

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

TYPE OF INSTRUMENT GRANTOR TO GRANTEE
AMDT VILLAGE AT SEVEN PINES BY ASSN

PROPERTY DESCRIPTION: HARTLEY SAPPINGTON LOT PT 1 TO 7

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

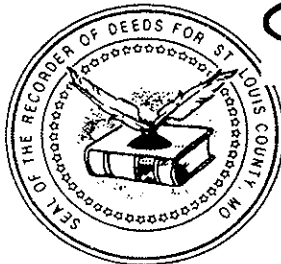
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

Document Number
818

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 13 pages, (this page inclusive), was filed for record in my office on the 1 day of March 2006 at 02:10 PM and is truly recorded in the book and at the page number printed above.

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

J. Ann Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

[Empty box for mailing address]

- N.P.
- N.P.C
- N.N.C.
- N.N.I.

Destination code: M

RECORDING FEE \$57.00
(Paid at the time of Recording)

THE VILLAGE AT SEVEN PINES
HOMEOWNERS ASSOCIATION, INC.

12
Notation

Indenture of Restrictions

THIS INDENTURE is made and entered into this 9th day of FEBRUARY, 2006, and does hereby amend and replace in its entirety the Trust Agreement recorded previously in the County of St. Louis, State of Missouri, on September 27, 1976, as amended June 6, 1977, January 5, 1978 and March 12, 1978. BOOK 6900 PAGE 1301

WHEREAS, said Subdivision (hereinafter the "PROPERTY") consists of Lots, divided and sold, and common ground, and further, there has been designated and recited on said Property certain public streets and certain easements which have been provided for the purpose of constructing, maintaining, and operating sewers, pipes, conduits, poles, wires, and other facilities and utilities for the benefit of the Owner or Owners of each Lot; and

WHEREAS, it is the purpose and intent of the Lot Owners and Trustees and any other single family residence subdivision as may be created and established upon the Property, or upon any part thereof, shall remain a first class, integrated, single family residence project served by the Park Area; and

WHEREAS, all reservations, limitations, conditions, and covenants herein contained, any and all of which are herein referred to as the "INDENTURE", is made jointly and severally for the benefit of all persons who may purchase, hold, or own, from time to time, any of the several lots encumbered by this instrument, and of any of the Lots which may be hereafter platted or created upon the Property and made subject to this Indenture, and for the benefit of each and every Lot Owner, and his, her or their respective families, tenants, invitees, successors, and assigns;

NOW, THEREFORE, the Association of Homeowners (hereinafter the "Association"), for the purpose of maintaining the above mentioned Lots as residential development for the benefit of present and future Owners, do hereby create and establish the following Indenture, which shall be binding on all present and future Lot Owners, to wit:

ARTICLE I
PROPERTY SUBJECT TO THIS INDENTURE AND ADDITIONS THERETO

SECTION 1: Property Described. This Indenture contains restrictive covenants and conditions for The Village at Seven Pines, Plat 2, 3, 4 and 5, situated in the County of St. Louis, State of Missouri, and further described as follows, to-wit:

Part of Lots 1 and 7 of the Hartley Sappington Tract in U.S. Survey 1929, Township 46 North, Range 5 East, and being more particularly described as follows:

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Beginning at the Northeast corner of Lot 97 Seven Pines Plat No. 3, as per plat thereof recorded in Plat Book 125 Pages 2 & 3 of the St. Louis County Records; thence N67° 08' 20" E, a distance of 288.05m feet to a point; thence S 22° 28' 30" E, a distance of 167.35 feet to a point; thence S 62° 09' 10" E, a distance of 68.03 feet to a point; thence N 18° 22' 50" E, a distance of 204.78 feet to a point; thence N 58° 56' E, a distance of 183.47 feet to a point; thence N 28° 16' 56" W, a distance of 40.00 feet to a point; thence N 67° 08' 20" E, a distance of 682.34 feet to a point; thence N 88° 14' 40" E, a distance of 477.26 feet to a point; thence S 0° 01' 40" E, a distance of 606.54 feet to a point; thence S 14° 01' 40" E, a distance of 257.40 feet to a point; thence 4° 46' 40" E, a distance of 284.46 feet to a point; thence S 20° 28' 20" W, a distance of 89.10 feet to a point; thence S 2° 43' 20" W, a distance of 327.36 feet to a point; thence S 49° 31' 40" E, a distance of 94.40 feet to a point; thence S 36° 13' 20" W, a distance of 382.79 feet to a point; thence S 29° 13' 30" W, a distance of 273.90 feet to a point; thence S 72° 03' 20" W, a distance of 297.66 feet to a point; thence S 68° 28' 20" W, a distance of 60.72 feet to a point; thence S 48° 01' W, a distance of 381 feet to a point in the Eastern line of Seven Pines Plat No. 8, as per plat thereof recorded in Plat Book 156, Page 84 & 85 of the St. Louis County Records; thence N 22° 19' W along the said Eastern line of Seven Pines Plat No. 8, a distance of 520.08 feet to an angle point; thence continuing along the Eastern line of Seven Pines Plat No. 8 N 22° 28' 30" W, a distance of 514.40 feet to a point, said point being at the intersection of the Western line of Grinnell Terrace, 50 feet wide, with the said Eastern line of Seven Pines Plat No. 8; thence Northeastwardly along the arc of a circular curve to the left having a radius of 192.19 feet and a central angle of 54° 13' 30", a distance of 182.90 feet to the P.T. of said circular curve; thence N 13° 00' E along the said Western line of Grinnell Terrace, a distance of 441.31 feet to a point; thence S 87° 30' W, a distance of 439.04 feet to a point in the Eastern line of Seven Pines Plat No. 3, as per plat thereof recorded in Plat Book 125, Pages 2 & # of the St. Louis County Records; thence N 22° 28' 30" W along the said Western line of Seven Pines Plat No. 3, a distance of 541.96 feet to the point of beginning and containing 62.7164 acres, more or less.

SECTION 2: Duration and Modification of This Indenture. The covenants, conditions and restrictions set forth in this Indenture shall run with and bind each Lot and Lot Owner and shall be enforceable by the Trustees until the fifteenth (15th) anniversary of the date of this Indenture and thereafter for successive ten (10) year periods to perpetuity unless, prior to the expiration of the then current term, a written instrument shall be executed by the then Owners of all Lots which are then subject to this Indenture and recorded among the records of St. Louis

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County, Missouri, stating that this Indenture shall expire at the end of the then current term. All Lots shall be transferred, held, sold, conveyed and occupied subject to this Indenture.

All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Association by this Indenture may be assigned or transferred by the Association to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the records of St. Louis County, Missouri, and upon such recordation the grantee or grantees of such rights and powers reserved by or conferred upon the Association by this Indenture.

This Indenture may be amended by the majority of those Association members who voted by ballot, subject to the notice and other requirements for Association meetings as set forth in this Indenture.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

SECTION 1: Association Membership. The Association shall consist exclusively of recorded fee simple Lot Owners. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

SECTION 2: Voting Rights. The Lot Owner(s) shall be entitled to one (1) vote per Lot. Therefore, the joint Owners of any Lot shall only be entitled to one vote for each Lot owned by them, in all proceedings in which action shall be taken by members of the Association.

**ARTICLE III
MANAGEMENT OF THE ASSOCIATION**

SECTION 1: Board of Trustees. The affairs of the Association shall be managed, supervised and controlled by a board of trustees known as the "Board of Trustees", also herein referred to as "the Trustees". The Board of Trustees shall hold all rights, titles, interests, and privileges of the Association. The Board of Trustees is the only person or body within the Association that has the authority to enter contracts or other legal obligations on behalf of the Association. No other person, officer, agent, director or entity has the authority or agency to bind the Association in any capacity. The Board of Trustees shall meet as needed, but at least annually, to handle the affairs of the Association.

