pages 21 through 23 of the St. Charles County, Missouri Recorder's Office in the West Half of Fractional Section 23, Township 46 North, Range 2 East and being more particularly described as follows:

BEGINNING at the most northern corner of the Common Ground as platted on the aforementioned said Phase 3; thence along the northerly line of Phase 3 South $51^{\circ}26'16''$ East a distance of 227.00 feet to a point; thence along the easterly line of said common ground of Phase Three South $39^{\circ}43'20''$ West a distance of 106.36 feet to a point; thence leaving said easterly line and through the aforementioned common ground Phase 3 North $55^{\circ}04'29''$ West a distance of 238.50 feet to a point being the most eastern corner of Fiddlestix Patio Homes Phase 1A Road Dedication Easement Plat as recorded in Plat Book 34, Page 217 of the said Recorder's Office; thence leaving said corner and along the northwesterly line of the aforementioned Common Ground of Phase 3 North $44^{\circ}45'02''$ East a distance of 122.18 feet to the POINT OF BEGINNING and containing 26,425 square feet or 0.61 acres more or less.



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And also:

A tract of land being part of the West Half of Fractional Section 23, Township 46 North, Range 1 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the most easterly corner of Fiddlestix Patio Homes Phase 3 Road Dedication Easement Plat as recorded in Plat Book 37, Pages 21 through 23 of the St. Charles County, Missouri Recorder's Office; thence leaving said corner South $51^{\circ}26'16''$ East a distance of 0.53 feet to a point on the northwesterly line of property now or formerly of Apted-Hulling, Inc. as recorded in Book 1848, Page 1630 of said Recorder's Office; thence along said the northwestern line along a curve to the right having a radius of 525.00 feet, an arc length of 9.58 feet, a chord of which bears South $42^{\circ}52'35''$ West a chord distance of 9.58 feet to a point on the aforementioned easterly line of Fiddlestix Patio Homes Phase 3; thence along said easterly line North $39^{\circ}43'28''$ a distance of 9.56 feet to a POINT OF BEGINNING and containing 3 square feet.

And also:

A tract of land being part of the West Half of Fractional Section 23, Township 46 North, Range 1 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the most eastern corner of Fiddlestix Patio Homes Phase 3 Road Dedication Easement Plat as recorded in Plat Book 37, Pages 21 through 23 of the St. Charles County, Missouri Recorder's Office; thence leaving said corner and along the southeasterly corner of Phase 3 South $39^{\circ}43'20''$ West a distance of 9.56 feet to the POINT OF BEGINNING of a tract of land herein described; thence continuing along said easterly line South $39^{\circ}43'20''$ West a distance of 96.80 feet to a point on a line of property now or formerly of Apted-Hulling, Inc. as recorded in Book 1848, Page 1630 of said Recorder's Office; thence leaving said eastern line and along the property of the aforementioned Apted-Hulling, Inc. property North $36^{\circ}17'38''$ West a distance of 14.92 feet to a point; thence continuing along the northern line of said Apted-Hulling, Inc. property along a curve to the left having a radius of 525.00 feet, an arc length of 94.44 feet, a chord of which bears North $48^{\circ}33'10''$ East a chord distance of 94.31 feet to the POINT OF BEGINNING and containing 567 square feet.

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CERTIFIED-FILED FOR RECORD

Barbara J. Hall

Recorder of Deeds

St. Charles County, Missouri

BY:PGOODRICH \$39.00

Instrument Prepared by and When Recorded, Mail To:

KAZANAS LC Law Firm
c/o Dan J. Kazanas, Esq.
321 West Port Plaza Drive, Suite 201
Saint Louis, Missouri 63146

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Addendum No. 6 to Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri

DATE OF DOCUMENT: As of the 15th of May 2013

GRANTOR(S): NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership, now known as NEW MELLE LAKES DEVELOPMENT, L.L.C., a Missouri Limited Liability Company ("Developer") and DANIEL J. APTED, MARGIE P. PIOT, and RAYMOND ROSE, Trustees

GRANTEE(S): [Same as Grantors]

ADDRESS OF GRANTEE(S): New Melle Lakes Development, L.L.C.
5620 Grand Drive
Saint Louis, Missouri 63112

LEGAL DESCRIPTION: The Legal Description is more particularly described on Exhibit A attached hereto, on page 8, excluding the real property more particularly described on Exhibit B attached hereto, on page 9.

