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Notation

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

THIS SIXTH AMENDMENT TO THE INDENTURE OF TRUST AND RESTRICTIONS, WINDING TRAILS SUBDIVISION, ST. LOUIS COUNTY, MISSOURI (hereinafter, the "Sixth Amendment"), made this 6th day of March, 2000, in accordance with said Trust Indenture by the record owners of fee simple title to not less than two-thirds of the lots in Winding Trails Subdivision ("Subdivision").

WHEREAS, the Subdivision was created by the subdivision of certain real property, as more particularly described and set forth in Winding Trails Plat 1, as recorded at Book 192, Pages 12 and 13, Winding Trails Plat 2, as recorded at Book 197, Page 57, Winding Trails Plat 3, as recorded in Book 197, Page 58, Winding Trails Plat 4, as recorded at Book 220, Page 96, Winding Trails Plat 4A, as recorded in Book 228, Page 54, Winding Trails Plat 4B, as recorded in Book 286, Page 92, Winding Trails Plat 5, as recorded in Book 212, Page 85, Winding Trails Plat 6, as recorded in Book 225, Page 31, Winding Trails Plat 6-A, as recorded in Book 213, Page 76, Winding Trails Plat 7, as recorded in Book 274, Pages 15 and 16, Winding Trails Plat 8, as recorded in Book 268, Page 16, Winding Trails Plat 9, as recorded in Book 282, Pages 64 and 65, Winding Trails Plat 10, as recorded in Book 281, Pages 6 and 7, Winding Trails Plat 11, as recorded in Book 297, Pages 78 through 80, Winding Trails Plat 12, as recorded in Book 325, Pages 76, and Winding Trails Plat 13, as recorded in Book 316, Pages 97 and 98, all references being to the official records of the County of St. Louis, Missouri;

WHEREAS, the Subdivision is subject to that certain "Indenture of Trust and Restrictions, Winding Trails Subdivision, St. Louis County, Missouri," recorded at Book 7166, Page 1366; as amended by that certain "First Amendment to Indenture of Trust and Restrictions, Winding Trails Subdivision," recorded at Book 7238, Page 765; that certain "Second Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision," recorded at Book 7383, Page 1874; that certain "Third Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision," recorded at Book 7400, Page 546; that certain "Fourth Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision," recorded at Book 7521, Page 1967; and that certain "Fourth (sic) Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision," recorded at Book 7544, Page 313, (hereinafter collectively the "Trust Indenture");

WHEREAS, the undersigned collectively own fee simple title to not less than two-thirds (2/3) of the lots in the Subdivision;

WHEREAS, it is the undersigned's desire to provide for the improved governance of the Subdivision, impose conditions on the

use of lots and to protect the value of the lots and the improvements thereon;

WHEREAS, it is the undersigned's intent to amend, modify and otherwise change the Trust Indenture for the purposes hereinafter set forth; and

WHEREAS, Olympia Building Company does not, as of the date hereof, own any Lot within the Subdivision;

NOW, THEREFORE, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged each to the others, the undersigned covenant and agree that the aforesaid Trust Indenture shall be amended as follows:

1. ORGANIZATION OF WINDING TRAILS SUBDIVISION HOMEOWNERS' ASSOCIATION, A MISSOURI NONPROFIT CORPORATION

A. The Trustees of Winding Trails Subdivision, or their successors, are authorized and directed to file Articles of Incorporation of a Nonprofit Corporation with the Missouri Secretary of State for a new nonprofit corporation to be known as the "Winding Trails Subdivision Homeowners' Association" (hereinafter the "Homeowners' Association"), the Trustees then holding office to constitute the initial Board of Trustees of said Corporation, with the same rights, powers, duties and obligations as were heretofore, are now, and may hereafter be, granted to the Trustees of Winding Trails Subdivision, an unincorporated association, and to the Homeowners' Association.

