

**INDENTURE OF TRUST AND RESTRICTIONS FOR OUTLOT A
OF WHITEGATE VILLAS ADDITION**

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR OUTLOT A OF WHITEGATE VILLAS ADDITION made and entered into this 12 day of January, 2008, by and between SUMMIT POINTE, L.C., a Missouri limited liability company, hereinafter referred to as "Grantor," and the SUMMIT POINTE, L.C., a Missouri limited liability company, hereinafter referred to as the "Grantee."

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of real property (the "Property") located in St. Charles County, Missouri, described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

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 receipt and sufficiency of which is hereby acknowledged, 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, the Property, all as hereinafter set forth:

RESTRICTIONS

The following restrictions are imposed upon and against the Property and the Outlot now existing herein:

1. **Building Use.** The Property shall be used for construction of one (1) single family residence.
2. **Resubdivision.** The property shall NOT be resubdivided nor shall a fractional part of the property be sold unless approved by the City of O'Fallon.
3. **Commercial Use.** Except for the promotional activities conducted by Grantor in connection with the development of the Property and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the

applicable zoning ordinances, no commercial activities of any kind shall be conducted on the Property.

4. Nuisances. No loud, noxious or offensive activity shall be carried on upon the Property, 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 the Property.

5. Clothes Lines. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the exterior of any building constructed upon the Property.

6. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except that no more than three dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on the Property, provided that such pets are not kept for any commercial purpose and are at all times (except when enclosed by an in-ground electric fence) leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

7. Trucks, Boats, Etc. Except during periods of approved construction on the Property, no buses, trucks (other than vans and pick-up trucks not exceeding 1 ton) or commercial vehicles (as hereinafter defined), boats, motorcycles, recreational vehicles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on the Property unless parked or stored in an enclosed garage. As used herein, "commercial vehicle" shall mean a motor vehicle designed or regularly used for carrying freight and merchandise or more than nine (9) passengers.

8. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or permitted to remain upon the Property.

9. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic.

10. Out Buildings and Installations. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden shed, barn or other out building shall be installed, constructed or maintained on the Property at any time. Detached garage will be permitted if architecturally treated similar to the main residence.

11. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on the Property; provided, however, that nothing herein shall prohibit (i) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on the Property, or (ii) "for sale" and "for lease" signs, construction

identification signs, builder's signs, directional signs, and other signs erected or displayed by Grantor in connection with the development and the marketing and sale of the residence therein.

12. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on the Property; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on the Property prior to sundown of the same day, or stored in such a manner as to not be visible from the street.

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

14. Fences. No fences or screening of any kind shall be erected or maintained on the Property unless it is installed in strict compliance with the following standards and requirements, to-wit:

(1) The maximum height for full perimeter fencing shall be seventy-two inches (72").

(2) Fencing shall only enclose the rear and or side yards of the Property. Fencing shall be full perimeter, and no fencing shall be erected or maintained on the Property between the front corner of the Living Unit constructed upon the Property and the street.

(3) All fencing shall be vinyl, wrought iron, or wrought iron appearance materials. Under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design.

15. Swimming Pools.

(a) No above ground swimming pools will be allowed on the Property.

(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed to conform with such governmental guidelines.

16. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in the Property.

IN WITNESS WHEREOF, Grantor has executed this Indenture this 7th day of January 2008.

GRANTOR:

SUMMIT POINTE, L.C., a Missouri limited liability company

BY:

Thomas R. Hughes, Managing Member

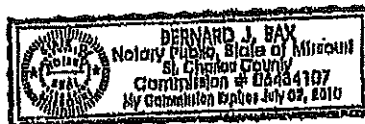
STATE OF MISSOURI)

COUNTY OF ST. CHARLES) ss

On this 7th day of January, 2008, before me personally appeared Thomas R. Hughes, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Summit Pointe, L.C., a limited liability company of the State of Missouri; and that said instrument was signed in behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

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.

Bernard J. Bay
Notary Public



GRANTEE:

SUMMIT POINTE, L.C., a Missouri limited liability company

BY:


Thomas R. Hughes, Managing Member

STATE OF MISSOURI)

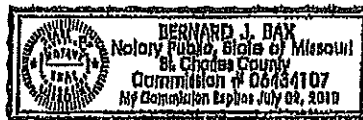
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Notary Public



Space Above Line Reserved for Recorder's Use

1. Title of Document: Indenture of Trust and Restrictions for Outlot A
of Whitegate Villas Addition
2. Date of Document: January 7, 2008
3. Grantor(s): Summit Pointe, L.C.
4. Grantee(s): Summit Pointe, L.C.
5. Statutory Mailing Address(es):
Grantee's Mailing Address: Summit Pointe, L.C.
239 Foxhill Road
St. Charles, Missouri 63301.
6. Legal Description: See Exhibit A annexed to the document
7. Reference(s) to Book and Page(s): N/A

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.