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TAM-O-SHANTER

A SUBDIVISION IN THE COUNTY OF ST. LOUIS,  
STATE OF MISSOURI

AMENDED  
RESTRICTIONS INDENTURE

THIS AMENDED RESTRICTIONS INDENTURE is made this 21st day of July, 1988.

WHEREAS, the undersigned are the duly elected and qualified Trustees of "Tam-O-Shanter Subdivision", a subdivision in St. Louis County, Missouri, according to plat thereof recorded in Plat Book 102 Page 48-49 (Plat #1), and Plat Book 106 Page 72-73 (Plat #2), and,

WHEREAS, a Restrictions Indenture affecting said subdivision and the property therein, is recorded in Book 4777, Page 325 of the St. Louis County Records, and,

WHEREAS, it is intended that this instrument shall amend and replace the provisions of the said Restrictions Indenture.

NOW, THEREFORE, the undersigned, in their official capacity as Trustees, and upon the affirmative vote of the owners of at least fifty-one percent of the parcels or lots comprising said Tam-O-Shanter Subdivision according to the plat thereof, hereby declare that the real property described in and referred to herein is and shall be held, transferred and sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

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

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PART A. AREA OF APPLICATION.

1. Property Subject to This Indenture. The real property which is, and shall be, subject to this Indenture and the provisions thereof is located in the County of St. Louis, State of Missouri, and is more particularly described as follows, to-wit:

RECORDED IN DEEDS  
ST. LOUIS COUNTY, MO.

PARCEL NO. 1: Part of Lot 31 of CLIFTON HEIGHTS, according to the plat thereof recorded in Plat Book 1 Pages 17 and 16 of the St. Louis County Recorder's Office, and described as follows: Beginning at the intersection of the North line of Lot 31 and the West line of Christopher Drive; thence South along said West line 50.30 ft. to a point; thence South 89 degrees 56 minutes West, 299.35 feet to a point 25 ft. East of the West line of said Lot; thence Southwest to a point in said West line distant 66.90 feet South of the Northwest corner of said Lot; thence North along said West line 66.90 feet to the Northwest corner of Lot 31, and thence East along the North line of said Lot 31 to the point of beginning.

PARCEL NO. 2: Part of the Southeast 1/4 of the Northeast 1/4 of Section 26, Township 43 North, Range 6 East and described as follows: Beginning at an old stone in the East line of said Section 26, distant South 0 degrees 19 minutes West 20.38 chains from an old stone at the corner of Sections 23, 24, 25, and 26; thence South along the Section line 10.19 chains to a stone; thence North 89 degrees 54 minutes West 20.412 chains to a stone; thence North 0 degrees 16 minutes East 10.213 chains to a stone; and thence South 89 degrees 50 minutes East 20.426 chains to the point of beginning, according to survey made by William Elbring, County Surveyor, recorded in Survey Records 10 Page 200 of the St. Louis County Records, together with improvements thereon known as and numbered 6865 Christopher Drive.

PARCEL NO. 3: Lot 35 of CLIFTON HEIGHTS, according to plat recorded in Plat Book 1 pages 16 and 17 of the St. Louis County Records, and the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 43 North, range 6 East, together containing 62.44 acres according to a survey made by Elbring Surveying Co., together with all improvements thereon known as and numbered 2791 Dacia Lane.

hereinafter referred to as "Tam-O-Shanter Subdivision".

2. Residential Area. The residential-area covenants in Part B hereof shall apply to all of the real property, including all parcels and lots thereof, which is described in paragraph "1" of this Part A and not described in paragraph "3" of this Part A.

3. Community-Service Area. The community-service covenants in Part C hereof shall apply to that portion of the real estate described in paragraph "1" of this Part A which is described as follows:

Part of Lot 35 of CLIFTON HEIGHTS, a Subdivision in St. Louis County, Missouri, as per plat thereof recorded in Plat Book 1 pages 16 and 17 of the St. Louis County records, and a tract in the Northeast 1/4 of Section 26, Township 43, North Range 6 East and being together described as follows: Beginning at a point in the center line of Minerva Avenue, 30 feet wide, at its intersection with the East line of said Lot 35; thence Westwardly along the center line of said Minerva Avenue the following courses and distances: North 82 degrees 0 minutes West 21.12 feet; South 80 degrees 57 minutes West 165.50 feet and South 63 degrees 32 minutes West 333.50 feet to a point; thence leaving said center line and running North 75 degrees 28 minutes West 82.50 feet to a point, said line being the South line of said Lot 35; thence continuing along said South line North 66 degrees 43 minutes West 528.29 feet to a point; thence North 19 degrees 58 minutes West 198 feet to a point; thence North 49 degrees 50-1/2 minutes West 354.55 feet to a point; thence North 22 degrees 37-1/2 minutes West 250.28 feet to a point in the East and West center line of Section 26, Township 43, North Range 6 East; thence along said East and West center line, North 89 degrees 55-1/2 minutes East 646.64 feet to a point; thence North 0 degrees 06 minutes East along the North and South center line of said Section 26, Township 43, North Range 6 East, 20 feet to a point; thence leaving said line and running North 61 degrees 35 minutes East 133.18 feet to a point; thence Eastwardly along a curve to the left having a radius of 50 feet a distance of 128.71 feet as measured along said curve, thence South 85 degrees 54 minutes East 109.80 feet to a point; thence North 0 degrees 07 minutes East 495.88 feet to a point; thence North 9 degrees 56-1/2 minutes West 93.66 feet to a point; thence South 46 degrees 30-1/2 minutes East 64.50 feet to a point; thence South 37 degrees 53 minutes

East 206 feet to a point; thence North 52 degrees 07 minutes East 152 feet to a point; thence South 37 degrees 53 minutes East 104.71 feet to a point; thence Eastwardly along a curve to the left having a radius of 125 feet a distance of 72.29 feet as measured along said curve; thence South 18 degrees 59 minutes West 141 feet to a point; thence North 81 degrees 55-1/2 minutes East 156.30 feet to a point; thence North 62 degrees 57 minutes East 130.17 feet to a point; thence North 52 degrees 57-1/2 minutes East 121.52 feet to a point; thence North 9 degrees 58-1/2 minutes East 178.89 feet to a point; thence South 65 degrees 19 minutes East 158.76 feet to a point; thence Southwardly along a curve to the left having a radius of 225 feet a distance of 96.47 feet as measured along said curve, thence South 0 degrees 07 minutes West 81.50 feet to a point; thence South 56 degrees 02 minutes West 92.61 feet to a point; thence South 25 degrees 14 minutes West 99.60 feet to a point; thence South 35 degrees 21 minutes West 320.69 feet to a point; thence South 89 degrees 56-1/2 minutes West 180.13 feet to a point; thence South 10 degrees 0 minutes East along the East line of said Lot 35, 713.73 feet to the point of beginning.

hereinafter sometimes referred to as the "Park" area.

PART B. RESIDENTIAL AREA COVENANTS.

1. Land Use. No parcel or lot shall be used except for residential purposes.

2. Building Type. No building shall be erected, altered, placed, or permitted to remain on any parcel or lot other than one single-family dwelling unit not to exceed two stories in height. Each such dwelling unit shall have attached thereto a garage. No such garage shall be for more than two automobiles, but may be for one automobile.

3. Architectural Control. No building shall be erected, placed or altered on any parcel or lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the Board of Trustees as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Part "E" hereof.

4. Dwelling Cost, Quality and Size. No dwelling shall be erected on any parcel or lot at a cost of less than \$70,000.00, including garage, based upon cost levels prevailing on the date on which this Indenture is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of

a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Indenture is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground-floor area of each dwelling unit, exclusive of porch and of garage or carport, shall be not less than one thousand two hundred fifty (1,250) square feet.

5. Building Location. Each dwelling unit or building shall be located at least forty (40) feet from the front line and at least eight (8) feet from the side lines, and at least thirty (30) feet from the back line of the parcel or lot upon which it is erected.

6. Lot Area and Width. No dwelling unit shall be erected or placed on any parcel or lot having a width of less than eighty (80) feet at its front line, nor shall any dwelling unit be erected or placed on any parcel or lot having a total area of less than eleven thousand (11,000) square feet.

7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of said Tam-O-Shanter Subdivision. All of the streets within said subdivision except the paved area therein other than necessary crossings thereof, are hereby established as easements for the construction and maintenance of sewers, water and gas piping, and any other below-ground construction necessary for the development and service of said subdivision. The paved areas within said streets shall be as shown on the recorded plats thereof.

8. Nuisances. No noxious or offensive activity may be carried on upon any parcel or lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Temporary Structures. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other out-building shall be permitted on any lot, either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

10. Signs. No sign of any kind shall be displayed to the public view on any parcel or lot except one professional sign of

not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the sales and construction period.