SECTION 2: Election, Term and Authority of Trustees. The Board of Trustees shall consist of not less than three (3) persons known as "Trustees". The Trustees shall be elected by the Association in the manner specified in Article III hereof. The number of Trustees constituting the Board of Trustees may be as fixed from time to time by the Board of Trustees. The full term of office of Trustees shall be three (3) years, and to the extent practicable, taking into account increases or decreases in the number of Trustees constituting the Board of Trustees, one-third (1/3) of the Board of Trustees shall be elected each year at the annual meeting of the Association, the Trustees so elected filling the place of retiring Trustees. In the event of a

change in the number of Trustees, the resolution effectuating such change shall specify the years in which the terms of the trusteeships thereby created shall first expire. Vacancies occurring in the Board of Trustees, including vacancies due to an increase in the number of Trustees, shall be filled by the majority vote of the Trustees then in office. Trustees shall be limited to two (2) consecutive terms of three (3) years each. In the event no replacement can be found, the retiring Trustee may serve additional six (6) month increments or until a replacement is elected. Each year at the annual meeting, the Board of Trustees shall elect a chairperson that will preside at that meeting and all subsequent meetings of the Board of Trustees and any and all committees thereof, and the Association, and shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, with such prior authorization of the Board of Trustees as may be required by this Indenture.

SECTION 3: Resignation and Removal of Trustees. Any Trustee may resign at any time by giving written notice to the Board of Trustees; unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Trustee may be removed, with or without cause, by the affirmative vote of a majority of the Association at a meeting of the Association called for the purpose of removing the Trustee, and the notice of such meeting shall state the purpose, or one of the purposes, of the meeting is removal of the Trustee. Any such resignation or removal shall take effect at the time specified therein.

SECTION 4: Action by the Board of Trustees. A majority of the whole Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The unanimous vote of a quorum from the Board of Trustees is necessary to enact any measure, unless set forth otherwise in this Indenture.

SECTION 5: General Powers and Duties of the Board of Trustees. The Board of Trustees shall have the responsibility and authority to enforce the terms, conditions, covenants, restrictions and easements set forth in this Indenture. This authority shall include the right to employ counsel and initiate or defend suits as they may deem necessary or advisable. Other specific duties and responsibilities of the Board of Trustees shall be as determined by the Board from time to time.

SECTION 6: Specific Powers and Duties of the Board of Trustees. In addition to the general power and duties set forth in Section 5 of this Article III above, the Board of Trustees shall also have specific powers and duties as set forth below and as added or amended from time to time, to-wit:

A. Compliance. Ensure that the Association, Lots and in some instances Lot Owners, including their families, tenants, invitees, successors, and assigns strictly comply with the conditions and restrictions set forth in this Indenture, as well as municipal, county, state and federal law;

B. Approval of Construction Plans. Approve or deny construction plans for certain structures to be erected or added on any Lot, including, but not limited to fences, decks, utility sheds, house additions, based upon the terms of this Indenture, any terms or conditions as set forth by the Board of Trustees, and any applicable municipal, county or state law, code or ordinances;

C. Maintain Adequate Utility Services. Maintain adequate public utility services that provide to each Lot water, sewer, gas and electric services.

D. Contract for Services. Contract, hire, retain and consult with accountants, attorneys, professional management firms and other professionals for assistance with issues impacting the Subdivision. Contract, hire and retain services for the general maintenance and upkeep of the Subdivision, including tree trimming and removal, and common ground maintenance.

E. Respond to Requests. Respond to the reasonable requests of recorded fee simple Lot Owners.

F. Insurance. Maintain adequate liability insurance coverage for the Subdivision and the Homeowner's Association;

G. Levy Assessments. Levy annual and special assessments to maintain Common Areas and subdivision facilities, and to enhance the quality of life for Lot Owners, including their families, tenants, invitees, successors and assigns, pursuant to the terms and conditions adopted by the Board of Trustees from time to time, and the terms and conditions of this Indenture;

H. Use of Assessment Funds. Budget and allocate funds derived from annual and special assessments for necessary maintenance and repair;

I. Meetings. Hold meetings at least semi-annually to conduct subdivision business and hold elections, pursuant to the terms and conditions set forth in this Indenture;

J. Community Affairs. Represent the Subdivision at municipal, county council and other community meetings that may impact Lot Owners;

K. Appoint Committees. Appoint committees as needed to deal with and find solutions to specific problems relating to any aspect of the Subdivision, including the day to day management of the Subdivision.