REFERENCE BOOK(S) and PAGE(S), if required: Bk. 1918, pp. 599 et seq., Bk. 1965, pp. 299 et seq., Bk. 2008, pp. 1644 et seq., Bk. 2104, pp. 1705 et seq., Bk. 4058, pp. 374 et seq., Bk. 5273, pp. 953 et seq.



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ADDENDUM NO. 6 TO
INDENTURE OF TRUST AND RESTRICTIONS
FOR FIDDLESTIX, ST. CHARLES COUNTY, MISSOURI

This Addendum No. 6 (“Addendum Six”) is made and entered into as of this 15th day of May, 2013, by and among NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership now known as NEW MELLE LAKES DEVELOPMENT, L.L.C., a Missouri Limited Liability Company (“Developer”) and DANIEL J. APTED, of St. Louis County, Missouri, MARGIE P. PIOT, of St. Clair County, Illinois and RAYMOND ROSE, of St. Charles County, Missouri (hereinafter collectively “Trustees”).

WITNESSETH:

WHEREAS, Developer is the owner of a tract of real property located in the Village of New Melle, St. Charles County, Missouri, consisting of approximately 188.37 acres in part of fractional Sections 22 & 23 and Section 26 and part of U.S. Survey 738 Township 46 North, Range 1 East, as more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by reference, excluding the real property more particularly described on Exhibit “B”, which is attached hereto and incorporated herein by reference (“Real Property”); and

WHEREAS, Developer has been in the process of developing or permitting the development of, a subdivision pursuant to and in conformity with a comprehensive plan of development and contemplates developing this subdivision in stages as will be shown by plats of the Real Property recorded by Developer from time to time, which subdivision is known as “Fiddlestix” (“Fiddlestix subdivision”); and

WHEREAS, Developer and the then Trustees recorded a certain Indenture of Trust and Restrictions for Fiddlestix, St. Charles County, Missouri, dated as of the 28th day of February, 1996 [sic], in Book 1918, Pages 599 through 617, in the State of Missouri, County of St. Charles Recorder of Deeds Office, filed of record on March 5th, 1997 at 11:15 a.m. (“Indenture”); and



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WHEREAS, Developer and the then Trustees recorded a certain Addendum No. 1 to said Indenture, dated as of the 5th day of March, 1997, in Book 1965, Pages 299 through 305, in the State of Missouri, County of St. Charles Recorded of Deeds Office, file of record on August 4th, 1997 at 2:50 p.m. (“Addendum”); and

WHEREAS, Developer and the then Trustees recorded a certain Addendum No. 2 to said Indenture, dated as of the 1st day of November, 1997, in Book 2008, Pages 1644-1650, in the State of Missouri, County of St. Charles, Recorder of Deeds Office, file of record on December 12, 1997 at 12:43 p.m. (“Addendum Two”); and

WHEREAS, Developer and the then Trustees recorded a certain Addendum No. 3 to said Indenture, dated as of the 1st day of July 1998, in Book 2104, Pages 1705-1710, in the State of Missouri, County of St. Charles, Recorder of Deeds Office, file of record on July 21, 1998 at 12:18 p.m. (“Addendum Three”); and

WHEREAS, Developer and the then Trustees recorded a certain Addendum No. 4 to said Indenture, dated as of the 3rd day of August 2004, in Book 4058, Pages 374-379, in the State of Missouri, County of St. Charles, Recorder of Deeds Office, file of record on December 21, 2004 at 1:41 p.m. (“Addendum Four”); and

WHEREAS, Developer and the then Trustees recorded a certain Addendum No. 5 to said Indenture, dated as of the 28th day of September 2009, in Book 5273, Pages 953-960, in the State of Missouri, County of St. Charles, Recorder of Deeds Office, file of record on October 2, 2009 at 2:23 p.m. (“Addendum Five”); and

WHEREAS, on or about June 1, 2012, the then Trustee WILLIAM MARCRANDER, of St. Louis County, Missouri resigned his position, and based on a vacancy, the other remaining Trustees and the Developer appointed MARGIE P. PIOT as Trustee of the Fiddlestix subdivision;



WHEREAS, on or about May 15, 2013, the then Trustee BARBARA W. APTED, of St. Charles County, Missouri resigned her position, and based on a vacancy, the other remaining Trustees and the Developer appointed RAYMOND ROSE as Trustee of the Fiddlestix subdivision;

WHEREAS, Developer and Trustees desire and intend that this Addendum Six shall be annexed to and made an addition of said Indenture, said Addendum, said Addendum Two, said Addendum Three, said Addendum Four, and said Addendum Five thereto.