B. Upon incorporation of the Winding Trails Homeowners Association as a Missouri nonprofit corporation, all rights, powers, duties and obligations imposed by the Trust Indenture upon the Trustees of Winding Trails Subdivision, an unincorporated association, shall immediately cease, without any further action being necessary by the Lot Owners of Winding Trails Subdivision (hereinafter "Lot Owner(s)"), and thenceforth such duties shall be executed and discharged by the Winding Trails Subdivision Homeowners' Association, a Missouri nonprofit corporation.

C. Any officer, director or volunteer of the Homeowners' Association shall be indemnified for any action, complaint, liability or judgment to the full extent provided for under Missouri law or as provided for under the Homeowners' Association's Articles of Incorporation, as same may be amended from time-to-time.

2. DELEGATION OF POWER TO HOMEOWNERS' ASSOCIATION Article III of the Trust Indenture is hereby deleted in its entirety and the following new Article III is substituted in lieu thereof:

Article III. RIGHTS OF WINDING TRAILS HOMEOWNERS ASSOCIATION

1. The Winding Trails Subdivision Homeowners' Association ("Homeowners' Association") is hereby granted the right and power to enforce and administer this Trust Indenture with respect to each and every lot within the Subdivision (hereinafter individually "Lot" and two or more, as the context requires, "Lots") and with respect to all of the common property now or hereafter owned by the Trustees provided, however, that the Lot Owner(s) of any Lot may take such action as to directly enforce the terms and conditions of the Trust Indenture or to cause the Homeowners' Association to so enforce such terms, covenants, reservations, conditions, liens and charges.

2. The Winding Trails Subdivision, an unincorporated association, and its Board of Trustees, hereby assign all right, title and interest in and to any monies, property, common ground, rights or other assets which it now owns or to which it may hereafter be entitled. The Homeowners' Association, upon the issuance of a certificate of incorporation, shall be deemed to have accepted such assignment.

3. The Homeowners' Association shall govern itself in accordance with applicable law and its Articles of Incorporation and By-Laws, as either may be amended from time-to-time, subject to the following terms and conditions:

a. The Board of Trustees shall consist of not less than three (3) persons;

b. The Board of Trustees shall be elected by the members; and

c. Except as provided for under the Articles of Incorporation of the Homeowners' Association, the By-Laws of the Homeowners' Association, or the Trust Indenture, the Board of Trustees shall exercise all of the rights, powers, duties and obligations of the Homeowners' Association.

4. The Homeowners' Association shall not be under a duty to maintain any common ground, property or asset, or provide any service not required generally of all such similar common grounds, properties or assets, or not otherwise provided for the benefit of a majority of the Lots within the Subdivision.

5. In administering this Trust Indenture, if a court of competent jurisdiction finds that the Homeowners' Association has acted in accordance with the Trust Indenture, the Homeowners' Association shall be entitled to recover all costs of enforcement, including attorneys fees and court costs, from the party against whom enforcement was sought or, if the Homeowners' Association was made a defendant in any suit to compel enforcement, against such party who made the Homeowners' Association a party defendant.

3. MEMBERSHIP IN HOMEOWNERS' ASSOCIATION; VOTING RIGHTS A new Article III-A of the Trust Indenture is hereby adopted, to read as follows:

Article III-A. MEMBERSHIP AND VOTING RIGHTS.

1. Subject to Paragraph 4 of this Article III-A, the Lot Owner(s) of fee simple title of each Lot within the Subdivision shall constitute a single member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Subdivision. Any conveyance or change of ownership of fee simple to any Lot shall carry with it all rights of membership in the Homeowners' Association to the new Lot Owner(s).

2. If a membership stands of record in the names of two or more persons, their acts with respect to voting shall have the following effect:

a) If only one votes, such act binds all of the members having an ownership interest in a particular Lot; and

b) If more than one votes, the vote shall be divided on a pro rata basis.

3. Any action permitted or required to be taken by Chapter 355 R.S.Mo. at a meeting of the members of the Homeowners' Association may be taken without a meeting if consents in writing or written ballots are submitted in accordance with applicable laws, and if the requisite number of affirmative consents or ballots are received.