SECTION 7: Annual Meetings of the Association. A meeting of the Association shall be held annually, and shall be held for the purpose of electing new Trustees and transacting such other business as may come before the meeting. The Board of Trustees will set the date, time and location of the meeting. All Association members shall be invited to and duly notified of this meeting pursuant to the terms set forth in this Article III of this Indenture.

SECTION 8: Special Meetings of the Association. Special meetings of the Association may be called by or at the request of the Board of Trustees or by any five (5) Association members.

SECTION 9: Meetings of the Association. Meetings of the Association shall be held upon such notice as provided herein. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Association need be specified in the notice or waiver of notice of such meeting, unless the meeting regards, at least in part, the removal of a trustee.

SECTION 10: Action Without Meeting. Any action which is required to be or may be taken at a meeting of the Association or Board of Trustees, or any committee established by the Board of Trustees, may be taken without a meeting if consents in writing, setting forth the

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action so taken, are signed by all members. The consent shall have the same force and effect as a unanimous vote at a meeting duly held, and may be stated as such in any certificate or document. The consents shall be a part of the minutes of any such meeting.

SECTION 11: Notice. Written notice of any meetings of members of the Association shall be sent to all members not less than fifteen (15) days, or more than thirty (30) days, in advance of the meeting. Written notice shall be deemed effective at the earliest of the following: (i) when personally received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly and with first class postage affixed; or (iii) on the date posted on the member's door. Any member may waive notice of any meeting. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting need be specified in the notice or waiver of notice of such meeting.

SECTION 12: Action by the Association. A majority of members or proxies entitled to vote and present at the meeting shall be necessary and sufficient to constitute a quorum

The like vote of a simple majority of a quorum then and there represented, is necessary to enact any measure of the Association, not otherwise set forth in this Indenture.

ARTICLE IV COVENANT FOR ASSESSMENT

SECTION 1: Assessments. The recorded fee simple Lot Owner(s), by acceptance of a deed hereafter conveying any such Lot to him, her or them, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Trustees in a timely manner: (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements. Such annual and special assessments and charges shall be established and collected as provided in this Indenture, or as adopted by the Trustees from time to time. The annual and special assessments or charges, together with interest at the rate of eight percent (8 %) per annum accruing as set forth below, and costs and reasonable attorney fees incurred or expended by the Trustees in collection, shall also be the personal obligation of the recorded fee simple Owner(s) of each Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them. Multiple recorded fee simple Lot Owners shall be jointly and severally liable for any assessment, and if delinquent any and all interest, costs and reasonable attorney fees. The aforesaid obligation to pay the annual assessments therefore shall constitute a lien against the land of each property Owner in favor of the Trustees. Such lien shall arise from the time it is incurred until it is paid in full.

SECTION 2: Use of Annual Assessment. The assessments and charges levied by the Board of Trustees shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the subdivision, and in particular for the improvement, operation and

maintenance of the subdivision Common Areas as set forth in this Indenture, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the street may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners in the same manner as real property taxes assessed or assessable against the Lots).

SECTION 3: Assessment Amount. Commencing January 1, 2006, the annual assessment shall be \$90.00 per Lot which shall be the maximum annual assessment for that year. The Trustees may increase or decrease this amount in subsequent years as is necessary to meet the reasonable needs of the Subdivision.

SECTION 4: Special Assessments. In addition to the annual assessments authorized above, the Trustees may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located in the subdivision, provided that such assessment shall first be approved by a quorum of the votes of the members of the Trustees, voting in person or by proxy at a meeting called for such purpose.

SECTION 5: Assessment Rates to be Fixed. The annual assessments and special assessments must be fixed at a uniform rate for all Lots.

SECTION 6: Assessment Due Dates. The annual assessments for any year shall be on a calendar year basis and become due and payable on the fifteenth (15th) day of February of that year. The due date under any special assessment under Section 4 of Article IV shall be fixed in the resolution authorizing the special assessment, however, such due date shall be at least forty-five (45) days after the date of such resolution.

SECTION 7: Non-payment of Assessment. The Board of Trustees shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of the Lots and assessments applicable to the Lots which shall be open to inspection by any recorded fee simple Owner. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eight percent (8 %) per annum, and the Trustees may bring an action at law against the Owner(s) personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment on the sixty-first (61st) day of delinquency, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, and reasonable attorney fees to be fixed by the Court, together with the costs of the action. The Owner(s) of each Lot shall, by accepting title to the Lot, be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his, her or their Lot which results from failure to pay an assessment on the due date of the assessment.

