

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

RECORDED
APR 23 1982 10:00

15.00
488.

This Third Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision, St. Louis County, Missouri made and entered into this 21st day of April, 1982.

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, the first amendment to the Indenture Trust and Restrictions, Winding Trails Subdivision, St. Louis County, Missouri, is filed and recorded in Book 7238, Pages 765 et. seq., St. Louis County Records, and the second amendment to the Trust Indenture and Restrictions, Winding Trails Subdivision, St. Louis County, Missouri, is filed and recorded in Book 7383 Pages 1874; and

WHEREAS, said Indenture of Trust covers a certain parcel of real property as set out therein; 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.

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

Article IV, subparagraph 7 of the Indenture of Trust as amended by the aforesaid amendments to the Indenture of Trust is hereby further amended to read as follows:

"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 in the initial development of said lots, provided however, said Trustees shall not have the foregoing powers and duties as set out in this subparagraph 7 of Article IV as to

See
Sixth
Amendment

any of the real property enclosed in this agreement which has been or is subsequently sold, transferred, or conveyed by Deed to any Third Party developer or builder, for the expressed purpose of carrying on the completion of the original development plan as successor and assign of First Party, it being the intention of First Party and Trustees to provide for the orderly continued development according to the original development plan should First Party for any reason decide to sell, transfer, or convey any of the said real property or lots to another developer or builder. Developer or builder as used herein shall mean and include any person, firm, partnership or entity that holds fee simple title to 3 or more lots for the purpose of developing or building upon said lots or who holds such three or more lots for resale.

Any lots and/or property so conveyed shall, however, be developed in accordance with all the terms, restrictions, requirements, and conditions set forth throughout this Indenture and shall strictly comply therewith.

The Trustees as to all of the lots and property of Winding Trails Subdivision, none excluded, shall have the right, power and authority to consider, approve or reject any and all plans and specifications for any and all proposed additions to any of the buildings or improvements located on the lots and property of the Subdivision, and to all alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, 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 therefor and to the grade proposed therefor. 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, or any other matters covered by this subparagraph 7,

have been submitted to them hereunder, approval will not be required and the related restrictions shall be deemed to have been fully complied with, EXCEPT THAT the First Party shall not be governed by the terms and provisions of this Paragraph and First Party may construct any building structure that it may desire or make alterations in existing structures owned by it, so long as it complies with the ordinances of St. Louis County."

Article IV of subparagraph 8 of said Indenture is hereby amended to read as follows:

"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 the 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, except that First Party, its successors and assigns, shall not be required to comply with this provision unless it is deemed warranted."

Article V subparagraph 2 of said Indenture is hereby amended to read as follows:

"2) First Party has the right to maintain an office and parking facilities in Winding Trails until such time as all lots have been sold and all of the Trustees shall have been chosen by owners of developed lots as provided for in this Indenture of Trust and Restrictions. This right shall also pass to any Third Party builder, developer, etc., whosoever shall be acting as successor and assign of First Party for any group of lots or real property for the express purpose of carrying on the completion of the original development plan."

Article VII, subparagraph 3 of said Indenture is hereby amended to read as follows:

"3) Dwelling Cost, Quality and Size: The construction cost of each residential dwelling in Winding Trails shall not be less than \$70,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention

See
Sixth
Amendment

See
Sixth
Amendment

and purposes of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The living area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet. The term "construction cost" as used herein includes and can be defined as not only the cost of the improvements on and to the land but also the cost of normal ancillary expenses including, but not limited to, interest, supervision, overhead, marketing and selling expenses."

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 Third 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:

Richard Mauldin
Secretary

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



On this 26th day of April, 1982, 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 in behalf of said Corporation, by authority of the Board of Directors in that said CHARLES LLEBERT acknowledged said instrument to be the free act and deed of said Corporation.

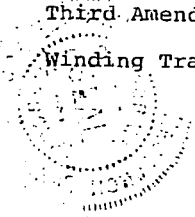
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis, State of Missouri, the day and year first above written.

Diame J. Viehmann
Notary Public
DIAME J. VIEHMANN

My Commission Expires:

April 23, 1983

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 ENTER
A Missouri not for profit Corporation

BY: *J.G. Probst*
J.G. PROBSTEIN

ATTEST:

Diame J. Viehmann

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

On this 21 day of APRIL, 1982, before me appeared J.G. PROBSTEIN, 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 in behalf of said Corporation, by authority of the Board of Directors in that said J.G. PROBSTEIN 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 and State aforesaid, the

day and year first above written.

Jamie M. Goetz
Notary Public
JAMIE M. GOETZ

My Commission Expires:

JAMIE M. GOETZ, Notary Public
STATE OF MISSOURI, ST. LOUIS COUNTY
COMMISSION EXPIRES MAY 10, 1985

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

Richard Manlin
Trustee RICHARD MANLIN

Charles Liebert
Trustee CHARLES LIEBERT

William A. Hueppauff
Trustee WILLIAM A. HUEPPAUFF

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

On this 22nd day of April, 1982, 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.

Diare J. Viehmann
Notary Public
DIARE J. VIEHMANN

My Commission Expires:

April 23, 1983



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

DIRECTOR OF PLANNING
ST. LOUIS COUNTY, MISSOURI

BY: Alex A. Joyner *g/h/lv*
DEE A. JOYNER

This is Page 7 of the Third Amendment to the Indenture of Trust
and Restrictions, Winding Trails Subdivision, St. Louis County,
Missouri.

END OF DOCUMENT

FORM 7400 552