

HERMAN WEBER and CHLOA WEBER, his wife

of the County of St. Louis State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

Lots 13 and 14 of the SUBDIVISION of Block 2 of PAYNE'S SUBDIVISION, in Block 130 of Carondelet Commons, South of the River Des Peres, in St. Louis County, Missouri. Together with improvements thereon known as and numbered 211 Nellie Avenue.

Subject to building line, easements, conditions and restrictions of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1953 and thereafter, and special taxes becoming a lien after the date of this deed:

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written



Blanche Mullich

State of Missouri } ss. On this 6th day of Nov, 53, before me personally appeared
County of St. Louis

Blanche Mullich, further declares herself to be
single and unmarried,
that she is the person or persons described in and who executed the foregoing instrument, and acknowledged
that she executed the same as her free act and deed.

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

Sept. 26, 1956

Gerald J. Donworth
Notary Public

Filed for Record Nov 16 1953 at 9:57 A.M. Gerald J. Donworth Recorder

RESTRICTIONS AND REGULATIONS

FOR

LYNNBROOK ADDN.

ST. LOUIS COUNTY, MISSOURI

THIS INSTRUMENT OF RESTRICTIONS AND REGULATIONS IS MADE THIS 10TH DAY OF

NOVEMBER 1953

WITNESSETH:

The undersigned, being the owner of all the property known as LYNNBROOK ADDN., a real estate subdivision lying and being situated in the County of St. Louis, State of Missouri, a plat of which is recorded in the office of the Recorder of Deeds in and for the County of St. Louis, State of Missouri, as Daily Number 69 of the 16th day of November 1953, does by these presents impose the following restrictions and regulations as being necessary to establish and maintain the character of the property as a residential section and subdivision of the highest class:

LAND USE

*Registration of Deeds
Filed June 28, 1956
Book 3624 Page 161*

(22-531-2) 214

1780991

22-531-2

1780991

No lot shall be used for other than residential purposes.

BUILDING TYPE

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two full stories in height, which said dwelling shall have a garage of, at least, two car capacity, which shall be contiguous to or integral with the dwelling and its exterior design and material shall be similar to that of the dwelling and be in architectural harmony therewith. The doors of all garages shall be so located that they do not face a street. A car port shall not be considered as a garage within the meaning of these restrictions. Every garage so constructed shall be used solely in connection with the dwelling house upon the lot on which said garage is constructed.

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AREAS OF BUILDINGS PERMITTED

The ground floor area of a one-story or one-and-one-half story dwelling constructed on any lot shall be not less than 1,800 square feet for the main structure as measured by outside dimensions, including utility rooms but exclusive of porches and garages.

The ground floor area of a two-story dwelling constructed on any lot shall be not less than 1,200 square feet as measured by outside dimensions including utility rooms but exclusive of porches and garages. Minimum area of second floor shall be not less than 800 square feet.

BUILDING LINES

Building lines are hereby established as shown on the recorded plat of LINDEN COOK ADDN. No building or structure or any part thereof may be erected or maintained between any building line as shown on said plat and the adjacent street except that chimneys, roof cornices, gutters, downspouts, and window bays may extend not more than 18 inches into said space, and except that porches, verandas, platforms, terraces and steps, (but not including enclosed porches or sun rooms) may extend not more than eight feet into said space. No building or structure or any part thereof may be erected or maintained nearer than fifteen feet to the line of any adjacent lot.

Nothing in this paragraph shall be construed as preventing the construction of sidewalks, walkways, and driveways within the building lines or allowed extensions as specified above.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

No building or structure or any part thereof, or wall or retaining wall or other interfering construction may be erected, constructed or maintained within, on or over any easement as shown on said plat.

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NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The carrying on of a home occupation or the erection of any sign other

than a "For Sale" sign shall be classified as nuisances.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other type of building other than one erected in accordance with these restrictions and regulations shall be maintained on any lot at any time, except such temporary shed as may be necessary to be used by a builder at the time of construction of the permanent building upon said lot. In no event, however, shall such permissible temporary structure be used as a residence, either temporarily or permanently.

FENCES

Fences may only be constructed along the rear and the sides of the property and may not extend nearer to the front than the building line. Trustees must approve the construction of all fences.

ROOFS

The roofs of all structures shall be covered with a material approved by the trustees. No flat roofs will be permitted.

GUTTERS AND DOWNSPOUTS

All structures shall have gutters and downspouts, and the water from the downspouts shall be spilled on the ground to follow the natural course of drainage. Water from downspouts may be diverted to and collected at one low drainage spot on each lot by means of underground pipes.

SEWAGE DISPOSAL

All structures shall be provided with individual septic tanks and such apparatus for disposal and purification of sewage as may be required by the Public Health

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Authorities of the City of Frontenac, the County of St. Louis, or the State of Missouri or the trustees of LYNNBROOK ADDN., and such installation shall be maintained by the owner of the property so as not to create a nuisance.

DRIVEWAYS

All drives leading from the street to a garage shall be hard surfaced.

EXTERIOR STAIRWAYS

No building or structure shall have an exterior stairway above the first floor level except if required by law or ordinance.

APPROVAL OF PLANS

The plans and specifications of all residences to be built in LYNNBROOK ADDN. shall be submitted to the trustees for their approval. Each application to be accompanied by a deposit of \$100.00. This deposit to be returned in full if permit to build is refused. If permit to build is issued by the trustees then Seventy-Five Dollars (\$75.00) will be refunded when building operations are complete, debris removed and the streets restored to their original condition; Twenty-five Dollars (\$25.00) to be retained by the trustees to cover servicing and inspection costs. Permission to build may be withheld at the discretion of the trustees if there are any unpaid trustees' assessments against the property or its owner.

GRADES

No owner shall cause the grade of his property to be changed without first

receiving the approval of the trustees.

TRUSTEES

There is hereby established and constituted a Board of Trustees of LYNNBROOK ADDN., which Board shall be comprised of three (3) trustees, elected for a term of one (1) year, each of whom shall be a bona fide owner of a lot or lots in LYNNBROOK ADDN., except that so long as Countryside Development Co. owns any lots in said

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subdivision, it shall be entitled to elect at least two of the three trustees, none of which said trustees so elected by Countryside Development Co. need be owners of lots in LYNNBROOK ADDN. The trustees appointed hereunder to serve until the first annual meeting of the lot owners, which shall be held on Tuesday, January 5, 1954, are Walter F. Hellmich, B. W. La Tourette and Frank Thiel, Jr. At the annual meeting of the lot owners to be held on January 5, 1954, and at each annual meeting thereafter, which shall be held on the first Tuesday after the first Monday of January of each year, three trustees shall be elected to serve for a term of one year each. In the event an annual meeting shall not be held, or should trustees not be elected at such annual meeting, the trustees serving as such shall remain in office until their successors are elected and qualified.

Special meetings of lot owners may be called from time to time by either the trustees or by any five (5) lot owners for the purpose of conducting such business as may be noted in the call of said meeting; provided, however, that notice of such meeting shall be given at least ten (10) days prior to the date of said meeting, which said notice shall be given in any one of the following manner: (1) by written, printed or other duplicated notice in writing, sent by First Class United States Mail to each lot owner of record at his last known address, provided such notice be post marked at least ten (10) days prior to the date of the meeting, or (2) by causing to be posted on each lot in said subdivision a written or printed notice at least ten (10) days prior to such meeting, or (3) by delivering such notice to the owner of each lot or to his agent, or to any person over the age of 15 years found on the respective lots, at least ten (10) days prior to such meeting. All meetings, whether annual or special, shall be held within such place within the County of St. Louis as the notice of said meeting shall designate.

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For the purpose of voting at the annual meeting, or at any special meeting which may be called as hereinafter provided for, whether for the election of trustees or for the amending of these restrictions and regulations, or for any other purpose requiring the approval of the owners of property in LYNNBROOK ADDN., the owner of each of the lots shall be entitled to one vote for each lot or major portion of a lot owned by him. The term "major portion" shall be construed as constituting 51% or more in area of any lot. The owner of 49% or less of any lot shall not be entitled to a vote on account of his ownership of said portion of a lot. In the event a lot shall be divided equally as to area between two owners, then and in that event, the two owners shall be entitled to cast but one vote for said lot, provided they can

reach agreement between themselves as to the manner of voting, otherwise, no vote shall be cast for said lot. In the event a vacancy occurs on the Board of Trustees due to death, resignation, or for any cause whatsoever, said vacancy shall be filled by the remaining trustees appointing a successor trustee to serve for the unexpired term.

The business of the trustees shall be conducted at meetings regularly called by any one of the three trustees upon giving to the others at least five (5) days notice in writing. A majority of the trustees shall be sufficient to act on all matters. A meeting of the trustees duly called shall be valid if a quorum of the trustees are present at said meeting. A quorum shall consist of two of the three trustees.

The title to the several strips or parcels of land set out in the Plat recorded as above specified, designated as roadways and parkways is hereby conveyed to the trustees for the benefit of all of the owners of lots in LYNDENWOOD ADDN. The trustees shall maintain and repair the roadways and parkways and shall have the right to enter upon or to send their agents or contractors upon any property in said LYNDENWOOD ADDN. to maintain the drainage easement set out on said Plat in order to insure proper

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drainage of all lots in the subdivision. The trustees shall apportion the cost of all repair and maintenance, whether of roadways, parkways, or drainage easements equally among the lot owners.

The trustees, as holding legal title to the roadways and parkways shall not abridge or interfere with the right of the lot owners to use the streets and parkways for the installation of water mains, gas mains or other utility installations, except to require that a lot owner in so using the roadways and parkways, shall return said roadways and parkways in the same condition as they were prior to the installation of water mains, gas mains, and other utilities.

The trustees shall have the right to establish reasonable traffic regulations respecting the use of the roadways, in general to regulate the use thereof so far as to prohibit heavy hauling over and upon said roadways or any other use of same which may be injurious to said roadways. In the regulations of traffic, the trustees shall be authorized to establish and enforce and cause to be enforced, speed limits and other reasonable regulations designed to promote the safety and welfare of those living in the subdivision. The trustees shall further have the right to prohibit the obstruction of roadways, whether such obstruction results from the storing of lumber or building material, or other building material thereon, or using any part thereof for the preparation of building materials, as well as to prohibit any other type of obstruction of roadways. Nothing herein contained shall, however, be construed as constituting a prohibition upon the trustees from establishing such road blockades as they may deem necessary in order to prevent speeding upon the roadways.

The trustees shall have and are hereby granted full power and authority, in their own names as trustees, to prevent any violation of these restrictions and to compel conformance to them. To this end, the trustees are hereby authorized to institute such action or actions, whether at law or in equity, which they may deem

appropriate in order to secure compliance with these restrictions and regulations. Such action may be instituted by the trustees in their own names as such trustees. This provision is intended to be cumulative and not to restrict the right of any owner of a lot to proceed in his own behalf to prevent violation of these restrictions. The power and authority herein granted to the trustees is intended to be discretionary and not mandatory.

The trustees are hereby empowered to assess and collect, during each year, from and after the date of this Indenture, from the owners of lots embraced in said subdivision, a sum of money sufficient for improving, reconstructing, maintaining, repairing, and regulating the use of the roadways and parkways for the benefit of said subdivision, and the owners of lots therein, which said assessment shall be uniform upon and against the several lots and shall not exceed for the above purposes, the sum of \$100.00 per lot in any one year. In the event a lot shall be divided between two owners, such assessments shall be divided between each portion of the lot in that proportion which the area of each portion of said lot bears to the total area of the whole lot.

In addition to the assessment as above, the trustees shall have the further right to assess against individual lots such sum or sums as they shall deem necessary for the improvement or maintenance of roadways or parkways, if, in the opinion of the trustees, such improvement or maintenance is of benefit to an individual lot owner and not of benefit to the owners of all lots in LYNNWOOD D.D.M.

The trustees are authorized and empowered to enter into contracts for the purpose of maintaining the roadways and parkways and of executing the powers and duties conferred upon them by this Indenture. Further, the trustees are authorized to pay any and all expenses incurred in connection with such maintenance, as well as, the payment of taxes, if any, assessed against the roadways and parkways and the

payment of all other expenses incurred in connection with the performance of their duties as trustees out of the assessments collected from the owners. Assessments shall be levied, whether for general purposes as above, or against individual lots by the giving to the lot owners of a ten (10) days notice, which shall be delivered either by First Class United States Mail, addressed to the last known post office address of the holder of the legal title to the land assessed, or by posting a notice of assessment upon the lot or lots subject to assessments or delivering a notice thereof in person to any person over the age of 15 years found upon said lot. Either of the above three methods shall be considered as sufficient notice to assessment. Said assessments shall specify the date when said assessment shall be paid, which date shall be not less than ten (10) days from the date of the giving of said notice. Assessments remaining unpaid for thirty (30) days after due, shall bear interest at the rate of eight percent (8%) per annum until paid and shall constitute a first lien against the property, superior to any lien or encumbrance which the owner may have heretofore created or may thereafter create against the said lot or

any improvements thereon, and all persons acquiring any interest in the said lots, or any of them, from the owner or owners thereof, whether voluntarily or involuntarily, shall take the same subject to any assessment made but not paid, and further, shall take the same subject to the right and power of the trustees to levy assessments as above provided. The trustees are authorized and empowered to place in the hands of an attorney for collection any and all assessments duly levied but not paid within thirty (30) days after due it. In the event such assessment is placed in the hands of an attorney for collection, the fee of such attorney shall be paid by the lot owner or owners in default. The trustees are further authorized to institute and prosecute such proceedings, at law or in equity, or both, against the owner or owners of lots

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in default in order to effect payment and collection of any and all assessments due, including the cost of suit and attorney's fees attendant upon the recovery of the assessment.

The trustees may execute and acknowledge an instrument in writing, reciting the levying of assessments and cause the same to be recorded in the Recorder's Office in the County of St. Louis, Missouri.

