

WESTGLEN FARMS SUBDIVISION
Wildwood, Missouri

Dear Neighbor,

Attached is the most recent copy of the Westglen Farms Subdivision Indentures including amendments. Also included is the Approval Submission Procedures for proposed improvements to your property that require review by the Trustees prior to construction. The intent of these covenants and procedures is to prevent problems created by and during construction, prevent disputes by neighbors and properly maintain and operate the neighborhood including common grounds areas and improve and enhance our property values.

When you purchased your home in Westglen Farms, you signed a document agreeing to abide by these conditions, subject to various penalties of legal action and liens against your property. For your convenience, references in the indentures for most commonly asked questions are listed below.

Subject	Page	Section
Trustees Review Authority	6, 11	IV 8, VI 17
Yard upkeep, cleaning, etc	6	IV 6
Fences	6, 8, 10, 11	IV 7, 8 & VI 11, 17
Outbuildings	6, 9	IV 7, 8 & VI 5, 17
Swimming Pools	6	IV 7, 8
Boats and Trailers	10	VI 12
Pets	11	VI 7
Tennis Courts	6	IV 9
Annual Assessments	7, 8	V 1, 2
Special Assessments	7, 8	V 1, 2
Election of Trustees	4	II

Common Areas are an amenity for all residents and their guests. Please treat them with respect and care. Please help us keep these areas clean.

This document reflects changes through February 7, 2008

**INDENTURE OF TRUST AND RESTRICTIONS
FOR
WESTGLEN FARMS, PLATS 1 THROUGH 6B**

NOTES:

Plat 1 indentures were recorded July 18, 1979 and subsequent plats adopted the same indentures. These are recorded in the St. Louis County Recorder of Deeds Book 7177, pages 923 through 939.

Additional plats are included:

11 June 1984, Plat book 229 pages 22-23, Deeds book 7640, pp 2181-2185

3 July 1985, Plat book 238 page 91, Deeds book 7788, pp 1085-1087

13 November 1985, Plat book 243 page 16, Deeds book 7843, pp 1446-1448

3 March 1986, Plat book 245 page 97, Deeds book 7884, pp 1151-1153

AMENDMENTS:

22 February 1989 First Amendment passed to change quorum for electing trustees

Recorded 9 December 1994 in Deeds book 10379 pp 1424-1425

10 November 1994 Second Amendment passed to allow \$120 annual assessment plus limited annual increases at trustees' discretion.

Recorded 9 December 1994 in Deeds book 10379 pp 1426-1427

7 February 2008 Third Amendment approving changes of 5 April 2007 and specifying how future indenture changes can be made.

INDENTURE:

This indenture, made and entered into this 10th day of July 1979, by and between WESTGLEN PINES DEVELOPMENT COMPANY, a joint venture, by J.E. Jones Construction Company, a venturer "Party of the First Part" and ROBERT E. JONES, DONALD V. HAYNES AND THOMAS G. JONES, all of St. Louis County, Missouri, "Trustees"

Witnesseth that:

WHEREAS, the St. Louis County Council, by Ordinance No. 8452, approved the development plan for WESTGLEN FARMS, as described therein, in accordance with the Planned Environmental Development Ordinance Section No. 1003.187 S.L.C.R.O. so that various plats or portions of said tract may now be approved and recorded; and

WHEREAS, Party of the First Part has recorded a Planned Environment Unit containing 48.517 acres under the name of WESTGLEN FARMS PLAT 1, as Daily No. 13 on the 18th day of July, 1979 in the St. Louis County Recorder's Office; and

WHEREAS, "Common Land" for park and recreational areas has been reserved in WESTGLEN FARMS PLAT 1; and

WHEREAS, Party of the First Part intends to record subsequent plats of WESTGLEN FARMS; and WHEREAS, there have been and will be, designated, established and recited on the recorded plats of WESTGLEN FARMS certain streets and certain easements which are for the exclusive use and benefit of the owner or owners of the lots and parcels shown and to be shown on said subdivision (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining, and operating 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 and to be shown on said plat of said above described tract; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restrictions to all of said land and every parcel thereof, and all "Common Land" herein created, and also in favor or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, Party of the First Part has, by separate instrument executed simultaneous herewith, conveyed to the Trustees herein designated and established "Common Land" as designated on the plat of WESTGLEN FARMS PLAT 1.

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, their heirs, successors or assigns, any of the lots and parcels of land in said WESTGLEN FARMS, all as described herein as follows, to-wit:

I

DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as all plats of WESTGLEN FARMS may be vacated by the County of St. Louis or its successors.

DURATION OF RESTRICTIONS

The Indenture of Restrictions created herein shall continue under the provisions of Article VI(18) hereinafter set forth.

II

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

The Trustees for WESTGLEN FARMS PLAT 1 shall be ROBERT E. JONES, DONALD V. HAYNES, and THOMAS G. JONES, designated herein as "Trustees," who, by their signatures to this instrument, consent to serve in that capacity for terms which shall expire at such time as Party of the First Part no longer owns at least one (1) lot or parcel in any of the plats of WESTGLEN FARMS. Any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustees or Trustee. Whenever any Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall have the power to appoint a successor or successors for the unexpired portions of their terms by duly written, recorded instrument; provided the successor so appointed is a lot or parcel owner in a plat of WESTGLEN FARMS or an officer or agent of a corporate owner. If such appointee sells his lot or parcel, then his Successor Trustee shall be appointed in the same manner by the remaining Trustees or Trustee.

At such time as fifty percent (50%) of the single family lots in all of the then recorded plats of WESTGLEN FARMS are sold, Party of the First Part shall cause the resignation of one (1) of the original Trustees, and a new Trustee shall be elected by the owners of the single family lots, who shall serve until such time as ninety-five percent (95%) of the single family lots in all of the then recorded plats of WESTGLEN FARMS have been sold, then Party of the First Part shall cause the resignation of all Trustees and the then owners of single family lots shall elect 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.

All elections shall be by lot and parcel owners, upon notice signed by the Trustees then in office, or, should there be no such Trustees, then by three (3) such lot or parcel 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 shall be in St. Louis County. At such meeting or at any adjournment thereof, 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, residential lot owners, whether attending in person or by proxy, shall be entitled to one vote for each single family lot owned. The result of such election shall be certified by the persons elected as Chairman and Secretary, respectively, at such meeting, and their certifications shall be acknowledged and recorded. *(In 1989 a sentence was deleted from this paragraph by amendment. The original wording called for a majority of all homeowners to vote for Trustees, rather than those attending the meeting.)* Should an elected Trustee resign, refuse to act, become disabled or die, the remaining Trustees shall appoint a lot or parcel owner to act as Trustee for the unexpired portion of the term of the Trustee no longer acting.

III

RESERVATION OF EXPENDITURES

The Party of the First Part 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 them for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consulting fees, or fees, charges and expenses incurred with respect to the creation of WESTGLEN FARMS.

IV

TRUSTEES' DUTIES AND POWERS

The Party of the First Part hereby invests the Trustees and their successors with the rights, powers and authorities described in this Instrument, and with the following rights, powers, and authorities:

1. To acquire and hold all "Common Land" in accordance with and pursuant to the aforesaid ordinance of the St. Louis County Council and in accordance with and subject to the provisions of this instrument, and to deal with any "Common Land" so acquired under the provisions hereinafter set forth.
2. To exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies of agencies), entrances, street lights, gates, common land, park areas (including cul-de-sac islands, medians and entrance markers), shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded plats of WESTGLEN FARMS as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, roads, street lights, 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, sewers, pipes, poles, wires, and other facilities and public utilities for services to the lots shown on said plat, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the plats of WESTGLEN FARMS.
3. To exercise control over the Common Land as shown on said plats and to pay real estate taxes and assessments on said Common Land out of the general assessment hereinafter provided for; to grant easements which may be necessary for the proper use and development of said Common Land; to maintain and improve with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in said subdivision, all in conformity with all applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land, all for the benefit and use of the owners of the lots in this subdivision and according to the discretion of the said Trustees.

4. To dedicate to public use any private streets constructed or to be constructed on the afore described tract of land, whenever such dedication would be accepted by a public agency, in the event the recorded plats do not provide for public use and maintenance.

5. 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 said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

6. 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 or officers, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

7. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, debuildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefore and to the grade proposed therefore. In the event the Trustees fail to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools, or tennis courts, accessory buildings and other outbuildings have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

8. 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 order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9. To establish rules and regulations for the operation of recreational facilities and swimming pool, if the same are provided in common areas and 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.

