

Addendum to the Indenture of Trust and Restrictions Barrington Woods

THIS ADDENDUM, made and entered this 3rd day of June, 1985, by William Wieland, Juridean Wieland and Theodora Savetz, and their successors in trust, as TRUSTEES ("Trustees").,

WITNESSETH:

WHEREAS, the Indenture of Trust and Restrictions of Barrington Woods was recorded on February 6, 1981 and is located at book 7110, page 1724 without the attachment of Exhibit A, the legal description, and thereby failed to be in compliance with Chapter 1003.183 of the St. Louis County Revised Ordinances, and the Trustees are willing to consent in writing and will execute this instrument for the purpose of amending said Indenture of Trust and Restrictions:

NOW THEREFORE, in consideration of the covenants contained herein and pursuant to the authority granted by Section VI, Paragraph 15, page 14 of the original Indenture of Trust and Restrictions, the undersigned Barrington Woods Trustees hereby amend said Deed of Restrictions by filing Exhibit A attached hereto, the legal description of Barrington Woods and:

Part VI, paragraph three, page eleven is hereby deleted and the following paragraph is substituted therefore:

3) Dwelling Cost, Quality and Size: The construction cost of each residential dwelling is BARRINGTON WOODS shall not be less than \$40,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches, carports and garages, shall be not less that 1,500 square feet for a one-story single family dwelling, nor less that 1,200 square feet for a single family dwelling of more than one story.

IN WITNESS WHEREOF, the duly constituted Trustees of Barrington Woods, have executed this instrument as of the day and year written.

TRUSTEES:

William Wieland

Juridean Wieland

Theodora Savetz

Approved by: _____

Director of Planning

EXHIBIT A

LEGAL DESCRIPTION: ALL OF BARRINGTON WOODS 61.836 ACRES

A TRACT OF LAND IN SECTION 30, TOWNSHIP 44 NORTH, RANGE 5 EAST IN ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED TOWIT:

Beginning at the intersection of the East line of said Section 30 with the Southwest line of Smizer Mill Road (40 feet wide);
thence along said East line, South 01 degrees 02 minutes 40 seconds West, 1299.57 feet to the South line of the Northeast quarter of the Southeast quarter of said Section; thence along said South line, North 88 degrees 25 minutes West, 1345.57 feet to the Southeast corner of the Northwest quarter of the Southeast quarter of said Section; thence along the South line of the said Northwest quarter, North 88 degrees 46 minutes West, 347 feet; thence North 00 degrees 57 minutes East, 958.87 feet; thence North 88 degrees 22 minutes 30 seconds West 1000.51 feet to the North and South Centerline of said Section; thence along said Centerline North 00 degrees 59 minutes East, 400 feet to the East and West Centerline of said Section; thence along the said Centerline South 88 degrees 22 minutes 30 seconds East, 1347.30 feet and North 88 degrees 15 minutes East, 1281.70 feet to the Southwest Right-of-Way line of Smizer Mill Road; then along said Southwest line South 49 degrees 41 minutes East, 85.38 feet to the point of beginning:

CONTAINING: 61.836 Acres more or less

INDENTURE OF TRUST AND RESTRICTIONS

BARRINGTON WOODS

ST. LOUIS COUNTY, MISSOURI

THIS INDENTURE, made and entered into this 4th day of February, 1981 by and between Wieland and Sugrue, JOINT VENTURE hereinafter called the First Party and William C. O'Fallon, Charles F. Pollnow and Diane N. O'Fallon all of the State of Missouri, Second Party, hereinafter referred to as "Trustees":

WITNESSETH THAT:

WHEREAS, the St. Louis County Council approved the Site Plan for BARRINGTON WOODS, the legal description marked Exhibit A hereto attached, in accordance with the St. Louis County Zoning and Subdivision Ordinance so that plats or portions of said tract may now be recorded; and

WHEREAS, common land, recreational facilities, Cul-de-sacs and street lights have been reserved in BARRINGTON WOODS and common land for similar purposes will be reserved in the subsequent plats of BARRINGTON WOODS, and

WHEREAS, as each of the subsequent plats of BARRINGTON WOODS is recorded, First Party will adopt this Indenture of Trust and Restrictions and all provisions thereof for each of said plats; and

WHEREAS, there may be designated, established and recited on the recorded plats of BARRINGTON WOODS certain streets, common land, easements and any other non-public items which are for the exclusive use and benefit of the residents of BARRINGTON WOODS except those streets for easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of construction, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and

benefit of
the residents of BARRINGTON WOODS; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that planned scheme of restrictions to all of said land described in Exhibit A, all common land, and mutually to benefit, guard and restriction future residents of BARRINGTON WOODS and to foster their health, welfare and safety; and