4. The Homeowners' Association shall maintain a list of the Lot Owners, and such Lot Owners shall constitute the members of the Homeowners' Association entitled to vote on any matter presented for decision to the membership or otherwise required by law. The

Homeowners' Association shall maintain such membership list from information provided from any reliable source, including title companies, real estate agents and legal newspapers, as well as from the Lot Owners or such persons holding themselves out as the Lot Owners. In the event of any uncertainty regarding the identity of the persons entitled to membership, the Homeowners' Association is authorized to suspend voting privileges to any member until such time as the uncertainty is resolved in accordance with the Homeowners' Association's By-Laws. Voting privileges shall be as set forth in the By-Laws. Nothing herein shall prohibit the Homeowners' Association from relying on applicable provisions of Missouri law regarding eligibility to vote as a member.

4. BUILDING PLANS REVIEW Article IV, Paragraph 7, of the Trust Indenture is hereby deleted in its entirety and the following new Paragraph 7 of Article IV is substituted in lieu thereof:

(7) To consider, approve or reject any and all plans and specifications for any and all buildings, structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection in the initial development of said Lots.

As to all of the Lots and units in Winding Trails Subdivision, none excluded, the Homeowners' Association 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, reconstruction of, or replacement for, any of the buildings or improvements located on the Lots within the Subdivision, and to all alterations in the external appearance of buildings already constructed on any Lot, it being provided that no buildings, structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any Lots unless there shall be first obtained the written approval of the Homeowners Association to the plans, specifications and grade therefor. The Lot Owner, or the Lot Owner's representative, shall submit such plans and specifications to the Trustee, if any, designated at the Homeowners' Association's last annual meeting as the Trustee having primary responsibility for building plans and specification review, and if none has been so designated at the Homeowners' Association's last annual meeting, or if such designation was made more than twelve months prior to such Lot Owner's submission of plans and specifications, then to any Trustee or the Registered Agent of the Homeowners' Association. Such submission shall be by personal delivery or by registered or certified mail, postage prepaid. In the event the

Homeowners' Association fails to approve or disapprove within thirty (30) days after building plans or other specifications for buildings, structures, fences, detached buildings, swimming pools or tennis courts, accessory buildings and other outbuildings, or any other matters covered by this Paragraph 7 have been submitted hereunder, such plans and specifications, as submitted, shall be deemed approved, provided that, prior to the expiration of the thirty (30) day review period, the Homeowners' Association shall be permitted by providing written notice personally delivered or sent by first class mail to the Lot Owner or the Lot Owner's representative, to (a) request additional information in writing, in which case such plans and specifications shall not be deemed approved and the time for reviewing such plans and specifications shall run anew from the date of submission of such additional information to the Homeowners' Association, and (b) approve such plans and specifications subject to express conditions set forth in writing.

5. RESTRICTIONS ON LOT USAGE Article V of the Trust Indenture is hereby deleted in its entirety and the following new Article V is substituted in lieu thereof:

ARTICLE V - USES

1. Subject to Paragraph 3 of this Article V, any Lot within the Subdivision shall only be used for, and occupied as, a single family residence. "Family" shall mean an individual or two (2) or more persons related by blood or marriage or a group of not more than three (3) persons who need not be related by blood or marriage living together and subsisting in common as a single non-profit housekeeping unit utilizing not more than two (2) kitchens.

2. Notwithstanding Paragraph 1 of this Article V, each Lot being occupied as a single family residence may also be used for a home based occupation, as that term may be defined from time-to-time and as otherwise permitted by any governmental agency having jurisdiction over the Subdivision.

3. Any Lot being used for, or for which a building permit has been issued authorizing use for, commercial purposes as of the date of recordation of this Sixth Amendment, may continue to be used for commercial purposes in accordance with said permit.