All statutory laws and rights for enforcing and collecting general real property taxes in the State of Missouri are hereby referred to and made a part of this instrument. The owner of the land, as well as the land itself, shall be liable for the payment of all assessments, as well as all cost incident to the collection of said assessment.

A trustee shall not be held responsible for any act other than his own individual misconduct. The trustees shall not be responsible one for the other, but each only for himself as above provided. No trustee hereunder shall be held personally liable for injuries to persons or property occasioned in the conduct of his duties as such trustee or by reason of any act or acts of omission or commission by such trustee, whether individually or collectively. The trustees shall under no circumstances be required to make any payment or incur any liability in excess of the amounts which shall from time to time be in their hands as such trustees.

Every instrument of appointment or election of trustees shall be executed, acknowledged and recorded in the Office of the Recorder of Deeds in St. Louis County, Missouri. This instrument shall set forth the name of the duly elected or appointed Trustee, or Trustees, the name of the person or persons who have ceased to be Trustees, together with the cause of the vacancy; and, upon the recording of such instrument, the appointee or person elected shall be immediately substituted as trustee and shall have all the rights, title, powers, duties and privileges herein conferred upon the trustees.

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The trustees shall keep written minutes of their proceedings which shall be open for inspection by the owners of lots at all reasonable times.

Trustees shall serve as such without any pay or emolument whatsoever accruing to or for, them, except that they shall be reimbursed for any and all expense to which

they may be put in the performance of their duties as such Trustees.

The trustees may receive, hold, dispose of and administer in trust, for any purposes mentioned in this indenture, any gift, grant, conveyance or donation of money or real or personal property.

The trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, may, from time to time, enter into contracts and employ such agents, servants and labor as may deem necessary, including the employment of counsel and may institute and prosecute such suits as may deem necessary or advisable, and defend suits brought against them, or any of them, in their character as trustees.

A subdivision known as LYNNBROOK adjoins LYNNBROOK ADDN. and lies between LYNNBROOK ADDN. and Speede Road, a public thoroughfare. Access to LYNNBROOK ADDN. is by means of private roads through LYNNBROOK and easement to use these private roads in LYNNBROOK for the benefit of lot owners in LYNNBROOK ADDN. has been granted by means of an instrument recorded in Book 3010, Page 330 of the St. Louis County Records. The owner or owners of lots or parcels of land in LYNNBROOK shall have the right to use the private streets or roads in LYNNBROOK ADDN. for the same purposes and under the same regulations as the owners of property in LYNNBROOK ADDN.

CONSOLIDATION

This Indenture or restrictions and regulations for LYNNBROOK ADDN. has been drawn to conform to the restrictions and regulations of LYNNBROOK, for the purpose of affecting a consolidation of LYNNBROOK ADDN. with LYNNBROOK and with the same Board of Trustees elected by the combined votes of all property owners in both subdivisions.

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TERM MODIFICATION, AMENDMENT, CHANGES, ELIMINATION

It is hereby declared and provided that all of the terms and conditions, restrictions and regulations herein contained shall become effective simultaneously with the recording of this Indenture in the Office of the Recorder of Deeds in and for the County of St. Louis, State of Missouri, and shall be and remain in full force and effect until the first day of January 2002 A.D., but any one or more of said restrictions may at any time be modified, amended, changed, eliminated or enlarged and these restrictions may be extended beyond said date of the first day of January, 2002 A.D., provided, however, that no such modification, amendment, change, elimination, enlargement or extension may be effected except at a meeting of the owners of all of said lots, whether it be an annual meeting or a special meeting held pursuant to a notice given as hereinabove provided for, stating in said notice as one of the purposes of said meeting, the intention to present a motion to modify, amend, change, eliminate, enlarge or extend said restrictions, together with the manner in which said restrictions are to be so modified, amended, changed, eliminated, enlarged or extended, at which said meeting such modification, amendment, change, elimination, enlargement or extension shall be approved by a vote of, at least, 75% of all of the lot owners in LYNNBROOK ADDN., except that in the case of an extension of these restrictions beyond the first day of January, 2002 A.D., such extension may be effected through the securing of the signature of 75% or more of the owners of

said subdivision on an agreement of extension not less than thirty (30) days prior to the said first day of January, 2002 A.D., the execution of which said extension agreement may be accomplished by such means as those circulating said agreement may then deem appropriate.

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INVALIDATION

Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and



COUNTRYSIDE DEVELOPMENT CO.

Walter F. Hellmich
President

WITNESSETH)
CITY OF ST. LOUIS) ss

On this 10TH day of NOVEMBER 1953, before me appeared WALTER F. HELLMICH to me personally known, who, being by me duly sworn, did say that he is President of Countryside Development Co., 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 said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said WALTER F. HELLMICH 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 City and State aforesaid, the day and year first above written.



Robert A. McCalpin
Notary Public

My commission expires February 8, 1954.

Filed for Record Nov 16 1953 at 10:00 A.M. Gerald J. Donworth Recorder

General Warranty Deed

This Deed, Made and entered into this Twenty Fourth day of September nineteen hundred and Fifty Three, by and between VanZant Inc., A Missouri Corporation

of the County of St. Louis State of Missouri
party of the first part, and Robert Lee Nash, and
Betty Jane Nash, his wife

of the County of St. Louis State of Missouri
parties of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the

said parties of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part, the following described Real Estate, situated in the County of St. Louis, and State of Missouri, to-wit: Lot 20 in Block 3 of FERGUSON HOME SITE SUBDIVISION, according to the plat thereof recorded in Plat Book 22 Page 10 of the St. Louis County Records.



* 2019122300248 *

GERALD E SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
 INSTRUMENT
AMDT

GRANTOR

TO

GRANTEE

LYNNBROOK AND LYNNBROOK
ADDITION

PROPERTY
 DESCRIPTION:

Lien Number

Notation

Locator

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number

00248

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 30 pages, (this page inclusive), was filed for record in my office on the 23 day of December 2019 at 09:13AM and is truly recorded in the book and at the page number printed above.

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

BTG2

Deputy Recorder



Gerald E. Smith
 Recorder of Deeds
 St. Louis County, Missouri

Mail to:

PETER HERZOG
11 LYNNBROOK ROAD
ST LOUIS, MO 63131

Destination code: **VC M**

RECORDING FEE 108.00
(Paid at the time of Recording)

29
Notation

LICENSED TO DATA TREE
FOR SUBJECT, RELICENSE OR ANY OTHER BULK TRANSFER.

AMENDED AND RESTATED INDENTURE OF
RESTRICTIONS AND REGULATIONS
FOR
LYNNBROOK AND LYNNBROOK ADDITION
ST. LOUIS COUNTY, MISSOURI

EXEMPT per RSM0 59.310

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AMENDED AND RESTATED INDENTURE OF
RESTRICTIONS AND REGULATIONS
FOR
LYNNBROOK AND LYNNBROOK ADDITION
ST. LOUIS COUNTY, MISSOURI

THIS AMENDED AND RESTATED INDENTURE OF RESTRICTIONS AND REGULATIONS ("Indenture") is made as of the 11th day of December, 2019, by and among the lot owners listed on the signature pages attached hereto ("Owners"), and Robert Minkler, Jr., Ron Present, and Sandra Thomas (said three named individuals being collectively referred to as the "Trustees") concerning certain land in the County of St. Louis, State of Missouri, described hereinafter (the "Subdivision").

WITNESSETH THAT:

WHEREAS, by Restrictions and Regulations for Lynnbrook, St. Louis County, Missouri, dated March 18, 1952 and filed of record at Book 3010 Page 330 of the St. Louis County Records, and by Restrictions and Regulations for Lynnbrook Addition, St. Louis County, Missouri, dated November 10, 1953 and filed of record at Book 3204 Page 243 of the St. Louis County Records, the property identified in said documents was subjected to certain restrictions, and the two such sets of documents were consolidated in the restrictions for Lynnbrook Addition; and

WHEREAS, the foregoing Restrictions and Regulations were amended by an Amendment to Restrictions and Regulations for Lynnbrook and Lynnbrook Addition, St. Louis County, Missouri, dated April 16, 1987 and filed of record at Book 8139 Page 891 of the St. Louis County Records; and

WHEREAS, the foregoing Restrictions and Regulations were amended by an Amendment to Restrictions and Regulations for Lynnbrook and Lynnbrook Addition, St. Louis County,

Missouri, dated November 16, 2001 and filed of record at Book 1379.4 Page 2795 of the St. Louis County Records (the foregoing Restrictions and Regulations, as so amended, hereinafter referred to as the "Prior Indenture"); and

WHEREAS, the Prior Indenture provides that an amendment thereof may be effected at a meeting of the owners of all of the lots within Lynnbrook and Lynnbrook Addition, at which such meeting such amendment shall be approved by a vote of at least 75% of all of the lot owners within both Lynnbrook and Lynnbrook Addition; and

WHEREAS, the undersigned record owners constituting not less than 75% of all of the lot owners within both Lynnbrook and Lynnbrook Addition have voted to approve this Indenture in accordance with the notice, meeting and procedure requirements of the Prior Indenture; and

WHEREAS, all restrictions, covenants and limitations affecting the Subdivision are made in order to preserve the Subdivision as a first class, single family residential subdivision, and are made jointly and severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the lots in the Subdivision;

NOW, THEREFORE, in consideration of the mutual advantages and benefits flowing to and accruing to each lot in the Subdivision from the restrictions, conditions, easements, limitations and covenants herein stated, the Prior Indenture is hereby amended and restated in its entirety to read as follows:

ARTICLE 1

COVENANTS AND RESTRICTIONS RUNNING WITH THE LAND

1.1 General. The lot owners, for themselves, their heirs, executors, administrators, personal representatives and assigns and for and on behalf of all persons who may hereafter claim or derive title to, or otherwise hold through any of them any of the lots in the Subdivision, or any

part thereof, covenant and agree with the Trustees and each other as set forth in this Article I. Each of the Subdivision lots and the owner(s) thereof, from time to time, shall forever stand and remain bound and chargeable to the Trustees for the full and faithful compliance with and performance of all of the provisions, stipulations, covenants, conditions and restrictions set forth herein, and for the prompt payment of all assessments and liens herein contained, which shall attach to and run with all of the property in the Subdivision and the interest of all of the owners of the lots therein, and shall be binding upon every owner or occupant of any of such lots, or any part thereof, as fully as if expressly contained in proper and obligatory covenants, conditions or restrictions in each conveyance of, or concerning, such property or any part thereof.

1.2 Enforcement. The Trustees shall have and hereby are granted full power and authority in their own names as Trustees of an express trust or otherwise to prevent any infringement and compel the performance of each covenant contained in this Indenture. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his or her own behalf. The power and authority hereby granted to the Trustees is intended to be discretionary and is not mandatory. The Trustees are to be reimbursed out of general funds of the Subdivision for the entire cost of any action taken by the Trustees for the enforcement of any of the restrictions, conditions, or covenants set forth in this Indenture.

1.3 Restrictions Requiring Supermajority to Change. The following restrictions shall apply to all lots in the Subdivision except as otherwise indicated herein. The restrictions set forth in this Section 1.3 may be changed, altered, amended, repealed and added to from time to time by recording with the Recorder of Deeds of St. Louis County, Missouri, an instrument in setting forth such changes, alterations, amendments and additions, signed and acknowledged by the owners of

seventy-five percent (75%) or more of the lots in the Subdivision in accordance with Article II Section 2.6 titled Voting at Lot Owner Meetings.

(a) Land Use. No lot shall be used for other than residential purposes.

(b) Building Type. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two full stories in height, which said dwelling shall have a garage of, at least, two car capacity, which shall be contiguous to or integral with the dwelling and its exterior design and material shall be similar to that of the dwelling and be in architectural harmony therewith. The doors of all garages shall be so located that they do not face a street. A car port shall not be considered as a garage within the meaning of these restrictions. Every garage constructed shall be used solely in connection with the dwelling house upon the lot on which said garage is constructed.

(c) Areas of Buildings Permitted. The ground floor area of a one-story or one-and-one-half story dwelling constructed on any lot shall be not less than 1,800 square feet for the main structure as measured by outside dimensions, including utility rooms but exclusive of porches and garages. The ground floor area of a two-story dwelling constructed on any lot shall be not less than 1,200 square feet as measured by outside dimensions including utility rooms but exclusive of porches and garages. Minimum area of second floor shall be not less than 800 square feet.

(d) Building Lines. Building lines are established as shown on the recorded plat of the Subdivision. No building or structure or any part thereof may be erected or maintained between any building line as shown on said plat and the adjacent street except that chimneys, roof cornices, gutters, downspouts, and window bays may extend not more than eighteen inches into said space, and except that porches, verandas, platforms, terraces and steps (but not including

enclosed porches or sun rooms) may extend not more than eight (8) feet into said space. No building or structure or any part thereof may be erected or maintained nearer than fifteen (15) feet to the line of any adjacent lot. Nothing in this Section 1.3(d) shall be construed as preventing the construction of sidewalks, walkways, and driveways within the building lines or allowed extensions as specified above.

(e) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. No building or structure or any part thereof, or walk or retaining wall or other interfering improvements, may be erected, constructed or maintained within, on or over any easement as shown on the recorded plat of the Subdivision.

(f) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. The carrying on of a home occupation or the erection of any sign other than a "for sale" sign shall be deemed as a nuisance.

(g) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other type of building other than one erected in accordance with these restrictions and regulations shall be maintained on any lot at any time, except such temporary trailer as may be necessary to be used by a builder at the time of construction of the permanent building upon said lot. In no event, however, shall such permissible temporary structure be used as a residence, either temporarily or permanently. Any such temporary structure shall be located behind the building line and, to the extent feasible, out of view from the adjacent street.

(h) Fences. Fences may only be constructed along the rear and the sides of the property and may not extend nearer to the front than the building line. The Trustees must approve in writing the construction of all fences.

(i) Roofs. The roofs of all structures shall be covered with a material approved in writing by the Trustees. No flat roofs will be permitted.

(j) Gutters and Downspouts. All structures shall have gutters and downspouts, and the water from the downspouts shall be in compliance with municipal water and sewer authority drainage plans, with approval from said authorities and the City of Frontenac.

