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FOURTH AMENDMENT TO THE INDENTURE OF TRUST
AND RESTRICTIONS WINDING TRAILS SUBDIVISION
ST. LOUIS COUNTY, MISSOURI

This fourth Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision, St. Louis County, Missouri made and entered this 1st day of JUNE, 1983.

WHEREAS, a certain Indenture of Trust and Restrictions, Winding Trails Subdivision, St. Louis County, Missouri, ("Indenture of Trust") has heretofore been filed and recorded in Book 7166, Pages 1366 et. seq., of the St. Louis County Records; and

WHEREAS, said Indenture of Trust has heretofore been three times amended and said amendments are recorded in Book 7238, Page 765; Book 7383, Page 1874 & Book 7400 page 546 of the St. Louis County Records; and

WHEREAS, said Indenture of Trust covers a certain parcel of real property as set out therein, and other property that may thereafter be made subject to the Indenture of Trust; and

WHEREAS, said Indenture of Trust provides for the same to be amended in Article 7, subparagraph 19 by the record owners of two-thirds (2/3) of the lot owners; and

WHEREAS, the undersigned, owning more than two-thirds (2/3) of the lots in fee simple, included under the Indenture of Trust, desire to amend said Indenture in order to provide for the cost of a certain recreational area and facilities to be constructed and to further provide for the maintenance and operation of such facilities after construction and the possible future additions, and improvements of such recreational facilities.

NOW, THEREFORE, said Indenture of Trust is amended as follows:

I

There shall be added to said Indenture of Trust a new Article to govern the creation, development, maintenance, operation and future improvement of a proposed recreation area, said Article to be designated as Article VIII and to read as follows:

See
Sixth
Amendmt

STATE OF MISSOURI }
COUNTY OF ST. LOUIS }
FILED FOR RECORD

1983 AUG -5 AM 10:32

Wm E. Fankle
RECORDER OF DEEDS

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BOOK 7521 PAGE 1967

VIII

RECREATION AREA

1. Recreation Land. The Trustees are hereby empowered to set aside a parcel of land of the common ground, either presently held by said Trustees or hereinafter acquired by said Trustees, to use, develop and maintain for recreation purposes and to construct thereon a swimming pool, tennis courts and other recreation facilities as agreed upon between the Trustees and the party designated to develop said recreation land.

2. Development of Recreation Area. The Trustees are hereby empowered to make the necessary contractual arrangements with a developer designated by said Trustees to construct and develop the recreation area. The cost of the recreational area and its various facilities shall be initially borne by the developer of same, to be repaid as hereinafter set forth.

3. Membership Fee and Annual Maintenance Fee. The Trustees shall set two fees in connection with the construction, development, maintenance, operation and improvement to the recreation area and its facilities:

a) Membership Fee. The initial membership fee shall be Six Hundred Fifty Dollars (\$650.00) per lot and said fee shall entitle the owner of said lot perpetual membership to the recreation facilities. Said membership shall pass to subsequent lot owners without payment of an additional membership fee.

b) Annual Maintenance Fee. The Trustees shall assess and collect an annual maintenance fee from each lot that has paid a membership fee, as set out above, for the recreation facilities, said fee shall initially be One Hundred Fifty Dollars (\$150.00) per lot. This fee shall be used exclusively for the maintenance, upkeep and operation of the recreation facilities and shall be segregated from all other fees collected by the Trustees under this Indenture of Trust.

4. Payment of Membership Fee and Annual Maintenance Fee.

a) Presently Developed Lots. Any lot that, as of the date of the recording of this Fourth Amendment, has been developed by the construction of a residence thereon may, but shall not be required to, pay a membership fee for the recreation facilities; in the event that the owner of such a lot pays such membership fee, that lot and its owner and all subsequent owners thereof shall be perpetual members of the recreation facilities and thereafter subject to the annual maintenance fee. Any owner of a presently developed lot that chooses not to pay the membership fee shall have no rights to use the recreation facilities at any time; provided, however, the Trustees may, upon thirty (30) days notice to the lot owner described in this Paragraph 4 a), put a time limit upon the lot and its owners' right to join the recreation facilities and thereafter said lot and its owner shall be permitted to join such recreation facilities only on approval of the Trustees.

b) Subsequent Developed Lots. After date of recording of this Fourth Amendment, any lot that is developed by construction of a residence thereon shall be permitted membership in the recreation facilities if membership is requested by the owner of such lot and upon payment of the membership fee by either the lot owner or its developer; provided, however, the Trustees may, upon thirty (30) days notice to the lot owner described in this Paragraph 4 b), put a time limit upon the lot and its owners' right to join the recreation facilities and thereafter said lot and its owner shall be permitted to join such recreation facilities only on approval of the Trustees; any developer of a lot that is subject to this Indenture of Trust may require, if the developer so chooses, the purchaser of said lot to pay the membership fee and said lot, its owner and all subsequent owners shall then be perpetual members of the recreation facilities, provided, however, nothing herein shall be construed as to require a developer to make memberships in the recreation facilities mandatory.

c) Perpetual Membership. Upon payment of the membership fee for the recreation facilities (said fee being paid either voluntarily by the then lot owner or its developer or by reason of the lot owner being required by the lot developer at the time of sale, to pay same) the lot, its owner and all subsequent owners, shall be perpetual members of the recreation facilities and as such subject to the annual maintenance fee. At no time, for any reason, after the payment of the membership fee shall a lot or its owner be permitted to voluntarily withdraw from membership in the recreation facilities and be relieved of payment of the annual maintenance fee.