11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any parcel or lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any parcel or lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any parcel or lot.

12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel or lot, except dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

13. Garbage and Refuse Disposal. No lot or parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. Motor Vehicles. No motor vehicle shall be parked, kept, stored or placed, permanently or temporarily, on any lot or parcel unless said motor vehicle shall be properly licensed and registered for road usage and unless such shall be parked, kept, stored or placed on an asphalt or cement surface.

15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner parcel or lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain

within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. Maintenance of Lots. All parcels, whether occupied or unoccupied and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Trustees shall have the right, but not the duty, through their agents and employees, to do so. The cost of such maintenance shall be added to and become a part of the annual assessment to which such lot is subject, pursuant to Part D, paragraph 3. Neither the Trustees nor any agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed.

PART C. COMMUNITY-SERVICE AREA COVENANTS.

1. Dedication. All of the real property described in paragraph "3" of Part A hereof is hereby dedicated to the sole use and enjoyment of the owners of parcels or lots within said subdivision and their families, invitees and guests, subject to the other provisions and conditions contained in this Indenture.

2. Maintenance. The Board of Trustees shall have the duty and responsibility to manage and maintain the community-service areas. For the purpose of so maintaining the community-service area, the Board of Trustees may assess each lot or parcel an amount not to exceed One Hundred Seventy-Five Dollars (\$175.00) per annum. Such assessments shall be made, collected and enforced as provided in Part D of this Indenture.

PART D. BOARD OF TRUSTEES.

1. Membership. The Board of Trustees shall be composed of three (3) members elected by lot owners, the three (3) initial Trustees being Dina Stymiest, Steven Wiedemann and John Loeffelman. A majority of the Board may designate a representative

to act for it. In the event of the death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Board or to withdraw from the Board or restore to it any of its powers and duties.

2. Procedure. The Board's approval or disapproval, as required in these covenants, shall be in writing. In the event the Board, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval of plans and specifications will not be required and the related covenants shall be deemed to have been fully complied with.

3. Assessments. Assessments against the parcels or lots within said Tam-O-Shanter Subdivision for the purpose of providing revenue with which to maintain said community-service area, and the facilities therein, may be made by the Board of Trustees annually, and the Board of Trustees may from time to time change the time intervals at which said assessments are made. Such assessments shall be made by a majority vote of the Board, with written minutes made and kept of such action of the Board. The owners of all parcels and lots shall be notified in writing of such assessments, which shall be payable within thirty (30) days of the giving of said notice. Service of notice may be by personal delivery or by 1st class mail, in the mail of the United States. Any assessment which shall not be paid within thirty (30) days of said notice shall become a lien upon the parcel or lot against which it is made. The Board of Trustees shall have the right and authority to enforce the lien by a written declaration thereof executed and acknowledged by the Board and recorded in the

Office of the Recorder of Deeds of the County of St. Louis, Missouri, in the manner provided for the recording of conveyances of real estate. The recording of any such declaration of assessment shall be and constitute demand for payment thereof, and the amount of the assessment shall bear interest at twelve percent (12%) per annum beginning thirty (30) days after the date of recordation. Upon payment of any lien so recorded, satisfaction thereof shall be acknowledged and recorded by the Board of Trustees at the expense of the owner or owners of the parcel or lot against which the declaration of lien was recorded. The lien of all assessments levied and recorded as herein provided shall take precedence over any and all mortgages and deeds of trust or any other lien hereinafter placed against any of the parcels or lots within said Tam-O-Shanter Subdivision.

4. Service of Notice. A written or printed notice signed by the Trustees or a majority of them, or having names written or printed thereon with their authority, stating the amount of money required for general purposes, hereinbefore recited, of any installment or installments thereof, or of the sums hereinbefore required for special purposes (other than such general purposes) and the date or dates when payment thereof must be made, shall be served, at least thirty (30) days before any payment under said notice shall be required to be made, upon each of said owners, either by delivering said notice to each owner personally, or to his agent, or to any person over the age of fifteen (15) years found in charge of their respective residences, or by mailing the same to such owner's last known address, or by posting the same upon any conspicuous place upon the residence building, with respect to which such assessment is being made. Service in any one of the said methods shall be sufficient; said annual amount and installments thereof (and any special assessment) required to be paid as above provided, shall as soon as such notice be served, and to the extent of the amount payable by each owner, become a charge or lien upon his residence building, and upon his interest in any land or building on part of the Site, and said lien shall continue in full force and effect until said amounts are fully paid, and the same (together with all other assessments) shall