(k) Sewage Disposal. All structures shall be provided with such apparatus for disposal and purification of sewage as may be required by the Public Health Authorities of the City of Frontenac, the County of St. Louis, or the State of Missouri or the Trustees and such installation shall be maintained by the owner of the property so as not to create a nuisance.

(l) Driveways. All driveways leading from the street to a garage shall be hard surfaced.

(m) Exterior Stairways. No building or structure shall have an exterior stairway above the first floor level except if required by law or ordinance.

(n) Grades. No lot owner shall cause the grade of his or her property to be changed without first receiving the written approval of the Trustees.

(o) Plans for New Construction. Complete plans and specifications for all new buildings to be constructed in the Subdivision, and for all alterations or additions to existing buildings in the Subdivision, shall be submitted for the written approval of the Trustees, and no construction shall start upon any new building and no alterations or additions to any existing building shall be commenced until such plans and specifications have been properly approved in

writing by the Trustees. Any deviations from such approved plans and specifications shall require the further written approval of the Trustees. Trustees shall have thirty (30) days from the receipt of the plans and specifications to approve or disapprove the same. Any plans not disapproved by the Trustees within the thirty (30) day period shall be deemed approved.

(p) New Construction Duration. Approved construction and reconstruction projects must be completed within 24 months from the date of issuance of the building permit. The construction or reconstruction shall be deemed completed upon issuance of an occupancy permit or similar approval from St. Louis County or the City of Frontenac. If such timeframe is not achieved, the Trustees at their sole discretion may grant an extension or, if said extension is not granted, a penalty fee of \$5,000 shall be paid to the Subdivision and deposited in general funds.

(q) Plot Plans for New Construction. A plot plan shall also be submitted to the Trustees for any building to be constructed or reconstructed in the Subdivision, indicating the present and proposed grades of such lot, and the approval of such plot plan in writing by the Trustees shall be a prerequisite to the commencement of the construction or reconstruction of such building. Upon completion of such building, the final grades must conform to the elevations as determined on the plot plan.

(r) Construction Work Materials Equipment and Waste Retainers. All work materials, equipment and waste retainers utilized during the course of construction on any building in the Subdivision shall be located behind the applicable building line and if practicable out of view from the adjacent street.

(s) Construction Deposit. Before construction is commenced on any building in the Subdivision or addition of 200 square feet or more to an existing building, the lot owner

shall: deposit with the Trustees the sum of \$5,000.00, which sum may be used to pay the fees and expenses of an independent architect to review the applicable construction plans and specifications and plot plan for compliance with this Indenture and to advise the Trustees in connection therewith; and also shall pay for or on account of any damage caused by the lot owner of his or her contractor or the servants or agents of either to the streets, sewers, utilities, fire plugs or other property in the Subdivision during the course of construction of such building. After payment for such fees, expenses and damages, any remaining balance of such deposit, less \$1,000.00 to be retained by the Trustees on behalf of the Subdivision for the Trustees' administration of the approval process, shall be refunded to the lot owner upon the completion of such building in accordance with the approved plans and specifications; provided, however, that nothing herein shall be interpreted to limit or restrict the right of the Trustees to take such action as they deem necessary to collect from such lot owner or any other party for any damages caused by the aforesaid.

(t) Ultimate Responsibility for Construction. The applicable lot owner shall be responsible for any damage caused by the lot owner or his or her contractor or the servants or agents of either to the streets, sewers, utilities, fire plugs or other property in the Subdivision during the course of construction of any new building on such lot, including disruption in water drainage.

(u) Swimming Pools. Swimming pools may be constructed only upon written approval by the Trustees of the plans and specifications therefor, and no such approval shall be given unless the Trustees are satisfied that provision has been made for proper safeguards to prevent injury to other parties. In addition, the construction of the swimming pool and any related alteration of the topography impacting water drainage and run-off (whether from the pool, rain,

or other source) must be approved by municipal water and sewer authorities and the City of Frontenac.

(v) General Authority of Trustees to Disapprove Plans. The Trustees shall have the right to disapprove and reject any plans and specifications which in their opinion would be injurious to, or out of harmony with, the present or future development of the Subdivision, and in so passing upon such plans, they shall have the right to take into consideration the type, use and color of materials and finish and architectural design, and any and all other facts, which, in their opinion, shall affect the desirability or suitability of the Subdivision as a first class single family residential area. Any disapproval or rejection which is based solely on the immediately preceding sentence, and not on any other provision of this Indenture, shall be evidenced by a written instrument of disapproval or rejection stating the reasons therefor issued to the lot owner within thirty (30) days of the submission of the applicable plans and specifications by the lot owner to the Trustees with a written request for approval of the same accompanied by (if applicable) the construction deposit described in Section 1.3(r). The Trustees shall have no authority to approve any plans and specifications which directly violate a specific provision of this Indenture, and the applicable prohibition contained in this Indenture shall take precedence over any such approval.

1.4 Contest. In the event any owner of a lot in the Subdivision contests any decision made by the Trustees under this Article 1, he or she may call a special meeting of the owners of lots in the Subdivision upon the giving of at least ten (10) days prior written notice which shall state the purpose(s) of the meeting. Any such contested decision of the Trustees shall stand unless overruled by a vote of owners of seventy-five percent (75%) of the lots in the Subdivision voting in person or by proxy at such meeting.

1.5 Trustees' Remedies for Violation. In addition to any other remedies of the Trustees hereunder, the Trustees shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in the Indenture as same may be amended from time to time. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any protective covenant, restriction, or reservation either to restrain violation or to recover damages, and the costs of any such enforcement shall constitute a lien on the lot of the offending lot owner, with interest as provided in Section 4.3.

ARTICLE 2

ANNUAL AND SPECIAL MEETINGS OF LOT OWNERS

AND ELECTION OF TRUSTEES

2.1 Retention of Present Trustees. The Trustees approved by a majority vote of lot owners present at an annual or special meeting of lot owners, who are serving under the Prior Indenture at the effective date of this Indenture, shall continue in office for the remainder of their respective terms of office.

2.2 Notice of Annual Meeting of Lot Owners. The Trustees shall call an annual meeting of all of the lot owners of the Subdivision, to be held on not less than 30 days' notice at a convenient time and place in the County of St. Louis, Missouri. The Trustees shall give notice of the time and place of such annual meeting by written, electronic or other means designed to provide actual notice and which shall include, but not be limited to, first class United States mail addressed to each lot owner or owners at his or her last known address, hand-delivery, email, fax, public signage, or written notice placed in the lot owner's mailbox.

2.3 Election of Trustees. At the annual meeting there shall be elected three (3) Trustees to fill the positions of the Trustees whose terms have expired. Each Trustee shall be elected for a

term of one (1) year or until his or her successor is duly elected and qualified at an annual or special meeting. Each Trustee shall be a lot owner in the Subdivision. At the annual and any special meetings herein provided for, such of the lot owners in the Subdivision as attend the meeting shall approve the Trustees by voice vote or ballot. The person or persons receiving the highest number of votes or ballots shall be deemed elected, and shall upon his or her acceptance in writing, at once and by force of this Indenture succeed to, be vested with, possessed of and enjoy as a joint tenant, but not as a tenant in common, with the remaining Trustees, all of the estate, rights, interest, privileges and powers by this Indenture granted to his or their predecessor or predecessors. Such annual and any special elections shall continue until the expiration of the period for the existence of the reservations and restrictions created by this Indenture, as from time to time extended.

2.4 Special Meetings of Lot Owners. Special meetings of lot owners may be called from time to time by either the Trustees or by any five (5) lot owners for the purpose of conducting such business as may be noted in the call of said meeting; provided, however, that notice of such meeting shall be given at least ten (10) days prior to the date of said meeting, which notice shall be given as provided in Section 2.2.

2.5 Place of Lot Owner Meetings. All meetings whether annual or special shall be held within such place within the County of St. Louis as the notice of said meeting shall designate.

2.6 Voting at Lot Owner Meetings. For the purpose of voting at the annual meeting or at any special meeting; whether for the election of Trustees or for the amending of these restrictions and regulations, or for any other purpose requiring the approval of the owners of lots in the Subdivision, the owner of each of the lots whose dues and assessments are paid in full shall be entitled to one Vote for each lot owned by him or her. Each vote may be cast in person or by written proxy.

2.7 Resignation of Trustee. Any Trustee may at any time resign as Trustee by written instrument signed and acknowledged by such Trustee and delivered to one of the remaining Trustees.

2.8 Election of Successor Trustee. Should any Trustee die, resign or decline to act or become incapacitated by reason of sickness, move from the Subdivision or for any other reason become ineligible to serve as Trustee or fail to discharge the duties or fail to exercise the powers and privileges bestowed upon him or her as a Trustee, the remaining Trustees may appoint a successor Trustee to serve for the unexpired term.

2.9 Trustee Action. All trusts created by this Indenture, including all the rights, powers and privileges granted to and duties imposed by said trusts, shall vest in and inure to the benefit of and may be fully exercised by the majority of the Trustees.

2.10 Limitation on Liability of Trustees. Each of the Trustees or their successors duly elected and appointed, accepts the trusteeship upon the condition only that each of said Trustees shall be responsible only for his own wrongful acts and not for the wrongful acts of others and upon the further condition that the Trustees shall be immune from personal liability for any civil damages arising from acts performed in their capacity as Trustees. This immunity shall not apply to willful misconduct or gross negligence.

2.11 Reimbursement for Expenses. Nothing contained in this Indenture shall compel any Trustee to make any payment or incur any liability in excess of the amount for which such Trustee is assessed as a lot owner of the Subdivision. Each Trustee shall serve without compensation, but each Trustee shall have the right to be reimbursed for any reasonable and necessary expenses incurred by him or her in the performance of his or her duties as Trustee.

2.12 Trustee Meetings Quorum. The Trustees shall hold meetings of the Trustees at any convenient place upon the call of any Trustee. At any meeting of the Trustees, two (2) Trustees shall constitute a quorum and the approval of at least two (2) Trustees present at a meeting shall be necessary for any action by the Trustees.

2.13 Bank Accounts. The Trustees shall deposit the funds coming into their hands, as Trustees, in a bank insured by the Federal Deposit Insurance Corporation or in a money-market account insured by Securities Investor Protection Corporation. The Trustees shall designate one of their number as a Treasurer and the Treasurer shall be responsible for the deposit of such funds. The Treasurer shall be bonded in an amount designated by the Trustees.

2.14 Binding Effect of Actions. The acts of two (2) Trustees shall be binding and legal with respect to any third party dealing with the Trustees.

2.15 Records. The Trustees shall keep a record of their official acts, accounts and contracts and shall exhibit the same on the written request of the owner of any lot in the Subdivision.

ARTICLE 3

DUTIES AND POWERS OF TRUSTEES

3.1 General. It is the intention of this Indenture that the government of the Subdivision as herein contemplated shall at all times be in the hands of the Trustees. It shall be the duty of the Trustees when in their discretion it may seem necessary or proper to avail of and exercise any and all of the rights, powers and duties granted to or bestowed upon them by this Indenture.

3.2 Specific Powers. The Trustees, as joint tenants and not as tenants in common, shall have the following rights, powers and duties:

(a) Roadways, Parkways and Drainage Easements. The title to the several strips or parcels of land set out in the plats of the Subdivision recorded in the St. Louis County Records, designated as roadways and parkways ("Roadways and Parkways") have been conveyed to the Trustees for the benefit of all of the owners of lots in the Subdivision, The Trustees shall maintain and repair the Roadways, Parkways and drainage easements (in order to insure proper drainage of all lots in the Subdivision), and shall have the right to enter upon or to send their agents or contractors upon any property in the Subdivision for such purposes. The Trustees shall apportion the cost of all repair and maintenance, whether of Roadways, Parkways, or drainage easements, equally among all lot owners. The Trustees, as holding legal title to the Roadways and Parkways, shall not abridge or interfere with the right of the lot owners to use the Roadways and Parkways for the installation of water mains, gas mains or other utility installations except to require that a lot owner in so using the Roadways and Parkways, shall return said Roadways and Parkways in the same condition as they were prior to the installation of water mains, gas mains, and other utilities.

(b) Regulation of Traffic. The Trustees shall have the right to establish reasonable traffic regulations respecting the use of the Roadways and Parkways, in general to regulate the use thereof so far as to prohibit heavy hauling over and upon said Roadways and Parkways or any other use of same which may be injurious to said Roadways and Parkways. In the regulation of traffic, the Trustees shall be authorized to establish and enforce, and cause to be enforced, speed limits and other reasonable regulations designed to promote the safety and welfare of those living in the Subdivision. The Trustees shall further have the right to prohibit the obstruction of Roadways and Parkways, whether such obstruction results from the storing of lumber or building material thereon, or using any part thereof for the preparation of building

materials, as well as to prohibit any other type of obstruction of Roadways and Parkways. Nothing herein contained shall, however, be construed as constituting a prohibition upon the Trustees from establishing such road blockades as they may deem necessary in order to prevent speeding upon the Roadways and Parkways.

(c) Landscaping. The Trustees shall have the right to construct, reconstruct, maintain and repair the Roadways and Parkways and drainage easements; to appropriately landscape, improve, beautify and maintain the Roadways and Parkways; to repair and maintain the entrance way to the Subdivision; and to construct, lay, continue, maintain, reconstruct and repair proper and sufficient sewers, gas and water pipes and other pipes and conduits in connection therewith and to lay, maintain and repair underground conduits and wires and erect and maintain road signs and overhead lighting standards in the Roadways and Parkways or authorize same to be constructed and maintained in the same.

(d) Grant of Access. The Trustees shall have the right to grant to such persons and for such time as the Trustees may determine to be best, the right to enter upon the Roadways and Parkways to erect and maintain, either above or underground, suitable supports or conduits for telephone and television wires, to construct and maintain suitable pipes or conduits or other means to conduct sewerage, water, gas, electricity and other useful agencies and to supply the same for the use and benefit of the owners of the lots or any of them in the Subdivision; and to grant to such persons and for such time as the Trustees may determine to be best, the right to enter upon and to lay, maintain and repair conduits and wires for the purposes aforesaid.

