

SUBINDENTURE OF TRUST AND RESTRICTIONS
THE VILLAGES AT BARRINGTON DOWNS
ST. LOUIS COUNTY, MISSOURI

THIS SUBINDENTURE, made and entered into this 11th day of February, 1988, by and between J. L. MASON OF MISSOURI, INC. ("Mason"), a Missouri corporation, TAYLOR—MORLEY—SIMON, INC. ("T-M-S"), a Missouri corporation, CLAYTON SAVINGS AND LOAN ASSOCIATION ("C.S.L."), an Association of the State of Missouri, J. R. MAYER MANAGEMENT COMPANY, ("Mayer"), a Missouri corporation, BARRINGTON DOWNS DEVELOPMENT CORPORATION, ("Barrington Downs"), a Missouri corporation, COPPENBARGER HOMES, INC., ("Coppenbarger"), a Florida corporation, and MCBRIDE & SON ASSOCIATES, INC. ("McBride"), a Missouri corporation hereinafter collectively referred to as "First Parties" and Lloyd L. Potts, Steven A. Mullen, Ronald E. Schmitt, John S. Breier, Barry Simon, J. Randall Mayer, Michael E. Whiteaker, Gerald W. Kerr, and Carl Lehne, of St. Louis County, Missouri and Ted S. Dettmer and Thomas E. Glosier all of St. Charles County, Missouri, hereinafter referred to as "Trustees".

WITNESSETH THAT:

WHEREAS, Mason is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by reference; T-M-S and C.S.L., d/b/a Barrington Downs Development Partnership, are the owners of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit B attached hereto and incorporated herein by reference; Mayer is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit C attached hereto and incorporated herein by reference; Barrington Downs is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit D attached hereto and incorporated herein by reference; Coppenbarger is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit E attached hereto and incorporated herein by reference; McBride is the owner of a tract of real property located in St. Louis County, Missouri, as more particularly described in Exhibit F attached hereto and incorporated herein by reference; and

WHEREAS, First Parties desire to jointly develop the real property described in Exhibits A through F hereof (collectively the "Properties") as a Mixed Use Development to be known as "The Villages at Barrington Downs"; and

WHEREAS, the Properties are part of a Mixed Use Development District known as The Villages at Barrington Downs, approved by the St. Louis County Council, by Ordinance No. 13,381, 1987, pursuant to Section 1003.157 SLCRO; and

WHEREAS, an Indenture of Trust, The Villages at Barrington Downs, St. Louis County, Missouri, covering the entirety of the Mixed Use Development District, has been recorded in the St. Louis County Records as Daily No. 539 on the 24th day of February, 1988, which such Indenture contemplates and permits the filing of subindentures encumbering the multi-family or single-family components of the Mixed Use Development District; and

WHEREAS, common land for park and recreational areas has been and will be reserved in the various plats of The Villages at Barrington Downs and there has been and will be designated established and recited on such plats certain streets, common land and easements which are for the exclusive use and benefit of The Villages at Barrington Downs, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the

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purpose of constructing, maintaining and operating sidewalks, sewers, pipes, poles, wires storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of The Villages at Barrington Downs; and

WHEREAS, First Parties, being the owners of the Properties, desire to encumber the Properties with this Subindenture; and

WHEREAS it is the purpose and intention of this Subindenture to preserve the Properties, subdivided as aforesaid, and any additional property which may be subjected hereto, as a restricted neighborhood and to protect the same against certain uses by the adoption of this Subindenture, and to apply the plan contained in this Subindenture to all of said land described herein, including all common land, and mutually to benefit guard and restrict future residents of The Villages at Barrington Downs and to foster their health, welfare and safety; and

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

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, living units and parcels of land in The Villages at Barrington Downs, all as hereinafter set forth:

ARTICLE I
DEFINTTION OF TERMS

The following terms when used in this Subindenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Control Committee" shall have the meaning set forth in Article VI hereof.
2. "Common Ground" or "Common Land" or "Common Property" (or the plural of any thereof) shall mean and refer to all real property, held by the Trustees hereunder for the common use and enjoyment or the owners, including, without limitation, parks, open spaces, lakes, playgrounds, streets, paths walkways, clubhouses, swimming pools, tennis courts, storm water (including retention basins) and sanitary sewers and drainage facilities, and other such facilities. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in The Villages at Barrington Downs or that any such facilities will be constructed Upon Common Ground.
3. "First Parties" shall mean and refer to Mason, T-M-S, Mayer, Barrington Downs, Coppenbarger, and McBride, their respective successors and assigns, including any builder or developer who purchases any vacant lots or parcels of land constituting a portion of the Properties for the purpose of building single-family detached residences or multi-family living Unites thereon for sale to third persons.

4. "Grand National Drive Property" shall mean and refer to a tract of land containing approximately 154 acres more or less located immediately south of and adjacent to the Properties through which an extension of Grand National Drive and the creation of single-family lots is contemplated.

5. "Indenture" shall mean and refer to the Indenture of Trust, The Villages at Barrington Downs, St Louis County, Missouri, dated of even date herewith and recorded Feb 24, 1988 as Daily No. 539 in the St. Louis County Records, as from time to time amended in accordance with the provisions thereof.

