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 RECORDER OF DEEDS

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 Woodland Lakes Tr. 15904

AMENDED  
 TRUST INDENTURE AND RESTRICTIVE COVENANTS AND  
 CONDITIONS PERTAINING TO A SUBDIVISION OF LAND IN  
 WASHINGTON COUNTY, MISSOURI

AMENDED April 11, 1983, April 9, 1985, March 28, 1987, April 8, 1989, October 14, 1989, October 5, 1990, April 13, 1991, October 5, 1991, April 11, 1992, October 3, 1992, April 17, 1993, October 3, 1993, April 9, 1994, April 8, 1995, October 7, 1995, April 13, 1996, October 5, 1996, April 10, 1999, April 08, 2000, October 7, 2000, April 21, 2001, November 17, 2001, April 13, 2002, October 5, 2002, April 12, 2003, April 17, 2004, APRIL 9, 2005, October 1, 2005, April 8, 2006, October 7, 2006, April 14, 2007, April 12, 2008, October 03, 2009, October 02, 2010, April 9, 2011

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, National Development Company, Inc., a Texas corporation, is the owner of certain real property located in Washington County, Missouri, and described as follows

The Southwest Quarter and Lot Number One (1) and Lot Number Two (2) of the Northwest Quarter of Section 5, Township Thirty-nine (39), Range One (1) West, containing 344 acres, more or less.

The Southwest Quarter of Section Six (6), Township Thirty-nine (39), Range One (1) West, containing 186 acres, more or less.

All of Section Seven (7), except an undivided one-half interest in and to the Northeast Quarter of the Northeast Quarter of said Section Seven (7) in Township Thirty-nine (39), Range One (1) West, containing 687 acres, more or less.

The Northwest Quarter and North half of the Southwest Quarter of Section Eight (8), Township Thirty-nine (39), Range One (1) West, containing 240 acres, more or less.

All of Section Seventeen (17), Township Thirty-nine (39) North, Range One (1) West, containing 640 acres, more or less.

The North half of Section Eighteen (18), Township Thirty-nine (39), Range One (1) West, containing 362 32 acres, more or less.

The East half of the East half of Section Twelve (12), Township Thirty-nine (39), Range Two (2) West, containing 160 acres more or less.

The East half of the Southeast Quarter of Section One (1), Township Thirty-nine (39), Range Two (2) West, containing 80 acres, more or less.

Subject to any and all mineral rights and easements of record of whatsoever kind or nature, and

WHEREAS, this amended indenture is made and entered into this 11th day of April, 1983, by and between National Development Company, Inc., party of the first part, hereinafter called "Grantor", and R.L.

Erkenbeck, party of the second part, hereinafter referred to as "Trustee", being the Trustee of the Woodland Lakes Trusteeship,

WHEREAS, Grantor is in the process of developing said land into a subdivision for living and recreational purposes and developing a lake and other facilities for living and for recreational enjoyment by the future lot owners in said development, which said development shall be known as "Woodland Lakes", and which said development shall be developed in several parts and with a separate plat for each part thereof as it is developed; and

WHEREAS, the Grantor is desirous of promoting and enhancing the value of said tracts of land by stabilizing residential values and establishing recreational and related facilities therein; and

WHEREAS, the Grantor believes that the creation of a trust of certain of the property rights in said tract and the establishment of certain use restrictions is the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this indenture to preserve said tract of land as a restricted residential and recreational neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions to apply that plan and restrictions, not only to all of the land and every parcel thereof as it may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels and to foster the health, welfare and safety of all who own lots or reside in said area; and

WHEREAS, it is the further purpose and intention of this indenture that all requirements and duties imposed by the Missouri Clean Water Law, Chapter 204, R.S. MO., and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder applicable to the subdivision be complied with together with all other applicable provisions of law, federal, state, and local and that restrictive covenants be adopted for that purpose; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "Restrictive Covenants" or "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 are intended to run with the land and be mutually enforceable;

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to party of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and, further, in consideration of the advantages to accrue to the party of the first part, as well as to future owners of said lots into which said tract may be subdivided, and with the agreement and consent of the party of the second part to act as Trustee hereunder, the party of the first part agrees as follows:

The party of the first part or the Grantor, shall contemporaneously with the recording of each platted subdivision of the above described land, grant, bargain, sell, convey, transfer, assign and set over unto the said Trustee, his successors and assigns, all singular and several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivisions, together with the lakes, dams, and related facilities and facilities for the disposal of wastewater in the subdivision to be constructed by Grantor on said above described land, and said Grantor, upon the consideration heretofore recited, do also hereby agree to create, reserve and transfer, assign and grant the Trustee easements for the purposes set forth in Article III hereof, over, across, through and under all of the lots in said subdivision as marked out and set out on said plats to be filed for the subdivision of said land, including all easements and roadways. TO HAVE AND TO HOLD all of the foregoing to the Trustee, his successors and assigns, IN TRUST, upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this indenture. As used herein, the word "Trustee or Trusteeship" shall mean either a single Trustee or joint Trustees.

ARTICLE I  
ORGANIZATION OF TRUSTEESHIP  
Amended October 7, 2000, 4-12-03, 4/9/05, 4/9/11

1. The original Trustee herein named shall serve for a term ending within three years from the date of the first sale of a lot in the subdivision or when thirty percent (30%) of the lots are sold, whichever occurs first. In the event of the death, resignation or inability of the herein named Trustee to serve in that capacity prior to the expiration of his term, his successor or successors shall be named by a voting majority of the lot owners who shall select and appoint a Trustee or Trustees to fill the unexpired term. A successor Trustee or Trustees, except in the case of filling a vacancy, shall be elected for terms of three (3) years each, but a successor Trustee elected to fill a vacancy shall be elected in the manner herein above provided. No person shall run for, be nominated for, or be elected to the Board of Trustees who has a felony conviction, and no person with a felony currently serving on the Board of Trustees shall remain a trustee, effective immediately.

2. There shall be semi-annual meetings of the lot owners at a convenient place for the transaction of such business as may properly come before said meeting, on the second Saturday in April and the first Saturday of October, beginning in the year 1987 and each year thereafter. If however, the second Saturday of April precedes Easter Sunday then the April meeting shall be held on the third Saturday of April. Notice of the date, time and place of said meeting shall be given by insertion of a notice in the newspaper circulated in Washington County, Missouri, at least seven (7) days before the date of the meeting, or, at the election of the Trustees, notice of said meeting may be made by mailing to each lot owner a letter setting forth the date, time and place of said semi-annual meeting. Special meetings of lot owners shall be subject to these same notice requirements.

3. The successor or successors to the Trustee or Trustees whose term has expired shall be elected by the lot owners at the semi-annual meeting and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, with a maximum of five (5), which vote may be cast in person, by absentee ballot. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, succeed and shall be vested with, possessed of all of the estate, rights, interests, privileges and powers by this indenture granted to his or their predecessor or predecessors. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any semi-annual or special meeting as provided for above. In the event any Trustee shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this indenture, the property owners shall, at the next regular or special meeting following the date of the death, resignation or incompetency of said Trustee or Trustees, elect a successor to fill the unexpired term of said Trustee or Trustees. Any business relevant or pertinent to the affairs of the WOODLAND LAKES property, or subdivision thereof, may and shall be transacted at any annual or special meeting described above. One Hundred (100) property owners present at any duly called meeting shall constitute a quorum at the respective meetings.

4. There shall be seven Trustees of the subdivision and the Trustees shall be made up of owners of camping lots and residential lots. To conduct any trustee business there shall be no less than four trustees present for it to be considered a legal meeting. Trustees shall be elected following the voting procedure defined in Article XXXV.

5. At each semi-annual meeting, the Trustee or Trustees shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding fiscal year.

ARTICLE II  
RIGHTS AND POWERS OF THE TRUSTEESHIP

1. The Trusteeship is a legal entity and shall have the capacity and right to sue as such as shall have the right and duty to enforce, either in the Trustee's own name or in the name of any owner within the subdivision, any and all restrictive covenants and restrictions which may now or which may hereafter be imposed upon any of the lots in the WOODLAND LAKES subdivision, either in the form as originally placed or as subsequently amended. It is the intention of the Grantor, and it does so declare,

that the Trustee named in this instrument shall be the Trustee for the entire tract and for any portion thereof that may be subdivided and platted into separate lots. The rights and powers of the Trusteeship set forth herein may be enforced by the lot purchasers or owners. The Trustee shall at all times exercise his rights and powers for the sole benefit of lot purchasers and lot owners.