(e) Maintenance of Lots. The Trustees shall have the right to cut, remove and carry away from all lots in the Subdivision and properly dispose of all weeds and unsightly grass and other growths, as well as rubbish, filth and accumulations of debris, at the expense of the

owner(s) of the lot or lots in the Subdivision upon which such expense is incurred, and to levy a special assessment against such lot or the owner(s) thereof, to be secured by a lien, and to be, collected in the same manner as the assessments hereinafter authorized to be made by the Trustees are to be secured and collected.

(f) Insurance. The Trustees shall have the unqualified right power and authority to purchase insurance against all risks, casualties and liabilities of every nature and description concerning all of the property, real and personal, or mixed, owned or held by the Trustees hereunder, and their activities and service as Trustees under this Indenture.

(g) Employ Agents. The Trustees shall have the right to employ agents, contractors, labor and counsel as the Trustees deem necessary in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by this Indenture.

(h) Receive Funds. The Trustees shall have the right to receive, hold and dispose of any gift, grant or donation of money, real estate or personal property.

(i) Accept Additional Land. The Trustees shall have the right, with the written approval of the owners of seventy-five percent (75%) or more of the lots entitled to vote in accordance with Section 2.6, to accept additional land to be incorporated with and become a part of the Subdivision.

(j) Enter Upon Lots. Upon no less than twenty (20) days advance written notice to the lot owner, the Trustees shall have the right to enter upon any lot in order to perform the powers and duties of the Trustees and to enforce the restrictions herein set forth.

(k) Provide Other Services. The Trustees shall have the right to provide any other services including, but not by way of limitation, the disposal of garbage or rubbish; to contract for any other service which will improve the health, welfare and safety of the lots in the

Subdivision; and to impose user charges upon the owners of lots in the Subdivision to cover the cost of providing said services.

(l) Prevent Violation of Indenture. The Trustees shall have and are hereby granted full power and authority, in their own names as Trustees, to prevent any violation of this Indenture and to compel conformance to this Indenture. To this end, the Trustees are hereby authorized to institute such action or actions, whether at law or in equity, which they may deem appropriate in order to secure compliance with this Indenture. Such action may be instituted by the Trustees in their own names as Trustees. This provision is intended to be cumulative and not to restrict the right of any owner of a lot to proceed in his or her own behalf to prevent violation of this Indenture. The power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

ARTICLE 4

ASSESSMENTS

4.1 In General. The Trustees are hereby empowered to assess and collect, during each year, from and after the date of this Indenture, from the owners of lots in the Subdivision, a sum of money sufficient for improving, reconstructing, maintaining, repairing, and regulating the use of the Roadways and Parkways and other easements set out on the Subdivision plats for the benefit of the Subdivision, and the owners of lots therein, which said assessment shall be uniform upon and against the several lots and shall not exceed for the above purpose, the sum established by the Trustees as follows. Each year the Trustees shall, not later than thirty (30) days prior to the annual meeting, prepare and provide to the lot owners in the Subdivision a proposed budget for the next calendar year. The lot owners eligible to vote in attendance at the annual meeting (or special meeting, as applicable) shall by majority vote, approve or modify the proposed budget. The

assessment called for in the budget, as adopted by majority vote, shall be divided equally among the lot owners. Special meetings may be called by the Trustees for the purpose of modifying the assessment, in accordance with the procedures for special meetings described in Section 2.4, provided that at least ten (10) days written notice of the special meeting and the proposed modification is provided to the lot owners. In the event a lot shall be divided between two owners, such assessments shall be divided between each portion of the lot in that proportion which the area of each portion of said lots bears to the total area of the whole lot.

4.2 Assessments Against Individual Lots. In addition to the assessment as above, the Trustees shall have the further right to assess against individual lots such sum or sums as they shall deem necessary for the improvement or maintenance of Roadways or Parkways or other easements set out on the Subdivision plats, if in the opinion of the Trustees such improvement or maintenance is of benefit to an individual lot owner and not of benefit to the other owners of all lots in the Subdivision.

4.3 Levy of Assessments. The Trustees are authorized and empowered to enter into contracts for the purpose of maintaining the Roadways and Parkways and of executing the powers and duties conferred upon them by this Indenture. Further, the Trustees are authorized to pay any and all expenses incurred in connection with such maintenance, as well as the payment of taxes, if any, assessed against the Roadways and Parkways and the payment of all other expenses incurred in connection with the performance of their duties as Trustees out of the assessments collected from the lot owners. Assessments shall be levied, whether for general purpose as above or against individual lots, by giving to the lot owners ten (10) days advance notice, which shall be delivered by any means permitted in Section 2.2. Any of the methods permitted shall be considered as sufficient notice of assessment. Said assessment shall specify the date when said assessment shall

be paid, which date shall be not less than ten (10) days and not more than thirty (30) days from the date of the giving of said notice. Assessments remaining unpaid for ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum until paid and shall constitute a first lien against the lot, superior to any lien or encumbrance which the owner may have heretofore created or may thereafter create against such lot or any improvements thereon, and all persons acquiring any interest in such lots or any of them, from the owner or owners thereof, whether voluntarily or involuntarily, shall take the same subject to any assessment made but not paid, and further, shall take the same subject to the right and power of the Trustees to levy assessments as above provided.

4.4 Collection of Unpaid Assessments. The Trustees are authorized and empowered to place in the hands of an attorney for collection any and all assessments duly levied but not paid within thirty (30) days after the due date. In the event such assessment is placed in the hands of an attorney for collection, the fee of such attorney shall be paid by the lot owner or owners in default. The Trustees are further authorized to institute and prosecute such proceedings, at law or in equity, or both, against the owner or owners of lots in default in order to effect payment and collection of any and all assessments due, including the cost of suit and attorney's fees attendant to the recovery of the assessment.

4.5 Recordation of Levy of Assessments. The Trustees may execute and acknowledge an instrument in writing, reciting the levying of assessments and cause the same to be recorded in the Recorder's Office in the County of St. Louis, Missouri.

4.6 Liability for Payment of Assessments. All statutory laws and rights for enforcing and collecting general real property taxes in the State of Missouri are hereby referred to and made a part of this Indenture. The owner of the land, as well as the land itself, shall be liable for the payment of all assessments, as well as all costs incident to the collection of such assessments.

ARTICLE 5

MISCELLANEOUS

5.1 Duration. All of the restrictions, covenants, conditions and limitations contained in this Indenture, unless amended in accordance with provisions hereof, shall remain in full force and effect for an initial period until December 31, 2029, after which such restrictions, covenants, conditions and limitations shall be automatically extended for continuing successive periods of ten (10) years each, unless an instrument signed by the then owners of seventy-five percent (75%) or more of the number of the lots in the Subdivision has been recorded, agreeing to terminate this Agreement as of the end of such initial period or any such successive period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination has been sent to every lot owner at least ninety (90) days in advance of any action taken. The provisions of this Section 5.1 may not be amended without the written consent of seventy-five percent (75%) of the lot owners eligible to vote.

5.2 Pronouns; Headings. The masculine pronoun used shall include the feminine pronoun and the singular member shall include the plural unless the context of this Indenture requires otherwise. The headings of the Articles and Sections of this Indenture are inserted for convenience of reference only and shall not be considered in the construction or interpretation of this Indenture.

5.3 Successor Trustees. Wherever the word "Trustee" or "Trustees" occurs in this Indenture, it shall be held and taken to include their successors.

5.4 Severability. The reservations, restrictions, conditions, limitations and covenants contained in this Indenture are to be construed independently and in the event that any of them

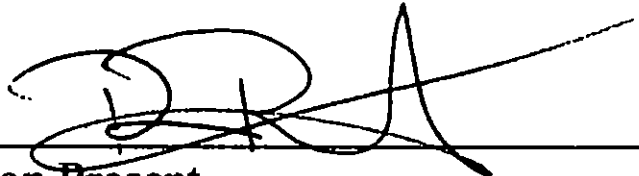
should be declared void, or for any reason unenforceable, the validity and binding effect of the other restrictions, conditions, limitations and covenants shall not hereby be impaired or affected.

5.5 Waiver. The waiver of, or failure to enforce any reservations, restrictions, conditions, covenants, easements or limitations contained in this Indenture shall not be a waiver of any subsequent breach of the reservations, restrictions, conditions, covenants, easements or limitations set forth herein. It is specifically acknowledged that waivers of violations occurring prior to the date of this Indenture shall not be construed as waivers of future violations.


5.6 Amendment. Except as otherwise set forth in Sections 1.3 and 5.1, any of the provisions of this Indenture may be amended at any time by written instrument executed, acknowledged and recorded as required by law, for instruments affecting real estate, by the owners of a majority of the lots in the Subdivision.

IN WITNESS WHEREOF, the undersigned have executed this Indenture and same is authorized to be duly recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

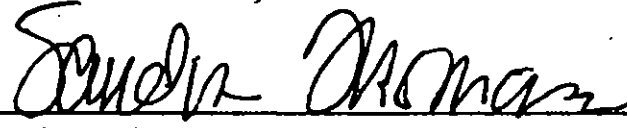
TRUSTEES:



Ron Present



Robert Minkler, Jr.



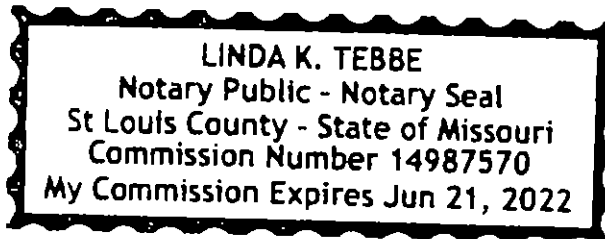
Sandra Thomas

LICENSED TO DATE TREE AND NOT FOR SUBLICENSE, RELICENSE OR ANY OTHER BULK TRANSFER.

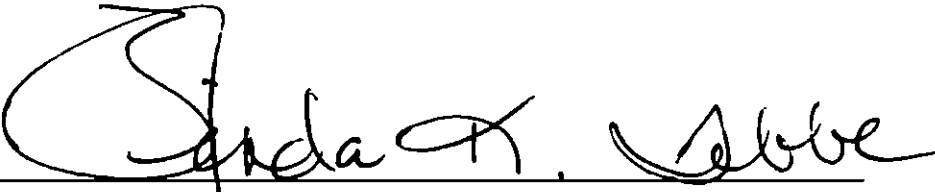
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 11th day of December, 2019, before me personally appeared Ron Present, to me known to be the person described in and who executed the foregoing instrument as Trustee, and acknowledged he executed the same as his free act and deed as Trustee.

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.



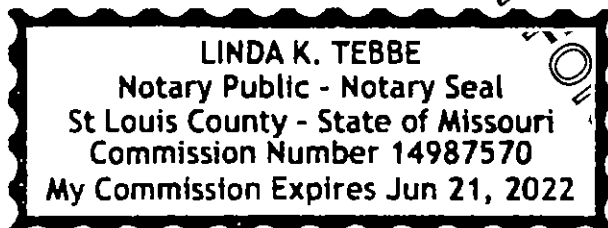
(seal)


Notary Public Linda K. Tebbe

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

On this 11th day of December, 2019, before me personally appeared Robert Minkler, Jr., to me known, to be the person described in and who executed the foregoing instrument as Trustee, and acknowledged he executed the same as his free act and deed as Trustee.

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.

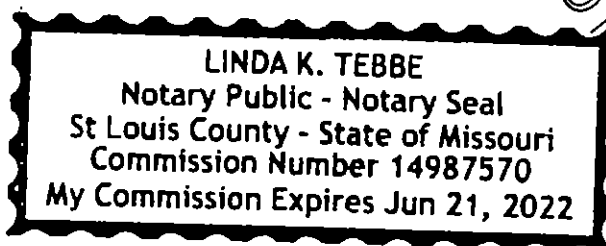



Linda K. Tebbe
 Notary Public
 Linda K. Tebbe

(seal)

On this 11th day of December, 2019, before me personally appeared Sandra Thomas, to me known to be the person described in and who executed the foregoing instrument as Trustee, and acknowledged she executed the same as her free act and deed as Trustee.

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.




Notary Public
Linda K. Tebbe

(seal)

BP13794/2795



* 2002042601105 *

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

TYPE OF
INSTRUMENT
IND

GRANTOR

TO

GRANTEE

**LYNNBROOK AND LYNNBROOK ADDN
BY TR ETAL**

PROPERTY
DESCRIPTION:

LYNNBROOK

Lien Number

Notation

Locator

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)

SS.

COUNTY OF ST. LOUIS)

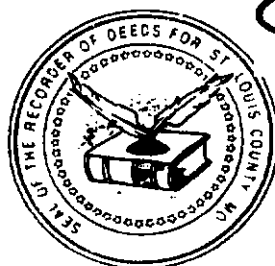
Document Number

1,105

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 68 pages, (this page inclusive), was filed for record in my office on the 26 day of April 2002 at 04:23 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

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

John Reber
Deputy Recorder



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

RECORDING FEE **\$218.00**
(Paid at the time of Recording)

Mail to:

B-13794 P-2795/2862

Destination code:

P

67

**AMENDED AND RESTATED INDENTURE OF
RESTRICTIONS AND REGULATIONS
FOR
LYNNBROOK AND LYNNBROOK ADDITION
ST. LOUIS COUNTY, MISSOURI**

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**AMENDED AND RESTATED INDENTURE OF
RESTRICTIONS AND REGULATIONS
FOR
LYNNBROOK AND LYNNBROOK ADDITION
ST. LOUIS COUNTY, MISSOURI**

THIS AMENDED AND RESTATED INDENTURE OF RESTRICTIONS AND REGULATIONS ("Indenture") is made as of the 19th day of January, 2001, by and among the lot owners listed on the signature pages attached hereto ("Owners"), and William C. Lambert, Susan Klein and Debbie Erickson (said three named individuals being collectively referred to as the "Trustees") concerning certain land in the County of St. Louis, State of Missouri, described hereinafter (the "Subdivision").