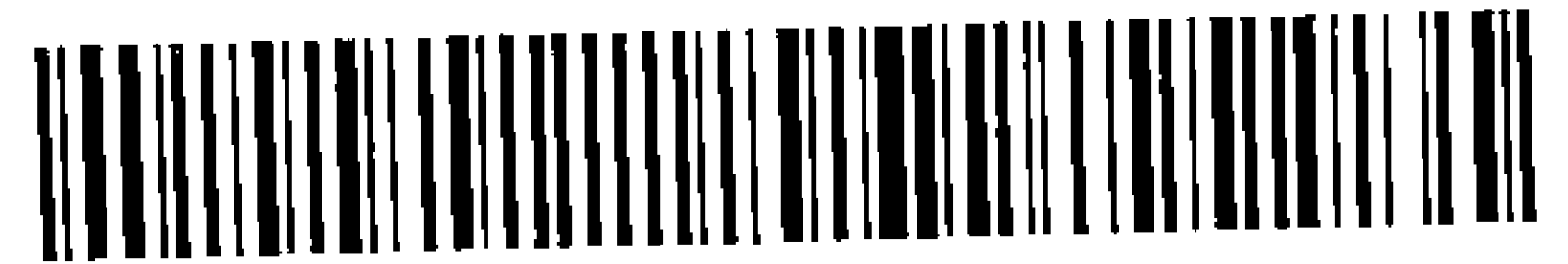
NOW, THEREFORE, in consideration of the sum of \$1.00, the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, it is understood and agreed that this Addendum Six amends and revises said Indenture, said Addendum, said Addendum Two, said Addendum Three, said Addendum Four, and said Addendum Five, as follows:

- A. The above preambles and recitals are true and correct and are incorporated herein by reference.
- B. The Developer and the Trustees acknowledge and agree that this Addendum Six has been executed, as of, although not necessarily on, and shall be effective as of, the 15th day of May 2013 ("Effective Date").
- C. ARTICLE VI – ARCHITECTURAL AND ENVIRONMENTAL CONTROL is hereby amended by substituting the following in place and in lieu thereof:

"ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after the conveyance of an improved or unimproved Lot by the Developer—be it a Lot for a Single Family Home or for a Patio Home, including without limitation, those Lots that may at the date of such conveyance have construction of residences completed thereon; no building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the



nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing 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 three (3) 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 ninety (90) 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 this provision 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 Fiddlestix subdivision 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 on the Lots to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure on any Lot shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express written consent of the Architectural Control Committee."

D. Said Indenture is amended and supplemented by adding the following Section to Article IX – RESTRICTIONS:

"30. Patio Homes. When a Patio Homeowner desires to construct a patio home residential structure on a Lot designated as a Patio Home, the Patio Homeowner shall submit the written plans and specifications drawn and sealed by a registered architect for the construction of a patio home residential structure to the Architectural Control Committee, as provided in ARTICLE VI hereof. Thereafter, if and when the Architectural Control Committee issues written approval of the written plans and specifications for the construction of a patio home residential structure on such Lot, such Patio Homeowner shall complete the construction of the patio home residential structure and have it ready for residential use, all in accordance with the approved plans and specifications as determined in the sole discretion of the Architectural Control Committee, no later than 12 months from the date such plans and specifications are approved in writing by the Architectural Control Committee.

Prior to the patio home residential structure being completed for residential use on such Lot, as determined in the sole discretion of the Architectural Control Committee, the Patio Homeowner shall continuously and uninterruptedly clean up any rubbish or debris from such Lot, and keep such Lot in a clean and orderly manner at the sole cost and expense of such Patio Homeowner."

All of the other terms, covenants and conditions in said Indenture, said Addendum, said Addendum Two, said Addendum Three, said Addendum Four, and said Addendum Five thereto which are not affected hereby shall remain in full force and effect. To the extent this Addendum



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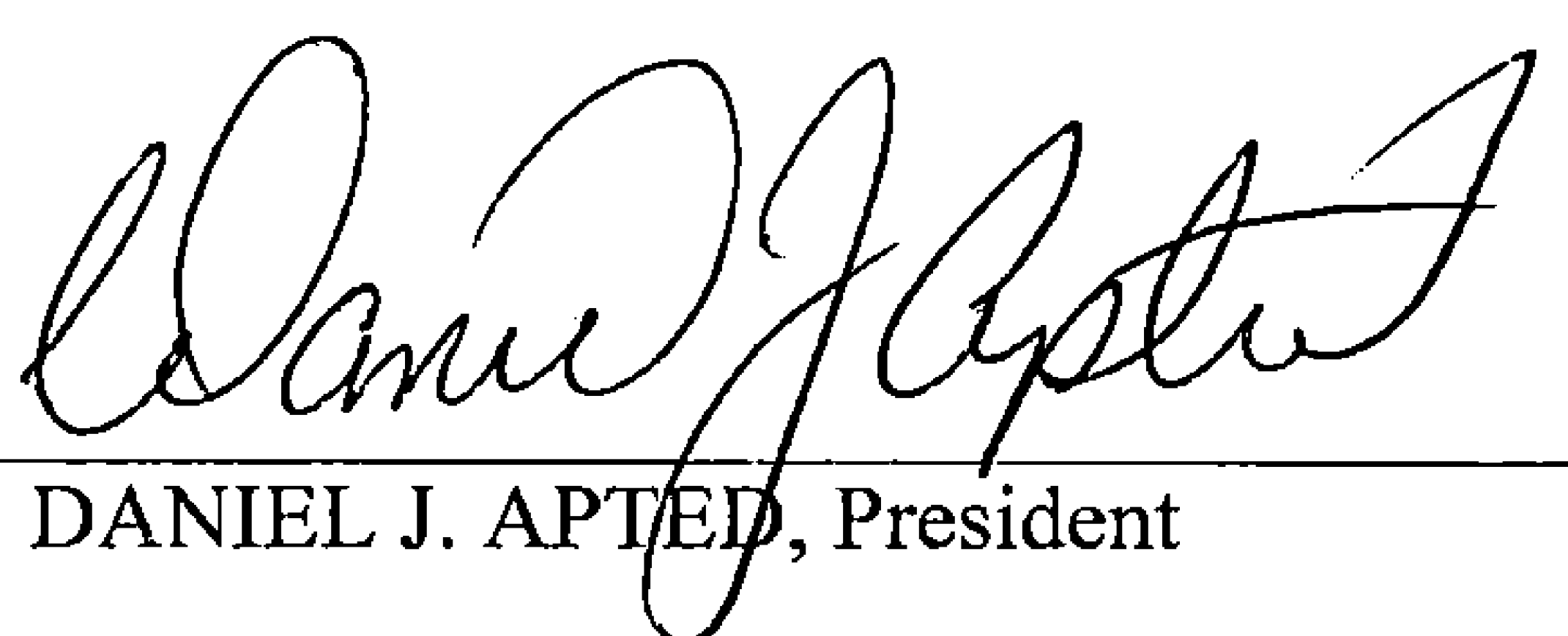
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Six shall be deemed to be inconsistent with any terms, covenants, or conditions in said Indenture or in said Addendum, said Addendum Two, said Addendum Three, said Addendum Four, and said Addendum Five thereto, the terms of this Addendum Six shall govern.

