

**AMENDED AND RESTATED
INDENTURE OF TRUST
AND DECLARATION OF RESTRICTIONS
REMINGTON HEIGHTS**

February 1 , 2004

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This AMENDED AND RESTATED INDENTURE OF TRUST AND DECLARATION OF RESTRICTIONS OF REMINGTON HEIGHTS SUBDIVISION (the "Indenture") is made and entered into as of this ____ day of February, 2004, by and between SUS, L.L.C., a Missouri limited liability company ("Grantor"); and **Mark Lutman, Barry Nagel and Gary Erler** as the initial Trustees hereunder.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain tract of land (the "Real Estate") located in the City of Wildwood, the County of St. Louis, State of Missouri, being more particularly described in Exhibit A and annexed hereto and incorporated herein by this reference; and

WHEREAS, Grantor did previously cause the Real Estate to be laid out and platted as a subdivision to be named and known as Remington Heights ("Remington Heights "), the plat of which Grantor recorded in the St. Louis County Record's Office on November 21, 2001, in Plat Book 349 at Pages 683 and 684 (the "Original Plat"); and

WHEREAS, Grantor has caused the Original Plat to be subsequently vacated pursuant to that certain vacation plat filed in the St. Louis County Record's Office as Daily No. _____ on the ____ day of _____, 2004, and has further caused the Real Estate to be replatted as a subdivision (the "Subdivision") still to be named and known as Remington Heights, the replatting of which Grantor has recorded in the St. Louis County Record's Office as Daily No. _____ on the ____ day of _____, 2004, in Plat Book _____ at Page(s) _____ of said St. Louis County Recorder's Office (the "Plat"); and

WHEREAS, as a result of the vacation of the Original Plat and recording of the new Plat, Grantor desires to amend and restate in its entirety that certain Indenture of Trust and Declaration of Restrictions recorded with the St. Louis County Recorder of Deeds as Daily #1670 on November 21, 2001 and Grantor expressly retained the right to do so pursuant to Article VIII Section 4. thereof; and

WHEREAS, there are designated, established and recited on the recorded Plat of Remington Heights certain streets and certain easements and common ground which are for the exclusive use and benefit of the record owner or owners of the lots and parcels shown on said recorded Plat of Remington Heights, except those streets or easements which may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating utilities, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the owner or owners of the lots shown on said Plat; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the Real Estate, and the Remington Heights Subdivision established thereon by the Plat, as a restricted neighborhood and to protect same against certain uses thereof by means of the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restrictions to the entire Real Estate, including all common land, and

mutually to benefit, guard and restrict future residents of Remington Heights, and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "Restrictions", are jointly and severally for the benefit of all persons who may purchase, hold or reside upon any of the several lots shown on said Plat and covered by this instrument, and it is intended that this Indenture and the said Restrictions shall be a covenant running with the land; and

WHEREAS, Grantor desires to establish in the Trustees sufficient authority, and also to establish in said Trustees sufficient right, title and interest in said Real Estate, to carry out the purposes of this Indenture.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto, each to the other, and to the agreement and consent of the Trustees to act as Trustees hereunder, Grantor pursuant to that certain General Warranty Deed dated the date hereof, has conveyed to the Trustees, the easements and streets of the Subdivision, and those easement improvements designed for storm water control, and the common ground, common land and common area (collectively, the "common ground"), all as shown on the Plat, together with all rights and appurtenances to the same belonging unto the said Trustees and to their successors and assigns for the sole benefit, use and enjoyment of the lot owners of the Remington Heights Subdivision, their heirs and assigns, subject to easements, conditions, restrictions, deeds of trust and rights of way of record. For purposes of this Indenture, the term "owner" or "lot owner" shall mean and refer to the record owner whether one or more person or entities of the fee simple title to any lot which is a part of the Real Estate, including contract sellers but excluding those persons or entities having interests as security for the performance of obligations.

ARTICLE I

TRUSTEES' DUTIES AND POWERS

The Grantor hereby invests the Trustees, and their successors, with the following rights powers, duties, authorities, and obligations:

1. The power and authority to exercise such control over, and the duty to maintain, the easements, roadway bridge, common ground, lakes, ponds or other water features, if any, that are located in, on or about the common ground and easement areas, streets, (except for those easements, common ground, streets and parking which may hereafter be dedicated to public bodies or agencies), street lights, entrance markers, medians, shrubbery, storm water sewers and control devices (including storm water retention and detention facilities and other storm water facilities), sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities, and any other areas or structures as may be shown on the Plat of the Real Estate, if any, and/or as may be intended for the common use of the lot owners of the Remington Heights subdivision, in order to maintain, landscape, repair, rebuild, supervise and insure the proper use of same, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, common ground, streets, sewers, pipes, poles, wires, and other facilities and public utilities for services to the lots shown on said Plat. Without limiting the generality of the foregoing, the Trustees shall have the right, power, authority and responsibility of maintaining, repairing and replacing all streets in the Subdivision (including all base materials, pavements, curbs, gutters, subdivision monuments and street lights from time to time installed).

The costs of such maintenance, repair, and replacement shall be assessable against the lot owners pursuant to the terms of ARTICLE VI.

2. The streets in the Subdivision are private and are to be privately maintained by the lot owners through the Trustees. Grantor hereby establishes all roadways shown on any plat of the subdivision as private roads for the use and benefits of all lot owners, their successor and assigns. The Trustees have the power to maintain and repair said roadways, to regulate the use thereof and to impose assessments, special or otherwise, against the lot owners for the cost of the same.