constitute a first lien on any improvements thereon, and all persons acquiring any interest in said residence buildings, and property, or any of them, from the owner or owners thereof, whether voluntarily or involuntarily, shall take the same subject to such right or power in the Trustees to assess the same for the purposes of this Indenture. In case said annual assessment, the amount of any installment thereof, or any special assessment, is not promptly paid when due, it shall thereafter bear interest at the maximum legal rate, and if, after default, the same shall have been placed in the hand of any attorney for collection, the fee of such attorney shall be paid by the residence building owner or owners in default against whom such action to enforce collection has been taken, and shall likewise be a first lien (except as herein otherwise provided in the cases of Deeds of Trust imposed upon such property within four (4) years of the date of this Indenture, and held by a savings and loan association, bank, or insurance company) on the residences and property of such owner or owners. The Trustees may institute and prosecute any legal proceedings in law or in equity, or both, against the owner or owners so making default, and against their respective residence building and lot, and against all persons claiming through and under them, to compel such payment with interest, costs of suit and attorney's fees attending the recovery of payment in default. Each residence building and lot, in respect of which default is made shall at all times on occasion of any such default be liable to be sold under decree of any court of competent jurisdiction in appropriate legal proceedings in like manner as if the amount so due and unpaid with interest, costs and attorney's fees, were secured by mortgage or Deed of Trust on such building, property and lot, to the end that out of the proceeds of such sale the amount so in default be raised and paid, with interest, costs and attorney's fees; the purchaser or purchasers, however, at such sale shall take subject to this Indenture and to all of the covenants, easements, provisions, powers and rights herein contained, created, or granted, in the same manner and to the same extent as if the said owners had sold said building or buildings, property, and lot or lots voluntarily subject to the provisions

hereof, excepting of course, that such sale shall clear the property sold from the lien of the particular assessment in default and on account of which said sale occurred. The owner of any such building, property, or lot at the time of such assessment, whether general or special, shall also be personally liable to the Trustees for the payment thereof, together with interest, costs and attorney's fees.

5. Community-Service Area. In accordance with a Warranty Deed from the original developer (Edwards-Parker, Inc.) to the original Trustees, fee simple title to community-service area shall become and be vested in the owners of the parcels or lots of said Subdivision as tenants in common.

6. Removal. Should any of the Trustees herein designated, or any of their respective Successor Trustees, be guilty of malfeasance, nonfeasance or misfeasance in office, then the owners of at least fifty-one percent (51%) of the number of residential lots located upon the Site may institute an action and proceeding in a court of competent jurisdiction in the County in which the Site is situated for the purpose of securing and effecting the removal of any such Trustee.

7. Notice. Before any suit may be brought under this section for the removal of any Trustee, and as a condition precedent to any such suit, such Trustee shall be given written notice specifying in particular each of the grounds of alleged malfeasance, nonfeasance or misfeasance, and such Trustee shall have forty-five (45) days within which to cure any such default. If within said forty-five (45) days such Trustee shall have cured said default, or if within said forty-five (45) days such Trustee shall have in good faith taken effective steps to cure such default and shall prosecute such steps with continuity, good faith, and due diligence, then such action on the part of such Trustee shall constitute full and complete defense to any action brought for such Trustee's removal.

8. Embezzlement. Anything to the contrary notwithstanding, the embezzlement by any Trustee herein of any funds received by any such Trustee, in his capacity as such, shall always constitute a ground for such Trustee's removal, and such misfeasance by any

such Trustee shall not be subject to the curative procedure set forth in paragraph 6 hereinabove.

9. Trustee Rights. If the Trustees should at any time be sued for damages for personal injuries or death sustained by anyone or for damage to property sustained by anyone on the Site or by anyone by reason of any act of the Trustees, or any of them, in their character as Trustees, the Trustees may, if the insurance company insuring and indemnifying Trustees against loss or damage by reason of any such claim or suit, shall fail, refuse, or neglect to assume the defense of such claim or suit, or shall fail, refuse, or neglect to pay and satisfy any judgment rendered in such suit against the Trustee, employ attorneys to defend such suit or action or to compromise and settle, at any time, such claims, before or after suit, or after judgment and the expense thereof, including any amount paid in settlement or in satisfaction of any judgment recovered against them, and interest and costs and attorney's fees and other costs of defending such action shall be assessed by the Trustees pro rata against the owners of residence lots and against the residences thereon situated in the same manner as provided in the foregoing Part C, paragraph 2 and Part D, paragraph 3, and the payment thereof shall be enforced as hereinafter provided, the amount so to be paid shall be in addition to the assessment for general purposes referred to in the foregoing Part C, paragraph 2 and Part D, paragraph 3.