6. ASSESSMENTS Article VI of the Trust Indenture is hereby deleted in its entirety and the following new Article VI is substituted in lieu thereof:

Article VI. COVENANT FOR ASSESSMENTS

1. Creation of Lien. The Lot Owner(s) of each Lot shall pay to the Homeowners' Association: (a) the annual assessments; (b) any special assessments; (c) if applicable, any private street assessments; and (d) if applicable, any special street assessments, such assessments to be established and collected as hereinafter provided. All assessments, together with interest, costs and attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

2. Purpose of Annual Assessments. The annual assessments levied by the Homeowners' Association shall be used for carrying out the general duties and powers delegated to the Homeowners' Association hereunder and for the further purpose of enabling the Homeowners' Association to defend and enforce restrictions; to maintain common ground and property; to obtain, install, and repair utilities; to maintain, reconstruct or improve parking areas, street lights, cul-de-sacs, entrance gates and markers; to maintain, replace and plant trees and other landscaping; to maintain proper insurances; to establish adequate cash reserves; to provide for the removal and disposal of garbage and rubbish; to perform or execute any powers or duties provided for in this instrument or as provided for by law; and to otherwise enhance the health, safety and general welfare of the residents of the Subdivision. Except as set forth in Paragraph 6 of this Article VI, any such assessment shall be uniform on a per Lot basis.

3. Purpose of Special Assessments. In addition to the annual assessments authorized above, the Homeowners' Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, either or both (i) expenses of the type for which the Annual Assessment shall be levied, and (ii) the cost of any construction, reconstruction, repair or replacement of a capital improvement relating to any street, storm water or sanitary sewer, utility, lighting, recreational facility or other capital project, as well as any engineering, financing, legal or other cost ancillary to such capital improvement, subject to approval as set forth in this Trust Indenture. Nothing herein shall prevent capital improvements being a part of

an annual budget and assessment. Any such special assessment shall be uniform on a per Lot basis.

4. Purpose of Private Street Assessments. In addition to annual assessments and special assessments authorized above, the Homeowners' Association may levy, in any assessment year, an assessment on Lots fronting any private street in the Subdivision for the purpose of recovering, or establishing a fund for, the cost of snow removal or other private street related charges or expenditures incurred by the Homeowners' Association with respect to such private street, and then only for such expenses of a type different from those expended by the Homeowners' Association with respect to public streets. Any such private street assessment shall be uniform on a per Lot basis against each Lot fronting such private street. Private street assessments shall be due thirty (30) days following notice of the approval of such assessment. Nonpayment shall be subject to the same penalties as the annual assessment.

5. Notice of Annual Assessment; Financial Statements. Written notice of the proposed annual budget and proposed annual assessment together with the most recent year's Financial Statement of Cash Receipts and Disbursements and current Statement of Financial Position, shall be mailed to each Lot Owner at least thirty (30) days prior to the Homeowners' Association's annual meeting. Except as provided in Paragraph 6 of this Article VI and following the Homeowners' Association's annual meeting, the Board of Trustees are authorized to set the amount of the annual assessment in any year in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per Lot, provided that such maximum amount may be increased by the amount of the increase in the Consumer Price Index-All Urban Consumers ("CPI-U") or such successor or equivalent index. The January 2000 CPI-U shall be the base for calculating the maximum annual assessment.

6. Commercial Lot Annual Assessment. Any Lot zoned for other than single family residential dwellings shall be assessed an annual assessment of Three Thousand Dollars (\$3,000.00) provided that such annual assessment shall be adjusted to reflect the increase in the CPI-U, the same as provided for in Paragraph 5 of this Article VI.

7. Approval of Special Assessments; Amendments.

(a) The Board of Trustees may propose special assessments for the purposes set forth in Paragraph

3 of this Article VI. Notice of such proposed special assessment setting forth (i) the need for such special assessment, (ii) an estimate of expenditures associated with such need, (iii) the date, time and location of a meeting of Lot Owners to discuss such special assessment and (iv) the last date for acceptance of ballots to vote on the issue, shall be given to all the Lot Owners. Such Notice shall be mailed not less than thirty (30) days prior to the date of the meeting of Lot Owners. The Trustees shall have the right to lower the proposed special assessment and budget, and any ballots cast for a higher special assessment shall remain valid unless another ballot from the same Lot Owner is received, in which case, the last received ballot shall be the only valid ballot cast with respect to such Lot.