3. No easements for utilities or road purposes running from the private road in the Subdivision shall be granted to serve any property lying outside of the Subdivision.

4. The power and authority to publicly dedicate any private streets constructed or to be constructed whenever such dedication would be accepted by a public agency. Furthermore, the power to grant easements on, under and over the common ground for streets, ingress and egress, sewers and utilities.

5. The power to prevent, in their own name as Trustees, any infringement and to compel the performance of any Restriction or provision set out in this Indenture or established by law, and also any rules and regulations issued by the Trustees covering the use of any Subdivision properties or facilities subject to their control or any matters relating thereto; provided, however, this power, granted to the Trustees is intended to be discretionary and not mandatory.

6. The power to receive, hold, convey, dispose and administer in trust, for any purpose mentioned in this Indenture, any gift, grant, conveyance or donation of money or real or personal property.

7. The power to purchase and maintain in force insurance against all risks, casualties, and liabilities of every nature and description, including but not limited to, fiduciary, public liability and property damage insurance, as the Trustees may deem necessary and proper.

8. The power to require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in said Subdivision in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and from adjacent common ground, and that any and all damages to Subdivision improvements shall be repaired.

9. The power to establish reasonable and uniform traffic rules and regulations for use of driveways and streets in the Remington Heights Subdivision and to clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their agents or employees shall not be deemed guilty or liable for any matters of trespass or any other act for any such injury, abatement, removal or planting.

10. The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they may deem necessary, and employ counsel to institute, prosecute, dismiss and settle such suits brought against them individually or collectively in their capacity as Trustees, and the Trustees shall likewise have all other such powers without limitation, as may be permitted or granted by law or otherwise, necessary or useful to perform any tasks assigned to the Trustees hereunder and to do any acts which further the purpose and intent of this Indenture. In

furtherance of this section, the Trustees are authorized and empowered to cooperate and contract with the trustees of adjoining or nearby subdivisions in the development and maintenance of facilities and common roadways which inure to the benefit and general welfare of the inhabitants of the entire area.

11. The Trustees are authorized to act through a duly authorized representative; provided, however, that unless a greater number is expressly required, all acts of the Trustees shall be agreed upon by a majority of said Trustees; provided, further, that a Trustee shall only be responsible for his own intentional wrongful acts and shall not be responsible for his own negligent acts or the wrongful acts of others. Neither the Trustees nor any of them 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 or any of them, collectively or individually. Neither the Trustees nor Successor Trustees shall be entitled to any compensation or fee for services performed pursuant to this Indenture.

12. In the event it shall become necessary for any public agency to acquire all or any part of the common ground 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 proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said common ground.

13. No right or power conferred on the Trustees under this Indenture for the purpose of complying with the provisions of any applicable ordinances of the municipality in which the Subdivision is located may be abrogated.

14. Each lot owner is advised that no lot may be further subdivided, and no more than the eight (8) lots as shown on the Plat may be created, without the prior written approval of the City of Wildwood and compliance with the requirements set forth on the Plat, including but not limited to creation of flood free access via a bridge and elevated road according to standards in place at that time, the connection of all lots to a centralized treatment for wastewater effluent and the closure or removal of all then existing septic systems.

15. Each lot owner is advised that access to the subdivision is not flood free, as further described on the Plat.

16. The Resource Protection Areas designated on the Plat of Remington Heights are pursuant to the City of Wildwood Ordinance Number 1005.200.7 designated for use, enjoyment and preservation as natural areas and shall be prohibited from development and/or subsequent subdivision or any use for purposes inconsistent with the aforementioned ordinance subsection, as may be amended, so long as such ordinance is in force. Each lot owner on whose lot Resource Protection areas are located shall be responsible for observing the foregoing covenant. No contrary use of such areas shall be permitted unless said use is specifically authorized by the City of Wildwood.

ARTICLE II

DESIGNATION AND SELECTION OF TRUSTEES MEETING OF LOT OWNERS

1. The initial Trustees for the Subdivision shall be Mark Lutman, Barry Nagel and Gary Erler (designated herein singularly as "Trustee" or together as "Trustees") who, by their signature to this

instrument, consent to serve in that capacity for terms which shall expire at such time, unless otherwise agreed by the Grantor, as the Grantor no longer owns at least one lot in the Subdivision. Any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustee or Trustees. Whenever any Trustee so resigns, or refuses to act, or becomes unable to act through disability or death, or whenever any Trustee, other than an initial Trustee, becomes disqualified to act through sale of his lot or parcel in the Subdivision, the remaining Trustees (subject to paragraph 2 of this Article II) shall have the power to appoint a successor or successors for the unexpired portions of their terms by written instrument recorded in the office of the St. Louis County Recorder's Office; provided the successor so appointed is a lot or parcel owner in the Subdivision or an officer of any corporate owner or a partner of any partnership which owns a lot in the Subdivision. If any such appointed lot owner sells his lot, he shall cease to be a Trustee and his successor shall be appointed in the same manner by the remaining Trustee or Trustees. If all Trustees retire or cease to act as Trustees, then the lot owners in the Subdivision shall appoint new Trustees at a meeting of the lot owners.