WHEREAS, all reservations, limitations, conditions, and covenants herein contained, any and all of which are sometimes hereafter termed "restrictions", are jointly or severally for the benefit of all persons who may purchase, hold or reside upon, any of the lots covered by this instrument; and

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots, and parcels of land any plat of BARRINGTON WOODS, all as described herein as follows, to-wit:

CONVEYANCE TO TRUSTEES

WHEREAS, First Party shall be General Warranty Deed simultaneously herewith convey to the Trustees herein designated in perpetuity the following described real estate, situated in the County of St. Louis, State of Missouri:

The area designated as "Common Ground" on the Plat of BARRINGTON WOODS, according to plat thereof recorded in the 9th day of January, 1981, as Daily NO. 136 of the St. Louis County Recorder's Office.

This trust shall continue for the duration of this BARRINGTON WOODS, a Subdivision to be developed under the Ordinances of St. Louis County, it being the intent of the First Party that the common properties held hereunder be and remain used and maintained for the common benefit of all lot owners and residents so long as all or part of BARRINGTON WOODS shall be developed for residential purposes in substantially the form presently anticipated. Upon vacation of the subdivision constituting this Density Development Plan, title to the common land shall thereupon be conveyed by the then Trustees to the then lot owners of BARRINGTON WOODS as tenants in common.

II RESERVATION OF EXPENDITURES

First Party reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for sewers, gas pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of any subdivision in the tracts described in Exhibit "A" attached hereto and made a part hereof.

III DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be William C. O'Fallon, James J. O'Fallon and Diane N. O'Fallon, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity, subject to the terms and provisions of this paragraph. Whenever any of said Trustees or Trustee resigns, refuses to act, becomes disabled or dies, the

remaining

Trustees or Trustee shall appoint a successor or successors until such time that the Party of the First Part does not own

any of the property described in Exhibit A hereto attached or does not own any property in any plat of BARRINGTON

WOODS at which time a meeting of the then record owners in fee simple title to lots in all plats of BARRINGTON WOODS

shall be called by notice of meeting signed by at least three (3) lot owners, sent by first class mail to, or personally served

upon, all of such record lot owners at least ten (10) days before the date fixed for the meeting, for the purpose of electing

new trustees. The notice shall specify the time and place of meeting, which place shall be in St. Louis County, Missouri. At

such meeting, or any adjournment thereof the majority of the record owners attending such meeting, in person or by

proxy, shall have the power to elect such Trustees until their successors have been duly appointed or elected and qualified. After successors have been duly appointed or elected and qualified. After three (3) have been elected, by lot

one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, their

successors being elected to terms of three (3) years each. At such meeting, each such lot owner whether attending in

person or by proxy, shall be entitled to one vote for each full lot owned by him. The results of such elections shall be

certified by the persons elected Chairman and Secretary. A majority of the lot owners whether there by person or by

proxy shall constitute a quorum. Meetings thereafter shall be called by the Trustees, with notices given in the same manner as hereinabove provided and any business relevant or pertinent to the affairs of any plat of BARRINGTON WOODS Subdivision may be transacted at any meeting of lot owners in conformity with this procedure. Whenever there is

a vacancy among the Trustees, said vacancy shall be filled by a person designated by the remaining Trustees, to serve

the unexpired terms of the Trustee replaced.

To the contrary notwithstanding, one third (1/3) of the Trustees shall be chosen by owners of developed lots after 50%

of the lots in BARRINGTON WOODS, have been sold; two thirds (2/3) of the Trustees shall be chosen by owners of the

developed lots after 95% of all of the lots in BARRINGTON WOODS have been sold; all of the Trustees shall be chosen by

owners of developed lots after all of the lots of BARRINGTON WOODS have been sold.

Where the provisions of such a trust indenture cannot be fulfilled by reason of unfilled vacancies among the Trustees,

the County Council may upon the petition of any concerned resident or property owner or the subdivision, appoint one or

more trustees to fill vacancies until such time as Trustees are elected in accordance with the trust indenture. Any person

so appointed who is not a resident or property owner within the subdivision shall be allowed a reasonable fee for his

service by order of appointment, which fee shall be levied as a special assessment against the property in the subdivision, and which shall not be subject to any limitations on special assessments contained in the trust

indenture or elsewhere.