6. "Living Unit" shall mean and refer to any portion of a building on the Properties designed and intended for independent residential use.

7. "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on any recorded subdivision plat of the Properties and subdivided for single-family purposes.

8. "Mixed Use Development District" shall mean and refer to the zoning classification pursuant to which the St. Louis County Council has, by adoption of the Ordinance, authorized the development of the Properties, and shall have the meaning set forth in Section 1003.157 of the St. Louis County Revised

9. "Ordinance" shall mean and refer to St. Louis County Ordinance Number 13,381, 1987, as from time to time amended, and any additional ordinances which may be enacted by the St. Louis County Council zoning and/or approving the development of any additional property such should additional property be made a part of The Villages at Barrington Downs and subjected hereto.

10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title including contract sellers, but excluding those having such interests as security for the performance of an obligation and excluding First Parties.

11. "Properties" shall mean and refer to all that real property described on Exhibits A through F attached hereto and made a part hereof.

"Properties" shall also mean and refer to any tract of land which may hereinafter be made part of the Villages of Barrington Downs and subjected to the terms and restrictions of this Indenture by written instrument recorded in the St. Louis County Records.

12. "Subindenture" shall mean and refer to this Subindenture of Trust and its restrictions, The Villages at Barrington Downs, St. Louis County, Missouri as from time to time amended.

13. "Trustees" shall mean and refer to those persons designated in the preamble to this Subindenture, and any persons named as additional Trustees hereunder by written instrument recorded in the St. Louis County Records in connection with the addition of any additional property to The Villages at Barrington Downs, and their respective successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof,

14. "Village" or "Villages" shall mean and refer to groups of lots and the multi-family parcel as set forth on the site Development Concept Plan for the Villages at Barrington Downs recorded in Plat Book 266, Pages 1-4 of the St. Louis

County Records, the groups of single-family lots being identified as Villages A—J and the multi-family parcel although not so identified on the Site Development Concept Plan shall be referred to herein as Village K.

ARTICLE II
DURATION OF TRUST

The trust herein created shall continue until such time as all plats of the Properties constituting a portion of the Mixed Use Development District may be vacated by the County of St Louis, Missouri, or its successors, after which period of time fee simple title to the Common Property shall vest in the then record Owners of all Lots and Living Units constituting a part of the Properties, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots or Living Units in said plats, and any conveyance or change of ownership of any Lot or Living Unit shall carry with it ownership in Common Property so that none of the Owners of the Common Property shall have such rights of ownership as to permit them to convey their interest in the Common Property except as is incident to the ownership of a Lot or Living Unit, and any sale of any Lot or Living Unit shall carry with it without specifically mentioning it, all the incidents of ownership of the Common Property; provided, however, that all of the rights, powers and authority conferred upon the Trustees shall continue to be possessed by said Trustees.

ARTICLE III
RESERVATION OF EXPENDITURES

First Parties reserve the right to receive and retain any money consideration which may be refund or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Properties.

ARTICLE IV
DESIGNATION AND SELECTION OF TRUSTEES
AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be Lloyd L. Potts, Steven A. Mullen, Ronald E. Schmitt, John J. Breier, Barry Simon, J. Randall Mayer, Michael E. Whiteaker, Gerald W. Kerr, Carl Lehne, Ted J Dettmer and Thomas E. Glosier, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should additional property be made a part of The Villages at Barrington Downs and subjected to the terms and restrictions of this Subindenture, Mason shall have the right, by written instrument recorded in the St. Louis County Records, to amend this Subindenture to increase the number of Trustees hereunder by one (1) additional Trustee or each additional one hundred (100) Lots or Living Units or portion thereof in such additional property and, by such written instrument or separate written instrument recorded in the St. Louis County Records to designate the additional original Trustees hereunder. Mason shall also have the right to designate such additional property as part of an existing Village or Villages without adding additional Trustees. Should the Grand National Drive Property be made part of the Villages at Barrington Downs and subjected to the terms and restrictions of this Subindenture, any Lots subdivided therein shall be made part of Village D. Should an original Trustee or successor Trustee appointed by First Parties

pursuant hereto resign (except pursuant to the provisions of the following paragraph) refuse to act, become disabled, or die, First Parties shall have the power to appoint, by duly written, recorded instruments, a successor Trustee who shall serve until his successor is elected by the Lot and Unit Owners in the manner hereinafter provided.

2. Election of Trustees. The properties are being developed as a Mixed Use Development consisting of no more than 799 single-family residences and 129 multi-family units. The Lots and Living Units have been further grouped into eleven (11) "Villages" according to size and location and designated as Villages A through K. Villages A-J are groups of single-family lots and are identified on the Site Development Concept Plan recorded in Flat Book 266, Pages 1-4 of the St. Louis County Records. The multi-family parcel located between Villages J and A on the Site Development Concept Plan shall for purposes of this Subindenture be identified as Village K.

In order to assure equality in treatment and fair representation of the Owners of Lots and Living Units within the Villages, at the times hereinafter specified, one of the successor Trustees shall be elected by the Owners of Lots and Living Units in each of the Villages. Until such time as all of the Lots and Living Units authorized to be developed within the Properties have been sold and conveyed for residential use, successor Trustees shall be elected in bulk by the then Owners of the Lots and Living Units within the Properties.