The Trustees shall also be authorized to expend money for the collection of assessments and keeping the books of account, and they are also authorized to purchase and carry insurance to protect them against claims for personal injuries or death, or for damage to property, sustained by anyone as hereinbefore provided, and to purchase fire and extended coverage insurance insuring any property owned by them in their capacity as Trustees against loss or damage by fire or other casualty, and any amounts so expended for insurance shall be included in expenditures for general purposes as provided in Part D, paragraph 3 of this Indenture.

If the Trustees, in their representative capacity, should at any time, and for any reason, become owners of a lot in the

subdivision, said Trustees shall have the power and authority to expend sums of money for the improvement of such lots for sale. Upon sale of such lots, the Trustees may use the proceeds from the sale for the benefit of the subdivision, as the Trustees deem appropriate in their sole discretion.

10. Owner Rights. The rights of the Trustees to enforce these Restrictions shall not be construed to prevent the owner of any lot from bringing suit in the name of such owner to enforce these restrictions.

11. Additional Assessments. Whenever the assessments herein authorized under Part C, paragraph 2 and Part D, paragraph 3 are insufficient to defray the costs incurred by the Trustees, the Trustees may levy a special assessment, without regard to the limitation thereon provided for in Part C, paragraph 2, to defray such excess costs, provided that no special assessment shall become effective until approved by fifty-one percent (51%) of the record owners of any and all lots then subject to these Restrictions. Such special assessments shall be made, if at all, in the same manner as herein provided for the making of assessments for general purposes under this Indenture, and the enforcement of the collection thereof effected in the same manner hereinafter provided in this Indenture for the enforcement of collection of assessments made for general purposes.

12. Agents. In exercising the powers, rights and privileges granted to them, and in discharging the duties imposed upon them, to, from time to time, employ agents, servants and laborers as they may deem necessary, and employ counsel and institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them or any of them in their character or capacity as Trustees.

13. Liability. To avail themselves of and exercise the rights and powers herein granted to them, provided that nothing herein contained shall be taken to compel the Trustees to make any payment or incur any liability in excess of the amount which shall be, for the time being, in their hands as the result of assessments made against any of the owners of land in the Site, as hereinafter provided.

PART E. GENERAL PROVISIONS.

1. Term. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the parcels or lots within said Tam-O-Shanter Subdivision has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings brought by the Trustees at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. Covenants. Each of the covenants and restrictions in this Indenture shall run with the land, and shall attach to and run with the Site, and with any lot hereafter created upon said Site, and to and with all titles, interest, encumbrances and estates in the same, and shall be binding upon every owner or occupant of any part of the Site as fully as if expressly contained in proper and obligatory covenants or conditions in each contract or conveyance of or concerning the Site or any part thereof, including any improvements thereon; the Trustees shall have the rights to recover from any person violating any such covenant all costs and expenses incurred in procuring the enforcement thereof, including, but not by way of limitation, court costs, attorney's fees, and damages for any violation.

5. Meetings. A minimum of five (5) days advance notice of subdivision meetings is to be provided. This notice will be posted at exit of subdivision and/or provided by 1st class mail to each property owner.

PART F. AMENDMENT AND MODIFICATION.

The record owners of the lots platted of record may, by fifty-one percent (51%) of said owners, amend, modify, remove, or

release, in whole or in part, any of the restrictions herein created or may impose new and additional restrictions, which shall be applicable to Site provided: First, that no such amendment, modification, release or imposition (whether prior to or after completion of the development) shall become effective until an appropriate instrument executed and acknowledged by those persons approving same shall be duly recorded in the St. Louis County Recorder's Office; and, Second, that whenever any vote is required hereunder, each single-family residence lot shall be entitled to one (1) vote in the aggregate to be exercised by the owner or owners thereof.