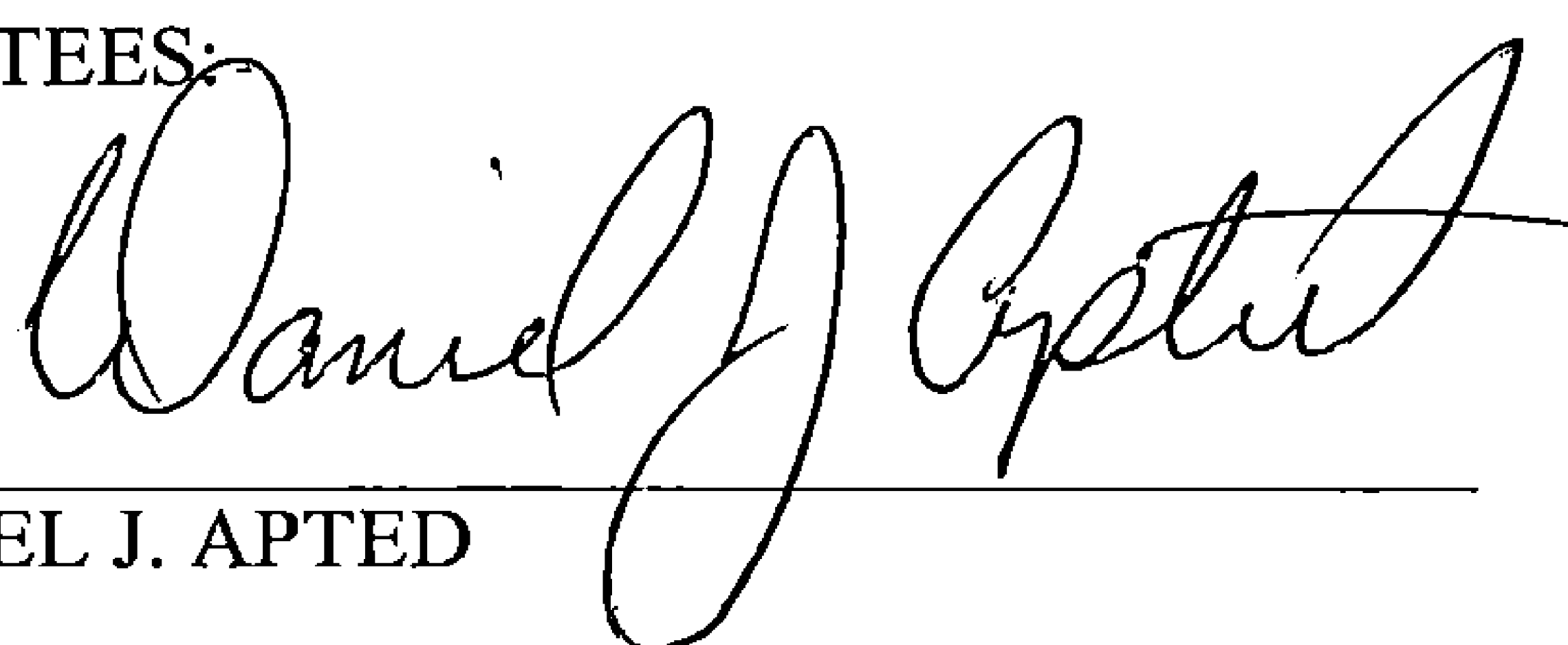
IN WITNESS WHEREOF, NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership, now known as NEW MELLE LAKES DEVELOPMENT, L.L.C., a Missouri Limited Liability Company, and the initial Trustees and their Successor Trustees under said Indenture, have executed this Addendum Six as of, although not necessarily on, the above-referenced Effective Date.

NEW MELLE LAKES DEVELOPMENT COMPANY, L.P., a Missouri Limited Partnership, now known as NEW MELLE LAKES DEVELOPMENT, L.L.C., a Missouri Limited Liability Company

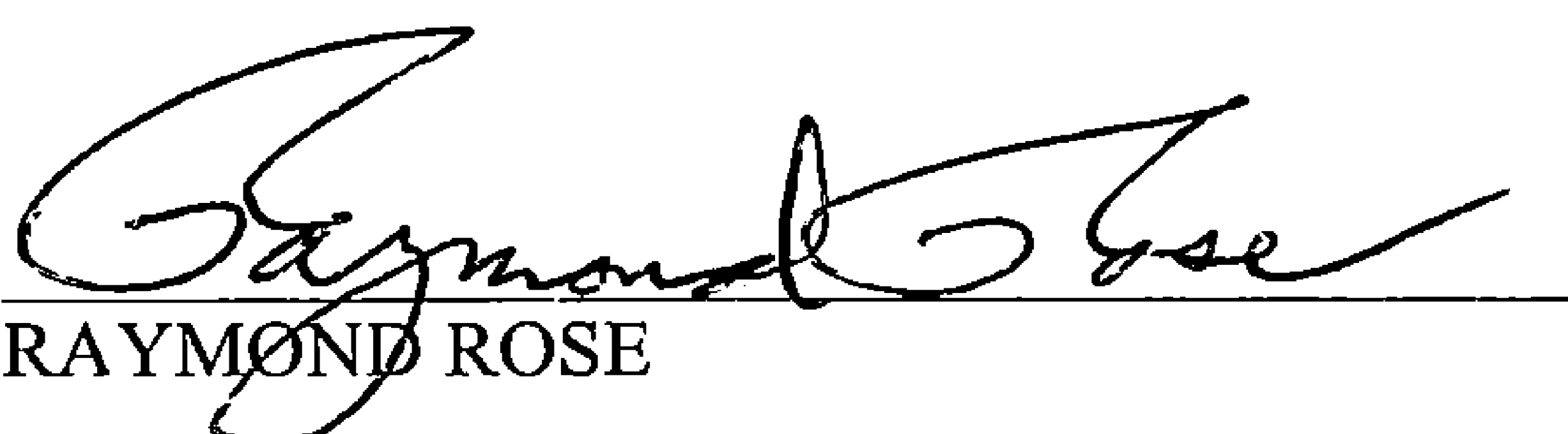
By: APTED-HULLING MANAGEMENT CO., Manager