In accordance with and in accomplishment of the foregoing at such time as fifty percent (50%) of the total Lots and Living Units authorized to be developed in the Properties by the Ordinance have been sold and conveyed for residential use, First Parties shall cause the resignation of one-third (1/3) of the original Trustees, and successor Trustees therefore shall be elected by the then Owners at a meeting duly called by First Parties upon not less than ten (10) no more than thirty (30) days prior notice. At such time as ninety-five percent (95%) of the total authorized Lots and Living Units have been sold and conveyed, First Parties shall cause the resignation of one-half (1/2) of the remaining original Trustees then serving hereunder, and successor Trustees therefore shall be elected by the then Owners at a meeting duly called in the manner set forth above.

At such time as all of the authorized Lots and Living Units have been sold and conveyed, First Parties shall cause the resignation of all of the Trustees then serving hereunder, whether original Trustees or elected as hereinabove provided, and the then Owners shall elect a like number of successor Trustees, one (1) from each of the existing Villages. The first successor Trustees elected from Villages E, I and K shall be elected to serve for one (1) year. The successor Trustees elected from Villages F, G, and J shall be elected to serve for two (2) years and the successor Trustees elected from Villages A, B, C and D shall be elected to serve for three (3) years from the date of election. Thereafter, all Trustees shall be elected for terms of three (3) years each. Only those Owners living in the Village from which a Trustee is being elected shall be entitled to vote for the Trustee of that Village. Should the number of Trustees be increased as provided herein, the Trustees representing such additional Village or Villages shall be elected in a manner so that at no time shall the largest number of Villages electing Trustees in any year be more than one (1) in number greater than the least number of Villages electing Trustees in any one (1) year.

3. Manners of Conducting Elections; Meetings of Owners. All elections by Owners shall be preceded by notice signed by the Trustees then in office, or should there be no Trustees then by three (3) such Owners, sent by mail to or personally

served upon all Owners at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Trustees, Said notice shall specify the time and place of meeting which shall be in St Louis County. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting who are entitled to vote upon the election of Trustees as provided in Section 2 of this Article 1V1 in person or by proxy, shall have the power to elect such Trustees who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Owner entitled to so vote, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Owner constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than (1) vote be cast with respect to any Lot or Living Unit. The result of such election shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Properties may be transacted at any meeting of Owners called in conformity with the procedure described above.

4. Qualification of Trustees. Any Trustee elected by the Owners under the provisions of this Article shall be an Owner in the Properties, or an officer or agent of a corporate Owner. Any Trustee elected by the Owners after all of the Lots and Living Units have been sold and conveyed shall be either an Owner or an officer or agent of a corporate Owner in the Village electing such Trustee. If such Owner sells his or her Lot or Living Unit or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner in such Village to act as Trustee for the unexpired portion of the term of the Trustee no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the St. Louis County Council or its successors may upon the petition of any concerned resident or Owner in the Properties appoint one or more Trustees to fill the vacancies until such time as Trustees are selected in accordance with this Subindenture. Any person so appointed who is not a resident or Owner within the Properties shall be allowed a reasonable fee for his services by the order of appointment which fee shall be levied as a special assessment against the Lots and Living Units and which fee shall not be subject to any limitations on special assessments contained in this Subindenture or elsewhere.

ARTICLE V TRUSTEES' DUTIES AND POWERS

The Trustees shall have the rights, powers and authorities described throughout this Subindenture and the following rights, powers and authorities:

1. Acquisition of Common Property. To acquire and hold the Common Property in accordance with and subject to the provisions of this Subindenture, and to deal with any such Common Property as hereinafter set forth.
2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads, and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, Common Property, park areas, lakes, cul-de-sac islands, medians, entrance markers, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, arid disposal and treatment facilities as may be shown on the various recorded plats of the Properties, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary

public utilities and others, 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, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Living Units, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Properties. Without limiting the generality of the foregoing, the Trustees and/or the Metropolitan St. Louis Sewer District, its successors and assigns, shall have the right to drain any lakes in the Properties as necessary and required to repair any sewer lines installed under such lakes.

3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of residents of the Properties, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind of 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, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations, the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and according to the discretion of the Trustees.

4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Properties whenever such dedication would be accepted by a public agency, in the event that the recorded plats do not provide for public use and maintenance.

5. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property.

6. Enforcement. To prevent, as Trustees of any express trust, any infringement and to compel the performance of any restriction set out in this subindenture or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Property or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

7. Vacant and Neglected Lots. 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 parcels of land in the Properties, 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 manners of trespass or any other act or any injury, abatement, removal or planting.

8. Plans and Specifications. As more specifically provided in Article VI hereof, 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 or construction and erection in the Properties, proposed additions to such buildings or alterations in the external appearance of buildings already constructed.

9. Deposits. From and after the conveyance of a Lot, Living Unit or parcel of land in the Properties by First Parties, to require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached

building, outbuilding, swimming pool, tennis courts, or other structure in the Properties in order to provide that upon Completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired. Nothing herein contained shall be deemed to authorize the Trustees to require any deposit in connection with any development or construction performed or conducted upon the Properties by or on behalf of First Parties.