(b) A special assessment may be approved by a vote of not less than sixty-five percent (65%) of the ballots returned on the measure, provided that ballots representing not less than forty percent (40%) of all of the Lots have been submitted to the Trustees not later than the last date set forth for voting on the measure. The provisions of Article III-A shall apply in determining whether any ballot is validly cast.

8. Approval of Private Street Assessment; Amendments.

(a) The Board of Trustee's may propose private street assessments for the purposes set forth in Paragraph 4 of this Article VI. Notice of such proposed private street assessment setting forth (i) the purpose for such private street assessment, (ii) an estimate of expenditures, (iii) the date, time and location of a special meeting of Lot Owners owning Lots fronting such private street to discuss such private street assessment and (iv) the last date for acceptance of ballots to vote on the issue, shall be given to all the affected Lot Owners. Such notice shall be mailed not less than thirty (30) days prior to the date of the special meeting of affected Lot Owners. The Trustees shall have the right to lower the proposed private street assessment and budget, and any ballots cast for a higher private street assessment shall remain valid unless another ballot from the same Lot Owner is received, in which case, the last received ballot shall be the only valid ballot cast with respect to such Lot.

(b) A private street assessment may be approved by a vote of not less than sixty-five percent (65%) of the ballots returned on the measure, provided that ballots representing not less than forty percent (40%) of all of the Lots fronting such private street have been submitted to the Trustees not later than the last date set forth for voting on the measure. The provisions of Article III-A shall apply in determining whether any ballot is validly cast.

(c) In the event that a private street assessment is not approved by the requisite number of Lot Owners owning Lots fronting such private street, the Trustees shall be relieved from any liability for failing to provide such services contemplated by the proposed private street assessment.

(d) The Lot Owners owning Lots fronting a private street may propose and adopt a special street assessment by obtaining the written consents of not less than eighty percent (80%) of such affected Lot Owners. Upon receipt of the original written unanimous consents, the Trustees shall collect such private street assessment in accordance with the terms of such consents.

9. Notice of Assessment. After approval of a budget and the per Lot assessment, either annual, special, or private street, the Homeowners' Association shall cause notice of such assessment charged against each Lot to be sent by personal delivery or first class mail to the Lot Owner (a single notice to all Lot Owners at a Lot's address being sufficient) within thirty (30) days after the approval of such annual, special or private street budget and assessment or, in the case of an annual budget, by not later than December 31 of each fiscal year of the Homeowners' Association, whichever is later. If such notice is not sent by such date, such assessment shall nonetheless remain valid and enforceable provided that such assessment shall not become delinquent until thirty (30) days after notice of such annual, special or private street assessment is sent to the Lot Owner(s).

10. Collection of Assessments.

(a) Notice of Assessment Annual assessments are due by January 31 of each year or, if notice of such assessment has not been sent by the previous December 31, then thirty

(30) days after such notice of assessment is sent to the Lot Owner(s). Special and private street assessments shall be due not earlier than thirty (30) days following the date notice of such assessments is given to the affected Lot Owner(s).

(b) Effect of Nonpayment of Assessments; Remedies. Any assessment not paid by the due date shall bear interest from the due date at the rate of one and one-half percent (1-1/2%) per month, compounded annually. The Homeowners' Association may bring an action at law or in equity to enforce the collection of the assessment or otherwise foreclose the lien against the Lot. In the event the Homeowners' Association should bring an action at law or in equity to collect such unpaid assessments, either annual, special or private street, in addition to the assessment and interest thereon, the Homeowners' Association shall be entitled to recover the costs of collection, including court costs, recording fees, attorneys' fees and any other costs incurred by the Homeowners' Association in obtaining collection of the assessment (hereinafter, the "Collection Costs"). Should a notice of levy of assessment and lien be recorded by the Homeowners' Association, and thereafter the Lot Owner shall pay the assessment and all other charges, including interest then due, the Homeowners' Association shall cause to be executed a release of lien, provided the Lot Owner pay all costs associated with filing said release before the Homeowners' Association's obligation to record such release shall arise.