IVTRUSTEES' DUTIES AND POWERS

First Party hereby invests Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

- 1) To acquire and hold the common land hereinabove described and conveyed to Trustees by separate

instrument on even date herewith, which said common land is set forth and shown on the plat of BARRINGTON WOODS Subdivision, all in accordance with and pursuant to the aforesaid resolution of the St. Louis County Council and in accordance with and subject to the provisions of this instrument, and to deal with any common lands so acquired under the provisions hereinafter set forth.

2) To exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), entrances, lights, street lights, common land, cul-de-sacs, park areas, lakes (including restrictions of use of same), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on any recorded plat of BARRINGTON WOODS SUBDIVISION as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street lights, entrance markers, streets, roads, and any other non-public items by the necessary public utilities and other, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

3) To exercise control over the common land and cul-de-sacs shown on said plats; pay real estate taxes and assessment herein provided; to repair, maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in BARRINGTON WOODS Subdivision, all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common lands, all for the benefit and use of the owners of the lots in BARRINGTON WOODS and according to the discretion of the Trustees.

4) To prevent, as Trustees of an express trust, an infringement and to compel the performance of any restrictions set out in this indenture or established by law, and also any rules and regulations issued by said Trustees conveying the use of said common land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustee is intended to be discretionary and not mandatory.

5) To dedicate to public use any private streets constructed or to be constructed on the aforescribed tract of land, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

6) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

7) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and

erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences detached buildings, outbuildings, or accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefore and to the grade proposed therefore. In the event the Trustees fail to approved or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings, and other outbuildings have been submitted to them hereunder, approval with not be required and the related restrictions shall be deemed to have been fully complied with. EXCEPT THAT the First Party shall not be governed by the terms and provisions of the Paragraph and First Party may construct building structure that it may desire so long as it complies with the ordinances of St. Louis County.

The Trustees shall have the power to grant such set back variances, as they deem necessary.

8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon the completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9) To establish rules and regulations for the operation of recreational facilities when the same have been provided in common areas and employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for their guests.

10) To purchase and maintain in force, liability insurance, protecting Trustees and lot owners from any and all claims, for personal injuries and property damage arising from use of common areas and facilities.

11) In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indentures, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

12) 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 time fixed for the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event, the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

13) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, park area, lakes, shrubbery, entrance markers and any and all other non-public items including, (but not limited to) storm water sewers, sanitary sewer trunks and all other items used by the owners of the lots in BARRINGTON WOODS SUBDIVISION.

V. ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in BARRINGTON WOODS for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1) (a) The Trustees and their successors in office are authorized to make uniform annual assessments in an amount not to exceed \$150.00 per lot in each calendar year upon and against each lot in a plat of BARRINGTON WOODS upon which a residence has been constructed and sold either by the Party of the First Part or by any other builder, for the purpose of carrying out any and all of the general duties and power of the Trustees hereunder and for further purpose of enabling the Trustees to defend and enforce restrictions, adequately, to maintain streets, if required common land, utilities, parking spaces, street lights, cul-de-sacs, entrance gates and markers, and trees, and all other non-public items and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in BARRINGTON WOODS SUBDIVISION.

(b) If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required, to the owners of each lot in the Subdivision. This additional assessment must then be approved in writing by 55% of the recorded owners of the lots in the subdivision. The approval may be obtained by the Trustees by securing the signatures of not less than 55% of the owners of lots in the Subdivision to an agreement authorizing the additional assessments or by the affirmative vote of at least 55% of the owners of lots in the Subdivision at a meeting called for such purpose. Notice of such special assessment shall be given with such assessment and shall be delinquent thirty (30) days after the date of such assessment.

(c) In addition to the foregoing assessments, each single-family residence unit shall be assessed for purposes by Metropolitan Sewer District, its successors and assigns.

2) All assessments shall bear interest at the rate of eight percent (8%) per annum for the date of delinquency and such assessment, together with interest shall constitute a lien upon the property against which it is assessed until the amount, together with fee and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing mortgages, or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

3) The Trustees shall deposit the funds coming in to their hands as Trustees in a bank protected by the Federal Deposit

Insurance Corporation or in a savings and loan association protected by the Federal Savings & Loan Insurance Corporation. The treasurer shall be bonded for the proper performance of this duties in an amount fixed by the Trustees.

4) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

VI. INDENTURE OF RESTRICTIONS

The Party of the First Part, being the owner of the following described real estate lying and being situated in St. Louis County, Missouri and being more particularly described in Exhibit "A" attached hereto and made a part hereof, by this Indenture do impose upon all lots and common land in BARRINGTON WOODS, the following restrictions and conditions, to-wit:

- 1) Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them.
- 2) Land Use and Building Type: All lots in BARRINGTON WOODS SUBDIVISION shall be used for single-family residential dwellings.
- 3) Dwelling Cost, Quality and Size: The construction cost of each residential dwelling in BARRINGTON WOODS shall not be less than \$40,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches, carports and garages, shall be not less than 1,800 square feet for a one-story single-family dwelling, nor less than 1,200 square feet for a single-family dwelling of more than one story.
- 4) Placement of Improvements: Buildings shall be placed on lots only in the manner approved by the Trustees, subject to terms and provisions of Article IV, Paragraph 7, Page 7, with the front and side building setback lines being at least those required by St. Louis County Zoning Ordinance for the Subdivision.
- 5) Easements: The easements shown on the recorded plat for installation and maintenance of utilities and drainage facilities are hereby reserved and the same shall run with the land.
- 6) Signs: No signs shall be erected or displayed in public view on any lot except the (1) sign, not larger than five (5) square feet, advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by the Party of the First Part in the development of the subdivision. Should the Party of the First Part not develop all lots and should he convey lots to other builders, the Trustees by grant such other builders or developers the right to place suitable signs on lots during construction and prior to initial sale of the buildings constructed thereon. The sign permitted shall not exceed 5 square feet in size.
- 7) Livestock and Poultry: No animals, livestock or poultry shall be raised, bred or kept on any lot, EXCEPT THAT, household pets, in limited numbers, may be kept provided that they are not maintained for any commercial purposes.
- 8) Fences: No fence may be erected without consent in writing of a majority of Trustees. Said Trustees may

approved,
unless good cause to the contrary exists, fences located behind the front building line if such fence is less than four (4) feet in height and is at least fifty percent (50%) open and except also that a privacy fence may be erected if such privacy fence is less than six (6) feet in height; not more than twenty-five (25) feet in length on any one side. In the event that any fence shall be permitted to deteriorate and fall into disrepair, the Trustees in their discretion may repair or restore such fence and charge the cost of same to the then owner of such lot.

9) Above Ground Structures: No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without written approval of the St. Louis County Department of Highways and Traffic.

10) Abandoned vehicles: No trucks, campers, recreational vehicles, boats and/or construction vehicles of any kind and description may be parked on any of the driveways or streets of the subdivision. All such vehicles must be garaged. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the common ground or the lots of this subdivision. If said motor vehicles are so stored or remain on the aforesaid premises, Trustees shall take the necessary action to remove same.

11) Nuisances: No noxious or offensive activity shall be carried on on any lot, not shall anything be done thereon which may be or become a nuisance or annoyance.

No lot owner shall park a truck larger than three-quarter (3/4) ton on any

Lot other than in a garage or carport, for a period in excess of one hour per day. No motor vehicle shall be displayed as being for sale in said subdivision and no vehicle shall be parked or displayed therein bearing a "For Sale" sign or other sign, indicating that said vehicle is being offered for sale.

No sign of any kind shall be permitted or erected or suffered to remain anywhere, on anything, except one single or double faced "For Sale" or "For Rent" sign in addition to the name, address, and/or telephone number of the person offering said property for sale or for rent. Said sign shall not exceed five (5) square feet in size. Directional Signal and Usage Signal necessary for commercial, multi-family and facility is permitted but must be approved by Trustees.

No fences or screening shall be erected or maintained on any land between the building setback lines and the street upon which that lot fronts. Fences may be maintained on other portions of the land only with the written consent of the Trustees shall be conclusive.

12) Liability of Trustees: Trustees not to be Compensated: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items in excess of the assessment collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion deem necessary. Neither the Trustees nor successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

13) Slope Control Areas: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within

these slope control areas not structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

14) Sight Distance in Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 3 feet above roadways shall be placed or permitted to remain on any corner 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 property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15) Amendment: Provisions herein may be amended, modified or changed from time to time by Developer so long as it owns a lot in BARRINGTON WOODS by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided such amendment, modification or change is approved by the Planning Director of St. Louis County, Missouri. Thereafter, this Indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of all the owners of lots or parcels within BARRINGTON WOODS with any such amendment, modification or change being recorded in the Office of Record of Deeds of St. Louis County, Missouri. No such amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Trustees or to eliminate the requirement that there be Trustees unless some persons or entity is substituted for the Trustees with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

16) Invalidation: Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof,

IN WITNESS WHEREOF, the Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

FIRST PARTY:

SECOND PARTY:

Juridean Wieland

William O'Fallon

William A Wieland

Charles F. Pollnow

Mildred E. Sugrue

Diane M. O'Fallon

John M. Sugrue