WITNESSETH THAT:

WHEREAS, by Restrictions and Regulations for Lynnbrook, St. Louis County, Missouri, dated March 18, 1952 and filed of record at Book 3010 Page 330 of the St. Louis County Records, and by Restrictions and Regulations for Lynnbrook Addition, St. Louis County, Missouri, dated November 10, 1953 and filed of record at Book 3204 Page 243 of the St. Louis County Records, the property identified in said documents was subjected to certain restrictions, and the two such sets of documents were consolidated in the restrictions for Lynnbrook Addition; and

WHEREAS, the foregoing Restrictions and Regulations were amended by an Amendment to Restrictions and Regulations for Lynnbrook and Lynnbrook Addition, St. Louis County, Missouri, dated April 16, 1987 and filed of record at Book 8139 Page 891 of the St.

Louis County Records (the foregoing Restrictions and Regulations, as so amended, hereinafter referred to as the "Prior Indenture"); and

WHEREAS, the Prior Indenture provides that an amendment thereof may be effected at a meeting of the owners of all of the lots within Lynnbrook and Lynnbrook Addition, at which such meeting such amendment shall be approved by a vote of at least 75% of all of the lot owners within both Lynnbrook and Lynnbrook Addition; and

WHEREAS, the undersigned record owners constituting not less than 75% of all the lot owners within both Lynnbrook and Lynnbrook Addition have voted to approve this Indenture in accordance with the notice, meeting and procedure requirements of the Prior Indenture; and

WHEREAS, all restrictions, covenants and limitations affecting the Subdivision are made in order to preserve the Subdivision as a first class, single family residential subdivision, and are made jointly and severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the lots in the Subdivision;

NOW, THEREFORE, in consideration of the mutual advantages and benefits flowing to and accruing to each lot in the Subdivision from the restrictions, conditions, easements, limitations and covenants herein stated, the Prior Indenture is hereby amended and restated in its entirety to read as follows:

ARTICLE I

COVENANTS AND RESTRICTIONS RUNNING WITH THE LAND

1.1 General. The lot owners, for themselves, their heirs, executors, administrators, personal representatives and assigns and for and on behalf of all persons who may hereafter claim or derive title to, or otherwise hold through any of them any of the lots in the Subdivision.

or any part thereof, covenant and agree with the Trustees and each other as set forth in this Article I. Each of the Subdivision lots and the owner(s) thereof, from time to time, shall forever stand and remain bound and chargeable to the Trustees for the full and faithful compliance with and performance of all of the provisions, stipulations, covenants, conditions and restrictions set forth herein, and for the prompt payment of all assessments and liens herein contained, which shall attach to and run with all of the property in the Subdivision and the interest of all of the owners of the lots therein, and shall be binding upon every owner or occupant of any of such lots, or any part thereof, as fully as if expressly contained in proper and obligatory covenants, conditions or restrictions in each conveyance of, or concerning, such property or any part thereof.

1.2 Enforcement. The Trustees shall have and hereby are granted full power and authority in their own names as Trustees of an express trust or otherwise to prevent any infringement and compel the performance of each covenant contained in this Indenture. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his or her own behalf. The power and authority hereby granted to the Trustees is intended to be discretionary and is not mandatory. The Trustees are to be reimbursed out of the general fund of the Subdivision for the entire cost of any action taken by the Trustees for the enforcement of any of the restrictions, conditions, or covenants set forth in this Indenture.

1.3 Restrictions Requiring Supermajority to Change. The following restrictions shall apply to all lots in the Subdivision except as otherwise indicated herein. The restrictions set forth in this Section 1.3 may be changed, altered, amended, repealed and added to from time to time by recording with the Recorder of Deeds of St. Louis County, Missouri, an instrument in writing setting forth such changes, alterations, amendments and additions, signed and acknowledged by

the owners of seventy-five percent (75%) or more of the lots in the Subdivision.

(a) Land Use. No lot shall be used for other than residential purposes.

(b) Building Type. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two full stories in height, which said dwelling shall have a garage of, at least, two car capacity, which shall be contiguous to or integral with the dwelling and its exterior design and material shall be similar to that of the dwelling and be in architectural harmony therewith. The doors of all garages shall be so located that they do not face a street. A car port shall not be considered as a garage within the meaning of these restrictions. Every garage so constructed shall be used solely in connection with the dwelling house upon the lot on which said garage is constructed.

(c) Areas of Buildings Permitted. The ground floor area of a one-story or one-and-one-half story dwelling constructed on any lot shall be not less than 1,800 square feet for the main structure as measured by outside dimensions, including utility rooms but exclusive of porches and garages. The ground floor area of a two-story dwelling constructed on any lot shall be not less than 1,200 square feet as measured by outside dimensions including utility rooms but exclusive of porches and garages. Minimum area of second floor shall be not less than 800 square feet.

(d) Building Lines. Building lines are established as shown on the recorded plat of the Subdivision. No building or structure or any part thereof may be erected or maintained between any building line as shown on said plat and the adjacent street except that chimneys, roof cornices, gutters, downspouts, and window bays may extend not more than eighteen inches into said space, and except that porches, verandas, platforms, terraces and steps

(but not including enclosed porches or sun rooms) may extend not more than eight (8) feet into said space. No building or structure or any part thereof may be erected or maintained nearer than fifteen (15) feet to the line of any adjacent lot. Nothing in this Section 1.3(d) shall be construed as preventing the construction of sidewalks, walkways, and driveways within the building lines or allowed extensions as specified above.

(e) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. No building or structure or any part thereof, or wall or retaining wall or other interfering improvements, may be erected, constructed or maintained within, on or over any easement as shown on the recorded plat of the Subdivision.

(f) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The carrying on of a home occupation or the erection of any sign other than a "for sale" sign shall be deemed as a nuisance.

(g) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other type of building other than one erected in accordance with these restrictions and regulations shall be maintained on any lot at any time, except such temporary trailer as may be necessary to be used by a builder at the time of construction of the permanent building upon said lot. In no event, however, shall such permissible temporary structure be used as a residence, either temporarily or permanently. Any such temporary structure shall be located behind the building line and, to the extent feasible, out of view from the adjacent street.

(h) Fences. Fences may only be constructed along the rear and the sides of the property and may not extend nearer to the front than the building line. The Trustees must approve in writing the construction of all fences.

(i) Roofs. The roofs of all structures shall be covered with a material approved in writing by the Trustees. No flat roofs will be permitted.

(j) Gutters and Downspouts. All structures shall have gutters and downspouts, and the water from the downspouts shall be spilled on the ground to follow the natural course of drainage.

(k) Sewage Disposal. All structures shall be provided with such apparatus for disposal and purification of sewage as may be required by the Public Health Authorities of the City of Frontenac, the County of St. Louis, or the State of Missouri or the Trustees and such installation shall be maintained by the owner of the property so as not to create a nuisance.

(l) Driveways. All driveways leading from the street to a garage shall be hard surfaced.

(m) Exterior Stairways. No building or structure shall have an exterior stairway above the first floor level except if required by law or ordinance.

(n) Grades. No lot owner shall cause the grade of his or her property to be changed without first receiving the written approval of the Trustees.

(o) Plans for New Construction. Complete plans and specifications for all new buildings to be constructed in the Subdivision, and for all alterations or additions to existing buildings in the Subdivision, shall be submitted for the written approval of the Trustees, and no construction shall start upon any new building and no alterations or additions to any existing

building shall be commenced until such plans and specifications have been properly approved in writing by the Trustees. Any deviations from such approved plans and specifications shall require the further written approval of the Trustees. Trustees shall have thirty (30) days from the receipt of the plans and specifications to approve or disapprove the same. Any plans not disapproved by the Trustees within the thirty (30) day period shall be deemed approved.

(p) Plot Plans for New Construction. A plot plan shall also be submitted to the Trustees for any building to be constructed or reconstructed in the Subdivision, indicating the present and proposed grades of such lot, and the approval of such plot plan in writing by the Trustees shall be a prerequisite to the commencement of the construction or reconstruction of such building. Upon completion of such building, the final grades must conform to the elevations as determined on the plot plan.

(q) Construction Work Materials, Equipment and Waste Retainers. All work materials, equipment and waste retainers utilized during the course of construction on any building in the Subdivision shall be located behind the applicable building line and if practicable out of view from the adjacent street.

(r) Construction Deposit. Before construction is commenced on any building in the Subdivision or addition of 200 square feet or more to an existing building, the lot owner shall deposit with the Trustees the sum of \$1,000.00, which sum shall be used to pay the fees and expenses of an independent architect to review the applicable construction plans and specifications and plot plan for compliance with this Indenture and to advise the Trustees in connection therewith, and also to pay for or on account of any damage caused by the lot owner or his or her contractor or the servants or agents of either to the streets, sewers, utilities, fire plugs

or other property in the Subdivision during the course of construction of such building. After payment for such fees, expenses and damages, any remaining balance of such deposit, less \$100.00 to be retained by the Trustees on behalf of the Subdivision for the Trustees' administration of the approval process, shall be refunded to the lot owner upon the completion of such building in accordance with the approved plans and specifications; provided, however, that nothing herein shall be interpreted to limit or restrict the right of the Trustees to take such action as they deem necessary to collect from such lot owner or any other party for any damages caused by the aforesaid.

(s) Ultimate Responsibility for Construction. The applicable lot owner shall be responsible for any damage caused by the lot owner or his or her contractor or the servants or agents of either to the streets, sewers, utilities, fire plugs or other property in the Subdivision during the course of construction of any new building on such lot, including disruption in water drainage.

(t) Swimming Pools. Swimming pools may be constructed only upon written approval by the Trustees of the plans and specifications therefor, and no such approval shall be given unless the Trustees are satisfied that provision has been made for proper safeguards to prevent injury to other parties.

(u) General Authority of Trustees to Disapprove Plans. The Trustees shall have the right to disapprove and reject any plans and specifications which in their opinion would be injurious to, or out of harmony with, the present or future development of the Subdivision, and in so passing upon such plans, they shall have the right to take into consideration the type, use and color of materials and finish, and architectural design, and any and all other facts, which.

in their opinion, shall affect the desirability or suitability of the Subdivision as a first class single family residential area. Any disapproval or rejection which is based solely on the immediately preceding sentence, and not on any other provision of this Indenture, shall be evidenced by a written instrument of disapproval or rejection stating the reasons therefor issued to the lot owner within thirty (30) days of the submission of the applicable plans and specifications by the lot owner to the Trustees with a written request for approval of the same accompanied by (if applicable) the construction deposit described in Section 1.3(r). The Trustees shall have no authority to approve any plans and specifications which directly violate a specific provision of this Indenture, and the applicable prohibition contained in this Indenture shall take precedence over any such approval.

1.4 Contest. In the event any owner of a lot in the Subdivision contests any decision made by the Trustees under this Article 1, he or she may call a special meeting of the owners of lots in the Subdivision upon the giving of at least ten (10) days' prior written notice which shall state the purpose(s) of the meeting. Any such contested decision of the Trustees shall stand unless overruled by a vote of owners of seventy-five percent (75%) of the lots in the Subdivision voting in person or by proxy at such meeting.

1.5 Trustees' Remedies for Violation. In addition to any other remedies of the Trustees hereunder, the Trustees shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in the Indenture as same may be amended from time to time. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any protective covenant, restriction, or reservation either to restrain violation or to recover damages, and the costs of any

such enforcement shall constitute a lien on the lot of the offending lot owner, with interest as provided in Section 4.3.

ARTICLE 2

ANNUAL AND SPECIAL MEETINGS OF LOT OWNERS

AND ELECTION OF TRUSTEES

2.1 Retention of Present Trustees. The Trustees named herein, who are serving under the Prior Indenture at the effective date of this Indenture, shall continue in office for the remainder of their respective terms of office, namely, William C. Lambert, Susan Klein and Debbie Erickson.

2.2 Notice of Annual Meeting of Lot Owners. The Trustees shall call an annual meeting of all of the lot owners of the Subdivision, to be held on the first Wednesday in April of each year at a convenient time and place in the County of St. Louis, Missouri. The Trustees shall give at least ten (10) days' written, printed or other duplicated notice of the time and place of such annual meeting by first class United States mail addressed to each lot owner or owners at his or her last known address.

2.3 Election of Trustees. At the annual meeting there shall be elected three (3) Trustees to fill the positions of the Trustees whose terms have expired. Each Trustee shall be elected for a term of one (1) year or until his or her successor is duly elected and qualified. Each Trustee shall be a lot owner in the Subdivision. At the annual and any special meetings herein provided for, such of the lot owners in the Subdivision as attend the meeting shall select a chairman and proceed by vote or ballot to select the Trustees. The person or persons receiving the highest number of votes or ballots shall be deemed elected, and shall upon his or her

acceptance in writing, at once and by force of this Indenture succeed to, be vested with, possessed of and enjoy as a joint tenant, but not as a tenant in common, with the remaining Trustees, all of the estate, rights, interest, privileges and powers by this Indenture granted to his or their predecessor or predecessors. Such annual and any special elections shall continue until the expiration of the period for the existence of the reservations and restrictions created by this Indenture, as from time to time extended.

2.4 Special Meetings of Lot Owners. Special meetings of lot owners may be called from time to time by either the Trustees or by any five (5) lot owners for the purpose of conducting such business as may be noted in the call of said meeting; provided, however, that notice of such meeting shall be given at least ten (10) days prior to the date of said meeting, which notice shall be given in any one of the following manners: (1) by written, printed or other duplicated notice in writing, sent by first class United States Mail to each lot owner of record at his or her last known address, provided such notice be postmarked at least ten (10) days prior to the date of the meeting, or (2) by causing to be posted on each lot in the Subdivision a written or printed notice at least ten (10) days prior to such meeting, or (3) by delivering such notice to the owner of each lot or to his or her agent, or to any person eighteen (18) years of age or older found on the applicable lot, at least ten (10) days prior to such meeting.