10. Rules and Regulations. To establish rules and regulations for the operation of the recreational facilities, tennis courts and swimming pool, if the same are provided in Common Property and to 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 such guests.

11. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, directors and officers insurance insuring the Trustees from time to time in office and property insurance and liability insurance protecting the Trustees and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Property and facilities.

12. Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Subindenture, 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.

13. Condemnation. In the event it shall become necessary or any public agency to acquire all or any part of the Common Property for a public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said Common Property.

14. Entrance Monuments. To erect ornamental entrance monuments to the Villages at Barrington Downs and rights of way and adjacent easements as shown on the Site Development Concept Plan recorded in Plat Book 266, Pages 1 through 4 of the St. Louis County Records. The Trustees shall have the duty to maintain and repair said monuments together with all grass, plants and trees located on the corners or medians where said monuments are to be located. If requested to do so by St. Louis County Department of Highways and Traffic, the Trustees shall have thirty (30) days of receipt of said request to move said monuments from the aforesaid street medians. The Trustees shall hold St. Louis County harmless from all claims, demands, suits of whatever kind arising out of or in connection with the said Ornamental monuments.

15. Borrow money. The Trustees shall be empowered and authorized to borrow money, repay same and to pledge as collateral the association's right to receive income assessments).

16. Not-For-Profit Corporation. The Trustees shall have the power to incorporate the association as a Not-For-Profit Corporation and shall have the power to convey to said corporation any and all common ground within the Villages at Barrington Downs. The Trustees may exercise their powers and duties as Trustees hereunder as officers and directors of such Not-For-Profit Corporation. In the event any tract of land

within the Properties is conveyed to a Not-For-Profit Corporation by the First Parties to be used as recreational facilities including swimming pool and tennis courts, the Trustees shall serve as officers and directors of such Not-For-Profit Corporation and shall have the power to establish rules and regulations for the operation of said recreational facilities.

ARTICLE VI ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after the conveyance of an improved Lot or Living Unit by First Parties, no building, fence, wall or other structure, swimming pool or tennis courts, outside television or radio antennae or satellite receiving dish shall be commenced, erected or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications skewing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and locations in relation to surrounding structures and topography by the Trustees or by an architectural committee composed of five (5) or more representatives appointed by the Trustees. Reference herein to "Architectural Control Committee," shall refer either to the aforesaid Committee, if appointed and constituted, or to the Trustees, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors and location within forty—five (45) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a fee for any submission to defray the costs of reviews it conducts or authorizes.

It is the Intent of this Subindenture that all buildings and structures within the Properties shall be constructed of attractive exterior materials of high quality. In its review of submissions the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the written consent of the Architectural Control Committee. The power and authority to review and approve the plans and specifications for buildings, fences, walls, swimming pools, tennis courts, outside television or radio antennas, satellite receiving dishes or other structures (collectively referred to as structures) shall not be deemed as requiring the Architectural Control Committee to approve such structures rather than an authorization to review the plans and specifications for such structures if the Architectural Control Committee deems such structures to be appropriate within the Properties.

ARTICLE VII CONDOMINIUMS AND MULTIPLE FAMILY PARCELS

1. Subindentures and Associations. Certain areas of the Properties may be developed as condominiums or other form of

multiple-family residences and may encompass common facilities not designed for use generally by the Owners. In such case, a separate declaration or indenture subject and subordinate to this Subindenture designating the portion of the Properties so involved will be recorded, and an entity or association (whether incorporated or not) separate and apart from the Trustees serving hereunder will be created for the ownership, maintenance and operation of such common facilities. In such cases, such Common property shall be devoted to the common use and enjoyment solely of the Owners of Lots or Living Units within such parcel, and there may be established such additional covenants and restrictions as are necessary or appropriate for the parcel. In addition, Certain areas of the Properties may be developed as for recreational facilities for the use and enjoyment of all of the Owners of the Lots and Living Units within the Properties. In such case a separate Declaration or Indenture subject to and subordinate to this Subindenture designating the portion of the Property so involved will be recorded, and an entity or association, (whether incorporated or not) separate and apart from the Trustees serving hereunder will be created for the ownership maintenance and operation, of such recreational facilities and they may establish such additional covenants and restrictions as are necessary or appropriate for the parcel.

2. Association Membership. Every Owner of any Lot or Living Unit within an area developed as condominiums or other form of multi-family residences shall automatically be a member of any association so established and shall be entitled to vote as from time to time provided in the declaration for such parcel.

3. Common Facilities. Each association, or the trustees thereof if same is not incorporated, shall take title to and to maintain and improve for the common benefit of the members thereof or all of the Owners of the Lots and Living Units, if applicable, such common facilities as from time to time be conveyed to it; and each member shall have a right and easement of enjoyment in and to such common facilities and such easement shall pass with the title to every Lot or Living Unit in the parcel.

4. Assessments. The Lots or Living Units within a parcel developed as aforesaid shall be subject to assessments as provided in the declaration or other instrument establishing the same, in addition to the assessments provided in Article X hereof.

5. Exterior Maintenance. In addition to its duties, powers and authorities with respect to the common properties, each association, or the trustees thereof if same is not incorporated, may provide exterior maintenance as may be provided therefore in the declaration or other instrument establishing the same.

6. Association Office. In the event a portion of the Properties is developed as a condominium, the association or other entity established for the ownership, maintenance and operation of the common facilities of such condominium shall be entitled to maintain an office in any clubhouse constructed on the Common Ground, and, if such association or other entity so utilizes the clubhouse, shall pay rent therefor in the amount of one hundred dollars (\$100.00) per month. Nothing herein contained shall be construed as requiring the association or other entity to so utilize the clubhouse, and the provisions of this Section 6 shall be deemed permissive and not obligatory on said association or other entity. Notwithstanding the foregoing, if such association or other entity determines to make such use of the clubhouse, the Trustees shall be obligated to make reasonable and appropriate space available for such use.

ARTICLE VII
COMMON WALLS

Subject to the terms and provisions of any subindenture imposed pursuant to Article VII hereof, the maintenance, repair and replacement of common walls shall be assumed, undertaken and allocated in the following manner:

1. Each wall placed upon a dividing line between Living Units (hereinafter referred to as a "common wall") shall for purposes hereof, be deemed to constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. The cost of reasonable repair and maintenance of a common wall shall be shared on an equal basis by the Owners who make use thereof.
3. In the event any common wall is destroyed or damaged by fire, casualty or other cause (including ordinary wear and tear and deterioration from lapse of time) other than by reason of the act of any of the Owners being served thereby or the agents, guests or family members of such Owners, then, if such destruction or damage shall prevent the full use and enjoyment of said common wall by the Owner of any Living Unit served thereby all Owners thereby deprived of said use and enjoyment shall proceed forthwith to restore said common wall to as good condition as formerly existed at their joint and equal expense.
4. In the event a common wall is destroyed or damaged by fire or other casualty which arises in a Living Unit served thereby or through the act of any Owner or the agents, guests or family members of any Owner served thereby, regardless of whether such act is negligent or otherwise culpable, so as to deprive the other Owners being served thereby of the full use and enjoyment of said common wall, then the first of such Owners shall forthwith proceed to restore the same to as good condition as formerly existed, without cost to the other Owners served by said common wall.
5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Living Unit and shall pass to such Owner's successors in title.

ARTICLE IX
SEWERS AND DRAINAGE FACILITIES

Subject to the provisions of the Indenture for the Villages at Barrington Downs, the maintenance, repair and replacement of the sewers and drainage facilities shall be assumed, undertaken and allocated in the following manner:

1. Trustees' Responsibilities. The Trustees shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, any retention basins, and any other sanitary or storm sewers or other drainage facilities located on and servicing any Common Property or improvements thereon in the Properties.
2. Owners Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot or Living Unit; provided, however, in the event that any portion of the Properties is developed as a condominium or for other multiple-family use as provided in Article VII hereof, the declaration or other instrument (subindenture) pursuant to which

Developed may provide for the association or the trustees thereof if unincorporated, established pursuant thereto assume such responsibility.

ARTICLE X ASSESSMENTS

1. General. First Parties, for each Lot and Living Unit within the Properties, hereby covenant, and each Owner of any Lot or Living Unit by acceptance or a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with any interest thereon, costs of collection including reasonable attorney's fees shall be a charge on and a continuing lien against the Lot or Living Unit against which such assessment is made. Each assessment, together with any interest thereon, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot or Living Unit at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, the operation, maintenance and repair of any recreational facilities whether owned by the Trustees or a separate Not-For-Profit Corporation and for the acquisition, improvement, maintenance and operation of the Common Property and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance replacement and addition thereto, and for the cost, of labor, equipment, materials management and supervision thereof, and for such other needs as may arise.

3. Annual Assessments. The maximum annual assessment shall, until increased as herein authorized, be Six Hundred Dollars (\$600.00) per Lot and Four Hundred Dollars (\$400.00) per Living Unit Lot; provided, however, that the Trustees may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index - United States All Items Figure as published by the United States Department of Labor Statistics as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such index be discontinued, the Trustees shall utilize a successor index, determined by the Trustees in their sole judgment, to be most similar to the discontinued Index. Notwithstanding any provision of this Subindenture to the contrary, in no event shall the annual assessment or any special assessment under this Article levied against a Living Unit exceed Sixty Six and Two-Thirds percent (66 2/3%) of the same such assessment levied against a Lot hereunder.

The Trustees may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Trustees may change the basis and maximum of assessments (but not the ratio between Lots and Living Units) provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the votes of Owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meetings.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot or Living Unit against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall be delinquent if not paid within the thirty (30) days following such due date.

4. Recreational Facilities. In addition to the uniform annual assessment authorized in Section 3 hereof, the Trustees may, should recreational facilities be located in the Properties or available for use by the residents of the properties, levy uniform annual assessments against the Lots and Living Units for maintenance and operation of such recreational facilities and/or swimming pool, PROVIDED, HOWEVER, that no such assessments shall be levied until the facilities and/or pool have been completed and no part of such assessments shall be expended in payment for the original construction; and, PROVIDED, FURTHER, that any such assessments against the Lots and Living Units shall observe the ratios established in Section 3 of this Article X. All Lots and Living Units shall be liable for the aforesaid assessments, and non-use of said recreational facilities by the Owner of any such Lot or Living Unit shall not excuse or exempt said Lot or Living Unit from payment of such assessment.