(c) Lien of Assessment. Assessments and Collection Costs shall constitute a lien against the respective Lots from and after the due date. The Homeowners' Association may cause the execution of an instrument reciting the levy of the assessment and the lien hereby authorized and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri.

(d) Subordination of Lien. The lien of the assessments provided for herein shall only be subordinate to a mortgage or deed of trust lien existing as of the date of recording this

Sixth Amendment and only to the extent that such mortgage or deed of trust lien had priority as of that date over the lien created by this Trust Indenture.

11. Quorum. The quorum for any Homeowners' Association meeting shall be as provided for in the By-Laws.

12. Special Street Assessment. Notwithstanding anything else in this Trust Indenture to the contrary, upon the written approval of not less than eighty percent (80%) of the Lot Owners fronting any private street, a special street assessment may be levied by the Homeowners' Association upon all Lot Owners fronting such private street for the purpose of constructing, reconstructing, repairing or maintaining such street and other improvements. Prior to the adoption of a special budget and assessment for such purposes, the Homeowners' Association shall provide the notice of a proposed budget and special street assessment, and the duration thereof, the same as for special assessments provided for in Paragraph 7 of this Article VI, provided that such notice need only be given to the Lot Owners to be assessed. A meeting, without need for a quorum, shall be held by the Homeowners' Association, at which time the proposed project, budget and special street assessment shall be presented to the affected Lot Owners. The same provisions as set forth in Paragraph 9, dealing with notice of such assessment, and Paragraph 10, addressing the collection of such assessment, of this Article VI shall apply with respect to special street assessments.

7. Duration and Termination of Trust Indenture. Paragraph 1 of Article VII of the Trust Indenture is hereby deleted in its entirety and the following new Paragraph 1 of Article VII is substituted in lieu thereof:

1) Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Trust Indenture was originally recorded (June 13, 1979), after which this Trust Indenture shall be deemed to automatically renew and be extended for continuing successive terms of ten (10) years each, unless an instrument, duly signed by a majority of the then Lot Owners of all plats of the Subdivision has been recorded, electing to terminate said Trust Indenture, provided that such termination shall be recorded not more than twelve (12) months and not less than three (3) months prior to the expiration of each

such period of restrictions, subject furthermore to the provisions of Paragraph 19 of this Article VII.

8. Limitation on Rental of Residential Property. Paragraph 2 of Article VII of the Trust Indenture is hereby deleted in its entirety and the following new Paragraph 2 of Article VII is substituted in lieu thereof:

2) Limitation on Rental of Residential Property: After the date of recording this Sixth Amendment, no Lot or improvement previously used for residential purposes shall be rented, leased or otherwise conveyed except by sale without the express written consent of a majority of the Trustees, which consent shall be obtained upon each letting or reletting of a Lot and the improvements thereon. In exercising the discretion granted hereunder, the Trustees shall take into consideration the then current conditions of the subject Lot, prior rentals of such Lot and complaints, if any, arising with respect to current or prior tenants, and the overall number of rented Lots, it being the primary concern of the Lot Owners to preserve the value of the Lots and the residential owner-occupied character of the Subdivision.

9. Dwelling Cost, Quality and Size: Paragraph 3 of Article VII of the Trust Indenture is hereby deleted in its entirety and the following new Paragraph 3 of Article VII is substituted in lieu thereof:

3) Dwelling Cost, Quality and Size: The cost of construction of each residential dwelling in the Subdivision shall not be, as of January 1, 2000, less than \$200,000.00, and thereafter as adjusted for inflation computed by the increase in the Consumer Price Index, All Urban Consumers ("CPI-U"), or such successor index, it being the intention that all dwellings shall be of quality, size and materials substantially the same or better than that which can be constructed as of January 1, 2000. The term "cost of construction" as used herein shall be limited to the cost charged by any third-party builder to the initial occupants of such dwelling or, for any owner-occupied construction, the actual cost of materials, labor, construction equipment rental, insurances during construction and construction financing costs. Replacement of an existing structure shall be consistent with the replacement value of the structure to be replaced and shall be architecturally compatible with surrounding structures on the same block.