IN WITNESS WHEREOF, the undersigned, being the duly elected and qualified Trustees of Tam-O-Shanter Subdivision, hereby acknowledge that the owners of at least fifty-one percent of the parcels or lots comprising said Tam-O-Shanter Subdivision, by affirmative vote, have duly approved this Amended Restrictions Indenture for Tam-O-Shanter Subdivision in the manner made and provided in the Restrictions Indenture of Tam-O-Shanter Subdivision as recorded in Book 4777 Page 325 of the St. Louis County Records, and said Trustees have set their hands the day and year first in this Amended Restrictions Indenture written.

Trustees:

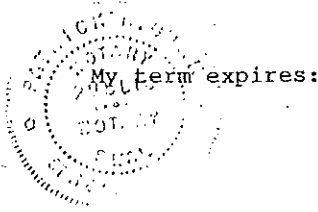
*Dina Stymiest*  
DINA STYMIEST  
*Steven Wiedemann*  
STEVEN WIEDEMANN  
*John Loeffelmann*  
JOHN LOEFFELMANN

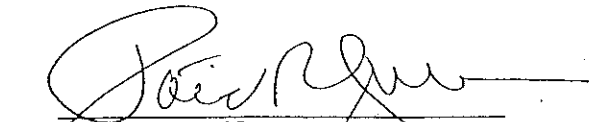
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On this 21st day of July, 1988, before me personally appeared Dina Stymiest, Steven Wiedemann and John Loeffelmann, Trustees for Tam-O-Shanter Subdivision, to me known to be the persons described in and who executed the foregoing Amended Restrictions Indenture, and

acknowledged that they executed the same in their official capacity as Trustees and 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.



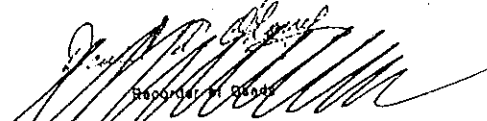
  
\_\_\_\_\_  
NOTARY PUBLIC  
PATRICK R. GUNN, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires December 6, 1999

RECORDS & DEEDS  
ST. LOUIS COUNTY, MO.  
FILED FOR RECORD  
JUL 26 1855

RECORDED IN BOOK 4, PAGE 100  
JUL 26 1855

STATE OF MISSOURI }  
County of St. Louis } ss.

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time, and on the day, month and year, all as same appears on the face thereof, and is truly recorded in the book, and at the page or pages indicated thereon.

  
Recorder of Deeds  
By \_\_\_\_\_  
Deputy Recorder



Notation

BP1675 3/1194

AMENDMENT OF AMENDED RESTRICTIONS INDENTURE  
FOR TAM-O-SHANTER SUBDIVISION

We, the undersigned, being the duly elected and qualified Trustees of Tam-O-Shanter Subdivision, do hereby acknowledge and verify that the Amended Restrictions Indenture for Tam-O-Shanter Subdivision, the original of which was recorded with the Recorder of Deeds of St. Louis County on July 26, 1988, in Book 8353 Page 1824, was amended, by proper procedure, on October 3, 2004 so that Part C, Paragraph 2 of such Amended Restrictions Indenture shall, hereafter, read as follows:

"Part C. Community-Service Area Covenants.

2. Maintenance. The Board of Trustees shall have the duty and responsibility to manage and maintain the community-service areas of the Subdivision. For the purpose of so maintaining said community-service areas, the Trustees may assess each lot or parcel an annual assessment not to exceed Two Hundred Fifty Dollars (\$250.00) for years 2005 through and including 2009, Three Hundred Dollars (\$300.00) for years 2010 through and including 2014 and Three Hundred Fifty Dollars (\$350.00) for all years after 2014. Such assessments shall be made, collected and enforced as provided in Part D of this Indenture."

TAM-O-SHANTER  
*Dina Stymiest*  
DINA STYMIEST

*Michael Tierney*  
MICHAEL TIERNEY

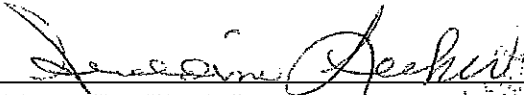
*James Auer*  
JAMES AUER

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

On this 27<sup>th</sup> day of August, 2005, before me personally appeared Dina Stymiest, Michael Tierney and James

Auer, Trustees of Tam-O-Shanter Subdivision, to me known to be the persons described in and who executed the foregoing instrument, and that said instrument was signed and sealed in behalf of said Subdivision, by authority of its Board of Trustees; and acknowledged that they executed the same as the free act and deed of said Subdivision.

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

  
NOTARY PUBLIC

My term expires:

