

WELLINGTON FARM HOMEOWNER'S ASSOCIATION



Wellington Farm Homeowner's Association
August 11, 2001

Wellington Farm Homeowner's Association



Dear Wellington Farm Resident,

The Wellington Farm Homeowner's Association is delighted to welcome you to our neighborhood.

Enclosed is a packet of information we hope you will find helpful in outlining the Homeowner's Association guidelines. You will find the subdivision trust agreement and indentures of restrictions, guidelines for construction of fences, and a home improvement submission form in addition to suggestion and complaint forms. The forms are for you to use when communicating with the Trustees. Keep these originals, and photocopy them when you need them.

If you have any questions regarding the Association, or any of the forms or guidelines enclosed in the packet, please don't hesitate to contact one of the Trustees. **A current list of Trustees is always included in the neighborhood newsletter.** If you move, please leave this copy for the new residents.

Together, we can work to keep Wellington Farm a first class neighborhood.

Sincerely,

The Wellington Farm Homeowner's Association Trustees

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Government and Service Districts

Voting Location:	Francis Howell Middle School
Precinct:	152
Township:	10
U.S. Representative In Congress:	9 th DISTRICT
State Senator:	23 rd DISTRICT
State Representative:	13 th DISTRICT
County Council:	2 nd DISTRICT
School District:	R3 Francis Howell School District
Public Water Supply District:	2
Public Sewer District:	2
St. Charles County Ambulance District:	5
Cottleville Fire Protection District:	14

Subject to change. Contact St. Charles County Clerk. Voter cards with this information are mailed to registered voters by the County Clerk before each election.

The subdivision is located in unincorporated St. Charles County. Your address will be St. Charles, MO 63304

Utilities and Streets

The storm sewers and streets are maintained by the St. Charles County Highway Department. If you would like to request any repairs or report any problems, contact the Highway Department.

Street lights are maintained by AmerenUE. If you notice any outages or street lights in need of repair, get the identification number off of the street light and contact AmerenUE or one of the trustees. The identification number is on a plate about 8 feet off the ground.

The Wellington Farm entrance sign lights are maintained by the Wellington Farm Homeowner's Association. Do not call AmerenUE.

What to do when you are moving...

When you decide to move, there are a few things to keep in mind.

- If you haven't sold your house yet, please make arrangements with someone to take care of the appearance of your home. Many times, residents move during the winter months without arranging for yard care. In the spring, the grass and shrubs begin to grow. In a matter of weeks, the lawn is extremely long. The house doesn't look appealing to potential buyers. Eventually, the Trustees post a notice on the front door and contact your realtor – any maintenance done by the subdivision is billed to you and a lien is placed on your property. Your realtor is not responsible for maintaining your home. Make plans ahead of time for yard maintenance. Let your neighbors know how they can contact you.
- Leave this copy for the new homeowner. If a contract is placed on your home, make this copy available to them.
- Realtors who show your home may also be interested in the Trust Agreement and Indenture of Restrictions.

Best wishes to you and your family in your new community.

Trust Agreement and Indenture of Restrictions

The Trust Agreement and Indenture of Restrictions is a reproduction. Due to the condition and readability of the documents available to the Trustees, we decided to scan and make a good faith effort to reproduce them. The original public documents are recorded in Book 1059 at Page 14 of the St. Charles County, Missouri Records.

TRUST AGREEMENT AND INDENTURE OF RESTRICTIONS
OF
WELLINGTON FARM PLAT 1 SUBDIVISION

THIS INDENTURE, made this 30th day of October, 1985, by and among WELLINGTON FARM, INC., a Missouri Corporation, herein called "OWNER" and C. BARRY HAYDEN, DENNIS M. HAYDEN, and JOHN W. O'CONNELL all of St. Louis County, Missouri, herein called "TRUSTEES".

W I T N E S S E T H:

WHEREAS, Owner is vested with fee single title to a certain tract of land situated in St. Charles County, Missouri, herein sometimes referred to as "SITE", being more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, this Indenture is established for the purpose, inter alia, of complying with St. Charles County Ordinances applicable to Site, and

WHEREAS, Owner intends to develop and improve the above described Site with residences, and

WHEREAS, Owner has caused the Site to be laid out and platted as a subdivision to be named WELLINGTON FARM - PLAT ONE SUBDIVISION, the plats of which have been recorded in the office of the Recorder of Deeds within and for St. Charles County, Missouri, the Book 25 at Page 25 of said records, said subdivision being herein referred to as "PLAT", and

WHEREAS, there has been designated and recited on Plat certain streets and also certain easements which have been provided for the purpose of constructing, maintaining, and operating sewers, pipes, conduits, poles, wires, and other facilities and utilities for the benefit of the owner or owners of the lots shown on said Plat, and for the use of such others as may be later designated by Owner herein; and

WHEREAS, it is the purpose and intent of the Owner and of the Trustees that said Subdivision (Plat) and any other single family residence subdivision as may be created and established upon Site, or upon any part thereof, shall remain a first class, integrated, single family residence project, and

WHEREAS, all reservations, limitations, conditions, and covenants herein contained, any and all of which are herein referred to as "Restrictions", are made jointly and severally for the benefit of all persons who may purchase, hold, or own, from time to time, any of the several lots which may be hereafter platted or created upon Site and made subject to these restrictions, and for the benefit of Owner, and their respective tenants, invitees, successors, and assigns;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) to them in hand paid by Trustees, the receipt of which Owner hereby acknowledges, and with the agreement and consent of Trustees to act as such hereunder,

Owner hereby grants, bargains, and sells, conveys and confirms unto said Trustees, as joint tenants and not as tenants in common, and unto their successors in trust, so long as this Indenture shall remain in force and effect:

- (A) All the strips of land shown on Plat (and as may hereafter be shown on subsequent plats filed of record subdividing Site) for public utility easements, storm water sewers and drainage facilities.
- (B) Easements in, over, upon and across such portions of Plat (and of such portions of such subsequent plats as may be filed of record subdividing Site) as may be now or hereinafter designated as streets and roads, as follows: The rights, benefits, and advantages with said (Plat) Subdivision of having ingress and egress from and to, over, along, and across easements, storm water sewers and drainage facilities, and of appropriately beautifying, maintaining and controlling the movement of traffic over the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on said roads, streets and driveways; also of using the same for highway purposes of every kind and of regulating the use thereof in the interest of health, welfare and safety of present or future residents of said Subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for electricity, telegraph and telephone wires, and suitable pipes, conduits, or other means of conducting steam, electricity, hot water or other useful agencies;
- (C) And Owner does also create and grant to said Trustees, their Successor or Successors, easements in, over and upon and across such portions of said land as may be used for residential or other purposes as follows: The rights, benefits and advantages of having egress and ingress to and from, over, along and across any of such land for the purpose of performing any of the rights and duties in these Restrictions contained; and of laying, constructing, maintaining and operating over, along and across any of said land used for any such residential or other purpose, either above or underground, suitable supports or conduits or other means of conducting sewage, steam, electricity, water, or other useful agencies, provided, that none of the supports, conduits, pipes, devices or other appliances shall interfere with the lawful construction of any building or structure on said property, and that said easements shall terminate at the exterior foundation wall of any building structure.