2. The Trustee shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind or qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, roads and walkways, and to repair and maintain any dams, lakes and related facilities to be constructed on the above described property.

3. The Trustee shall have the right and power to provide for the plowing or removal of snow from the aforesaid streets, roadways and trailways.

4. The Trustee shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in or upon the drives, streets, lanes and roads herein conveyed to him or to be conveyed, or in or upon any other areas of the subdivision.

5. The Trustee shall have the right and power to provide lights in or on all drives, lanes, circles, streets or roads, and on or at all gateways or entrances, or in such other places in or about the area covered by this indenture as he may in his judgment determine.

6. The Trustee shall have the right and power to grant easements in, over, along and under the streets, drives, lanes, or roads conveyed to him for any of the purposes set out in Article II hereof.

In addition to the foregoing rights and powers, the Trustee shall have the right and power to grant right of way easements to electric, telephone and other utilities in order to permit them to place, replace, construct, reconstruct, operate, repair, maintain and relocate thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or underground or a combination of both a transmission or distribution line or system for the purpose of furnishing service to the above described premises, and to extend said line or system in the future on and across the above described tracts that may be subdivided and platted in separate lots to enable the utilities to furnish service to others and the right to have ingress and egress to, from and over the above described lands, for doing anything necessary or useful for the enjoyment of the easements granted; and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said line or system; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

7. The Trustee shall have the right and power to construct, to operate, to lease, to purchase, or in any other manner to construct, or provide for sewers or sewage or wastewater disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of said above described tracts, either in their present state or as subdivided, subject to all provisions of applicable law, federal, state and local, including, but not limited to, the Missouri Clean Water Law, Chapter 204 R.S.MO. and the regulations adopted pursuant thereto.

In providing for such services or facilities, the Trustee may himself make use of or he may convey, transfer or assign whole or partial rights in and to the easements created by this indenture, or easement created and set out on the plats of the subdivision of the within described tracts.

8. The Trusteeship shall have full right and power to control, maintain and make reasonable rules and regulations pertaining to the roadways, lakes and other common ground within the subdivision and to operate, maintain and utilize said common ground in the best interest of and for the common benefit of the lot owners; such right and power of the Trusteeship shall include, but not be limited to:

a. the right and power to provide for and maintain bath houses, where at least one bath house shall remain open and functional at all times—Five (5) bath houses shall remain open and fully operational from April 1<sup>st</sup> through September 30<sup>th</sup> of each year, swimming pools, tennis courts, playgrounds, gateways, entrances, property maintenance facilities, Trusteeship offices, drinking fountains and related facilities, lakes, streams and other ornamental or recreational features within the subdivision on the common ground and any other lands set aside for the general use of the owners of the lots in said

subdivision or to which the said owners have access and the use thereof. The Trusteeship shall have the right and power to construct or maintain such boat dock facilities as it may deem necessary for the use and benefit of owners of lots in said subdivision on the above described property. The Trusteeship shall further have the power to regulate and determine the size of motors to be used on boats on the lake or lakes and the use of boats thereon.

b. the right and power to construct, operate, maintain, lease, purchase, or in any other manner provide for coin operated vending machines to dispense food, drinks, or other edible items, or to dispense such other products or services for the benefit of lot owners and guests as the Trustees may elect. Any vending machine installed under the provisions of this section shall be operated for the convenience of all lot owners, and any monies accrued by reason of said vending machines (after payment of related expenses) shall be deposited into the general revenue account of the Trusteeship for the benefit of all lot owners. The term "vending machine" as used herein shall include coin operated telephones.

c. the right and power to construct, operate, maintain, lease, purchase, or in any other manner provide for concession stands, snack bars, or similar facilities to offer for sale to lot owners and their guests prepared food items, sundries, and similar convenience items. Any such facility shall be operated for the convenience of all lot owners, and any monies accrued by said facility (after payment of related expenses) shall be deposited into the general revenue account of the Trusteeship for the benefit of all lot owners.

1. The Trustee shall have the right and power to care for and maintain any and all vacant lots and the lake and lakefront in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds, and to do anything and all other things necessary or desirable in the judgment of the Trustee to keep such vacant and unimproved property and said lake and lakefront neat in appearance and in good order. After construction of improvements on a lot if a lot owner does not mow and keep his lot free of weeds, the Trustee reserves the right to mow and clean up said lot and to charge such owner a reasonable fee for this service. In addition, the Trustee shall have the right to cause all wastewater disposal facilities on lots to be pumped so as to assure compliance with the Missouri Clean Water Law, regulations and standards. Failure to pay the charge where it has become necessary to mow and clean said lot or to pump wastewater and sewage shall give the right to the Trustee, or his agent, to place a lien against the property for this service and to collect therefore in a action in debt. The Trustee shall also have the right to remove debris, trash, or any unsightly accumulation of materials or junk from lots upon giving lot purchasers or owners fifteen (15) days prior written notice of his intention to do so.

### ARTICLE III

#### ASSESSMENTS BY THE TRUSTEE

Last Amended 10-5-02, 4-13-03, 4-17-04, 4/9/05, 4/8/06, 10/02/10

1. The Trusteeship is hereby authorized, empowered and granted the right to make and/or collect assessments upon and against the said several lots and said parcels of land in the subdivision as platted and recorded by National Development Co., Inc. and the owners thereof for the purpose and at the rates and on the conditions hereinafter provided:

(A) There shall be a uniform annual assessment of One Hundred Eleven Dollars (\$111.00) per lot, per year, effective October 2, 2010, and Eighteen Dollars (\$18.00) per Owner Entity upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as described herein and for the further purpose of enabling the Trusteeship to defend and enforce the restrictive covenants as herein described. At least, but not less than one dollar (\$1.00) per lot per year of the said annual assessment shall be allocated for the stocking of our lakes and at least but not less than five dollars (\$5.00) per lot per year shall be allocated for repairing only of our roads. Twenty-five Thousand dollars (\$25,000.00) per year to be placed in a dedicated fund entitled "Lake Special Account" for the purpose of maintaining, repairing and improving the lakes, dams and spillways

within the Subdivision. Commencing in the fiscal year beginning September 1<sup>st</sup>, 2004 the uniform annual assessment for each fiscal year shall be due and payable on September 1<sup>st</sup> of each fiscal year

(B) Special assessments can be made and collected by the Trusteeship with approval of the lot owners as set forth herein whenever it becomes necessary to make any expenditures requiring an assessment in addition to the uniform annual assessment. In order to obtain approval from the lot owners for any special assessment, the Trusteeship shall transmit in writing to the owners of lots, prior to the meeting, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same, and the total special assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by this indenture, by a two-thirds majority vote of the property owners present at the meeting, the special assessment shall become immediately due and payable as of the date of said meeting or at such other time as identified in the special assessment proposal and notice of such special assessment shall be promulgated by the Trusteeship. Although the property owners may approve more than one special assessment at any time, each special assessment so approved shall not exceed the sum of Twenty-five Dollars (\$25.00) per lot or per owner as the case may be per fiscal year. Any funds collected, after a five year period, shall be credited to the general revenue account (with the exception on those which do not have an ending timeframe )

(C) The assessments referred to herein, either annual or special, shall apply to all lots owned by the developer that have been offered and are unsold as of the assessment date so that the assessments hereunder shall apply to the developer on the same basis as other lot purchasers and owners.

2. All assessments, either annual or special, shall from the day they are due (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under the authority of the indenture) constitute an automatic lien on the assessed lots and the personal obligation of the owner(s) of such lots until fully paid. Such assessments (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under the authority of the indenture) shall bear interest at the rate of .0083 percent per month if not paid within thirty (30) days of the date when due. The Trusteeship may, in addition, execute and acknowledge an instrument reciting the existence of the assessments with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds, and the Trusteeship may upon payment, cancel or release any one or more lots from the liability of assessments by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any property affected) a release of such assessment with respect to any lot or lots affected. The Trusteeship may institute proceedings to foreclose the lien imposed by the failure to pay assessments (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under authority of the indenture) under this instrument in a court of competent jurisdiction. Lot purchases and owners may also enforce this Article for the failure to pay lot assessments (together with any and all interest and costs of collection, attorney fees, and charges, which may be lawfully made by or under authority of the indenture).

3. All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist are hereby referred to and made a part of this instrument and the Trustees shall have the right to employ any procedures described therein or under Chapter 443, R.S.M.O. ( as relating to deeds of trust) to effectuate collection of any assessments hereunder.

#### ARTICLE IV RESTRICTIVE COVENANTS

This Article is deleted in its entirety and replaced by Article XI, Restrictive Covenants.

ARTICLE V  
AMENDMENTS  
Amended October 7, 2006

1. For and during the period provided for the term of the original Trustee in Article I the provisions of this indenture may be modified or amended by the joint and concurrent action of the Grantor and the Trustee hereunder for the mutual benefit of all lots, lot purchasers and lot owners.
2. In no event shall the restrictions relating to compliance with the Missouri Clean Water Law be amended without the written consent of the Missouri Clean Water Commission
3. Each amendment or modification to be voted on at a property owners meeting may be presented by the property owner proposing said amendment for three (3) minutes prior to voting.

ARTICLE VI  
AMENDMENTS  
Amended April 8, 2000

1. This indenture may be changed, modified or amended in whole or in part by a two-thirds (2/3) majority vote of the property owners present at a duly called and held meeting of the lot owners (joint owners of a lot to cast one vote as they amongst themselves determine), with the following exceptions:
  - a. In the event any provision of the Indenture presently in force or enacted in the future requires for amendment thereof a percentage vote in excess of two-thirds (2/3) of the property owners present at such a meeting, such higher vote shall be required to amend such provision; and
  - b. The uniform annual assessment provided for in Article III of this Indenture may be increased by a majority vote of the property owners present at such a meeting.
2. Any person shall be considered as an owner entitled to vote for any purpose provided for in this indenture provided said person is the owner by fee simple title, warranty deed or purchaser of the property under contract for deed; and provided that said person shall have fully paid all assessments and charges which may be lawfully made by or under authority of this indenture
3. In no event shall the restrictions relating to compliance with the Missouri Clean Water Law be amended without the written consent of the Missouri Clean Water commission.

This amendment shall be effective April 18, 1993.

ARTICLE VII  
AMENDMENTS  
Last Amended 10-7-95, 4/8/06, 10/7/06, 4/14/07

1. There shall be a special assessment of Twenty Dollars (\$20.00) per year beginning for the year 1988 and continuing for a maximum term of nine years upon and against each property owner, for the purpose of obtaining Electrical Transmission and Distribution Lines accessible to each and every lot within the Woodland Lakes subdivision
  - 1(A). There shall be a special assessment of twenty dollars (\$20.00) per year beginning immediately and continuing for a term of ten (10) years against all new property owners for the purpose of continuing providing electrical transmission and distribution lines accessible to all property owners within the Woodland Lakes Subdivision.
2. ~~No assessment shall be considered paid for the purpose of granting voting privileges unless said payment shall have been paid ten (10) days prior to the election where such vote shall be cast. Eliminate this paragraph in its entirety~~ So everyone can vote. Property owners need to be in good standing

3. Beginning as of the 1991 property owners' meeting the board of Trustees shall consist of seven property owners, in good standing, each serving a three year term. A board members' name may be placed on the ballot for recall with a six-sevenths (6/7) vote of the Trustees or, twelve notarized petitions signed by property owners. Reason for the recall shall be clearly stated by the Board members, and/or the property owners' petitions, and shall be stated on the recall Ballot. The recall vote requires a 2/3 majority vote of the property owners present at a duly called regular or special property owners meeting.

Ballots will be counted immediately following adjournment of said meeting adhering to existing ballot counting procedures. Recall of said board member, if passed will be effective immediately.