2. Any provision to the contrary contained in Paragraph 1 of this Article II notwithstanding, at such time as fifty percent (50%) of the single-family lots shown on the Plat are sold, one (1) of the Trustees serving at that time, as selected by the Grantor, shall be removed from his trusteeship by recordation of a document in the Recorder's Office by the Grantor, or its assigns, effective upon the date of such recordation, and a new Trustee shall be elected by majority vote of the then owners (other than the Grantor) of the single-family lots shown on the Plat, and additionally, at such time as seventy-five percent (75%) of the single-family lots shown on the Plat are sold, a second Trustee shall be removed by the same procedure and a second Trustee shall be elected by majority vote of the then owners (other than the Grantor) of the single-family lots. In the event one of such new Trustees resigns, or refuses to act, or becomes unable to act through disability or death, or whenever any new Trustee becomes disqualified to act through sale of his lot in the Subdivision, the remaining Trustee elected by the owners (other than the Grantor) shall have the power to appoint a successor or successors for the unexpired portion of the term by written instrument recorded in the office of the St. Louis County Recorder's Office, provided the successor so appointed is a lot owner in the Subdivision; provided, however, that in the event both such new Trustees cease to be Trustees or qualified as Trustees as aforesaid, then the owners (other than Grantor) shall have the power to appoint successors for the unexpired portions of their terms by written instrument acknowledging their appointment, recorded in the office of the St. Louis County Recorder's Office. Both such new Trustees, and their successors, if applicable, shall serve until such time as one hundred percent (100%) of the single family lots shown on the Plat have been sold or are owned by parties intending to occupy residences on such lots as homeowners, or two (2) years after appointment of such second new Trustee, whichever shall first occur, at which time all Trustees shall resign and the then owners (excluding Grantor, if Grantor then owns any lots) of single-family lots shown on the Plat shall elect by majority vote three (3) Trustees, to serve for one, two and three years, respectively, in order to obtain continuity of trusteeship. Thereafter, all Trustees shall be elected for terms of three (3) years each. If any lot is jointly owned and all joint owners do not appear at any meeting, all joint owner(s) who do appear shall be entitled to exercise a vote as to that lot without the requirement of a proxy from the absent joint owner(s), unless the Trustees shall have received a written notice from any such other joint owner specifically withdrawing such right.

3. All such elections shall be by lot owners, upon written notice by the Trustees, or should there be no such Trustees, then by three (3) such lot owners, sent by mail to or personally served upon, all record lot owners, at least ten (10) days prior to the date set for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and place of meeting which meeting shall be held in the County of St. Louis, Missouri. Owners of a majority of the lots shown on the Plat shall constitute a quorum for the purpose of electing Trustees or for any other business purpose coming before a meeting. At

any such meeting or at any adjournment thereof, and provided that a quorum is present, the majority of the record 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, the owners of each lot shown on the Plat, whether attending in person or by proxy, shall be entitled to one vote for each single-family lot owned. If any lot is jointly owned and all joint owners do not appear at any meeting, all joint owner(s) who do so appear shall be entitled to exercise a vote as to that lot without the requirements of a proxy from the absent joint owner(s), unless the Trustees shall have received a written notice from such other joint owners specifically withdrawing such right. The results of such election shall be certified by the persons elected as Chair and Secretary, respectively, at such meeting, and their certification shall be filed in the records of the Subdivision. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of the lot owners called in conformity with the procedure described above.

4. The Trustees shall call and have an annual meeting for all lot owners at which time the Trustees shall report on their activities for the preceding year. The annual meeting shall take place within the St. Louis County at a place designated by the Trustees in the written notice and call of the meeting that is sent to all lot owners. The meeting shall take place between the hours of 9:00 a.m. and 10:00 p.m. at the time and date specified in the notice, provided that the annual meeting shall be held between January 1st and March 31st of each year, commencing with the year 2005.

5. If required by applicable municipal ordinance, the Trustees shall submit to the local municipality on or before the 15th day of January of each year, a list of the then acting Trustees hereunder, with each Trustee's name, address and telephone number. Furthermore, the Trustees shall notify such municipality, within thirty (30) days, of any change in the membership of the Trustees.

6. Any Trustee elected or appointed hereunder (except for the initial Trustees and successors appointed by them), must be an owner in the Subdivision and must not be delinquent in the payment of assessments hereunder, or must be an officer of a corporate or limited liability company owner, or a partner of a partnership owner, who is not delinquent in the payment of assessments hereunder. If such owner sells his or her lot or becomes delinquent in the payment of assessments hereunder, or if such Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees may, pursuant to the terms of Paragraph 1 of Paragraph 2 of this Article II, appoint a qualified person to act as Trustee for the unexpired portion of the term of the Trustee no longer acting or qualified to act.

ARTICLE III

RESERVATION OF EXPENDITURES

The Grantor reserves the right to receive and retain any money or consideration which may be refunded or allowed on account for any sums previously expended or subsequently provided by it for sewers, storm water control devices, gas pipes, water pipes, conduits, poles, wires, roads, or streets or for the construction, installation, maintenance, upkeep or connection of any of same, or for recording fees, subdivision fees, consulting fees, or any other fees, charges and all other expenses without limitation incurred with respect to the creation and development of the Subdivision.