HAVE AND TO HOLD the same to said Trustees and their Successors in Trust, IN TRUST, for the Owner and the present and future Owners of each of the said lots in said Plat, and said lots and all of them shall remain forever subject to the burdens and entitled to the liens involved in said easements and Owner, for itself, its Successors and Assigns, and for and in behalf of all persons who may hereafter derive title by, under and through Owner, for itself, its successors and Assigns, to any part of said Subdivision (Plat), hereby provides that the liens and burdens of said easements, and restrictions shall be, run with, and remain attached to each of the lots in said Subdivision (Plat) as appurtenant thereto, provided, however, that said easements are created and granted subject to the power and rights granted to the said Trustees by these Restrictions, and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Trustees and their Successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of this Indenture.

ARTICLE I

Sec. 1.01 Selection of Trustees; Meeting of Lot Owners; Term

(a) The Trusts and Restrictions in this Indenture set forth shall continue and be binding upon Owner and Trustees and upon their Successors and Assigns for a period of thirty (30) years from the 30th day of October, 1985, and shall automatically continue thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record owners of the lots now subject and hereafter made subject to these Restrictions, by two-thirds (2/3) vote of those entitled to vote, may terminate the trusts or release all of the land restricted thereby from any one or more or all of said Restrictions at the end of said thirty (30) year period, or of any succeeding fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of St. Charles County, Missouri, at least one (1) year prior to the expiration of said thirty (30) year period or of any fifteen (15) year period thereafter.

(b) John W. O'Connell, Dennis M. Hayden and C. BARRY HAYDEN, all hereinsometimes referred to as originally named Trustees, shall serve for terms of three (3), four (4), and five (5) years, respectively from date hereof. Upon the expiration of such term, each subsequent term shall be of five (5) years in duration. In the event of death, disability, incompetency, resignation, or inability for whatever reason of any Trustee, or his Successor, to discharge his duties hereunder, or upon the expiration of the term of any Trustee hereunder, the surviving or remaining Trustee(s) shall designate a Successor Trustee to fill the unexpired term of such Trustees, or of his Successor, as the case may be.

(c) In the event the office of any Trustee herein becomes vacant, and such vacancy, for any reason, is not filled by appointment as herein provided, then the owners of not less than fifteen (15%) per cent of the lots encumbered

by these Restrictions, may, by giving notice (by U.S. Mail, postage prepaid, directed to all of lots owners encumbered by this Indenture, or by personal delivery) hold a special election, such election to be held in St. Charles County, Missouri, not less than thirty (30) days after the date of giving such notice, for the purpose of filling such vacancy. Such vacancy shall be filled by the majority vote of those lot owners attending the election; the record owners of each lot shall be entitled to one (1) vote in the aggregate. If, prior to the filling of any vacancy by election, such vacancy is filled by appointment, pursuant to the terms of this Indenture, such election need not be held and shall be called off.

(d) The actions of a majority of the Trustees shall bind all the Trustees; all persons, with respect to approval of plans and specifications shall be entitled to rely, conclusively, upon the written approval thereof by any one Trustee, as constituting the approval of a majority of the Trustees.

ARTICLE II (A)

The Trustees shall keep said roads, circles, parking areas and walks at all times for the use and benefit of the owner or owners of the various building and residences now constructed or hereafter constructed upon Site and for the use and benefit of the Lessees, Tenants and licensees of the owner of said residences and for the benefit of their invitees. Such use shall always be subject to the general rules and regulations hereafter established or prescribed by the Trustees and subject to the established charges therefore. The Trustees shall have, to exercise as they, in their sole discretion deem best, the power, to make, improve and construct and reconstruct the roads, circles, walks and parking areas, as are now constructed or may hereafter be constructed upon Site and conveyed to Trustees, and to maintain and repair the same, to regulate the use thereof, and to provide for the proper lighting, policing, and protection of same, and to construct and maintain, or permit others to construct and maintain, overhead or underground transmission systems and pipes, conduits and other means for the transmission of electric, telephone and telegraph services, and gas, steam, water and other useful agencies, storm and foul water systems, for the benefit of Site and the Owner, owner's Tenants and Lessees, and their invitees, and for the benefit of the aforesaid lot owners, and their invitees all herein sometimes referred to as 'USERS'.

Sec. 2.01 - No building improvements or structures shall be constructed in street cul de sac areas, except in compliance with the provisions in the legend on the Plat for said subdivision.

Sec. 2.02 - Trustees shall have the right at all times to construct and maintain, or permit others to construct and maintain, in or over the easement strips delineated on plat, and upon such easement strips as Owner may hereafter designate by appropriate plat or instrument of record, walks, overhead or underground transmission systems for the transmission of electric, telephone and telegraph service and gas, steam, water and other useful agencies, and storm and foul water systems for the benefit of Users.

Sec. 2.03 - The Trustees shall provide for and forever secure to Users, and each of them, the right benefit, and advantage of having ingress and egress from and to, over, along, and across such roads, circles, walks and parking areas, provided that the use thereof shall be subject to general rules and regulations hereafter established or prescribed by the Trustees.

Sec. 2.04 - The Trustees shall provide that no persons, firm or corporation shall at any time obstruct or occupy any part of the roads, circles, walks and parking areas with building materials, soil or other objects calculated to prevent free passage to Users.

ARTICLE II (B)

The rights and easements herein granted are to be easements in fee annexed to and forever to continue to be annexed to and passing with and inuring to each part of Site that is expressly made subject to and encumbered by these Restrictions, whether so subjected by plat or other record instrument, as to the land encumbered by these Restrictions. The land so encumbered and every part thereof are to forever remain subject to the burdens and entitled to the benefits involved in said easements, except as herein otherwise provided, and it is hereby expressly agreed that the rights and easements and each of them are created and granted subject to the powers and rights granted to Trustees in Article III of this Indenture, and to the provisions of Article IV hereof, and shall be availed of and enjoyed only and subject to such reasonable rules and regulations as Trustees or their Successors may from time to time make and prescribe, or as may be prescribed under and by authority of the provisions of Article IV; and none of the things, power to do which is hereinafter conferred upon Trustees or their Successors, shall be done (unless otherwise in this Indenture provided), excepting by and through Trustees or their Successors, or with their written permission.