Changes to this amendment will require a two-thirds (2/3) majority vote of the property owners present at a duly called regular or special meeting.

4. The Trustee Board shall hold monthly meetings January through December. One copy of the minutes of these meetings shall be furnished free of charge to any property owner upon request. Any additional copies of same will be charged for as they are now. A previous month's cash flow report will be available at each monthly board meeting to all property owners. This cash flow will detail beginning bank balances plus all income received less expenditures to arrive at end of month's bank balance. The cash flow report will consist of operating and payroll accounts. Along with this will be a dedicated fund sheet, to show cash flow activity on every other bank statement.

5. The Woodland Lakes Trusteeship, Inc. is empowered to borrow money on behalf of the association. Any action requiring the indebtedness of the property owners must be approved by a two-thirds majority vote of the voters present at a meeting.

6. The Trustees have the right and power to prohibit the discharge of firearms and fireworks within the development. If a fireworks display is being put on by professionals, with emergency vehicles available, the Trustees have the right to agree to a fireworks display should they so determine.

7. Trustees can accept late or partial payments and payments designated as "payment in full" without losing any of the rights under this agreement to collect all amounts including interest, legal fees and bad check charges that are due.

8. The Trustees have the right and power to enforce all the applicable rules of this indenture towards and against the guests of property owners and, additionally the right to deny access to guests of property owners not conforming to the rules and regulations.

9. The Trustees have the right and power to establish and enforce traffic regulations, and rules and regulations regarding the destruction or vandalism of property owned in common.

#### ARTICLE VIII AMENDMENTS

1. No person serving as an elected or appointed Trustee or any relative of an Trustee, may be employed as a paid employee by the Trusteeship. All current employees are "grandfathered" in their jobs. Future changes to this amendment require a three-fourths (3/4) majority vote of the eligible voters present at a duly called meeting.

2. No person serving as a Trustee shall be paid any remuneration of any kind whatsoever by the Trusteeship for fulfilling the duties of Trustee as outlined in this Trust Indenture. However, actual documented out of pocket expenses made on behalf of and in the benefit of the Trusteeship are to be considered reimbursable expenses. Changes to this amendment require a three-fourths (3/4) majority vote of the eligible voters present at a duly called meeting.

ARTICLE IX  
AMENDMENTS

1. A tract of land being the Southeast Quarter and the East One-half of Lot 1 and the East One-half of Lot 2, and the south 690 feet of the East One-half of Lot 3 all in Section 6, Township 39 North, Range 1 West, all in Washington County, Missouri, is hereby incorporated, subject to purchase by National Development Co., Inc., and subject to all terms and conditions of the Trust Indenture and Restrictive Covenants and Conditions, into a subdivision of land known as Woodland Lakes Subdivision.

ARTICLE X  
RESTRICTIVE COVENANTS  
AMENDMENTS  
Amended 10-3-92

1. Effective October 3, 1992 any and all amendments made to the Trust Indenture must be presented for a vote of the property owners present at a duly called meeting following the rules & procedures outlined in this Article X. Notice of amendments proposed by any property owner other than Trustees must be submitted to the Trustees a minimum of ninety (90) days in advance of any regular or special meeting.

Notice of amendments proposed by the Trustees and other property owners must be mailed by First Class mail to all property owners a minimum of thirty (30) days in advance of any regular or special meeting. The exact wording, in correct legal format, of the amendments must be sent with the notice of proposed amendment.

Changes to this amendment will require a two-thirds (2/3) majority vote of the property owners present at a duly called regular or special meeting.

ARTICLE XI  
RESTRICTIVE COVENANTS  
Amended 10-3-92, 4-17-93, 10-3-93, 4-8-95 4-12-03

1. This Trust Indenture and these covenants are applicable to the entire WOODLAND LAKES subdivision and all plats thereof, and shall run with the land and shall be binding upon all parties hereto and all persons claiming under them including lot purchasers and owners. The use and enjoyment of each lot in the subdivision is subject to the rights and of the Trustees and Trusteeship established in this instrument and these restrictive covenants, or as same may hereafter be amended. The provisions of this Trust Indenture and these restrictive covenants are mutually enforceable by the Trusteeship and each lot purchaser or owner and shall be applied uniformly to every lot.