2.5 Place of Lot Owner Meetings. All meetings whether annual or special shall be held within such place within the County of St. Louis as the notice of said meeting shall designate.

2.6 Voting at Lot Owner Meetings. For the purpose of voting at the annual meeting or at any special meeting, whether for the election of Trustees or for the amending of these

restrictions and regulations, or for any other purpose requiring the approval of the owners of lots in the Subdivision, the owner of each of the lots shall be entitled to one vote for each lot owned by him or her. Each vote may be cast in person or by written proxy.

2.7 Resignation of Trustee. Any Trustee may at any time resign as Trustee by written instrument signed and acknowledged by such Trustee and delivered to one of the remaining Trustees.

2.8 Election of Successor Trustee. Should any Trustee die, resign or decline to act or become incapacitated by reason of sickness, move from the Subdivision or for any other reason become ineligible to serve as Trustee or fail to discharge the duties or fail to exercise the powers and privileges bestowed upon him or her as a Trustee, the remaining Trustees may appoint a successor Trustee to serve for the unexpired term.

2.9 Trustee Action. All trusts created by this Indenture, including all the rights, powers and privileges granted to and duties imposed by said trusts, shall vest in and inure to the benefit of and may be fully exercised by the majority of the Trustees.

2.10 Limitation on Liability of Trustees. Each of the Trustees or their successors duly elected and appointed, accepts the trusteeship upon the condition only that each of said Trustees shall be responsible only for his own wrongful acts and not for the wrongful acts of others and upon the further condition that the Trustees shall be immune from personal liability for any civil damages arising from acts performed in their capacity as Trustees. This immunity shall not apply to willful misconduct or gross negligence.

2.11 Reimbursement For Expenses. Nothing contained in this Indenture shall compel any Trustee to make any payment or incur any liability in excess of the amount for which such

Trustee is assessed as a lot owner of the Subdivision. Each Trustee shall serve without compensation, but each Trustee shall have the right to be reimbursed for any reasonable and necessary expenses incurred by him or her in the performance of his or her duties as Trustee.

2.12 Trustee Meetings Quorum. The Trustees shall hold meetings of the Trustees at any convenient place upon the call of any Trustee. At any meeting of the Trustees, two (2) Trustees shall constitute a quorum and the approval of at least two (2) Trustees present at a meeting shall be necessary for any action by the Trustees.

2.13 Bank Accounts. The Trustees shall deposit the funds coming into their hands, as Trustees, in a bank insured by the Federal Deposit Insurance Corporation or in a money-market account insured by Securities Investor Protection Corporation. The Trustees shall designate one of their number as a Treasurer and the Treasurer shall be responsible for the deposit of such funds. The Treasurer shall be bonded in an amount designated by the Trustees.

2.14 Binding Effect of Actions. The acts of two (2) Trustees shall be binding and legal with respect to any third party dealing with the Trustees.

2.15 Records. The Trustees shall keep a record of their official acts, accounts and contracts and shall exhibit the same on the written request of the owner of any lot in the Subdivision.

ARTICLE 3

DUTIES AND POWERS OF TRUSTEES

3.1 General. It is the intention of this Indenture that the government of the Subdivision as herein contemplated shall at all times be in the hands of the Trustees. It shall be the duty of the Trustees when in their discretion it may seem necessary or proper to avail of and

exercise any and all of the rights, powers and duties granted to or bestowed upon them by this Indenture.

3.2 Specific Powers. The Trustees, as joint tenants and not as tenants in common, shall have the following rights, powers and duties:

(a) Roadways, Parkways and Drainage Easements. The title to the several strips or parcels of land set out in the plats of the Subdivision recorded in the St. Louis County Records, designated as roadways and parkways ("Roadways and Parkways") have been conveyed to the Trustees for the benefit of all of the owners of lots in the Subdivision. The Trustees shall maintain and repair the Roadways, Parkways and drainage easements (in order to insure proper drainage of all lots in the Subdivision), and shall have the right to enter upon or to send their agents or contractors upon any property in the Subdivision for such purposes. The Trustees shall apportion the cost of all repair and maintenance, whether of Roadways, Parkways, or drainage easements, equally among the lot owners. The Trustees, as holding legal title to the Roadways and Parkways, shall not abridge or interfere with the right of the lot owners to use the Roadways and Parkways for the installation of water mains, gas mains or other utility installations except to require that a lot owner in so using the Roadways and Parkways, shall return said Roadways and Parkways in the same condition as they were prior to the installation of water mains, gas mains, and other utilities.

(b) Regulation of Traffic. The Trustees shall have the right to establish reasonable traffic regulations respecting the use of the Roadways and Parkways, in general to regulate the use thereof so far as to prohibit heavy hauling over and upon said Roadways and Parkways or any other use of same which may be injurious to said Roadways and Parkways. In

the regulation of traffic, the Trustees shall be authorized to establish and enforce and cause to be enforced, speed limits and other reasonable regulations designed to promote the safety and welfare of those living in the Subdivision. The Trustees shall further have the right to prohibit the obstruction of Roadways and Parkways, whether such obstruction results from the storing of lumber or building material thereon, or using any part thereof for the preparation of building materials, as well as to prohibit any other type of obstruction of Roadways and Parkways. Nothing herein contained shall, however, be construed as constituting a prohibition upon the Trustees from establishing such road blockades as they may deem necessary in order to prevent speeding upon the Roadways and Parkways.

(c) Landscaping. The Trustees shall have the right to construct, reconstruct, maintain and repair the Roadways and Parkways and drainage easements; to appropriately landscape, improve, beautify and maintain the Roadways and Parkways; to repair and maintain the entrance way to the Subdivision; and to construct, lay, continue, maintain, reconstruct and repair proper and sufficient sewers, gas and water pipes and other pipes and conduits in connection therewith and to lay, maintain and repair underground conduits and wires and erect and maintain road signs and overhead lighting standards in the Roadways and Parkways or authorize same to be constructed and maintained in the same.

(d) Grant of Access. The Trustees shall have the right to grant to such persons and for such time as the Trustees may determine to be best, the right to enter upon the Roadways and Parkways to erect and maintain, either above or underground, suitable supports or conduits for telephone and television wires, to construct and maintain suitable pipes or conduits or other means to conduct sewerage, water, gas, electricity and other useful agencies and to supply the

same for the use and benefit of the owners of the lots or any of them in the Subdivision; and to grant to such persons and for such time as the Trustees may determine to be best, the right to enter upon and to lay, maintain and repair conduits and wires for the purposes aforesaid.

(e) Maintenance of Lots. The Trustees shall have the right to cut, remove and carry away from all lots in the Subdivision and properly dispose of all weeds and unsightly grass and other growths, as well as rubbish, filth and accumulations of debris, at the expense of the owner(s) of the lot or lots in the Subdivision upon which such expense is incurred, and to levy a special assessment against such lot or the owner(s) thereof, to be secured by a lien, and to be collected in the same manner as the assessments hereinafter authorized to be made by the Trustees are to be secured and collected.

(f) Insurance. The Trustees shall have the unqualified right, power and authority to purchase insurance against all risks, casualties and liabilities of every nature and description concerning all of the property, real and personal, or mixed, owned or held by the Trustees hereunder, and their activities and service as Trustees under this Indenture.

(g) Employ Agents. The Trustees shall have the right to employ agents, contractors, labor and counsel as the Trustees deem necessary in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by this Indenture.

(h) Receive Funds. The Trustees shall have the right to receive, hold and dispose of any gift, grant or donation of money, real estate or personal property.

(i) Accept Additional Land. The Trustees shall have the right, with the written approval of the owners of seventy-five percent (75%) or more of the lots in the

Subdivision, to accept additional land to be incorporated with and become a part of the Subdivision.

(j) Enter Upon Lots. Upon no less than twenty (20) days advance written notice to the lot owner, the Trustees shall have the right to enter upon any lot in order to perform the powers and duties of the Trustees and to enforce the restrictions herein set forth.

(k) Provide Other Services. The Trustees shall have the right to provide any other services including, but not by way of limitation, the disposal of garbage or rubbish; to contract for any other service which will improve the health, welfare and safety of the lots in the Subdivision; and to impose user charges upon the owners of lots in the Subdivision to cover the cost of providing said services.

(l) Prevent Violation of Indenture. The Trustees shall have and are hereby granted full power and authority, in their own names as Trustees, to prevent any violation of this Indenture and to compel conformance to this Indenture. To this end, the Trustees are hereby authorized to institute such action or actions, whether at law or in equity, which they may deem appropriate in order to secure compliance with this Indenture. Such action may be instituted by the Trustees in their own names as Trustees. This provision is intended to be cumulative and not to restrict the right of any owner of a lot to proceed in his or her own behalf to prevent violation of this Indenture. The power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

ARTICLE 4

ASSESSMENTS

4.1 In General. The Trustees are hereby empowered to assess and collect, during

each year, from and after the date of this Indenture, from the owners of lots in the Subdivision, a sum of money sufficient for improving, reconstructing, maintaining, repairing, and regulating the use of the Roadways and Parkways and other easements set out on the Subdivision plats for the benefit of the Subdivision, and the owners of lots therein, which said assessment shall be uniform upon and against the several lots and shall not exceed for the above purpose, the sum established by the Trustees as follows. Each year the Trustees shall, not later than thirty (30) days prior to the annual meeting, prepare and mail to the lot owners in the Subdivision a proposed budget for the next calendar year. The lot owners in attendance at the annual meeting (or special meeting, as applicable) shall by majority vote, approve or modify the proposed budget. The assessment called for in the budget, as adopted by majority vote, shall be divided equally among the lot owners. Special meetings may be called by the Trustees for the purpose of modifying the assessment, in accordance with the procedures for special meetings described in Section 2.4, provided that at least ten (10) days written notice of the special meeting and the proposed modification is provided to the lot owners. In the event a lot shall be divided between two owners, such assessments shall be divided between each portion of the lot in that proportion which the area of each portion of said lots bears to the total area of the whole lot.

4.2 Assessments Against Individual Lots. In addition to the assessment as above, the Trustees shall have the further right to assess against individual lots such sum or sums as they shall deem necessary for the improvement or maintenance of Roadways or Parkways or other easements set out on the Subdivision plats, if in the opinion of the Trustees such improvement or maintenance is of benefit to an individual lot owner and not of benefit to the other owners of all lots in the Subdivision.

4.3 Levy of Assessments. The Trustees are authorized and empowered to enter into contracts for the purpose of maintaining the Roadways and Parkways and of executing the powers and duties conferred upon them by this Indenture. Further, the Trustees are authorized to pay any and all expenses incurred in connection with such maintenance, as well as the payment of taxes, if any, assessed against the Roadways and Parkways and the payment of all other expenses incurred in connection with the performance of their duties as Trustees out of the assessments collected from the lot owners. Assessments shall be levied, whether for general purpose as above, or against individual lots, by giving to the lot owners ten (10) days' advance notice, which shall be delivered either by first class United States Mail, addressed to the last known post office address of the holder of the legal title of the land assessed, or by posting a notice of assessment upon the lot or lots subject to assessments or delivering a notice thereof in person to any person eighteen (18) years or older found upon said lot. Any of the above three (3) methods shall be considered as sufficient notice of assessment. Said assessment shall specify the date when said assessment shall be paid, which date shall be not less than ten (10) days and not more than thirty (30) days from the date of the giving of said notice. Assessments remaining unpaid for ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum until paid and shall constitute a first lien against the lot, superior to any lien or encumbrance which the owner may have heretofore created or may thereafter create against such lot or any improvements thereon, and all persons acquiring any interest in such lots, or any of them, from the owner or owners thereof, whether voluntarily or involuntarily, shall take the same subject to any assessment made but not paid, and further, shall take the same subject to the right and power of the Trustees to levy assessments as above provided.

4.4 Collection of Unpaid Assessments. The Trustees are authorized and empowered to place in the hands of an attorney for collection any and all assessments duly levied but not paid within thirty (30) days after the due date. In the event such assessment is placed in the hands of an attorney for collection, the fee of such attorney shall be paid by the lot owner or owners in default. The Trustees are further authorized to institute and prosecute such proceedings, at law or in equity, or both, against the owner or owners of lots in default in order to effect payment and collection of any and all assessments due, including the cost of suit and attorney's fees attendant to the recovery of the assessment.

4.5 Recordation of Levy of Assessments. The Trustees may execute and acknowledge an instrument in writing, reciting the levying of assessments and cause the same to be recorded in the Recorder's Office in the County of St. Louis, Missouri.

4.6 Liability for Payment of Assessments. All statutory laws and rights for enforcing and collecting general real property taxes in the State of Missouri are hereby referred to and made a part of this Indenture. The owner of the land, as well as the land itself, shall be liable for the payment of all assessments, as well as all costs incident to the collection of such assessments.

ARTICLE 5

MISCELLANEOUS

5.1 Duration. All of the restrictions, covenants, conditions and limitations contained in this Indenture, unless amended in accordance with provisions hereof, shall remain in full force and effect for an initial period until December 31, 2025, after which such restrictions, covenants, conditions and limitations shall be automatically extended for continuing successive periods of

ten (10) years each, unless an instrument signed by the then owners of seventy-five percent (75%) or more of the number of the lots in the Subdivision has been recorded, agreeing to terminate this Agreement as of the end of such initial period or any such successive period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination has been sent to every lot owner at least ninety (90) days in advance of any action taken. The provisions of this Section 5.1 may not be amended without the written consent of seventy-five percent (75%) or more of the number of lots in the Subdivision.

5.2 Pronouns; Headings. The masculine pronoun used shall include the feminine pronoun and the singular member shall include the plural unless the context of this Indenture requires otherwise. The headings of the Articles and Sections of this Indenture are inserted for convenience of reference only and shall not be considered in the construction or interpretation of this Indenture.

5.3 Successor Trustees. Wherever the word "Trustee" or "Trustees" occurs in this Indenture, it shall be held and taken to include their successors.