10. Livestock and Poultry: Paragraph 7 of Article VII of the Trust Indenture is hereby deleted in its entirety and the following new Paragraph 7 of Article VII is substituted in lieu thereof:

7) Livestock and Poultry: No goats, hogs, pigs, livestock, poultry, horses or other animals not typically found in a residential neighborhood shall be kept or permitted upon any lot within the Subdivision. Domesticated pets, except those of the type excluded above, may be kept on any lot, provided that such pets are of such a number and kept in such a condition as not to constitute a nuisance or otherwise be objectionable by reason of noises, flies or other annoyance. Dog kennels shall not be permitted on any Lot. No commercial enterprise involving animals shall be permitted. The determination, after permitting all parties to be heard, of a majority of the Trustees as to whether an objectionable condition or nuisance exists shall be binding upon the Lot Owners.

11. Amendment. Paragraph 19 of Article VII of the Trust Indenture is hereby deleted in its entirety and the following new Paragraph 19 of Article VII is substituted in lieu thereof:

19. AMENDMENT: This Trust Indenture and any part thereof may be amended or modified by a written agreement signed by a majority of the then record owners of the fee simple title of the Lots and units in the Subdivision then included under the terms of this Trust Indenture. Any such amendments or modifications shall, when duly certified and acknowledged by the Homeowners' Association and recorded with the Office of the Recorder of Deeds for the County of St. Louis, Missouri, become part of the provisions and restrictions of this Trust Indenture. No such amendment or modification shall reduce or modify the obligations or rights granted to or imposed upon the Homeowners' Association with respect to the maintenance of common property and the power to levy assessments therefor or to eliminate the requirement that there be the Homeowners' Association unless some persons or entity is substituted for the Homeowners' Association with the same responsibilities and duties.

12. ELIMINATION OF AUTHORITY WITH RESPECT TO RECREATIONAL FACILITIES Article VIII and Article IX of the Trust Indenture as same exist on the date immediately preceding adoption of this Sixth Amendment are hereby deleted in their entirety.

13. RECOGNITION OF THE CITY OF WILDWOOD, MISSOURI

A. The following Articles and Paragraphs of the Trust Indenture are hereby amended by substituting the name "City of

Wildwood, Missouri" in lieu of "St. Louis County," "County Council," "St. Louis County governmental bodies," and "St. Louis County Department of Highways and Traffic," as the case may be and as hereinafter designated:

- (1) The first sentence of the third paragraph of Article III;
- (2) Paragraph 1 of Article V;
- (3) Paragraph 6) of Article VII;
- (4) Paragraph 7) of Article VII; and
- (5) Paragraph 10) of Article VII.

14. MISCELLANEOUS PROVISIONS A new Article VIII of the Trust Indenture is hereby adopted, to read as follows:

Article VIII. MISCELLANEOUS

1. Headings. The headings set forth at the beginning of each Article and Paragraph hereof are for reference only and are not part of this Trust Indenture.

2. Notices. Unless otherwise set forth in this Trust Indenture, a notice, demand or other communication under this Trust Indenture shall be sufficiently given or delivered if done so in accordance with the Homeowners' Association's By-Laws.

15. REAFFIRMATION Except as modified herein, all other terms, conditions, restrictions, requirements and covenants of the Trust Indenture of 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 two-thirds (2/3) or more of the Lots of Winding Trails Subdivision as set out in the records of St. Louis County, Missouri, hereby execute this Sixth Amendment to the Indenture of Trust and Restrictions, Winding Trails Subdivision, St. Louis County, Missouri, the day and year first above written.