At no time shall the owner of a lot that has not paid the membership fee be permitted to use the recreation facilities.

5. Use of Membership Fee and Maintenance Fee.

a) The Membership Fee. The membership fee paid by a lot owner, or developer on behalf of such lot owner, shall be used by the developer in the construction of the recreation facilities, such cost to include interest on any money borrowed for the construction of the recreation facilities by such developer. All of such membership fees shall be paid immediately upon receipt of same by the Trustees to the developer. Upon full repayment to the developer, such membership fees shall be applied by the Trustees to the maintenance fund to be used thereafter in accordance with the provisions of Section 5 b) following.

b) Maintenance Fee. The annual maintenance fee shall be used for the general maintenance of the recreation facilities only, and for the operation and management of same and to that end such fund may be used to hire staff and management personnel as determined by the Trustees. In addition to the foregoing, the Trustees may retain and apply any surplus funds from the maintenance fees, including membership fees paid over after discharge of the debt to the developer as provided in Section 5 a) above, in a separate fund for future additional improvements to be added to the recreation facilities.

c) Separate Funds. The membership fees and the maintenance fees shall at all times be held for the purpose as set forth in this Fourth Amendment to the Indenture of Trust and at no time shall such fees become or be used as part of the general assessments provided for in the Indenture of Trust.

6. Change in Membership Fee and Maintenance Fee.

a) Membership Fee. The developer of the recreation facilities may, at the end of a period of one (1) year from date of recording hereof, require the Trustees to raise the membership fee above the Six Hundred Fifty Dollars (\$650.00) amount as set out herein in order to pay off the construction and development cost incurred by such developer, including interest paid or being paid by such developer.

b) Maintenance Fee. The Trustees may change and modify the annual maintenance fee at any time upon notice of thirty (30) days to the members, but only upon a showing that such change is based upon a change in maintenance and operating costs being incurred or anticipated.

II

REAFFIRMATION

All other terms, conditions, restrictions, requirements and covenants of the Indenture of Trust and Restrictions, Winding Trails Subdivision are hereby reaffirmed and shall remain in full force and effect.

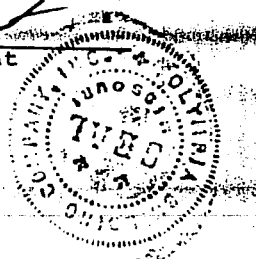
IN WITNESS WHEREOF, the undersigned, owners of fee simple title to more than two-thirds (2/3) of the lots of Winding Trails Subdivision as set out in the records of St. Louis County, Missouri hereby executed this Fourth Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision, the day and year first above written.

OLYMPIA BUILDING COMPANY,
A Corporation

BY: Charles Liebert
CHARLES LIEBERT, President

ATTEST:

H.A. Manlin
Secretary



800 7521 PAGE 1971

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

On this 1st day of June, 1983, before me appeared CHARLES LIEBERT to me personally known who being by me duly sworn stated that he is the President of OLYMPIA BUILDING COMPANY, 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 the said instrument was signed and sealed on behalf of said Corporation, by authority of the Board of Directors in that said CHARLES LIEBERT acknowledged 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 of St. Louis, State of Missouri, the day and year first above written.

Diane J. Viehmann
Notary Public

My Commission Expires:

April 23, 1980

DIANE J. VIEHMANN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 4/23/87
ST. LOUIS COUNTY

IN WITNESS WHEREOF, the undersigned hereby execute this Third Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision, the day and year first above written.

HOPE EDUCATIONAL AND RESEARCH CENTER,
A Missouri Not For Profit Corporation

BY: J. G. Probst
J. G. PROBST, M.D.

ATTEST:

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

On this 21st day of June, 1983, before me appeared J.G. PROBST, M.D., to me personally known who being by me duly sworn stated that he is the President of HOPE EDUCATIONAL AND RESEARCH CENTER, a Missouri Not For Profit Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that the said instrument was signed and sealed on behalf

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of said Corporation, by authority of the Board of Directors in that said J.G. PROBSTEIN, M.D. acknowledged said instrument to be the true act and deed of said Corporation.

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

Mary Jane Stauder
Notary Public

My Commission Expires:

MARY JANE STAUDER, Notary Public
STATE OF MISSOURI, ST. LOUIS COUNTY
MY COMMISSION EXPIRES AUGUST 8, 1984

The foregoing Third Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision, is hereby certified, accepted and approved by the undersigned Trustees.

Charles Liebert
Trustee Charles Liebert

R.M. Manlin
Trustee R.M. Manlin

William A. Hueppauff
Trustee William A. Hueppauff

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

On this 1st day of June, 1983, before me appeared RICHARD M. MANLIN, CHARLES LIEBERT, and WILLIAM A. HUEPPAUFF, to me known to be the persons described herein and who executed the foregoing instrument, and being duly sworn, did say that they are the present Trustees of Winding Trails, a Subdivision located in the County of St. Louis, State of Missouri, and that they executed said instrument as the Trustees of said subdivision and acknowledged that they executed the same as their free act and deed of said subdivision.

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

Diane J. Viehmann
Notary Public

DIANE J. VIEHMANN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 4/23/87
ST. LOUIS COUNTY

My Commission Expires:

April 23, 1987



The foregoing Fourth Amendment to the Indenture of Trust
& Restrictions, Winding Trails Subdivision, St. Louis County,
Missouri is hereby approved.

Dee A. Joyner
Director of Planning DEE A. JOYNER
St. Louis County, Missouri

RECORDS OF DEPT.
MAY 1 1974
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