ARTICLE III

Rights, Authorities, Powers, Interest and Duties of Trustees

Trustees and their Successors as Joint Tenants and not as Tenants in Common, shall for and during the period of the trust and of the said restrictions have the following rights, authorities, powers, interests and duties:

Sec. 3.01 - To construct, reconstruct, maintain and repair the streets, gutters, and curbing, or any of them, in and upon the aforesaid roads, places, circles, walks, parking areas and structures; to plant, grow and preserve trees and shrubbery in any appropriate spaces in or upon or adjacent to said roads, places, circles, walks and parking areas and to construct lay, maintain, reconstruct and repair proper and sufficient sewer systems, gas and water pipes and other pipes and conduits and connections therewith, and overhead and underground transmission systems for conducting electricity, telephone or telegraph service in or upon the said roads, places, circles, walks, and parking areas and in or upon the easement strips shown on Plat, or upon those hereinafter established upon Site, and all of the said rights and powers shall apply to and be exercised upon or with respect to such like improvements and conveniences as may be made by Owner.

Sec. 3.02 - To grant to such person or persons, corporation or corporations, and for such time as they, the Trustees, or their Successors may deem best, the right to enter upon said roads, circles, places, parking area and walks or any of them, or the easement strips shown on plat, or those hereafter established on Site, and erect and maintain overhead and underground transmission systems for conducting electricity or telephone or telegraph service, and to construct and maintain therein suitable pipes or conduits or other means to conduct water, gas, steam, and other useful agencies and to supply the same for the use and benefit of Owner and Users.

Sec. 3.03 - To light, police, sprinkle, oil, clean or resurface said roads, circles, walks, places, and parking areas, and clean storm sewer systems, pipes, conduits and connections therein; to preserve, maintain and keep open the same and the connections, entrances and exits of the same whenever necessary to do so by appropriate legal proceedings; also to pay the general and special taxes which may be assessed -against the same; also to receive, hold, convey, dispose of and administer in trust for the purpose of these Restrictions, any gift, grant, conveyance or donation of money or real or personal property, and generally to do whatever else way to the Trustees or their Successors deem to be necessary with respect to said roads, circles, places, parking areas and walks, including the collection, removal, carrying away and disposal of garbage, rubbish, and ashes from the said roads, places, circles, and walks, and in and from the Site, and to make proper contracts therefor, covering such periods of time as the Trustees may deem best.

Sec. 3.04 - To make provision with the Missouri Cities Water Company (or any other appropriate utility) to furnish water for use upon any part of the Site. To make provision with any fire district, municipality or person for protection against loss or damage by fire of improvements now or hereafter erected upon Site, and for the sprinkling, washing, and cleaning of the roads, places, avenues, circles, walks, and parking areas, and the curbing and guttering, or the watering of trees, grass and shrubbery thereon, or for any other use thereon by the Trustees deemed necessary or proper, and also for use in cleaning and flushing sewers in the Site, and also for any other uses in said Site which the Trustees may from time to time deem necessary or proper, and to enter into any contract or contracts with respect to such water and the furnishings thereon and the payment therefor as the Trustees may deem proper. And the Trustees may install and keep in operation and repair water and fire plugs, police signal systems and connections in said roads, places, avenues, circles, walks, and parking areas.

Sec. 3.05 - Also, to convey and grant to others outside of th Site, but subject always to laws and ordinances applicable to Site, the right to use the roads, places, avenues, circles, walks parking areas, storm sewer systems, water and gas pipes, and other pipes and conduits, and the overhead and underground transmission systems, or any of them, which may at any time from time to time be in the aforesaid roads, places, avenues, circles, walks, and parking areas, or in the easement strips shown on Plat or in those hereafter established on Site, the terms of and

compensation for such use or uses to be agreed upon between the Trustees or their Successors, or determined as may be provided by law or ordinance. The compensation received for such use or uses shall be held and expended as necessary by the Trustees or their Successors, for the maintenance, repair, lighting, cleaning, policing, sprinkling, improving, and beautifying of such roads, places, avenues, circles, walks, parking areas, and easement strips, and the storm sewers and other improvements located within, upon and about the Site as the Trustees may deem necessary or proper; provided, however, that any such right or use granted to others shall be in common with the right to those in the said Site.

Sec. 3.06 - Also, to cut, remove, and carry away from all vacant land areas in the Site and properly dispose of all weeds and unsightly grasses or other growths, as well as rubbish, filth and accumulations of debris and other things tending to create unsightliness or untidiness; this may be done at the expense of the trust, or if the owner of such land fails, omits, or refuses, after 10 days written notice delivered to such owner or posted on such land, to remedy such condition, at the expense of the owner of such land, on whose land such expense is incurred, by special assessment against him, as the Trustees may determine; the right to prescribe the type and location of rubbish containers, and the method manner, and means of rubbish disposal.

Sec. 3.07 - To transfer and convey to any public authority any sewer system, storm sewer pipe, water pipe, or other pipe or conduit and appurtenances which may heretofore or hereafter have been constructed by Owner or by the Trustees, and to receive money considerations therefore, but all such money considerations shall be paid over and delivered by the Trustees to Owner, and the Owner hereby reserves unto itself, its Successors and assigns, the right to receive and retain for its own use and benefit any money so paid over and delivered to it for or on account of such improvements.

Sec. 3.08 - To prevent, as Trustees of an express trust and for the benefit of other owners of any part of the Site, any infringement or compel for performance of any covenants or restrictions in this Indenture contained and to prescribe and enforce rules and regulations with respect to the use of the roads, places, avenues, circles, walks, parking areas, and/or sewers, sewer pipe, water, gas or other pipe and appurtenances, and overhead or underground transmission systems or any of them.

Sec. 3.09 - To prohibit heavy hauling over, upon or along said roads, places, avenues, circles, and parking areas, and to prohibit speeding or racing and regulate speeds thereon; to prohibit the obstruction of said roads, places, avenues, circles, parking areas, and walks by storage of materials or otherwise.

Sec. 3.10 - To dedicate, at any time, to public use, the roads, places, avenues, circles, walks, parking areas, easement strips, common ground(s) and common area(s) and storm water retention basin(s) or any of the foregoing. Whenever any road, place, walk, avenue, circle, or parking area, or any part thereof, is dedicated to public use, or is condemned and taken by public authority, then the powers and duties of the Trustees with respect to the same shall cease,

but the restrictions by this Indenture imposed upon the Site shall nevertheless continue in full force and effect until the termination thereof, as provided in Article IV. Unless the Trustees dedicate the roads, places, avenues, circles, easement strips, parking areas, walks, or any of them, to the public for public use as hereinabove provided, the Trustees shall hold the same perpetually upon the trusts herein provided for the use and benefit of the Owners of the land and Improvements in said Site. If any moneys are received by the Trustees as, compensation for roads, places, avenues, circles, walks, parking areas, easement strips, or any part thereof taken in condemnation proceedings, the amount so received shall be applied to the payment pro rata of and damages which may be assessed against any of the land owners in said Site, and the surplus, if any, shall be held by the Trustees and shall be used for general purposes of the trust# the same as funds collected under Section 3.14 of this Article III.

Sec. 3.11 - To enter upon the said roads, walks, places, avenues, circles, parking area, and easement strips for the purpose of doing the things herein specified, or any of them.

Sec. 3.12 - 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.

Sec. 3.121 - To consent to the encroachment upon or to the partial or full vacation of any easement created or established herein, or hereafter created or established upon Site, and to consent upon the encroachment of any building set-back line, side or rear set back lines, and to consent to the resubdivision of any lot, where in the opinion, judgment, and discretion of the Trustees, such encroachment or vacation or resubdivision is desirable by reason of errors in construction layout, surveys, or building location, or otherwise reasonably necessary or desirable; provided, however, in cases of partial vacation of any easement, the remaining part thereof shall be reasonably adequate for the purpose for which same shall have been created, and provided further, in the cases of full vacation of any easement, that there is no longer reasonable utility or purpose therefore, or that a substitute easement is established concurrently with such vacation.

Sec. 3.122 - To construct, reconstruct and maintain fences on the outboundary property lines of Site.

Sec. 3.123 - The right to grant road or utility or other easements to third parties outside of the subdivision.

Sec. 3.124 - The right to render, from time to time, other land adjacent to and contiguous with Site, subject to and subservient to these Restrictions, by appropriate legend on a plat of the land intended to be made subject to Restrictions, or by filing an appropriate other instrument of record effective to make such land subject to these Restrictions.

Such other land, though separated from Site by a street may nevertheless be treated by Trustees, in their sole judgment, as contiguous.

Sec. 3.13 - 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 for the time being be in their hands as the result of assessments made against any of the owners of land in the Site, as hereinafter provided.

Sec. 3.14 - Assessments - In order to provide the means necessary to make the payments and perform the duties and avail themselves of and exercise the rights and powers aforesaid, and to secure the various ends contemplated and intended to be effected by means of this Indenture (other than the special assessments referred to in Section 3.16 of this Article III), the Trustees are hereby empowered to collect each year from and after the date of this Indenture, from the owners of any lots which may hereafter be created upon and within said Site, a sum of money sufficient for all the general purposes hereinbefore recited (in addition to the special sums hereinafter in Section 3.16 of this Article III mentioned for specific purposes) provided that the total amount required in any year for said general purposes shall not exceed a sum equal to ONE HUNDRED FIFTY and no/100 Dollars (\$150.00) per year per Single Family Residential Lot, provided that said sum shall on each fifth (5th) anniversary after October 30th, 19 85 be subject to increase or decrease by the percentage of increase or decrease in the Consumers Price Index for all urban Consumers (published by the U. S. Department of Labor), all items from the 30th day of October, 19 85, using the year 1967 equals 100 as the base year. If such Consumer Price Index be discontinued, then the most similar Consumer Price Index published by the U.S. Department of Labor, or other index suitable (in the sole judgment of the Trustees) shall be utilized. So long as Owner shall own any lot in said subdivision, such lot shall not be subject to any assessments under this Indenture; if Owner shall permit any residence constructed on any lot owned by it to be occupied as a residence, then such lot shall be subject to assessments, if any, hereunder commencing for the calendar year of such occupancy and thereafter.

The total amount so required for general purposes shall be determined or estimated from year to year by the Trustees and may be made payable in advance or in one or more installments as Trustees may determine; and the owner or owners of each lot (except the owners of any roads, places, walks, avenues, circles, parking areas, and easement strips, title to which may be vested in the Trustees) irrespective of its location, now existing or hereafter created upon the Site, shall be required to pay in advance on such account such portion of the said annual amount (in the installments as called for by the Trustee) as such lot bears to the sum of all single family residence lots then located in the Site. Taxes, sewer assessments, water, electric, gas, and other utility charges, which may be assessed against or charged for the roads, places, avenues, circles, parking areas, and easement strips, and the costs of operating, repairing, and maintaining, including the reconstruction, if

necessary, of any parking area, roads, places, avenues, circles, walks, and improvements located thereon, herein conveyed to the Trustees and title to which shall be held by the Trustees, shall be paid out of the funds collected in accordance with this paragraph. If the annual assessment for general purposes as previously fixed by the Trustees is insufficient to provide for all such general purposes, the Trustees may levy and collect additional assessments from time to time for general purposes, subject to limitations herein in this paragraph imposed on such assessments.

Sec. 3.15 - If the Trustees should at any time be sued for damages for personal injuries or death sustained by anyone or for damage to property by anyone sustained by anyone on the Site or by anyone by reason of any act of 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 Section 3.14, 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 Section 3.14.

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 Section 3.14 of this Article III.

Sec. 3.16 - Whenever the assessments herein authorized under Section 3.14 and Section 3.15 are insufficient to defray the costs of constructing and reconstructing roads, places, avenues, circles, walks, and parking areas, and of operating and maintaining any roads, places, avenues, circles, walks, and parking areas, the Trustees may levy a special assessment, without regard to the limitations thereon provided for in Section 3.14 and 3.15, to defray such excess costs, provided, first, however, that the lien of any such special assessment shall be junior to and subordinate to the lien of any Deed of Trust imposed within four (4) years of the date of this Indenture upon any property affected by such assessment if the holder of such Deed of Trust be a duly qualified savings and loan association, bank, insurance company, retirement or pension fund, otherwise the lien of such assessment to be senior to that

of any encumbrance recorded after the date of these Restrictions, and provided, second, that no special assessment shall become effective until approved by two-thirds (2/3) vote 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 Section 3.14, and the enforcement of the collection thereof effected in the same manner hereinafter provided in Section 3.17 for the enforcement of collection of assessments made for general purposes.

Sec. 3.17 - 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 years (15) found in charge of their respective apartment buildings, or residences, as the case may be, or by mailing the same to such owner's last known address, or by posting the same upon any conspicuous place (on the apartment building) or upon the residence building as the case may be, 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, become to the extent of and for the amount payable by each owner as above provided, a charge or lien upon his residence building, and upon his interest in any land or building a 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 (excepting in cases of the lien of a Deed of Trust imposed upon any such property within four (4) years of the date of this Indenture, the lien of which, if the holder of such Deed of Trust be a duly qualified savings and loan association, bank, insurance company, retirement or pension fund, shall be senior to the lien of any special assessment) against the property superior to any lien or encumbrance which the owner may have heretofore created or may thereafter create against the said residence building, and owner's property and any improvements thereon, and all persons acquiring any interest in said residence buildings, and property, or any of them, from the owner and 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 these Restrictions. In case of said annual assessment or the amount of any installment thereof, or any special assessment, if 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 these Restrictions, and held by a savings and loan association, bank,

insurance company retirement or pension fund) 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 these Restrictions 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.

Sec. 3.18 - The Trustees shall have the right to accept advances of personal and real property, including but not limited to common ground(s), common area(s) and storm water retention basin(s). Such of the foregoing property as Trustees may accept shall be maintained by the Trustees and such maintenance shall be paid for out of and from the proceeds with assessments made under these Restrictions. The common ground(s) and the common area(s) and the storm water detention basin(s) shall be for the joint and common use of the lot owners (and their guests and invitees) of all lots encumbered by these Restrictions subject to such rules and regulations as the Trustees in their sole discretion may from time to time promulgate.

Upon termination of these Restrictions, title to the then common ground(s) and common area(s) shall vest in the then owners of lots encumbered by these Restrictions, as tenants in common and not as joint tenants; no lot owner may transfer his interest in the common ground(s) and common area(s) except as an appurtenance to his lot and simultaneously with the sale or other disposition of his lot.

ARTICLE IV

Owner, for itself, its successors and assigns, and for and on behalf of all persons who may hereafter derive title to or otherwise hold through it, its successors or assigns, any one or more of the residential lots covenants with the Trustees and for the benefit of such future owners and each of them, as follows:

Sec. 4.01 - Trustees, in their sole discretion, shall have the right and power to approve or reject all plans and specifications for the construction, reconstruction, addition or alteration, painting or repainting to any building, fence, wall, or other structure of any kind, as well as for the location and grade of any structure upon any lot and the general grading and

landscape treatment. No work shall be started upon any of the improvements until the plans and specifications for same have been submitted to and received the written approval of the Trustees. The Trustees shall have the right to disapprove and reject any such plans which in their opinion would be injurious to, or out of harmony with, the present or future development of the Site, and in so passing upon such plans and specifications, they shall have the right to take into consideration the type, use, and color of materials, and of finish, the architectural design, general aesthetic appearance, landscaping plans, and any and all other facts, which in their judgment, affects the desirability and suitability, and the maintenance of the Site as a first class residential and residential apartment site. Each residence shall have a minimum of Eight Hundred (800) square feet of living area, exclusive of garage, porches, and basement. Owner reserves to Owner, and to any successor developer, the right to maintain on Site, sales office, construction trailers, and construction equipment.

Sec. 4.02 - No "For Sale" or other signs or displays of any type shall be placed or displayed upon any building located in, or upon any part of the Site, without the prior written approval of the Trustees, who shall have the right, in their sole discretion, to approve such signs as to form, contents, size, and location. The foregoing shall not apply to the Owner or any successor developer.

Sec. 4.03 - No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any part of the Site, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon the Site. No derrick, tank, or other structure designed for use in storing or boring for oil or natural gas or other mineral shall be erected, maintained, or permitted upon the Site.

Sec. 4.04 - When and if the Site, or any part thereof, is platted of record into lots, no platted lot shall thereafter be resubdivided, nor a fractional part thereof sold without the written consent of the Trustees, who are hereby authorized, if in their judgment or discretion, such consent is desirable and beneficial to the Site, to consent thereto.

Sec. 4.05 - No residential building, now or hereafter constructed upon the Site shall be used for other than solely residential purposes, nor shall same be used for any purpose prohibited by law or ordinance, nor shall anything be done, or said building used for any purpose, which, in the judgment of Trustees, may be or hereafter become a nuisance to any user of any residence lot in the Site.

Sec. 4.06 - No pigeons, poultry, cattle, hogs, rabbits, or other animals excepting one dog per single family residence, if such dog be confined in an enclosed area, may be kept upon any part of the Site except on written permission of the Trustees, who shall, in their sole discretion, have the right to grant such permission, subject to revocation at any time at the pleasure of said Trustees. No clothes shall be hung on any line or other device outside of any dwelling. No trailers, motorized campers of any make or variety, trucks or boats shall be parked (except for temporary purposes not exceeding four hours) in any street in the Subdivision, nor upon any part of any lot, without the prior consent of the Trustees. No person shall reside on any lot in any temporary tent, temporary structure, or trailer home.

Sec. 4.07 - Each of the covenants and restrictions in this Article IV shall run with the land, and shall attach to and run with all land made subject to and encumbered by these Restrictions, and shall be binding upon every owner or occupant of any part of the land encumbered thereby as fully as if

expressly contained in proper and obligatory, covenants or conditions in each contract or conveyance of or concerning said land 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.

Sec. 4.08 - Each lot encumbered hereby shall be subject to the sideyard and building line requirements, if any, of St. Charles County Ordinances and to those shown on the Plat encumbered hereby, except as may be amended by St. Charles Board of Zoning Adjustment and approved by the Trustees.

ARTICLE V

(Amendment and Modification)

Anything in this Indenture to the contrary notwithstanding, the record owners of the lots now platted of record and of those lots which may hereafter be platted or record and a part of Site, and the record owners of those lots or hereafter made subject to these Restrictions may, by two-thirds (2/3) vote 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 (whether in whole or in part), or imposition of additional restrictions, shall become effective until an appropriate instrument executed and acknowledged by those persons approving same, shall be duly recorded in the St. Charles County Recorder's Office; and Second; that whenever any vote is required hereunder, the record owner or owners of each single family residence lot shall be entitled to one (1) vote, in the aggregate.

Anything in this Indenture to the contrary notwithstanding, the record owners of the fee simple title of at least two-thirds (2/3) of the lots upon Site now subject to and hereafter named subject to these restrictions, may, at any time hereafter, by instrument duly signed, acknowledged and recorded by them, amend, modify, remove or release, in whole or in part, any of the restrictions herein created, or may by such instrument impose new and additional restrictions which hereafter shall govern any or all of the buildings and lots on the Site.

Owner also reserves the right for a period of nine (9) years after the effective date of this Indenture, by Supplemental Indenture, duly signed, executed and recorded, to impose new and additional restrictions, or to amend and/or modify this Indenture without the consent of any person or persons claiming by, through and under Owner, except that no such amendment shall authorize any increase in assessments unless the holder of any mortgage encumbering any part of Site has consented in writing to such amendment. Trustees herein are authorized to accept from Owner in the future additional roads, places, avenues, circles, walks, parking areas, and common areas, and to hold title thereto subject to the terms of this Indenture and subject to the terms of such further restrictions, if any, as Owner may impose therein at the time of such conveyance. In respect of that part of the Site not subdivided into lots by record plat, the owner of such part shall, for all purposes under these Restrictions, be entitled to FIVE (5) votes for each acre [prorated to the nearest

whole number for a partial acre] embraced within such part notwithstanding the fact that such part may not have been subdivided of record.

ARTICLE VI

(Removal of Trustees and Enforcement of Restrictions)

Sec. 6.01 - 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 ten per cent (10%) of the number of residential lots located upon the Site, or the holder of any note secured by Deed of Trust upon any apartment building located in the Site, provided such holder be a qualified bank, insurance company, or savings and loan association, may institute an action and proceeding in the names of such holder 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.

Sec. 6.02 - Before any suit may be brought under this Article VI 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 of any such Trustee, 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 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.

Sec. 6.03 - Anything to the contrary notwithstanding, the embezzlement by any Trustee herein of any funds received by any such Trustee, in their 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 Section 6.02 hereinabove.

ARTICLE VII

(Surface Storm Water Drainage)

No person deriving title to any part of Site, by, through, and under owner, shall have the right to modify, change, or alter such grade as owner may have established, or may hereafter establish upon Site nor obstruct, alter, or change, in any way the drainage of surface waters after the courses thereof shall have been fixed by reason of any grade established by Owner, unless such person shall have first procured the written consent and authorization of Trustees.

ARTICLE VIII

(Eminent Domain Compliance with Local Laws and Assessments for Street Lights, Roadways and Easements)

(a) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as the times fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds

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

On this 30th day of October, 19 85,
before me appeared C. BARRY HAYDEN, DENNIS M. HAYDEN and
JOHN W. O'CONNELL, 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
their capacity as Trustees as aforesaid.

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.

Pamela S. Witwicky
NOTARY Public

PAMELA S. WITWICKY
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 4/22/89

My Commission expires: _____



30915

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDED & INDEXED
FILED FOR RECORD

NOV - 9 1995

[Handwritten signature]
10:19 A.M

EXHIBIT "A"

VOLZ ENGINEERING & SURVEYING, INC.

10840 INDIAN HEAD INDUSTRIAL BLVD.
ST. LOUIS, MISSOURI 63138

ROBERT N. VOLZ
GLENN E. SOBBASO
CARL F. LUEKER

PHONE (314) 436-0211

May 16, 1985

TIS

RE: Wellington Farm
Overall Boundary Description
84-1564

A tract of land being all of Lot 8 and part of Lot 27 of John D. Coalter's Howell Prairie Tract in U.S. Survey Number 1669, Township 46 North - Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the South line of Guttermuth Road, 40 foot wide, as traveled with the East line of O'Fallon Road, 30 foot wide, as traveled; thence Eastwardly along the South line of said Guttermuth Road, 40 foot wide, as traveled North 62 degrees 00 minutes 00 seconds East 1,331.18 feet to a point of curve; thence along a curve to the left whose radius point bears North 28 degrees 00 minutes 00 seconds West 245 feet from the last mentioned point, a distance of 88.17 feet to a point on the West line of property conveyed to Dave Kolb and wife as described in the deed recorded in Book 809, Page 407 of the St. Charles County Records; thence Southwardly along the West line of said Kolb property South 27 degrees 30 minutes 00 seconds East 1,342.43 feet to the most Western corner of property conveyed to Dave Kolb and wife as described in the deed recorded in Book 867, Page 1581 of the St. Charles County Records; thence Southwardly along the West line of said Kolb property South 27 degrees 11 minutes 06 seconds East 1,329.47 feet to a point; thence South 63 degrees 02 minutes 54 seconds West 1,296.35 feet to a point on the East line of O'Fallon Road, 30 foot wide, as traveled; thence Northwardly along said East line North 28 degrees 03 minutes 16 seconds West 344.38 feet and along a curve to the left whose radius point bears South 61 degrees 56 minutes 44 seconds West 760 feet from the last mentioned point, a distance of 151.25 feet to a point on the East line of property conveyed to Cora M. Bopp as described in the deed recorded in Book 838, Page 1544 of the St. Charles County Records; thence Northwardly along said East line North 28 degrees 03 minutes 16 seconds West 170.95 feet to the most Northern corner of said Bopp property; thence Westwardly along the North line of said Bopp property South 61 degrees 55 minutes 28 seconds West 43.71 feet to a point on the East line of O'Fallon Road, 30 foot wide, as traveled; thence Northwardly along said East line the following courses and distances: North 42 degrees 49 minutes 26 seconds West 69.96 feet, along a curve to the right whose radius point bears North 47 degrees 10 minutes 34 seconds East 635 feet from the last mentioned point, a distance of 170.96 feet, North 27 degrees 23 minutes 55 seconds West 1,144.53 feet and North 28 degrees 25 minutes 44 seconds West 585.59 feet to the point of beginning and containing 83.887 acres according to a survey by Volz Engineering & Surveying, Inc. dated May 15, 1985.

BLRING SURVEYING COMPANY A SUBSIDIARY (314) 436-1530

END OF DOCUMENT

Amendments
to
Trust Agreement and Indenture of
Restrictions

The following amendments are reproductions of the originals. The originals are on file in the St. Charles County, Missouri Records. When possible, the book and pages for each amendment is listed on the top of each document.

AMENDMENT TO
TRUST AGREEMENT AND INDENTURE OF RESTRICTIONS
OF
WELLINGTON FARM PLAT ONE SUBDIVISION

WHEREAS, THE HAYDEN COMPANY - BUILDER, DEVELOPER, INC. ("Owner and Successor Developer to Wellington Farm, Inc.") is the owner of certain land and lots encumbered by Trust Agreement and Indenture of Restrictions (the "Restrictions") dated October 30, 1985, recorded in Book 1059 at Page 14 of the St. Charles County, Missouri Records; and

WHEREAS, Owner in Article V of said Restrictions reserved to right to amend the same, and now desires to amend said restrictions.

NOW, THEREFORE, the Restrictions are amended by Owner pursuant to the restrictions to amend referred to in the recitals as follows:

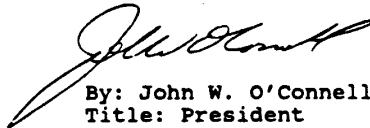
[1] Notwithstanding contrary provisions in Section 1.01 of Article I of Restrictions, the subsequent terms of each Trustee shall be of three (3) years in duration, and the Restrictions shall be deemed amended accordingly.

[2] Restrictions as amended herein are confirmed to be in full force and effect.

Dated as of September 1, 1992.

THE HAYDEN COMPANY -
BUILDER, DEVELOPER, INC.

(Successor Developer to
Wellington Farm, Inc.)


By: John W. O'Connell
Title: President

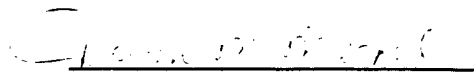
State of Missouri)
)Ss.
County of St. Louis)

On this 1st of September, 1992, before me personally appeared John W. O'Connell, to me personally known, who, being by me duly sworn, did say that he is the President of The Hayden Company - Builder, Developer, Inc., a Missouri corporation, 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 John W. O'Connell acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

September 9, 1996


Notary Public-Doreen Mischel

AMENDMENT TO
TRUST AGREEMENT AND INDENTURE OF RESTRICTIONS
OF
WELLINGTON FARM PLAT ONE SUBDIVISION

WHEREAS, THE HAYDEN COMPANY - BUILDER, DEVELOPER, INC. ("Owner and Successor Developer to Wellington Farm, Inc.") is the owner, builder and developer of certain land and lots encumbered by Trust Agreement and Indenture of Restrictions (the "Restrictions") dated October 30, 1985, recorded in Book 1059 at Page 14 of the St. Charles County, Missouri Records; and

WHEREAS, owner in Article V of said Restrictions reserved the right to amend the same, and now desires to amend said Restrictions.