10. To purchase and maintain in force liability insurance protecting the Trustees and lot owners from any and all claims for personal injuries and property damage arising from use of common areas and facilities.

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

12. The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon by them by the provision 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 and prosecute such suits as may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

13. Effective April 1, 2007 No Lot or improvement previously used for residential purposes shall be rented, leased or otherwise conveyed except by sale without the express written consent of a majority of the Trustees, which consent shall be obtained upon letting or reletting of a Lot and the improvements thereon. In exercising the discretion granted hereunder, the Trustees shall take into consideration the then current conditions of the subject Lot, prior rentals of such Lot and complaints, if any, arising with respect to current or prior tenants, and the overall number of rented Lots, it being the primary concern of the Lot Owners to preserve the values of the Lots and the residential owner-occupied character of the Westglen Farms Subdivision. Consent will not be unreasonably withheld.

14. Effective April 1, 2007 commercial vehicles as defined by codes and laws of the City of Wildwood, St. Louis County and the State of Missouri apply. No vehicle, whose primary use is for commercial purposes, shall be parked overnight in the driveway or on the street in front of a residence without written approval of the Trustees. In exercising the discretion granted hereunder, the Trustees shall take into consideration the needs of the resident making the request, the permanency of the situation necessitating the request in addition to the effect on the surrounding residents if such a request is granted. Consent will not be unreasonably withheld.

V

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots and said parcels of land in WESTGLEN FARMS, for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. A. The Trustees and their successors in office are authorized to make uniform assessments in each calendar year except as hereinafter provided in an amount not to exceed One Hundred Twenty Dollars (\$120.00) commencing in 1995, and adjustable annually by the trustees in amounts not to exceed five percent (5%) or the last Bureau of Labor Statistics Cost of Living annual increase (C.P.I.), whichever is greater, should costs and economic conditions so require, upon and against each lot in WESTGLEN FARMS upon which a residence has

been constructed and sold either by Party of the First Part or by any other builder, for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein provided, and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain and operate streets, if required, Common Land and recreational facilities located thereon, utilities, parking spaces, entrance gates and trees, and to dispose of garbage or rubbish, and to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the lot owners in WESTGLEN FARMS. (Prior to the second amendment, in 1994, annual assessments were limited to \$100.00, with no allowance for inflation.) In 1998 trustees raised the assessment for 1999 to \$125, in 2006 to \$150.00 for 2007 and in 2007 to \$157.00 in 2008.

B. In addition to the foregoing authority to make a uniform annual assessment for the purpose of carrying out their general duties and powers, should a recreational facility and/or swimming pool be located in the subdivision, the Trustees shall levy a uniform annual assessment against each completed single family residence for maintenance and operation of such recreational facility and/or swimming pool, PROVIDED, HOWEVER, that no such assessment shall be levied until the facility and/or pool have been completed, and no part of such assessment shall be expended in payment for the original construction. The Trustees are further authorized to obtain additional funds through dues to be paid by those residents of WESTGLEN FARMS who elect to use the facility and/or pool.

C. If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots and parcels for approval an outline of the plan for the project contemplated and an estimated amount required therefore. If such project and the assessment so stated be approved at a meeting of the lot and parcel owners duly called and held in the manner provided in reference to the election of Trustees by two-thirds ($\frac{2}{3}$) majority vote of those present in person or by proxy, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Dollars (\$100.00) [changed by Amendment II] per calendar year for general purposes set forth in 1.A. above, shall not apply to any assessment made under the provisions of this paragraph.

2. All assessments made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

A. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of 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 as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight percent (8%) per annum until paid, and such payment and interest shall constitute a lien upon said lot or parcel 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 the 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 Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees, may, upon payment, cancel or release any one or more lots or parcels 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 or parcels 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.

3. The Trustees shall deposit the funds coming into their hands as Trustees in either a bank insured by the Federal Deposit Insurance Corporation, or in a savings and loan association insured by the Federal Savings and Loan Insurance Corporation. They shall designate one of their number as Treasurer of the subdivision funds collected under the provisions of this instrument. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the Trustees.

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

5. The Trustees are authorized and empowered to procure such insurance, including, but not limited to, public liability and property damage, as they may deem necessary and proper.

6. 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 or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, roadways and easements.