By: 
DANIEL J. APTED, President

TRUSTEES:


DANIEL J. APTED


MARGIE P. PIOT


RAYMOND ROSE



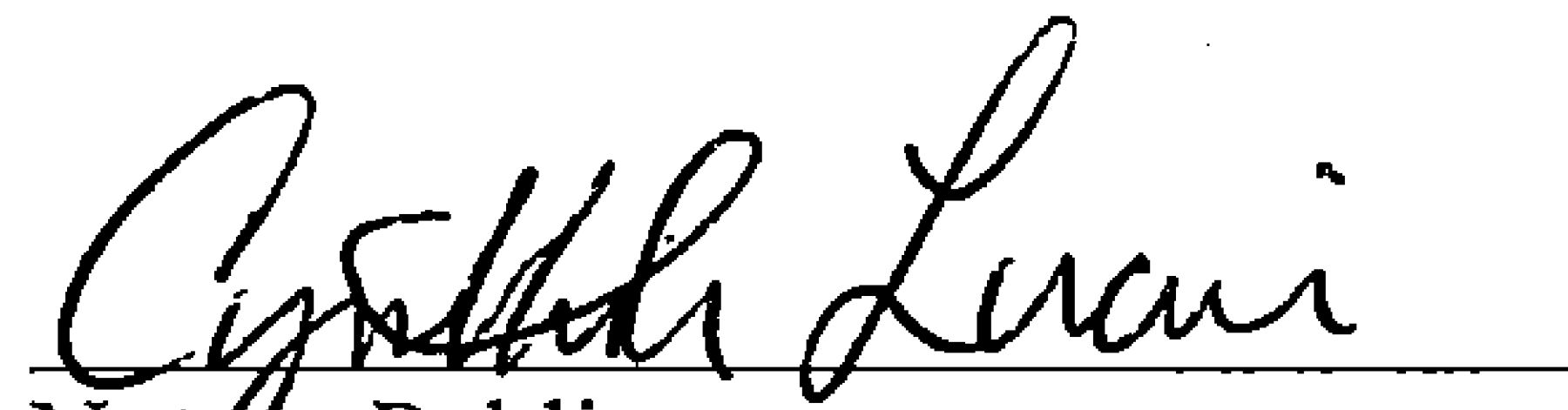
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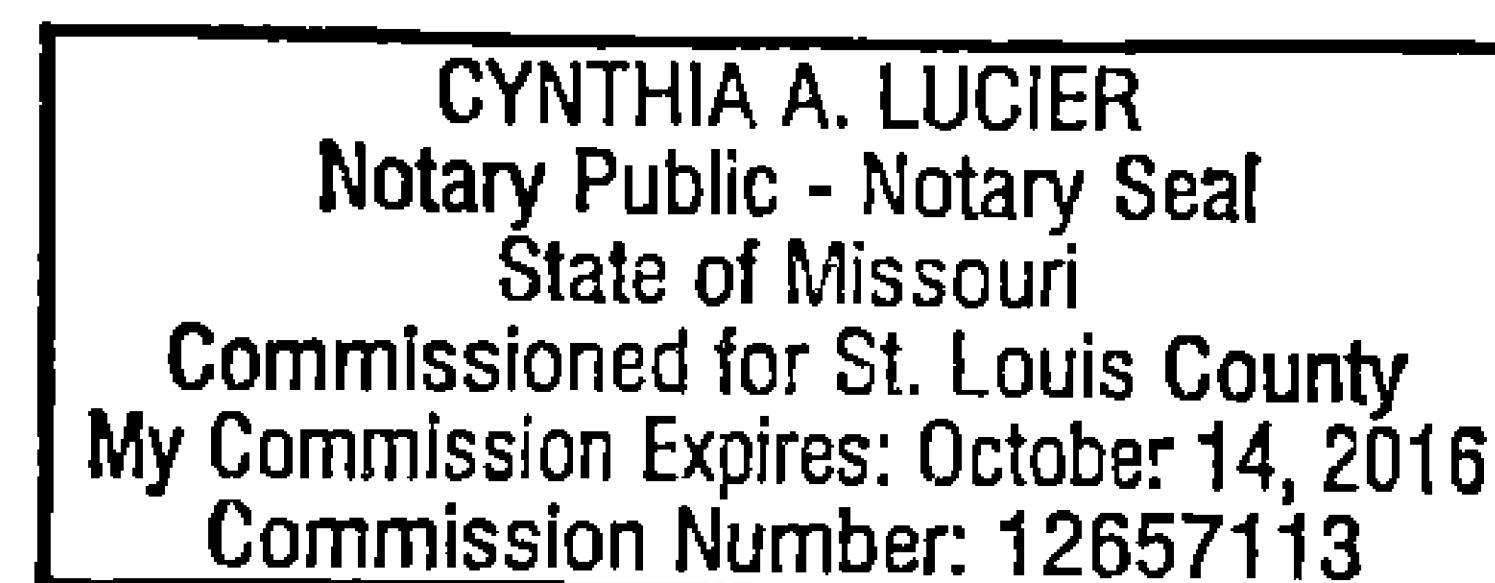
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 4th day of October 2013, before me appeared DANIEL J. APTED, to me personally known, who being by me duly sworn, did say that he is the President of APTED-HULLING MANAGEMENT CO., a Missouri corporation, who is the Manager of NEW MELLE LAKES DEVELOPMENT, L.L.C., a Missouri Limited Liability Company and that said instrument was signed in behalf of said Missouri Limited Liability Company, and said DANIEL J. APTED acknowledged said instrument to be the free act and deed of Missouri Limited Liability Company.