SECTION 8: Assessment Lien. The lien of the assessment provided for in this Indenture shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to

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mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for in this Indenture by nonuse of the Common Areas or abandonment of his, her or their Lot.

**ARTICLE V
COMMON AREAS**

SECTION 1: Use and Enjoyment. Recorded fee simple Lot Owners, their families, tenants, invitees, successors and assigns shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Trustees to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Trustees to suspend the voting rights and rights to use the Common Areas by an Owner, his or her families, tenants, invitees, successors and assigns (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days from any infraction of this Indenture or any posted rules and regulations adopted from time to time by the Board of Trustees.

SECTION 2: Compliance. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as adopted from time to time by the Board of Trustees for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants agreements and restrictions imposed by this Indenture on the use and enjoyment of the Common Areas.

SECTION 3: Rights, Privileges and Easements. The rights privileges and easements of the Owners are at all times subject to the right of the Trustees to dedicate or transfer all or any part of any Common Ground to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Trustees, provided, however, that no such dedication or transfer shall be effective unless approved by a majority vote of a quorum of members of the Trustees, voting in person or by proxy, at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

SECTION 4: Duty to Maintain. The Trustees shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore, light, and/or maintain the Common Areas as needed. The Owners of the Lots shall be responsible for and shall each pay amounts for necessary maintenance, repairs and capital improvements to the Common Areas through their annual and special assessments.

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SECTION 5: Prohibition of Offensive Activity. No noxious or offensive activity shall be carried on upon the Common Areas, nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood, as determined by the Association.

**ARTICLE VI
USE, REPAIR AND MAINTENANCE OF LOTS**

SECTION 1: Residential Homes Mandated. The Village at Seven Pines is a residential subdivision. Therefore, only residential homes shall be constructed on all Lots. Modular and trailer homes shall not be allowed as residential homes.

Construction of any residential home built on a Lot in the Subdivision must be completed within six (6) months after beginning construction.

SECTION 2: Building Setbacks, Fences & Enclosures. Except as approved by the Board of Trustees, no structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line as shown on the Stake Survey. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, where approved by the Board of Trustees, shall be in compliance with the ordinances of St. Louis County in height and shall not impeded surface drainage. Privacy enclosures of open patios, swimming pools or garden courts must be approved by the Board of Trustees.

**ARTICLE VII
COVENANTS, CONDITIONS AND RESTRICTIONS**

SECTION 1: Single Family Residence. No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories, above ground, together with such other outbuildings customarily used as a private garage and/or storage space. Plans for the construction of outbuildings must be approved by the Board of Trustees prior to the beginning of construction. Concrete driveways shall be repaired and/or replaced with concrete.

SECTION 2: Custom Built Homes. No prefabricated, manufactured, mobile, modular or earth sheltered homes may be constructed on any Lot, and only custom built homes entirely constructed on the site shall be permitted in The Village at Seven Pines.

SECTION 3: Vehicle Parking. There shall be no motor vehicle parking upon any Lot or street within the Subdivision, public or private, unless the motor vehicle is properly licensed to be driven. All trailers, campers, boats and recreational vehicles, not exceeding twenty-eight (28) feet in length, must be parked on a driveway. No vehicles including cars, vans and trucks shall be parked extending into the sidewalk. No vehicles of any kind shall be parked on the grass in front of or along side the house or garage. No commercial vehicle shall be parked



on any street or Lot longer than is reasonably necessary for the driver of the vehicle to perform the business functions to which the commercial vehicle relates.

SECTION 4: Animals. Any domestic pet may be kept on a lot provided such pets are not kept, bred or maintained for any commercial purpose, and provided further that such pets are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property Owners. A maximum of three (3) dogs or three (3) cats or combination thereof will be allowed. No exotic or farm animals are allowed. When outside, dogs must be kept in a fenced yard, or otherwise on a leash. Owners must pick up after their pets.