2. There shall be four (4) types of property located within the subdivision, identified as:

- a. "Common Ground," being all strips and parcels of land delineated as and constituting the drives, lanes, circles, streets or roads on the plats of the subdivision; the lakes, dams, swimming pool and related facilities; and all other land, lots and facilities designated as common ground on any subdivision plat or owned, maintained, operated and/or constructed by the Trusteeship for the use or benefit of all lot owners;

- b. "Commercial Lots," being the lots upon which this Indenture and these restrictions permit a commercial or business use, to-wit: Lots 1-12 and 63 and 64 of Block 1 in Section 11;

- c. "Camping Lots," means any lot within the subdivision (not owned by the Trustees or Trusteeship) being less than 15,000 square feet in area. The intended use of camping lots is for temporary recreational enjoyment versus the establishment of a residence. The placement or erection of

mobile homes, modular homes, or permanent residences are prohibited as they would violate the "camping" nature of said lots

d. "Residential," being all lots or land within the subdivision not owned by the Trustees or Trusteeship and not falling within the definition of "Commercial Lots and "Camping Lots" Residential lots designated as "Building Only" shall be used for residential purposes only. Residential lots not restricted as "Building Only" shall be identified as "Multi-Purpose."

Unless otherwise permitted on the plats of the subdivision, no structure or improvement shall be placed or constructed on any residential lot other than one (1) permanent single family dwelling. Constructed dwellings must have not less than 1,000 square feet of heated living area exclusive of porches, patios, garages, basements and attics on lots designated as "building only". Constructed dwellings must have not less than 720 square feet of heated living area on lots designated as "multi-purpose". Mobile homes or modular homes shall be allowed on residential lots unless expressly prohibited by the plats of the subdivision and if so authorized, shall contain no less than 720 square feet in size of enclosed, heated living space.

All constructed dwellings shall face the street or road upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front lot line, and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot. When the lot topography is not conducive to these limits, the Trustees may allow a variance therefrom. All such dwellings shall be constructed of new materials. There shall be no shed roofs and all buildings shall be finished and painted or stained on the outside. No basement shall be occupied until living accommodations are completed. Any improvements shall be completed on the exterior within six (6) months after construction starts. All other structures shall be in the rear of the living accommodations and shall be slightly of neat construction, and of a character to enhance the value of the property. A garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations and the exterior of it must be finished in the same manner as the living accommodations (except in the case of mobile homes). No building shall be constructed below the flood plain elevation line notwithstanding other provisions herein. All structures, buildings, fences, swimming pools and other improvements must be approved by the Trusteeship prior to their construction or placement on any lot within the subdivision and all plans for such must be submitted to the Trusteeship for approval at least thirty (30) days prior to the date of commencement of construction or placement.

3. All lot owners shall have the right to use the roads, streets, drives, lanes and circles Within the subdivision as a means of ingress and egress and all other common property within the subdivision, subject to the reasonable rules and regulations promulgated by the Trustees pertaining thereto. Property owners not in good standing shall be denied vehicular ingress to the roadways and common areas of the subdivision and shall be prohibited from operating vehicles while in the subdivision. Property owners in good standing, repeatedly violating the rules for common ground use previously addressed may be fined a maximum of twenty-five (\$25.00) per occurrence or prohibited from operating motorized vehicles within the subdivision, as determined by the Board in open meeting. Guests repeatedly violating the rules for common ground use may be required to leave the subdivision, and denied entry in the future

4. No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than two (2) feet long and one (1) foot wide. Each lot must be mowed and kept free of weeds and underbrush for the general appearance of the subdivision and prevention of fire.

5. No debris, trash or unsightly accumulation of materials or junk shall be allowed to remain on the premises and outside storage facilities will be permitted only if prior approval thereof has been obtained from the Trustees in writing.

6. No animals shall be kept, maintained or raised on said premises except house pets, which shall be kept on a leash when on said premises when not in an enclosure. No poultry or livestock such as horses, cattle or pigs shall be allowed within the confines of the subdivision. No noxious or