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.


Notary Public

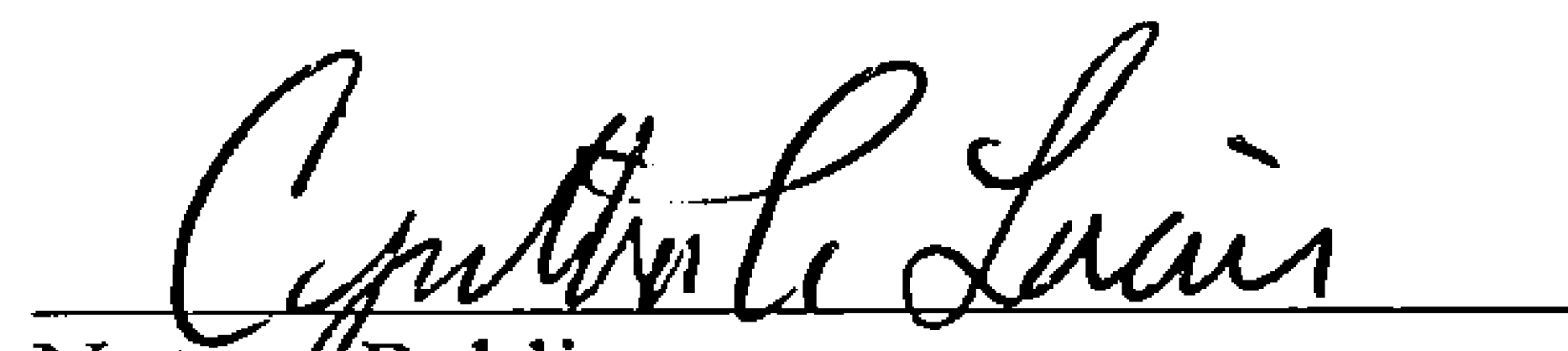
My Commission Expires: 10/14/16



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

On this 4th day of October, 2013, before me appeared DANIEL J. APTED, MARGIE P. PIOT and RAYMOND ROSE, as Trustees of the Fiddlestix subdivision, to me known to be the persons subscribed in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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


Notary Public

My Commission Expires: 10/14/16