ARTICLE IV

STORM WATER CONTROL EASEMENT AND ASSESSMENTS

The Grantor grants unto the Trustees, and their successors, easements for any and all storm water control facilities, easements and detention basins shown on the Plat or otherwise located in or serving the Subdivision, including all underground and above ground facilities, pipes and detention facilities used in connection therewith, and Grantor also grants unto the Trustees, and their successors, access easements to such storm water control facilities and easements across the lots in the Subdivision (collectively, the "Storm Water Control Facilities"), which Storm Water Control Facilities shall serve as such for the Subdivision. The Trustees shall be responsible only and solely for the operation, maintenance, repair and upkeep of said Storm Water Control Facilities on dedicated common ground areas and none other, and shall have the normal and usual maintenance responsibilities of keeping said Storm Water Control Facilities free from unsightly accumulation of trash, weeds, debris, other waste matter, surface algae or similar growth. Each individual lot owner shall be responsible and liable for storm water run-off and Storm Water Control Facilities on such individual lot and shall take no action with regard to same that would have a material adverse affect on downstream property owners. The Trustees shall have exclusive responsibility (i) for constructing, improving, repairing, operating and maintaining said common ground Storm Water Control Facilities and improvements related thereto and storm water control, and (ii) for performing any control of infestations of mosquitoes or other insects on or within same or otherwise. All costs incurred by the Trustees in maintaining said Storm Water Control Facilities shall be borne by the Subdivision as a whole.

No person deriving title to any part of the Subdivision by, through and under Grantor shall have the right to modify, change, or alter such grade as Grantor may have established, or may hereafter establish upon the Subdivision nor obstruct, alter, or change, in any way, the drainage or surface waters after the courses thereof shall have been fixed by reason of any grade established by Grantor, unless such person shall have first procured the written consent and authorization of the Trustees and shall have received the approval of the City of Wildwood.

Each lot owner shall be responsible for the maintenance, repair and replacement of each individual sanitary disposal system, individual water service, all sewer apertures or other lines servicing such owner's lot. Each lot owner shall be responsible for having the lot's septic system serviced and pumped not less frequently than annually. The Trustees shall have the authority to arrange for a service to pump all of the septic tanks in the subdivision on an annual basis and to allocate and bill the cost of same equally to all lot owners, in addition to the annual assessment. Each lot owner shall further comply with the requirements set forth on the Plat as it pertains to sewer line and septic tank matters, as set forth thereon, including but not limited to the deposit described in Section V below.

Each lot owner is also responsible for water source connection tap, electrical connection from main power source within subdivision at lot boundary, and for installation of sewage line/septic treatment system.

ARTICLE V

LOT OWNER DEPOSITS

No construction shall begin on any residence until the builder or lot owner has made a deposit with the Trustees in such amount as reasonably determined by the Trustees but not to exceed Ten Thousand Dollars (\$10,000) (which shall include the City of Wildwood deposit referenced below) to insure the removal from the site of any and all debris and repairs to any damages of Subdivision improvements and roads that may have been caused by the construction of said residence including, but not limited to, that caused by the vehicles and equipment used in said construction. The deposit held by the Trustees will be returned upon satisfactory completion of the work and approval by at least two thirds of the Trustees. Any portion of the deposit which the Trustees have paid over to the City of Wildwood shall be returned to the lot owner in accordance with Wildwood Ordinances and procedures.

Each lot owner shall be responsible to the Trustees for any damage to Whitsett Fork Road caused by the construction of such lot owner's residence within the Remington Heights Subdivision. Any repair of such damage shall be limited to returning the road to its then condition as existed immediately prior to such damage. Prior to or contemporaneously with commencing any construction or improvements on a Lot, the lot owner shall deposit with the Trustees, which deposit shall then be remitted to the City of Wildwood per its requirements, the amount of Two Thousand Five Hundred Dollars (\$2,500) per lot in the form of a letter of credit approved by the City or cash to guarantee the maintenance and repair of the road during the period of construction and, unless drawn upon or applied by the City to satisfy such obligation, the lot owner may request the same to be released by the City within sixty days of issuance of a final occupancy permit for the newly constructed residence on such lot.

In addition, the lot owner shall also at the same time deposit with the Grantor an additional deposit totaling Six Hundred Seventy Five Dollars (\$675.00), representing the amount that was required to be remitted by the Grantor for each lot and is being held in escrow by the City of Wildwood on a per lot basis for grading, siltation and erosion control. This additional deposit shall be released to the Lot Owner when the City of Wildwood releases such escrowed funds back to the Grantor.

A lot owner upon occupancy of a residence on a lot shall also deposit \$500 (or such other amount as may then be required by the City of Wildwood) with the Trustees, in such form as they may require, to satisfy the requirements of the City of Wildwood to assure the lot owner's compliance with the requirements herein for maintenance of a lot's septic system.

ARTICLE VI

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the lot owners and the several lots in the Subdivision for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this Indenture. Each owner of a lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) regular assessments or charges and (ii) additional assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and additional assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided for, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided for, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

1. (a) The Trustees and their successors are authorized to make uniform assessments in each calendar year (except as hereinafter provided in Paragraph 6 of this Article) of an amount not to exceed Five Thousand Dollars (\$5,000) [subject to adjustment and increase as hereinafter provided] against each single-family lot which is a lot of record on the date the assessment is levied, all for the purpose of enabling the Trustees to defend and enforce these Restrictions, adequately to maintain, generate, construct, reconstruct and operate easements, common ground, streets, private street paving, entrance markers, medians, street lights, shrubbery, Storm Water Control Facilities, utilities, and other such areas or structures as may be shown on the Plat of Real Estate and/or as may be intended for the common use of the lot owners, and to dispose of garbage or rubbish, to maintain and plant the common areas, to perform or execute any powers or duties provided for in this Indenture, and overall, properly to protect the health, safety and general welfare of the lot owners, including the purchase of any insurance necessary or useful to protect the interests of the lot owners or the Trustees. Furthermore, the assessments levied under this Paragraph 1(a) shall be used to ensure that the common ground and all facilities constructed thereon are maintained in compliance with the Ordinances of the City of Wildwood and in such manner that such common ground and structures will remain attractive and useful to the owners, shall not be injurious to the health, safety, and welfare of residents of surrounding areas and shall not be detrimental to the property values of the land and improvements in the Subdivision or surrounding areas. The maximum amount of the assessment provided for in this Paragraph 1(a) shall be adjusted and increased in proportion to the increase in the Consumer Price Index United States Department of Labor, All Urban Consumers (CPI-U), All Items St. Louis, 1982-84 equals 100, (or if not available, the most similar index) from the date of recording this Indenture to the date of levying any assessment hereunder.

(b) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, the Trustees shall submit in writing to the owners of all lots for approval an outline of the plan for the project contemplated and the estimated amount required. Such project and additional assessment shall be approved either (i) at a meeting of the lot owners duly called and held in the manner provided in reference to the election of Trustees, by two-thirds (2/3) majority vote of the lot owners entitled to meet at such a meeting, or (ii) on written consent of the owners of three-quarters (3/4) majority of the lots; and if so approved, then the Trustees shall notify all lot owners of the Subdivision of the additional assessments. There shall be one (1) vote per lot. The limit of Five Thousand Dollars (\$5,000) [subject to adjustment and increase based upon Cost of Living Index as

hereinabove provided] per calendar year for general purposes set forth in Paragraph 1(a) of this Article, shall not apply to any assessment made under the provisions of this Paragraph 1(b).

2. All assessments, either regular or additional, or general or special, made by the Trustees pursuant to Article IV hereof for the purposes therein stated, or made by the Trustees pursuant to Paragraph 1 of this Article for the purpose hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit:

(a) Notice of all assessments shall be given by personal delivery or certified mail addressed to the last known or usual post office address of the record holder of the fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

(b) Every such assessment shall become due and payable within thirty (30) days after notice is given hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid, and such payment and interest, together with all costs of collection thereof, shall constitute a lien upon said lot upon which the residence is situated, and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the St. Louis County, Missouri Recorder's Office, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessments (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments on account of any assessments. The lien created hereby shall be enforceable in the same manner as deeds of trust with power of sale or by court suit, provided no such lien shall be foreclosed upon until written notice by certified mail is given to any mortgagee of record of such lot, provided such mortgagee shall first have registered in writing its name and address with the Trustees. All costs associated with the collection of past due assessments, including, but not limited to, filing fees, attorneys fees and court costs, shall be paid by the owner(s) of the affected lot. The lien of any assessment hereunder shall be junior to that of any institutional mortgagee, if the mortgage or deed of trust be for an initial term of not less than ten (10) years. An institutional mortgagee is defined herein as a bank, life insurance company, pension fund, or savings and loan association which is the record holder of a mortgage or deed of trust encumbering any lot subject to this Indenture.

3. All rights, duties, powers, privileges and acts of every nature and description which the Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees then in office unless otherwise expressly provided in this Indenture.

4. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County and the municipality in which the Subdivision is located, and for such purposes shall not be limited to the maximum assessment provided for in this Indenture. Specifically and not by the way of limitation, the Trustees shall make provision for the maintenance and operation of all roadways, Storm Water Control Facilities and easements.

5. The Trustees may deposit the funds received by them as Trustees in bank accounts at interest, when deemed feasible by them, in their discretion but any such depository shall be insured by the

Federal Deposit Insurance Corporation. The Trustees shall designate one of their members as "Treasurer" of the subdivision funds collected under this instrument, and such funds shall be placed in the custody and control of such Treasurer.

6. Any lot subject to this Indenture shall be subject to all assessments provided for herein only from and after the date upon which title to any such lot shall pass from the Grantor to the purchaser; provided, however, in the event title to any lot shall pass from the Grantor to the purchaser during a year in which any assessment provided for herein was levied, then that purchaser of any such lot shall pay to the Trustees, at the time of closing, the pro-rata share of any such assessment, determined on the basis of thirty days to the month.

7. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. For and during the period of their delinquency, any owner who is delinquent in the payment of assessments hereunder shall not have the right to vote hereunder, the right to act as Trustee hereunder, or the right to use and enjoy any recreational facilities, if any, in the Subdivision.

ARTICLE VII

DECLARATION OF RESTRICTIONS

Grantor, being the owner of the Real Estate lying and being situated in the City of Wildwood, County of St. Louis, State of Missouri, being more particularly described in Exhibit A annexed hereto, and being platted and subdivided by the Plat above described, by this Indenture does impose upon all the lots in the Subdivision and all common property established therein, the following restrictions and conditions, to wit:

1. No structure except as permitted herein, shall be erected on any single-family lot other than one detached single-family dwelling with a minimum of a two car garage and, unless approved expressly by the Trustees, all garages shall be side entry or rear entry garages. Out buildings and barns and other such buildings which are not attached to the main residence on each lot, may be erected, subject to the approval of the Trustees, as set forth in this Indenture, and according to the terms set down herein. All outbuildings and barns must match the architecture of the home and be the same in style and color.