5. Storm Water Facilities. In addition to the foregoing, the Trustees are authorized to make separate uniform annual assessments in a maximum amount equal to five percent (5%) of the annual assessment upon and against each Lot and Living Unit for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Properties; PROVIDED, HOWEVER, the separate power granted to the Trustees by this section 5 shall expire with the calendar year following acceptance of any such storm water facilities for the maintenance by the St. Louis Metropolitan Sewer District or another appropriate governmental body or public utility. The assessment under the Section 5 shall be assessed and collected in the same manner as the assessments under Section 3 hereof. The funds so collected shall be paid to the Trustees of the Indenture as and for the assessment under the Indenture and for the purposes set forth herein.

6. Special Assessments. 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 then Owners. If such assessment is approved, either at a meeting of the Owners called by the Trustees, by a majority of the votes cast in person and by proxy, or on written consent of a majority of the total votes, The Trustees shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except, that only those who have paid all assessments theretofore made shall be entitled to vote. The limit of the annual assessments for general purposes as set forth in Section 3 hereof shall not apply to any assessment made under the provisions, of this Section 6. Notice of any special assessment hereunder shall be given, in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

7. Prorations. Should a Lot or Living Unit become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot or Living Unit shall be charged with a portion of the assessment prorated for the balance of that year.

8. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time floating rate of prime interest charged by Mercantile Bank National Association to its best and most creditworthy customers from the date of delinquency until date of payment. Such assessment, together with interest, costs of Collection and reasonable attorney's fees shall constitute a lien upon the Lot or Living Unit against which it is assessed until the assessment, together with interest, costs of collection and reasonable attorney's fees are 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, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot or Living Unit) a release of said lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or-retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot or Living Unit with respect to which assessments have become due and payable prior to a sale or transfer of such Lots or Living Units pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot or Living Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term "mortgage" or "mortgages" shall include deed or deeds of trust.

9. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein.

(i) All Common Property as defined in Article I hereof.

(ii) All properties exempted from taxation under the laws of the State of Missouri.

(iii) All Lots or Living Units owned by First Parties before title to the Lot or Living Unit has been transferred to their first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease or tenancy affecting the Lot or Living Unit.

10. Denial of Use of Recreational Facilities. In addition to the other provisions hereof regarding enforcement of these restrictions and the power to collect assessments, the Trustees hereunder shall be authorized in their discretion to deny the Owner of the Lot or Living Unit delinquent in the payment of assessments the use of any recreational facilities.

11. Keeping of Funds. The Trustees shall deposit the funds coming into 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 and Loan Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

12. Ordinance Compliance. Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with all, subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the Properties may become a part, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

13. Deficiencies. In the event funds on deposit with the Trustees are at any time insufficient for the purposes of this Subindenture, the Trustees shall have authority to borrow monies for such purposes, including loans from First Parties, and to repay such loans out of future revenues and collections of the Trustees, the Trustees may deliver evidence of any such indebtedness, and may secure any such loans by lien (mortgage or deed of trust or otherwise) upon the Common Property. Any such loans, including loans from First Parties, may bear interest at commercially reasonable rates.

ARTICLE IX RESTRICTIONS

1. Building Use. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.

2. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Trustees, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

3. Commercial Use. No commercial activities of any kind shall be conducted within the Properties, but nothing contained herein shall prohibit the carrying on of promotional activities by First Parties, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

4. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.

5. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law.

6. Obstructions. There shall be no obstruction of any portion of the Common Property or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

7. Animals. No animal, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times leashed and no "runs" or other outside structures are erected or installed therefore. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Trustees in their sole judgment) or annoyance to the neighborhood is prohibited.

8. Trucks, Boats, Etc. No trucks or commercial vehicles, boats, motorcycles, campers, recreational vehicles, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural

Control Committee; except only during periods of approved construction on the Lot.

9. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

10. Temporary Structures. No structure of temporary character, trailer, tent, shack garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

11. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by First Parties in connection with the development of the Properties and the sale or rental of homes therein.

12. Garbage. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is approved by the Architectural Control Committee.

13. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of waste through drainage channels in the easements.

14. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Properties. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Properties.

15. Cul-De-Sac. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of St. Louis County and the St. Louis County Department of Highways and Traffic.

16. Fences. No fences or screening of any kind shall be erected or maintained on any Lot between the rear of any building erected upon the Lot and the street upon which such Lot fronts. Fences may be maintained on other portions of the Lots only with written consent of the Architectural Control Committee as to location, material and height, and the decision of such committee to approve or reject a fence shall be conclusive. Nothing herein contained shall prevent placement of fences by the Trustees on the Common Ground.

17. Television Antenna. No exterior television or radio antennae, towers, satellite receiving dishes, or similar structures will be allowed on any Lot in the Properties without prior written consent of the Trustees, which consent shall not be given without unanimous approval of the Trustees.

ARTICLE XI
GENERAL PROVISIONS

These general provisions shall apply to the foregoing Subindenture for the Properties:

1. Enforcement. Enforcement of any of these covenants shall be proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants and may be brought to restrain any such violation and/or to recover damages therefor together with reasonable attorney's fees and court costs.