VI

- INDENTURE OF RESTRICTIONS

Party of the First Part, being the owner of the following described real estate lying and being situated in the County of St. Louis, State of Missouri, and being more particularly described as:

WESTGLEN FARMS PLAT 1 according to the Plat thereof recorded on the 18th day of July, 1979, as Daily No. _____, in the office of the Recorder of Deeds for St. Louis County,

by this Indenture do impose upon all the lots and parcels in the aforesaid WESTGLEN FARMS PLAT 1, and all "Common Land" established therein, the following restrictions and conditions, to-wit:

1. No structure shall be erected on any single family lot other than one detached single family dwelling not to exceed two stories in height and one or two-car attached garage or carport.

2. No single family residence shall be erected on any lot nearer the front lot line, or side lot line if the lot is a corner lot, than the building line shown on the recorded plat, nor nearer than six (6) feet to any other side lot line. For the purposes of this covenant, eaves, steps and open porches 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.

3. No single family dwelling having a ground floor square foot area of less than nine hundred (900) square feet in one-story residences, nor less than one thousand two hundred (1,200) square feet in residences of more than one-story, shall be erected on any lot.
4. No residence or apartment unit shall be used directly or indirectly for business of any character, other than home occupation as defined in the St. Louis County Zoning Ordinances.
5. No trailer, tent, shack, barn, or other outbuilding shall be permitted in the subdivision, nor shall any basement or garage in the subdivision be used as a residence, temporarily or permanently or shall any residence of a temporary character be permitted.
6. No signs of any kind shall be displayed to the public view on any lot or parcel except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.
7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
8. No lot or parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot or parcel and all improvements in it shall be maintained continuously by the owner of the lot or parcel except for those improvements for which a public authority or utility company is responsible.
10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.
11. No tight board fence shall be erected on any lot in said subdivision, and all partition fences shall be constructed of iron, wire, wood, aluminum or vinyl with openings aggregating twenty-five percent (25%). A fence shall neither extend in front of the building line on said subdivision, nor shall be more than six (6) feet in height. Consent will not be unreasonably withheld.
12. Boats, trailers and/or recreational type vehicles may not be stored outside of a garage without approval of the Trustees. Request for permission for such exterior storage shall be made in writing to the Trustees, and shall include details as to the method by which such equipment will be screened from view of other lot owners. In no case shall such equipment be stored closer to the street than a line even with the rear wall of the garage. In the event the Trustees fail to approve or disapprove said request within thirty (30) days of submission, approval will not be required and this restriction shall be deemed to have been fully complied with.

13. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance.

14. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry islands, or median strips without the written approval of the Department of Highways and Traffic.

15. The Trustees named under the Indenture of which these restrictions are a part, shall be the Trustees of this subdivision and are authorized and empowered to cooperate and contract with trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

16. The Trustees are authorized to act through a representative provided, however, that all acts of the Trustees shall be agreed upon by at least two (2) of said Trustees, provided, further, that a Trustee shall only be responsible for his wrongful acts and shall not be responsible for 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. Neither the Trustees or Successor Trustees shall be entitled to any compensation fee for services performed pursuant to this covenant.

17. 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 or other structure 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 same 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, any and all other factors which, in their opinion, may affect the desirability or suitability of the subdivision as a desirable residential area. The Trustees shall approve or reject said plans and/or specifications within thirty (30) days after receipt thereof, and if the Trustees fail to act within said time, the plans and/or specifications shall be considered as approved.

18. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of a majority of the lots in the recorded plats of WESTGLEN FARMS has been recorded, agreeing to change these covenants in whole or in part. Any amendments so adopted prior to the completion of the development shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri.

19. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore.

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

Westglen Pines Development Company,
A Joint Venture

By

J. E. JONES CONSTRUCTION CO., Joint Venturer
By: President "Party OF THE FIRST
Secretary Robert E. Jones
Donald V. Haynes
Thomas G. Jones
"Trustees"

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 10th day of July, 1979, before me appeared ROBERT E. JONES, to be personally known, who, being by me duly sworn, did say that he is the President of J. E. JONES CONSTRUCTION CO., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said ROBERT E. JONES acknowledge said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 10th day of July, 1979, before me personally appeared ROBERT E. JONES, DONALD V. HAYNES and THOMAS G. JONES, 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 as Trustees aforesaid.