NOW THEREFORE, the Restrictions are amended by Owner pursuant to the reservations to amend contained in the Restrictions, as follows:

- (1) A new section 4.09 shall be added to Article IV and shall read as follows:

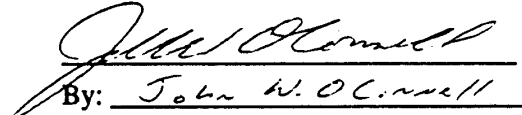
Sec. 4.09 - No satellite dish or antenna of any type shall be installed or placed upon any lot or attached to the exterior of an improvement thereon.

- (2) Restrictions as amended herein are confirmed to be in full force and effect.

Dated as of December 30, 1993.

(Seal)

THE HAYDEN COMPANY
BUILDER, DEVELOPER, INC.


By: John W. O'Connell
Title: Vice President

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

On this 30th, day of December, 1993, before me personally appeared John W. O'Connell, to me personally known, who, being by me first duly sworn, did say that he is the Vice President of The Hayden Company - Builder, Developer, Inc., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

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


Notary Public

My Commission expires: April 24, 1996

Article IV Section 4.09 Update

Since adoption of the previous amendment, the FCC has issued a rule that prohibits some restrictions on antennas and direct broadcast satellite dishes. The types of dishes covered by the FCC ruling are less than one meter in diameter as described in the ruling. All other dishes are still prohibited by Article IV Section 4.09. The Wellington Farm Homeowner's Association treats any change to the exterior of your house or landscape as an improvement, and requires an improvement submission form to be submitted to the trustees. The following paragraphs are excerpts from FCC guidelines published on <http://www.fcc.gov>.

As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices Rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), multichannel multipoint distribution (wireless cable) providers ("MMDS"), and television broadcast stations ("TVBS").

The rule is cited as 47 C.F.R. Section 1.4000 and has been in effect since October 14, 1996. It prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

The rule applies to viewers who place video antennas on property that they own and that is within their exclusive use or control, including condominium owners and cooperative owners who have an area where they have exclusive use, such as a balcony or patio, in which to install the antenna. The rule applies to townhomes and manufactured homes, as well as to single family homes.

The rule allows local governments, community associations and landlords to enforce restrictions that do not impair, as well as restrictions needed for safety or historic preservation. In addition, under some circumstances, the availability of a central or common antenna can be used by a community association or landlord to restrict the installation of individual antennas. In addition, the rule does not apply to common areas that are owned by a landlord, a community association, or jointly by condominium or cooperative owners. Therefore, restrictions on antennas installed in common areas are enforceable.

On November 20, 1998, the Commission amended the rule so that it will also apply to rental property where the renter has exclusive use, such as a balcony or patio. The effective date of the amended rule is January 22, 1999.

For further information or a copy of the rule, call the Federal Communications Commission at 888-CALLFCC (toll free) or (202) 418-7096.

AMENDMENT TO
TRUST AGREEMENT AND INDENTURE OF RESTRICTIONS
OF
WELLINGTON FARM SUBDIVISION

WHEREAS, Wellington Farm Subdivision is subject to a Trust Agreement and Indenture of Restrictions ("Indenture") dated October 30, 1985, recorded in Book 1059 at Page 14 of the St. Charles County, Missouri Records; and

WHEREAS, Article V of the Indenture allows the amendment, modification or release, in whole or in part, any of the restrictions contained in the Indenture; and

WHEREAS, upon vote duly held, sufficient votes were cast to modify the first two paragraphs of Article V of the Indenture.

NOW THEREFORE, the first two paragraphs of Article V of the Indenture are modified to read as follows:

Anything in this Indenture to the contrary notwithstanding, the record owners of the lots now platted of record and of those lots which may hereafter be platted of record and a part of Site, and the record owners of those lots hereafter made subject to these Restrictions may, by a majority of two-thirds (2/3's) of the votes cast by said owners, provided at least one hundred fifty (150) total votes are cast, 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 (whether in whole or in part), or imposition of additional restrictions, shall become effective until an appropriate instrument executed and acknowledged by those persons approving same, shall be duly recorded in the St. Charles County Recorder's Office; and Second; that whenever any vote is required hereunder, the record owner or owners of each single family residence lot shall be entitled to one (1) vote, in the aggregate.

Anything in this Indenture to the contrary notwithstanding, the record owners of the fee simple title of at least one-half (1/2) of the lots upon Site now subject to and hereafter named subject to these restrictions, may, at any time hereafter, by instrument duly signed, acknowledged and recorded by them, amend, modify,

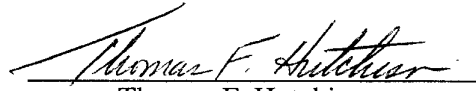
remove or release, in whole or in part, any of the restrictions herein created, or may by such instrument impose new and additional restrictions which hereafter shall govern any or all of the buildings and lots on the Site.

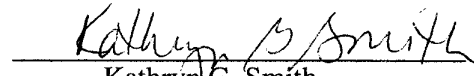
The Indenture, as amended herein, is confirmed to be in full force and effect.

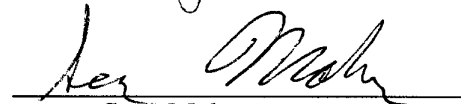
The undersigned Trustees do hereby certify that sufficient votes were cast to enact the above-stated modification to the Indentures.

Dated as of April 16, 1997

TRUSTEES:


Thomas F. Hutchison

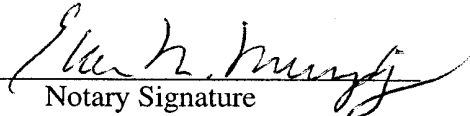

Kathryn G. Smith


Sean Mohan

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

On this 21st day of April, 1997, before me appeared Thomas F. Hutchison, Kathryn G. Smith and Sean Mohan, to me known to be the persons described in and who executed the foregoing Amendment to Trust Agreement and Indenture Of Restrictions of Wellington Farm Subdivision, and acknowledged to me that they executed the same as their free act and deed for the purposes therein stated.

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


Notary Signature

My Commission Expires:

ELLEN M. MURPHY
Notary Public State of Missouri
St. Louis County
My Commission Expires July 31, 2000

Guidelines and Forms

Wellington Farm Homeowner's Association



Animal/Pet Guidelines

The Trust Agreement and Indenture of Restrictions provide the following guidelines for keeping animals/pets:

Sec. 4.06 - No pigeons, poultry, cattle, hogs, rabbits, or other animals excepting one dog per single family residence, if such dog be confined in an enclosed area, may be kept upon any part of the Site except on written permission of the Trustees, who shall, in their sole discretion, have the right to grant such permission, subject to revocation at any time at the pleasure of said Trustees.