2. Actions by Trustees. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of said Trustees. No Trustee shall be held personally responsible for his wrongful acts, and no Trustees shall be held responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. The Trustees from time to time serving hereunder, except trustee appointed pursuant to Article IV, Section 4 hereof, shall not be entitled to any Compensation or fee for services performed pursuant to this Subindenture. The Owners shall indemnify and hold the Trustees harmless from and against any and all liability, loss, damage, cost and expense, including reasonable attorneys fees and court costs, which the Trustees may suffer or incur solely by reason of their being Trustees hereunder or by reason of any action taken by the Trustees in good faith believed to be in the best interests of the Owners.

3. Adjoining Tracts. The Trustees hereunder are authorized and empowered to cooperate and contract with Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4. Amendments. The provisions hereof may be amended, modified or changed from time to time by Mason by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment, modification or change so adopted prior to completion of the development (conveyance of all the Lots and Living Units at retail to Third Party residential homeowners) shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri. Without limiting the generality of the foregoing, this Indenture may be amended at any time and from time to time by Mason to add additional property to the Villages at Barrington, Downs. If such additional property is adjacent to the Properties and to subject all or any portion of such additional properties to the terms and restrictions contained herein for recording an instrument of amendment in the St. Louis County Records; upon recording such amendment, the applicable provisions of this Subindenture relating to the increase in number, Trustees hereunder shall become operative. From and after completion or the development, the provisions herein may be amended, modified, or changed by the written consent of two-thirds (2/3) of all the Owners, with any such amendment. Modification or change being recorded in the office of the Recorder of Deeds for St. Louis County, Missouri. No amendment, modification or change shall reduce or modify the obligations or right granted to or imposed upon the Trustees or eliminate the requirement that there be Trustees unless some person 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.

5. Severability. All covenants and agreements herein are expressly declared to be independent and not inter-dependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Properties or any Lot or Living Unit in the Properties shall be of any effect to modify, invalidate, or amend any grant, covenant or agreement herein with respect to the remainder of the Properties, saving always the right to amendment modification or repeal as hereinabove expressly provided.

6. Invalidation. Invalidation Of any one of that covenants of this Subindenture shall in no way affect any other provision hereof.

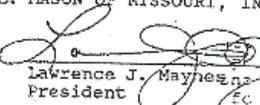
7. Assignment of First Parties Rights. The rights, powers and obligations granted to First Parties may be assigned or transferred by First Parties, or any of them, in whole or in part, to any other person or entity to whom First Parties, or any of them sell, transfer or assign any of the Lots or Living Units in the Properties.

8. Term. Except where permanent easements or other permanent rights or Interests are herein created, the covenants and restrictions of this Subindenture shall run with and bind the Properties for a term which is the longer of; (i) thirty (30) years from the date of recordation of this Subindenture, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners two-thirds (2/3) of the lots and living Units subject hereto has been recorded, agreeing to terminate this Subindenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Properties constituting a portion of the Mixed Use Development District by the County of St. Louis, Missouri, or its successors: (ii) as to any subdivision of the Properties, for the duration of the subdivision encumbered whereby unless continued in effect by the vote of two-thirds (2/3) of the Lots and Living Units in such subdivision by an appropriate instrument filed of record prior ho the vacation of the plats of such subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

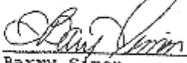
IN WITNESS WHEREOF, the Parties have executed this Subindenture this 17 day of February, 1968.

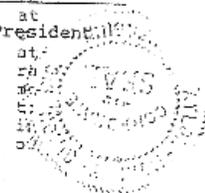
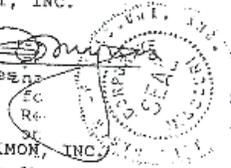
"FIRST PARTIES"

J.L. MASON OF MISSOURI, INC.

BY: 
Lawrence J. Maynes,
President

TAYLOR-MORLEY-SIMON, INC.

BY: 
Barry Simon,
Executive Vice President



CLAYTON SAVINGS AND LOAN ASSOCIATION

BY: John J. Bresler
John J. Bresler,
Executive Vice President

J.R. MAYER MANAGEMENT COMPANY

BY: J. Randall Mayer
J. Randall Mayer
President

BARRINGTON DOWNS DEVELOPMENT CORPORATION

BY: Gerald W. Kerr
Gerald W. Kerr
Vice President

COPPENBARGER HOMES, INC.

BY: Thomas E. Glosier
Thomas E. Glosier
Vice President

MCBRIDE & SON ASSOCIATES, INC.

BY: Richard T. Sullivan, Jr.
Richard T. Sullivan, Jr.
Executive Vice President
Lloyd E. Potts
Lloyd E. Potts

Steven A. Mulien
Steven A. Mulien

Bonald E. Schmitt
Bonald E. Schmitt

John J. Bresler
John J. Bresler

Barry Simon
Barry Simon

J. Randall Mayer
J. Randall Mayer

Michael E. Whiteaker
Michael E. Whiteaker

Gerald W. Kerr
Gerald W. Kerr

Carl Lehne
Carl Lehne

Tom Dettmer
Tom Dettmer

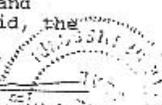
Thomas E. Glosier
Thomas E. Glosier

"TRUSTEES"

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

On this 16th day of February, 1988, before me appeared Lawrence J. Maynes, to me personally known, who, being by me duly sworn, did say that he is the President of J. L. Mason of Missouri, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, by authority of its Board of Directors; and said Lawrence J. Maynes 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.