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:

WESTGLEN FARMS SUBDIVISION

This document reflects changes through February 7, 2008

**INDENTURE OF TRUST AND RESTRICTIONS
FOR
WESTGLEN FARMS, PLATS 1 THROUGH 6B**

First Amendment

WE, the undersigned, as the Board of Trustees of Westglen Farms, upon written approval of more than 51% of the property owners of Westglen Farms, agree to adopt the foregoing Amendment to the Indenture of Trust and Restrictions of Westglen Farms as recorded in Book 7177 Page 923 of the St Louis County Recorder's Office effective the 22nd day of February, 1989.

Second Amendment

We, the undersigned, as the Board of Trustees of Westglen Farms, upon written approval of more than 51% of the property owners of Westglen Farms, agree to adopt the foregoing Amendment to the Indenture of Trust and Restrictions of Westglen Farms as recorded in Book 7177 Page 923 of the St. Louis County Recorder's Office, effective the 22nd day of November, 1994.

Third Amendment

We, the undersigned, as the Board of Trustees of Westglen Farms, upon written approval of a majority of owners attending any duly called annual meeting, agree to adopt future Amendments and the foregoing Amendments to the Indentures of Trust and Restrictions of Westglen Farms as recorded in Book 17506 Pages 4592-4606 of the St. Louis County Recorder of Deeds Office, effective on the 5th day of April 2007 and as recorded in Book 17786 Page 3772 of St. Louis County Recorder of Deeds Office on the 7th day of February 2008.

Craig Sherman, Trustee
2422 Maple Crossing Drive
Wildwood, MO 63011
craigsherman@charter.net

Scott Russom, Trustee
16495 Hollister Crossing Drive
Wildwood, MO 63011
RussomWGFbusiness@charter.net

Charles J. Spohn, Trustee
2409 Maple Crossing Dr.
Wildwood, MO 63011
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WESTGLEN FARMS SUBDIVISION

Improvement Submission Procedure Policy Guidelines

The following procedure has been adopted to minimize confusion and set forth the process for property owners wishing to make improvements to their property which comes under the jurisdiction of the Trustees. This policy is based on history as well as suggestions to improve the fairness and consideration of adjacent property owners. It is also intended to make suitable provision for compliance with all subdivision ordinances, rules and regulations of Wildwood, St. Louis County or any other jurisdiction that applies to this subdivision.

Property owners wishing to request approval for those items identified in the Indentures of Trust and Restrictions for WESTGLEN FARMS. Plats 1 through 6B for any improvements to property which require approval of the Trustees of WESTGLEN FARMS shall comply with the following submission procedure.

1. A site plan shall be submitted with a scale of 1" = 20' or larger which is based on an officially recorded survey of the applicant's property performed by a Registered Land Surveyor of the State of Missouri indicating the type, nature, materials, specifications and the extent of all improvement to be made. On this site plan will also be the signatures of all immediately adjacent property owners indicating whether they approve or disapprove of the identified improvements.
2. Any improvements which are within the required yard setbacks of the applicant's property or which alter the grade or drainage of the site shall not be approved until a Registered Land Surveyor of the State of Missouri has located and identified in the field the location of property lines and the proposed improvements. It is suggested that fences be shared along property lines in order to improve visual appearances.
3. A copy of all required permits and/or any other development and licensing requirements required by all governing jurisdictions, such as the City of Wildwood or St. Louis County and evidence of compliance with these requirements.
4. The applicant must deliver a copy of the above submission information to all Trustees, by a method which identifies the delivery date to each Trustee of this application to provide compliance with the review period and requirements identified in the Indentures. Copies shall also be provided to all adjacent property owners for their records. No construction shall be started without obtaining all required approvals. All change or amendments to any improvements must also be approved prior to their construction.

Nothing contained in this policy shall be interpreted as negating or conflicting with the Indentures of Trust and Restrictions for WESTGLEN FARMS.

DISCLAIMER

City and Village Tax Office does not endorse, warrant or guarantee the accuracy, authenticity or completeness of the real estate documents it has provided to you pursuant to your request. Although every attempt is made to gather the most reliable and accurate data, please be aware that the Recorder of Deeds for the county in which the property at issue is located maintains complete and accurate land records. Please contact the Recorder of Deeds in the appropriate county to obtain complete and accurate information regarding the property of interest.

A handwritten signature in black ink, appearing to read "Nick S. Larson", with a long, sweeping horizontal flourish extending to the right.

Nick S. Larson,
City and Village Tax Office