5.4 Severability. The reservations, restrictions, conditions, limitations and covenants contained in this Indenture are to be construed independently and in the event that any of them should be declared void, or for any reason unenforceable, the validity and binding effect of the other restrictions, conditions, limitations and covenants shall not hereby be impaired or affected.

5.5 Waiver. The waiver of, or failure to enforce any reservations, restrictions, conditions, covenants, easements or limitations contained in this Indenture shall not be a waiver of any subsequent breach of the reservations, restrictions, conditions, covenants, easements or

limitations set forth herein. It is specifically acknowledged that waivers of violations occurring prior to the date of this Indenture shall not be construed as waivers of future violations.

5.6 Amendment. Except as otherwise set forth in Sections 1.3 and 5.1, any of the provisions of this Indenture may be amended at any time by written instrument executed, acknowledged and recorded as required by law, for instruments affecting real estate, by the owners of a majority of the lots in the Subdivision.

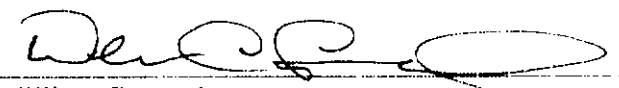
IN WITNESS WHEREOF, the undersigned have executed this Indenture and same is authorized to be duly recorded in the Office of the Recorder of Deeds of St. Louis County,

Missouri.

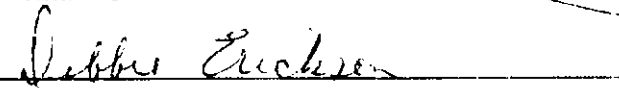
TRUSTEES:



Susan Klein



William C. Lambert



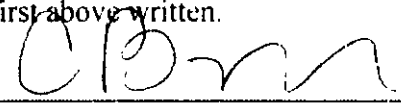
Debbie Erickson

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

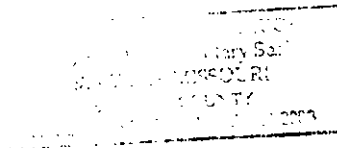
On this 10th day of November, 2001, before me personally appeared Susan Klein, to me known to be the person described in and who executed the foregoing instrument as Trustee, and acknowledged she executed the same as her free act and deed as Trustee.

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.

(seal)



Notary Public



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

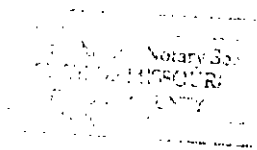
On this 10th day of November, 2001, before me personally appeared William C. Lambert, to me known to be the person described in and who executed the foregoing instrument as Trustee, and acknowledged he executed the same as his free act and deed as Trustee.

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.

(seal)



Notary Public

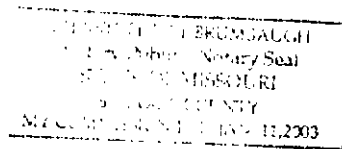


STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 10th day of November, 2001, before me personally appeared Debbie Erickson, to me known to be the person described in and who executed the foregoing instrument as Trustee, and acknowledged she/he executed the same as her/his free act and deed as Trustee.

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.

(seal)



CB

Notary Public

By: Tamara C. Ciapczak
 Print Name: TAMARA C. CIAPCZAK
 Date: 11/14/01

By: Stanley Ciapczak
 Print Name: STANLEY CIAPCZAK
 Date: 11/16/01

Address: 3 Lynnbrook Road
 St. Louis, MO 63131

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

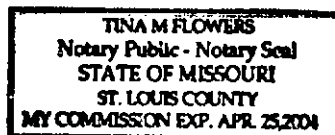
On this 14 day of November, 2001, before me appeared Tamara C. Ciapczak
 and Stanley Ciapczak to me known to be the persons described in and who executed the
 foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Tina M. Flowers
 Notary Public

My Commission Expires:

April 25, 2004



By: Nanette Franciscus
Print Name: Nanette Franciscus
Date: 11/16/01

By: _____
Print Name: _____
Date: _____

Address: 4 Lynnbrook Road
St. Louis, MO 63131


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


On this 16th day of November 2001, before me appeared Nanette Franciscus
~~and~~ _____ to me known to be the persons described in and who executed
the foregoing instrument, and acknowledged that ~~they~~ she executed the same as ~~their~~ her free act and
deed.

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.

C. Lamm
Notary Public

My Commission Expires:

By: 
 Print Name: Carol Levy Charles
 Date: Nov 16, 2001

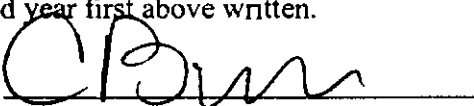
By: 
 Print Name: Bernard S. Charles
 Date: Nov 16, 2001

Address: 5 Lynnbrook Road
 St. Louis, MO 63131

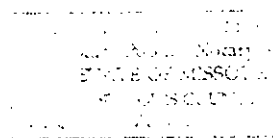
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 16th day of November, 2001, before me appeared Carol Levy Charles
 and Bernard S. Charles to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.


 Notary Public

My Commission Expires:



By: JoAnn Reardon
 Print Name: JoAnn Reardon
 Date: 11/16/01

By: Daniel P. Reardon
 Print Name: DANIEL P. REARDON JR
 Date: 11/16/01

Address: 6 Lynnbrook Road
 St. Louis, MO 63131

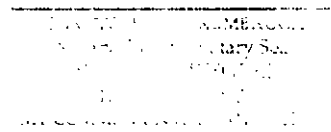
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 16th day of November, 2001, before me appeared JoAnn Reardon
 and Daniel Reardon to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:



By: [Signature]
Print Name: William C. Lamberton
Date: November 16, 2001

By: _____
Print Name: _____
Date: _____

Address: 8 Lynnbrook Road
St. Louis, MO 63131

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

On this 16th day of November 2001, before me appeared William C. Lamberton
and _____ to me known to be the persons described in and who executed
the foregoing instrument, and acknowledged that they executed the same as their free act and
deed.

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.

[Signature]
Notary Public

My Commission Expires:

By: Beth S Barrett
 Print Name: Beth S Barrett
 Date: Nov 16, 2001

By: James H Barrett
 Print Name: James H. Barrett
 Date: 11-16-2001

Address: 9 Lynnbrook Road
 St. Louis, MO 63131

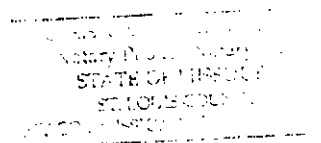
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 16th day of November, 2001, before me appeared Beth S Barrett
 and James H. Barrett to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

CBSm
 Notary Public

My Commission Expires:



By: [Signature]
 Print Name: MARK F. SOBELMAN
 Date: November 16, 2001

By: [Signature]
 Print Name: Sandra Sobelman
 Date: November 16, 2001

Address: 10 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Mark Sobelman
 and Sandra Sobelman to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

By: _____
Print Name: Thomas S. Herm
Date:

By: Mary M. Susman
Print Name: Mary M. Susman
Date:

Address: 12 Lynnbrook Road
St. Louis, MO 63131

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

On this 11th day of March, 2002, before me appeared ~~Thomas S. Herm~~ and Mary M. Susman to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Notary Public

My Commission Expires:

Lubran A. Speck

By: Thomas S. Herm

Print Name: Thomas S. Herm

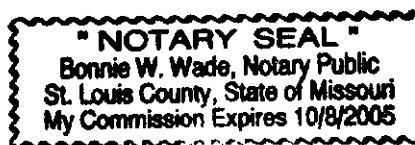
Date: 4/19/02Address: 12 Lynnbrook Road
St. Louis, MO 63131STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 19 day of April, 2002, before me appeared Thomas S. Herm to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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.

Bonnie W. Wade
Notary Public

My Commission Expires:

10/08/2005

By: JoAnne K. Shapiro
 Print Name: JoAnne K. Shapiro
 Date: November 16, 2001

By: Marc J. Shapiro
 Print Name: Marc J. Shapiro
 Date: 11/16/01

Address: 13 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared JoAnne K. Shapiro
 and Marc J. Shapiro to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

By: [Signature]
 Print Name: ROBERT F WOLKEN
 Date: 11/16/01

By: [Signature]
 Print Name: VICTORIA A WOLKEN
 Date: 11/16/01

Address: 14 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Robert Wolken
 and Victoria Wolken to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

By: Ellen Cusumano
 Print Name: Ellen Cusumano
 Date: 11-16-01

By: _____
 Print Name: _____
 Date: _____

Address: 15 Lynnbrook Road
 St. Louis, MO 63131

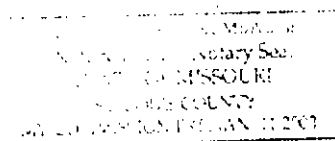
STATE OF MISSOURI)
) SS:
 COUNTY OF ST. LOUIS)

On this 16th day of November, 2001, before me appeared Ellen Cusumano
 and to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that ~~they~~ she executed the same as ~~their~~ her free act and
 deed.

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.

 Notary Public

My Commission Expires:



By: James M CrookPrint Name: James M CrookDate: 11/16/01By: Mary D CrookPrint Name: Mary D CrookDate: 11/16/01

Address: 16 Lynnbrook Road
St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared James M Crook
and Mary D. Crook to me known to be the persons described in and who executed
the foregoing instrument, and acknowledged that they executed the same as their free act and
deed.

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.

CPB

Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF MISSOURI
COMMISSION EXPIRES _____

By: N. Meiri
 Print Name: NAPHTALI MEIRI
 Date: 11/16/01

By: _____
 Print Name: _____
 Date: _____

Address: 17 Lynnbrook Road
 St. Louis, MO 63131

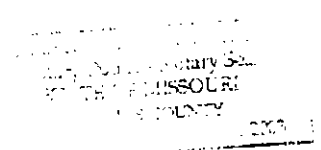
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 16th day of November, 2001, before me appeared Naphtali Meiri
 and _____ to me known to be the person described in and who executed
 the foregoing instrument, and acknowledged that ~~they~~ he executed the same as ~~their~~ his free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:



By: *Tina D. McCormick*Print Name: Tina D. McCormickDate: 11/16/2001

By: _____

Print Name: _____

Date: _____

Address: 18 Lynnbrook Road
St. Louis, MO 63131

STATE OF MISSOURI)

) SS.

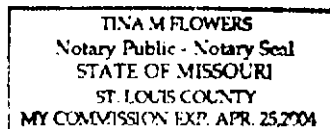
COUNTY OF ST. LOUIS)

On this 11th day of Nov, 2001, before me appeared *Tina D. McCormick*
and *N/A* to me known to be the persons described in and who executed
the foregoing instrument, and acknowledged that they executed the same as their free act and
deed.

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.

Tina Flowers
Notary Public

My Commission Expires:

April 25, 2004

By: Harry M. Brown
 Print Name: HARRY M. BROWN
 Date: 11/7/01

By: Edith Brown
 Print Name: EDITH BROWN
 Date: 11/7/01

Address: 23 Lynnbrook Road
 St. Louis, MO 63131

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

On this 7th day of November, 2001, before me appeared Harry Brown
 and Edith Brown to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

Catherine J. Martin
 Notary Public

My Commission Expires:

4-30-05

Catherine J. Martin
 Notary Public - Notary Seal
 STATE OF MISSOURI
 St. Louis County
 My Commission Expires: April 30, 2005

By: Mark Light
 Print Name: MARK LIGHT
 Date: 11/16/01

By: _____
 Print Name: _____
 Date: _____

Address: 24 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Mark Light
 and _____ to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that ~~they~~ he executed the same as ~~their~~ his free act and
 deed.

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.

CPM
 Notary Public

My Commission Expires:

By: [Signature]
 Print Name: Robert S. Caplin
 Date: 16 Nov 2001

By: [Signature]
 Print Name: Rena Caplin
 Date: 16 Nov 2001

Address: 25 Lynnbrook Road
 St. Louis, MO 63131

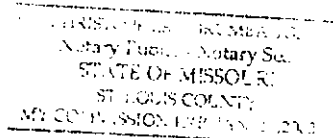
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 16 day of Nov., 2001, before me appeared Robert Caplin
 and Rena Caplin to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:



By: [Signature]
 Print Name: Richard Berkmeier
 Date: 11-15-01

By: [Signature]
 Print Name: Barbara Berkmeier
 Date: 11-15-01

Address: 26 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Richard Berkmeier
 and Barbara Berkmeier to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

By: Janet A. Shulman
 Print Name: JANET A. SHULMAN
 Date: 11/16/01

By: David Shulman
 Print Name: David Shulman
 Date: 11/16/01

Address: 28 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Janet A. Shulman
 and David Shulman to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

By: [Signature]
 Print Name: William F. Yarger
 Date: 11/16/01

By: [Signature]
 Print Name: Lynn S. Yarger
 Date: 11/16/01

Address: 29 Lynnbrook Road
 St. Louis, MO 63131

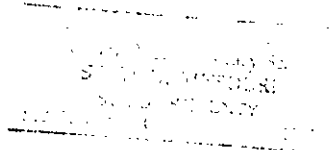
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 16 day of NOV, 2001, before me appeared W.F. Yarger
 and Lynn S. Yarger to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:



By: Maurice Green
 Print Name: MAURICE GREEN
 Date: 11/16/01

By: Marilyn Green
 Print Name: MARILYN GREEN
 Date: 11/16/01

Address: 30 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Maurice Green
 and Marilyn Green to me known to be the persons described in and who
 executed the foregoing instrument, and acknowledged that they executed the same as their free
 act and deed.

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.

[Signature]
 Notary Public

My Commission Expires:

Notary Public in and for
 the State of Missouri
 My Comm. Expires _____
 at St. Louis, Missouri

By:

Print Name:

Date:

By:

Print Name:

Date:

Address:

31 Lynnbrook Road
St. Louis, MO 63131

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

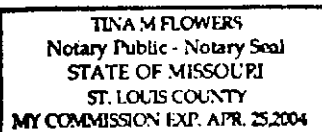
On this 15 day of Nov., 2001, before me appeared Dather Kelly
and Jill Kelly to me known to be the persons described in and who executed
the foregoing instrument, and acknowledged that they executed the same as their free act and
deed.