Michael T. Falkner
Notary Public

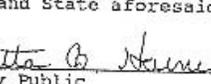
My Commission Expires:

10-1-90

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

On this 15th day of February, 1988, before me appeared Barry Simon, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Taylor-Morley-Simon, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Barry Simon 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.


Patricia B. Hummel
Notary Public

My Commission Expires:

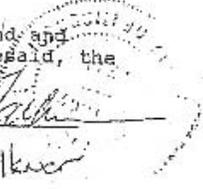
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 17th day of February, 1988, before me appeared John J. Breier, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Clayton Savings and Loan Association, an Association of the State of Missouri and that the seal affixed to the foregoing instrument is the seal of said association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors; and said John J. Breier acknowledged said instrument to be the free act and deed of said association.

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

On this 17th day of Feb., 1987 before me appeared Thomas E. Glosier, to me personally known, who being by me duly sworn did say that he is the Vice President of Copperbarger Homes, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Thomas E. Glosier 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.

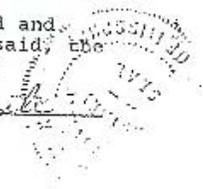

Michael T. Falkner
Notary Public

My Commission Expires:
10-1-90

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

On this 12th day of February, 1988, before me appeared Richard T. Sullivan, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of McBride & Son Associates, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, by authority of its Board of Directors; and said Richard T. Sullivan acknowledged said instrument to be the free act and deed of said corporation.

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

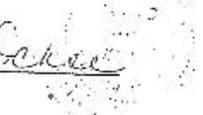

LARA WENTE
Notary Public

My Commission Expires:
3/7/91

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

On this 12th day of February, 1988, before me personally appeared Lloyd L. Potts, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

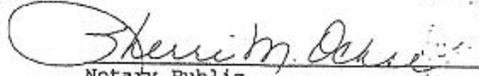

Dennis M. Baker
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO.
ISSUED FROM DISTRICT CLERK'S OFFICE.

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

On this 12th day of February, 1988, before me personally appeared Steven A. Mullen, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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


Notary Public

SHERRI N OCHS
NOTARY PUBLIC STATE OF MISSOURI
My Commission Expires:
MY COMMISSION EXP. NOV. 5, 1989
ISSUED THRU MISSOURI NOTARY ASSOC.

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

On this 12th day of February, 1988, before me personally appeared Ronald E. Schmitt, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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


Notary Public

SHERRI N OCHS
NOTARY PUBLIC STATE OF MISSOURI
My Commission Expires:
MY COMMISSION EXP. NOV. 5, 1989
ISSUED THRU MISSOURI NOTARY ASSOC.

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

On this 17th day of February, 1988, before me personally appeared John J. Breier, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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


Notary Public

My Commission Expires:
JANICE M. LORINO
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 2/26/91
ST. LOUIS COUNTY

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 15th day of February, 1988, before me personally appeared Barry Simon to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Rietta B. Hanel
Notary Public



My Commission Expires:

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 15th day of February, 1988, before me personally appeared J. Randall Mayer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Mary Beth Leach
Notary Public



My Commission Expires:

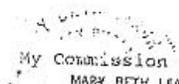
MARY BETH LEACH
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 24, 1991

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 15th day of February, 1988, before me personally appeared Michael E. Whiteaker, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Mary Beth Leach
Notary Public



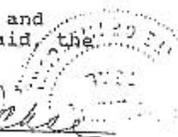
My Commission Expires:

MARY BETH LEACH
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 24, 1991

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 14th day of February, 1988, before me personally appeared Gerald W. Kerr, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

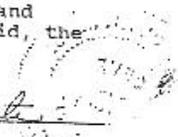

Gerald W. Kerr
Notary Public

EMERGENCY OFFICE
NOTARY PUBLIC STATE OF MISSOURI
My Commission Expires:
BY COMMISSION EXP. NOV. 5, 1988
ISSUED THRU MISSOURI NOTARY ASSOCI.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 12th day of February, 1988, before me personally appeared Carl Lehne, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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


Clare R. Wante
Notary Public
Clare R. Wante

My Commission Expires:

3/7/91

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 12th day of February, 1988, before me personally appeared Ted J. Dettmer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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


Clare R. Wante
Notary Public
Clare R. Wante

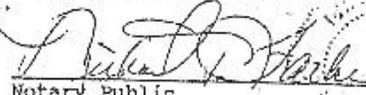
My Commission Expires:

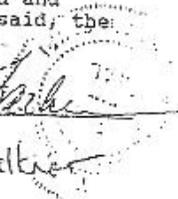
3/7/91

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

On this 17th day of February, 1988, before me personally appeared Thomas E. Glesier, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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


Notary Public
Michael T. Falter



My Commission Expires:
10-1-90