2. No single-family residence shall be erected on any lot nearer the front or rear lot line, or side lot line, than the building lines shown on the recorded Plat. For the purposes of this covenant, eaves and steps shall not be considered as part of the building, except, that, no portion of any building, including its eaves, steps or porches, shall encroach upon an adjoining lot, and further except that no portion of any eaves shall be erected so as to extend beyond the building lines by more than three (3) feet. All required setback areas shall be maintained in a heavily timbered condition to conform with the general character of the property.

3. No single-family dwelling shall contain less than 2,400 square feet for a one story and 3,300 square feet for a two story residence. The aforesaid square footage applies to heated, furnished living space and does not include garages or finished basement areas. No log home (except as may be approved by the Trustees, in their reasonable discretion), earth home, dome home, split-level or split foyer type home or other unusual type home not in keeping with the Subdivision quality, appearance and aesthetics shall be allowed.

4. [Intentionally deleted].

5. No sign shall be displayed to the public view on any lot or parcel unless a sign permit is first obtained from the City of Wildwood, if said City requires permits for such proposed sign.

6. The electric distribution facilities, exclusive of necessary through facilities in the Subdivision, if any, shall be installed by the electric public utility, currently AmerenUE. Lot owners are to pay such electric provider for any standard and/or non-standard facilities or construction required for the lot owners' service facilities in accordance with the provider's then charges. All future electric utility service that can be designated as "Serviceable Underground" will be installed as such at the cost of the individual lot owner requesting or ordering the installation of said service. This designation will be determined by electric public utility. The lot owner is to pay the electric public utility the added costs of any other non-standard facilities or construction required for the lot owner's service facilities.

7. Easements, installment and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. The easement area of each lot and all improvements on each such lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible, and except for maintenance of the common areas which are the responsibility of the Trustees.

8. Abandoned Vehicles: No trucks (excluding those below twelve thousand (12,000) gross vehicle weight), campers, recreational vehicles, boats and/or construction vehicles of any kind and description may be parked on any of the driveways if visible from the street or streets in the subdivision. All such vehicles must be garaged. No abandoned cars, motorcycles, jeeps, trucks or other 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 private driveways or private lots of this subdivision or on the common ground. If said motor vehicles are so stored or remain on the aforesaid premises, the Trustees shall take the necessary action to remove same and all costs shall be assessed against the then offending owner.

9. No fence or wall or shed or other outbuilding or structure may be erected on any lot without the consent in writing of the Trustees. Said Trustees may approve, unless good cause to the contrary existing, fences located behind the front building line if such fence is less than four (4) feet in height and is at least fifty percent (50%) open and except also that a privacy fence may be erected if such privacy fence is not more than six (6) feet in height. Decorative fences, such as split rail, cross buck and wrought iron may be erected in front of building line and may reach a height not to exceed six (6) feet, providing drawings are submitted and approved by the Trustees. In the event any fence shall be constructed, it shall not be permitted to deteriorate or fall into disrepair and the Trustees may in their discretion repair or restore such fence and charge the cost of same to the owner of such lot. If a fence constructed on a lot shall be closer than eighteen (18) inches to the boundary line of another lot subject to this Indenture, the owner of such adjoining lot shall have the right, but only while said fence is so in place, to use and maintain the unfenced part of said lot adjoining his or her lot, to fence in the same as part of his or her lot, and to connect his or her fence, if any to said fence.

10. No exterior satellite dish (all of which must be 20" or less in diameter), transmitter, receiver or instruments for receipt of audio or video signals, outdoor speakers, or night lighting for tennis courts shall be permitted without the prior approval of the Trustees and the municipality in which the Subdivision is located, if so required by applicable ordinance and must be located so as to be obscured from the road and neighbors view.

11. At no time may any patio or sun deck be used as storage space. Trunks, boxes, garden tools or any other items which have a tendency to mar the beauty of the entire Subdivision may not be stored so as to be visible from neighboring lots or from the street. All lots and houses shall be maintained in a neat and tidy condition, with lawns properly mowed. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood, notwithstanding the other restrictions provided herein. Stables and paddocks must be kept clean.

12. The Trustees shall have the power to approve or reject all plans and/or specifications for the construction, reconstruction, addition to, or alteration of any building, fence, wall, patio, deck, swimming pool, spa, tennis court, light fixture or other structure or improvement of any kind, as well as plans and/or specifications for the location of the structure or structures on the lot or lots and the grading and landscaping treatment. No work shall be started upon any of the above improvements until the plans and/or specifications for the location of the structure or structures on the lot or lots and the grading and landscaping treatment have been submitted to and received the written approval of the Trustees. The Trustees shall have the right to refuse to approve any design which, in their opinion, is not suitable or desirable, taking into consideration the type of materials to be used, harmony of the structure or structures with the surroundings, the effect of the building or alteration therein, as planned, on the outlook from adjacent or neighboring property, and any and all other factors which, in their opinion, may affect the desirability and suitability of the Subdivision as a desirable residential area, including without limitation compliance with Paragraph 9 hereof. The Trustees shall either approve or reject said plans and/or specifications within thirty (30) days after receipt thereof (which may upon notice by the Trustees be extended for an additional thirty (30) days), and if the Trustees fail to act within said time, the plans and/or specifications shall be considered as approved. No vehicles, campers, trailers, or structures of a temporary character including, without limitation, campers, mobile homes, trucks, trailers, basement, tent, shack, garages, barns or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently, nor shall the same be permitted to be stored on any lot. No vehicles, other than a passenger car, pick-up truck or van shall be permitted to be parked on private roads at any time. Operation of all off-road vehicles (such as ATV's, minibikes, g-carts, etc.) on the common ground and roadways is prohibited, although use of a standard golf cart on roadways is acceptable.

13. Horses may be kept on all lots, but must be kept behind the home relative to the roadway that presents the access to the home unless approved by the majority of Trustees. Stables also must be to the rear of the home. Stables and their locations must meet the building guidelines of each applicable municipality, as well as the provisions of these Declarations and Restrictive Covenants. No more than two (2) grown horses per lot are permitted. Horses may not be kept on lots until the owners have built homes on the site and are occupying them. Horses kept on the property must be the property of the lot owners. No commercial boarding of horses is permitted. No swine or cattle or other undomestic animals are permitted. No boarding of dogs or kennels are permitted. No more than two (2) outside domestic animals may be kept by lot owners, unless kept in the house and not a nuisance to the neighbors. Any animals creating a nuisance shall not be permitted and must be removed from the premises. All animal waste shall be cleaned up by the owner on a regular basis. All animals are to follow any municipal leash law and are not allowed to run free.

14. The Trustees shall not be liable in damages to anyone so submitting plans for approval or to any lot or property owners covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of the Trustees, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans. The Trustees shall not be personally responsible for any

act in which they are empowered to exercise their judgment and discretion and shall only be held accountable for their willful misconduct. They shall not be required to spend any money for maintenance and/or any improvements in excess of the assessments collected by them. The Trustees shall not be entitled to any compensation for services performed.

15. In addition to these Restrictions, all subdivision improvements and landscaping and removal of trees shall be subject to the ordinances of the City of Wildwood in which the Subdivision is located, and no building, structure or premises shall be used for purposes prohibited by law or ordinance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In such regard, lot owners are obligated to care for their property, including easements on their property, and to keep their property free from accumulation of weeds, debris and other waste matter, except as the same may be the responsibility of the Trustees as set forth in Article IV hereof. Failure to comply with the provisions of this paragraph shall constitute a nuisance.

In the event the Trustees determine that a nuisance shall exist upon any lot within Remington Heights, the Trustees shall give the lot owner of record seven (7) days prior written notice indicating the nuisance existing on the lot and directing that the nuisance be removed or abated immediately. In the event the lot owner, within the said seven (7) day period, shall fail to remove or abate the nuisance set forth in the aforesaid notice or shall fail to present a written plan satisfactory to the Trustees for the removal or abatement of the nuisance, then the Trustees are hereby empowered to take the steps they deem necessary to remove or abate any nuisance so existing, including but not limited to, the cleaning up and removal of any debris, cutting of weeds or grass, trimming, cutting back, removing, replacing or maintaining trees, shrubbery or flowers. The owners of any property upon which any nuisance shall have existed which the Trustees were required to remove or abate shall be charged with any expenses incurred by the Trustees. The Trustees or any contractors, agents, or employees of the Trustees shall be authorized to go upon any lot upon which a nuisance is determined by the Trustees to exist for the purpose of removing or abating the nuisance and such entry is consented to by the lot owner and no person so entering upon the lot shall be deemed to have trespassed on the property.

16. No above ground pools are permitted unless approved by a majority of the Trustees.

17. No lot may be subdivided except as provided herein and the Plat. Any new lot shall have such access for ingress and egress as the Trustees may approve but the lot owner(s) subdividing such lot(s) shall be responsible for any and all improvements required by governing authorities of same.

18. All driveways shall be of such material as is in conformity with applicable municipal requirements and subject to the approval of the Trustees.

19. All sanitation facilities, baths, sinks, and land drains on each lot shall be connected to a disposal system that meets the requirements of the Missouri Clean Water Commission ordinances of the State of Missouri, St. Louis County, the City of Wildwood and the subdivision Trustees. No cesspools are permitted.

20. Public utility water service is available within the Subdivision, and lot owner is responsible for individual tap fees and use fees.

21. The use or storage of explosives on any of the lots herein is prohibited, provided, however, that if use of explosives be needed in construction, such blasting shall be done in accordance with all

applicable laws and regulations governing the same and precautionary measures must be employed to prevent damage to the person or property of others. Discharge of fire arms or ammunition in common areas and streets is prohibited.

22. No industry, business or trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Subdivision, nor shall any window displays or advertising be maintained or permitted on any part of said lots, or any structures erected thereon, without first obtaining the written consent of the Trustees. The right is reserved by the Trustees to erect small structures and place and maintain signs identifying the property or such other sign as may be approved by the Trustees and the Trustees reserves the further right for it and its agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied units or lots in the Subdivision.

ARTICLE VIII

GENERAL PROVISIONS

These General provisions shall apply to this Indenture of Trust and Declaration of Restriction:

1. All covenants and agreements herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless released and revoked by vote of three-fourths (3/4) of lot owners in the Subdivision. Any such revocation shall require that a road maintenance agreement for the maintenance of Whitsett Fork Road and the road within Remington Heights then be in full force and affect.
2. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect the remainder of said tract, saving always the right to amendment, modification or repeal as herein expressly provided.
3. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefor, together with reasonable attorney fees and court costs.
4. This Indenture, and any portion hereof, and any of the Restrictions contained herein, may be amended, modified, changed or released by the written consent of sixty percent (60%) of all the owners of lots or parcels, and any such amendment, modification, change or release shall become effective upon being recorded in the St. Louis County, Missouri, Recorder's Office; provided, however, that, except as provided in Paragraph 5 of this Article, no such amendment, modification, change or release shall be valid or effective until approved or consented to by the City of Wildwood if such approval or consent is required by Ordinance. Furthermore, no such amendment, modification, change or release shall eliminate the requirements that there be Trustees. Further, no amendment, modification, change or release shall be permitted as long as the Grantor owns any lot in the Subdivision, unless such Grantor consents to such amendment which consent shall not be unreasonably withheld or delayed.

5. To the extent that any ordinance of the City of Wildwood, then currently in force requires approval of the municipality for amendments, modifications, changes and releases to or from this Indenture, and any portion hereof, and any of the Restrictions contained herein, and to the extent such Ordinance is valid and enforceable in making such requirement, this Indenture, and any portion hereof, and any of the Restrictions contained herein, shall not be amended, modified, changed or released without the approval or consent of such municipality, provided that if such Ordinance is invalid or unenforceable or is repealed, then this Indenture, and any portion hereof, and any of the Restrictions contained herein, may be amended, modified, changed or released in accordance with the terms hereof, without the approval or consent of such municipality.

6. All rights of the Grantor hereunder shall be freely assignable by such Grantor.

7. The conveyance or other change of ownership or lease of any lot or other part or parcel of the Real Estate shall be subject to the terms of this Indenture and the terms of the Subdivision Ordinance of the municipality in which the Subdivision is located.

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

9. The common ground, recreational areas, and other common areas, shall be for the sole benefit, use and enjoyment of owners, present and future, of the entire Subdivision and their invitees, subject to such reasonable regulation and restrictions as may be imposed by the Trustees.

GRANTOR:

SUS, L.L.C., a Missouri limited
liability company

TRUSTEES:

BY: _____
Mark Lutman, Managing Member

Mark Lutman

Barry Nagel

Gary Erler

Being all the Trustees

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

On this ____ of _____, 2004, before me appeared Mark Lutman, to me personally known, who being by me duly sworn, did say that he is the Managing Member of SUS, L.L.C., a limited liability company of the State of Missouri, and that said instrument was signed in behalf of said entity, by authority of its Members; and said Mark Lutman acknowledged said instrument to be the free act and deed of said entity.

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

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

On this ____ day of _____, 2004, before me appeared Mark Lutman, Barry Nagel and Gary Erler, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed in their capacity as Trustees of Remington Heights and not individually.

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

EXHIBIT A

Legal Description

All property shown within the Plat of Remington Heights ReSubdivision recorded in the St. Louis County Record's Office filed as Daily No. _____ on the _____ day of _____, 2004.

December 13, 2009

To: All Remington Heights Lot & Homeowners

From: Danielle Morgenthaler, Association Secretary 

Re: Minutes from the Annual Homeowners Meeting

Following are minutes from the Remington Heights Homeowners Association Meeting held at LaSalle Springs Middle School on Wednesday, December 9th.

A quorum was in attendance. Included were: Lot 1-Danielle Morgenthaler, Lot 2-Bob Bollinger, Lot 5-Drew Sellenriek, Lot 6-Gary & Barb Erler, Lot 7-Asutosh Sharda & Lot 8-Andy Deschu.

Election of Trustees & Officers: Trustees were elected unanimously as follows:

Drew Sellenriek, President & Three Year Trustee

Danielle Morgenthaler, Secretary & Two Year Trustee

Asutosh Sharda, Treasurer & One Year Trustee

LOT 8: Andy Deschu stated that as the original owner of all the property currently known as Remington Heights, he does not believe that he is part of the Remington Heights Subdivision. Access to his home is from Whitsetts Fork Road & he has a Whitsetts Fork address. However, the home at 3444 Whitsetts Fork Road is listed in the County Records as Lot 8 Remington Heights. Gary Erler will search through his documents to see if he has information confirming this issue one way or the other.

Andy gave Asutosh Sharda a key to the lock that chains the access road from Remington Heights Drive through an easement on the Deschu's property to Whitsetts Fork. This has only been opened twice & is to be used solely in cases when the bridge is not passable. Consideration is being given to switching the key lock back to a combination lock.

Annual Dues: After a discussion on the need to begin building a "war chest" in the event that the bridge needs repairs & to pay for snow removal, it was agreed that the lot & homeowners would begin paying annual dues as follows: Lot Owners - \$400 and Homeowners - \$600. Dues for 2009 will be billed asap & paid in arrears due on January 15. From this point forward, dues will be billed on June 15 & due July 15. All invoices will be due in 30 days. Interest on late payments will be assessed at 12% as per the indentures. Drew Sellenriek made the motion, Asutosh Sharda seconded & it passed unanimously.

Bank Account: Asutosh Sharda will open a bank account at Rockwood Bank for the Remington Heights Homeowners Association. The account is free because we are a non-profit organization. Two signatures will be required on all checks. The address listed for the association will be the Shardas' home address.

Home Size Amendment: Asutosh Sharda motioned that the minimum home size be amended to 3,200 square feet for a ranch and 4,000 square feet for a two story home. Drew Sellenriek seconded. The motion carried unanimously.

Annual Meeting: Bob Bollinger motioned to change the annual meeting time frame to be between May 1st and July 31st. Drew Sellenriek seconded. The motion carried unanimously.

The meeting was adjourned at approximately 8:30PM.