Multiple Dogs

The Trustees, in their sole discretion, may grant the right for any homeowner to have and keep more than one dog on his/her property if the homeowner conforms to the following conditions:

- That the homeowner keep his/her dogs confined in an enclosed area on their property as stated in the Indenture of Restrictions
- That the homeowner keep his/her dogs from causing injury to other residents, other resident's pets, or other residents property
- That the homeowner keep his/her dogs from habitually barking, yelping or howling causing fear or annoyance to other residents
- That the homeowner keeps his/her property clean and free of accumulations of wastes, causing annoyance to other residents

The Trustees request that all pet owners take responsibility for their animals. If the Trustees receive complaints from other residents that the pet guidelines are not being followed, the Trustees may be forced to revoke their approval and ask for the removal of the pet(s) in question.

Please address complaints with pet owners before submitting a complaint to the trustees. Follow the complaint submission guidelines.

All Pets

Pet complaints that are not covered by the Trust Agreement and Indenture of Restrictions should be submitted to the St. Charles County Division of Humane Services. In most cases you will be asked to keep a log of activity and the agency will contact the pet owner.

It is a good idea to introduce your neighbors to your pets, to reduce any fears they may have.

When walking your pet, please clean up any "mess" left behind. This is one of the top homeowner complaints.

Wellington Farm Homeowner's Association



Fence Guidelines

Materials: Cedar, Pressure Treated Woods, Redwood, Wrought Iron, Steel, and Vinyl. NO CHAIN LINK FENCING. Please specify finish on plans.

Maximum Height: 72” High on that portion of a yard parallel and contiguous to O’Fallon or Gutermuth Roads.

72” High on privacy fences restricted to a total of 40 lineal feet in certain locations immediately behind the home and within all building setback lines.

48” High on all other yard fences.

Design: 72” High fences may be privacy (“sight proof”) fences.

48” High fences must have a minimum of 25% open space. Example: 6” boards require a minimum open space of 2” between boards. The space is 25% of the total unit (board plus space). Please note that the typical “shadow box” and “board on board” designs DO NOT satisfy this requirement.

Construction: Lot corners should be located by a registered professional land surveyor. Fence contractor is responsible for obtaining all applicable permits or variances. **Fence contractor must have approval of the association Trustees BEFORE work begins.**

Plans: Please submit an **Improvement Submission Form**.

Wellington Farm Homeowner's Association



Complaint Guidelines

The Trust Agreement and Indenture of Restrictions provide rules that govern our neighborhood, and that the Trustees can enforce. If you have a complaint, please follow the procedure:

Any illegal acts (such as vandalism, etc.) should first be reported to law enforcement. In some cases these acts should be reported to the Trustees, who can use any reports to warn residents.

The Trustees cannot reach decisions in neighbor related disputes that do not involve the Trust Agreement and Indenture of Restrictions.

If you have a complaint that is covered by the Trust Agreement and Indenture of Restrictions:

1. If the complaint involves another neighbor, **contact the neighbor first**. Document any conversations you have had, giving dates. If you have written a note or letter to the neighbor, keep a copy. If the neighbor does not remedy the situation, then submit a written complaint. You must contact the neighbor first. Many times the neighbor involved may not even know it is a problem. A **friendly** conversation can usually clear up the problem. A letter from the Homeowner's Association usually results in bad feelings between neighbors.
2. Submit documentation of conversations and steps you have taken to solve the problem. When did the problem start? Give a timeline of events. The more information you can provide, the easier it will be for the Trustees to handle the complaint.
3. You can always call a Trustee, but we want your complaint in writing with all supporting documentation before we take any action. Once we have all of the information, we can handle the complaint.
4. Be specific in your complaint. Be clear in your explanation. List sections of the Trust Agreement and Indenture of Restrictions. If you cannot find the topic covered in this book, the Trustees may not be able to take action.
5. Write your suggestions for solving the problem. Be realistic.
6. Make sure your handwriting is readable, or type your complaint. If we cannot read it, we will return it to you.
7. **No anonymous complaints will be accepted.**
8. **The Complaint Form must be filled out completely.**

Each resident is bound by the Trust Agreement and Indenture of Restrictions., it is tied to the property and runs with the property. No resident is exempted from these rules.

Every resident must take an active role in preserving our neighborhood. Try to resolve disputes before they result in complaints. Every resident is responsible for maintaining our subdivision, no one will do it for you.

PLEASE PHOTOCOPY – DO NOT USE THIS ORIGINAL

Wellington Farm
Homeowner's Association



Complaint Submission Form

The Trust Agreement and Indenture of Restrictions provide rules that govern our neighborhood, and that the Trustees can enforce. If you have a complaint, please fill out the following form according to the complaint submission procedure. **No anonymous complaints will be accepted.** Continue on additional pages if you run out of room

Your Name:			
Address:			
Home Phone		Business Phone:	

If the complaint concerns a neighbor, state the name and address of the neighbor.

Describe the problem. Include section of rules, start/duration of the problem, frequency of the problem.

Describe the steps you have taken to resolve the problem. Describe conversations you have had about the problem, including dates. Attach letters you have written. Provide complete information. If you have not discussed the problem with your neighbor, please do so.

Propose a solution to the problem. Be realistic.

Wellington Farm Homeowner's Association



Top Complaints

The Wellington Farm Homeowner's Association Trustees receive complaints in many areas. We all need to do what we can to avoid the following:

- **Speeding.** Many residents drive too fast through the subdivision. We have a lot of children in our subdivision, and these children ride bicycles on our streets. We also have children crossing our streets. As a resident, I have seen several close calls where cars came speeding around corners and around bends in the road and continued to speed past children. Someone is going to get hurt, or killed by a speeder. Habitual speeders should be warned and reported to the St. Charles County Sheriffs Department.
- **Pets.** Some residents leave their dogs outside, and the dog barks excessively. Other residents let their dogs run around the neighborhood leaving little "gifts" in neighbor's yards. Sometimes this happens while walking their dog. Some don't clean their own back yards regularly. Be considerate of your neighbors and clean up after your pet. Offenders should be reported to the St. Charles County Division of Humane Services.
- **Lakes.** Our lakes are storm water retention basins. When it rains, the storm sewers empty into the lakes. They are designed to slow down the flow of water to reduce flash flooding in the area. Anything you put in the storm sewer or leave on the street can end up in one of our lakes. Don't leave your grass clippings in the streets. Don't wash your leaves or grass clippings down the storm sewer. And don't throw trash down the storm sewer. We don't need to pollute our lakes.
- **Parking on the streets.** Parking on the streets, especially when cars are parked on both sides can cause dangerous conditions. Children playing can run out into the street from behind a car. Emergency vehicles have a hard time driving down the street when cars make the traffic lanes narrow. We all have driveways, and we should use them for parking our cars. If you are unable to park your car in your driveway for a short period of time, then try not to cause a situation where cars are parked on both sides of the street.
- **Commercial and Recreational Vehicles.** These vehicles are only allowed to be parked for a short period of time. There are facilities available near our subdivision where these vehicles can be parked or stored.
- **Residents who don't take care of their yards or landscaping.** Many times these complaints are a result of the homeowner moving and not contracting to have their yard maintained. Others let weeds grow and spread to neighbors lawns. Please be considerate of your neighbors.