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.

Tina M Flowers
Notary Public

My Commission Expires:

April 25, 2004



By: Alice C. Gorman
Print Name: Alice C. Gorman
Date: 11-16-01

By: _____
Print Name: _____
Date: _____

Address: 32 Lynnbrook Road
St. Louis, MO 63131

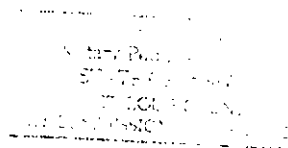
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 16th day of November, 2001, before me appeared Alice Gorman
and _____ to me known to be the person described in and who executed
the foregoing instrument, and acknowledged that ~~they~~ she executed the same as ~~their~~ her free act and
deed.

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.

[Signature]
Notary Public

My Commission Expires:



By: *G. Robert Kletzer*
 Print Name: G. ROBERT KLETZER, MO
 Date: 11/16/01

By: _____
 Print Name: _____
 Date: _____

Address: 33 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared G. Robert Kletzer
 and _____ to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that ~~they~~ he executed the same as ~~their~~ his free act and
 deed.

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.

G. Robert Kletzer
 Notary Public

My Commission Expires:

By: Kip D. Klein
 Print Name: KIP D. KLEIN
 Date: Nov. 16, 2001

By: Susan F. Klein
 Print Name: SUSAN F. KLEIN
 Date: 11/16/01

Address: 34 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Kip D. Klein
 and Susan Klein to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

By: Debra S. Erickson
 Print Name: Debra S. Erickson
 Date: 11-16-01

By: T. R. Erickson
 Print Name: Timothy R. Erickson
 Date: 11-16-01

Address: 35 Lynnbrook Road
 St. Louis, MO 63131

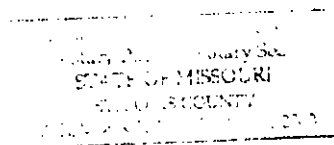
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 16th day of November, 2001, before me appeared Debra S. Erickson
 and Timothy R. Erickson to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

Crom
 Notary Public

My Commission Expires:



By: Mary Grace Cusumano
 Print Name: MARY GRACE CUSUMANO
 Date: 11/16/01

By: Frank Cusumano
 Print Name: FRANK CUSUMANO
 Date: 11/16/01

Address: 36 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Mary Grace Cusumano
 and Frank Cusumano to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

Notary Seal
 [Faint circular notary seal text]

By: *Irene L. Graham*
 Print Name: Irene L. Graham
 Date: 11/16/01

By: *Michael Graham*
 Print Name: Michael Graham
 Date: 11-16-01

Address: 39 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Irene L. Graham
 and Michael Graham to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

C. B. M.
 Notary Public

My Commission Expires:

By: Vivian L Wagner
 Print Name: VIVIAN WAGNER
 Date: Nov. 16, 2001

By: _____
 Print Name: _____
 Date: _____

Address: 40 Lynnbrook Road
 St. Louis, MO 63131

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

On this 6 day of Nov, 2001, before me appeared Vivian Wagner
 and _____ to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that ~~they~~ she executed the same as ~~their~~ her free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

By: Mr. Maechy L. Cohen
 Print Name: Dorothy L. Cohen
 Date: November 14, 2001

By: _____
 Print Name: _____
 Date: _____

Address: 41 Lynnbrook Road
 St. Louis, MO 63131

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

On this 14 day of Nov., 2001, before me appeared Dorothy L. Cohen
 and _____ to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

[Signature] 2005

By: Mary Jane Thaman
 Print Name: MARY JANE THAMAN
 Date: Nov 16, 2001

By: _____
 Print Name: _____
 Date: _____

Address: 42 Lynnbrook Road
 St. Louis, MO 63131

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

On this 16th day of November, 2001, before me appeared Mary Jane Thaman
 and _____ to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

CHRISTOPHER CRUMBAUGH
 Notary Public - Notary Seal
 STATE OF MISSOURI
 ST. LOUIS COUNTY
 MY COMMISSION EXPIRES 11/2003

By: Roger P. Ingenthron
 Print Name: ROGER P. INGENTHRON
 Date: 11-14-01

By: Charles F. Ingenthron
 Print Name: Charles F. Ingenthron
 Date: 11-14-01

Address: 44 Lynnbrook Road
 St. Louis, MO 63131

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

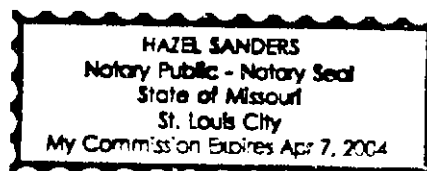
On this 14th day of Nov, 2001, before me appeared Charles F. Ingenthron
 and Roger P. Ingenthron to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

Hazel Sanders
 Notary Public

My Commission Expires:

4-7-04



By: Kathleen
 Print Name: JENNIFER A. HARTZ
 Date: 11-15-2001

By: _____
 Print Name: _____
 Date: _____

Address: 45 Lynnbrook Road
 St. Louis, MO 63131

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

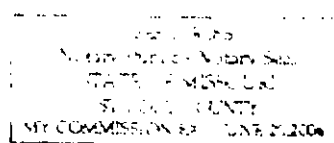
On this 5th day of November, 2001, before me appeared JENNIFER A. HARTZ
 and _____ to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

[Signature]
 Notary Public

My Commission Expires:

6/24/2004



By: Rebecca Minogue
 Print Name: Rebecca Minogue
 Date: 11-14-01

By: Thomas J. Minogue
 Print Name: Thomas J. Minogue
 Date: 11/14/01

Address: 47 Lynnbrook Road
 St. Louis, MO 63131

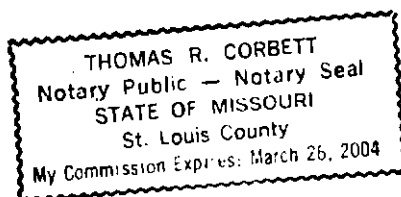
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 14th day of NOVEMBER, 2001, before me appeared REBECCA C. MINOGUE
 and THOMAS J. MINOGUE to me known to be the persons described in and who executed
 the foregoing instrument, and acknowledged that they executed the same as their free act and
 deed.

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.

Thomas R. Corbett
 Notary Public

My Commission Expires:



**AMENDMENT TO RESTRICTIONS AND
REGULATIONS FOR LYNNBROOK AND LYNNBROOK
ADDITION, ST. LOUIS COUNTY, MISSOURI**

This Amendment to Restrictions and Regulations for
Lynnbrook and Lynnbrook Addition, St. Louis County,
Missouri, made and entered into this 16th day of April,
1987, by Thomas E. Bayer, Jr., Carole J. Ingenthron and
Clifford E. Fluri, and their successors, hereinafter
referred to as "Trustees."

WITNESSETH THAT:

WHEREAS, by Restrictions and Regulations for Lynnbrook,
St. Louis County, Missouri, dated March 18, 1952 and filed
of record at Book 3010, Page 330 of the St. Louis County
Records, and by Restrictions and Regulations for Lynnbrook
Addition, St. Louis County, Missouri, dated November 10,
1953 and filed of record at Book 3204, Page 243 of the St.
Louis County Records, the property identified in said
documents was subjected to certain restrictions, and the two
said sets of restrictions were consolidated into the
restrictions for Lynnbrook Addition, and

WHEREAS, the Trustees, on behalf of the owners of
property in said Lynnbrook and Lynnbrook Addition, in
accordance with said Restrictions and Regulations, desire to
amend the language of said Restrictions and Regulations
which limits the amount of annual assessment which may be
levied by the Trustees,

NOW, THEREFORE, Trustees, on behalf of the property
owners in said Lynnbrook and Lynnbrook Addition, do amend
said Restrictions and Regulations, as follows:

The following language, appearing at line 9, page 12 of
the Restrictions and Regulations shall be deleted: "of
\$100.00 per lot in any one year." In its place, the
following language shall be added: "established by the
Trustees as follows. Each year the Trustees shall, not
later than thirty (30) days prior to the Annual Meeting,
prepare and mail to the lot owners in Lynnbrook and

830

8139M 891

STATE OF MISSOURI
COUNTY OF ST. LOUIS

87 JUN -5 PM 3:26

RECORDS OF DEEDS
ST. LOUIS COUNTY, MO.

Lynnbrook Addition a proposed budget for the next calendar year. The lot owners in attendance at the Annual Meeting (or Special Meeting, as described below), shall, by majority vote, approve or modify the proposed budget. The assessment called for in the budget, as adopted by majority vote, shall be divided equally among the lot owners. The Annual Meeting shall take place on the first Wednesday of April of each year. Special Meetings may be called by the Trustees for the purpose of modifying the assessment, in accordance with the procedures for Special Meetings described at page 9 above, provided that at least ten (10) days written notice of the meeting and the proposed modification is provided the lot owners."

IN WITNESS WHEREOF, Trustees, acting on behalf of themselves and the lot owners of Lynnbrook and Lynnbrook Addition, have executed this Amendment to the Restrictions and Regulations for Lynnbrook and Lynnbrook Addition this 16th day of April, 1987.

Thomas E. Bayer, Jr.
Thomas E. Bayer, Jr.

Carole J. Ingenthron
Carole J. Ingenthron

Clifford E. Fluri
Clifford E. Fluri

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

On this 16th day of April, 1987, before me personally appeared Thomas E. Bayer, Jr., Carole J. Ingenthron, and Clifford E. Fluri, to me personally known, who, being duly sworn upon their oath, did state that they signed the foregoing instrument and acknowledged same to be their free act and deed.

IN WITNESS 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.

Geraldine F. Harnes
Notary Public Geraldine F. Harnes

My Commission Expires:
7-1-89

GERALDINE F. HARNES
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 7-1-89
ST. LOUIS COUNTY

-2-

MM8139MM 892

The undersigned, acting as Secretary for the Trustees of Lynnbrook and Lynnbrook Addition, certifies that on the ____ day of _____, 1886, pursuant to written notice, a copy of which is attached hereto, a meeting of the lot owners of Lynnbrook and Lynnbrook Addition, St. Louis County, Missouri, was held, and the foregoing Amendment was duly passed by the lot owners whose signatures are affixed hereto as Exhibit "A". A petition was circulated to those not in attendance, which is also attached as Exhibit "B."

Secretary

EXHIBIT "A"

Address

Owner

- 35 { Clifford E. Fluri
CLIFFORD E. FLURI
Pauline Fluri
PAULINE FLURI
- 28 { John M. [unclear]
JOHN M. [unclear]
Sally N. [unclear]
SALLY N. [unclear]
- 30 { Marilyn Green
MARILYN GREEN
Marilyn Allen
MARILYN ALLEN
- 32 { Alice Goldman
ALICE GOLDMAN
- 31 { Crystal Winterer
CRYSTAL WINTERER
- 26 { Richard Berninger
RICHARD BERNINGER
Barbara Berninger
BARBARA BERNINGER
- 29 { E. R. Shields
E. R. SHIELDS
Joyce J. Shields
JOYCE J. SHIELDS
- 36 { Frank J. [unclear]
FRANK J. [unclear]
Mary Grace [unclear]
MARY GRACE [unclear]
- 33 { Francis J. [unclear]
FRANCIS J. [unclear]
- 24 { Elbert Allen
ELBERT ALLEN
- 34 { Jerome H. [unclear]
JEROME H. [unclear]
Fannie L. [unclear]
FANNIE L. [unclear]
- 35 { Betty [unclear]
BETTY [unclear]
Leslie [unclear]
LESLIE [unclear]

EXHIBIT "A"

Address	Owner
9 LYNNBROOK	MURRAY E. TOBER
" "	RENEE E. TOBER
10 LYNNBROOK	CYNTHIA M. TOBER
10 LYNNBROOK	THOMAS E. BAYNE JR.
14 LYNNBROOK	JOAN M. BAYNE
" "	KATHLEEN E. BAYNE
" "	CHARLES E. BAYNE
" "	EDW. C. GOMES, SR.
13 LYNNBROOK	FLORENCE W. GOMES
5 LYNNBROOK	VINCENT W. HOFF
7 LYNNBROOK	PAT W. HOFF
6 LYNNBROOK	CAROL J. CHERRY
8 LYNNBROOK	STANLEY S. CHARLES
1 LYNNBROOK	MAXINE MAX
2 LYNNBROOK	MARGARET J. WALSH
3 LYNNBROOK	L. BRETSNIDER
4 LYNNBROOK	HARRIET BRETSNIDER
5 LYNNBROOK	RAYMOND J. WISKE
6 LYNNBROOK	VERA B. WISKE
7 LYNNBROOK	RENEE S. HOF
8 LYNNBROOK	CAROL E. HOF
9 LYNNBROOK	RUEN ANN AVNER
10 LYNNBROOK	DEBBIE K. MITCHELL
11 LYNNBROOK	REGGY M. MITCHELL

EXHIBIT "A"

Address	Owner
47 Lynnbrook	Margaret C. Stamen MARGARET C. STAMEN
10 Lynnbrook Road	John D. Stamen JOHN D. STAMEN
10 Lynnbrook Road	William J. Stamen WILLIAM J. STAMEN
47 Lynnbrook Road	Edward J. Stamen EDWARD J. STAMEN
21 Lynnbrook	Roger J. Ingenthron ROGER J. INGENTHRON
23 Lynnbrook	Carol J. Ingenthron CAROL J. INGENTHRON
23 Lynnbrook	Audrey Hall AUDREY HALL
41 Lynnbrook	Harvey M. Brown HARVEY M. BROWN
12 Lynnbrook	Edith Brown EDITH BROWN
45 LYNNBROOK Road	Edward L. Thaman EDWARD L. THAMAN
18 LYNNBROOK Road	Mary Jane Thaman MARY JANE THAMAN
	John M. Metz JOHN M. METZ
	Nancy A. Metz NANCY A. METZ
	John McCormick JOHN MCCORMICK
	Jane McCormick JANE MCCORMICK