SECTION 5: Nuisance. No nuisance shall be maintained, allowed or permitted on any part of any Lot, and no use of any portion of any Lot shall be made or permitted which may be noxious or detrimental to health. No clothes lines are allowed.

SECTION 6: Advertising. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Trustees, except customary "For Rent", "For Sale" and "Garage Sale" signs, political campaign signs or religious signs, not larger than twenty-eight inches wide and twenty inches high, placed on or in front of a dwelling house by the Owner. All signs must be removed three (3) days after completion of the event.

SECTION 7: Antennas. No outside television or radio antenna shall be erected, installed or maintained on any Lot, or on any Structures on any Lot, except that outside television, radio antennae or satellite dishes not more than four feet in height shall be permitted on the roof or chimney of a dwelling house. Satellite dishes shall also be permitted on the side or back of any single family dwelling.

SECTION 8: Front Yard. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which blocks the view of operators of motor vehicles so as to create a traffic hazard. Trash containers shall be stored behind the house or garage, in the garage or behind a suitable fence or structure so as not to be seen from the street.

SECTION 9: Enforcement. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation and/or to recover damages, court costs and attorney fees.

SECTION 10: Compliance. All lot Owners shall comply with all Federal, State and St. Louis County ordinances and laws.



**ARTICLE VIII
RESERVED EASEMENTS**

SECTION 1: Easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Board of Trustees of any Lot, or of any interest in any Lot, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Board of Trustees' entire interest in the Lot, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Board of Trustees to thereby convey or release the easements.

SECTION 2: Right to Grant Easements. The Trustees further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipalities; to install and maintain pipelines, underground or aboveground lines, with the necessary appurtenances, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Trustees may deem necessary for the improvement of the Property in, over, through, upon an across any and all of the streets, avenues, roads, courts and open spaces. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Indenture, or as shown on the Plat, without the prior written approval of the Trustees.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

SECTION 1: Severability. In the event any whole or partial provision in this Indenture is deemed unenforceable, it shall not invalidate the remaining whole or partial provisions of this Indenture.

SECTION 2: Waiver. One or more waivers of any covenant or restriction of this Indenture shall not be construed as a waiver of a subsequent breach of the same covenant or restriction, nor shall the consent to or approval by the Trustees be construed as a waiver of a subsequent breach of the same covenant restriction.

SECTION 3: Choice of Law and Venue. The laws of the State of Missouri shall govern the interpretation, validity, performance and enforcement of this Indenture without regard to choice of law rules. The laws of the State of Missouri also shall apply, without regard to choice of law rules, to any tort law, common law or state law claims rising out of or relating in any way to the interpretation, validity and enforceability of this Indenture. Any legal proceeding involving the interpretation, validity and enforceability of this Indenture, shall occur and take place in the Circuit Court for the County of St. Louis, State of Missouri.

SECTION 4: Incorporation. The association shall be incorporated pursuant to the laws of the State of Missouri.

IN WITNESS WHEREOF, the Association by and through its trustees, duly elected, do hereby adopt this Indenture, to be duly executed under due authority the date first above written.

VILLAGE AT SEVEN PINES
HOME OWNERS ASSOCIATION, INC.

Leroy S. Walsh
Trustee, LEROY S. WALSH

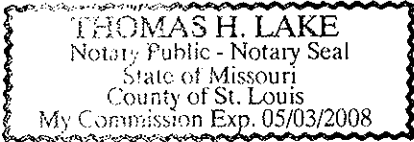
Gillette M. Webb
Trustee, GILLETTE M. WEBB

Fran Magruder
Trustee, FRAN MAGRUDER

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

I, the undersigned, a Notary Public authorized to administer oaths in the State of Missouri, certify that LEROY S. WALSH, GILLETTE M. WEBB, FRAN MAGRUDER, having appeared together before me and having been first duly sworn, each then declared to me that they are the duly elected Trustees of the Homeowners Association of The Village at Seven Pines Plats 3 and 4 subdivision, located in the County of St. Louis, State of Missouri, that the Association voted and passed the attached Indenture, and that the Trustees have executed this Indenture in their capacity as Trustees, and as their own free and voluntary act for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 9th day of FEBRUARY, 2006.



Thomas H. Lake
Notary Public

My Commission expires:

Handwritten initials/signature