

**THIRD AMENDMENT TO
DECLARATIONS OF DEDICATION AND RESTRICTIONS**

THIS THIRD AMENDMENT TO DECLARATION OF DEDICATION AND RESTRICTIONS (the "Amendment"); entered into as of December 31, 1999 by and between the members of the Wilderness Trails Homeowners Association (the "Association") identified on Exhibit A attached hereto and incorporated herein hereby, amends that certain Declaration of Dedication and Restrictions dated December 30, 1977 (the "Declaration") by James W. Click, Sr. and Alice L. Click, his wife, as Grantors (together, the "Clicks"), which Declaration was recorded in Book 601, Page 279 as the real estate records of the Jefferson County, Missouri Recorder of Deeds Office (the "Recorder").

Background

1. The Association is the successor to the interest of the Clicks as Grantor under the Declaration.
2. The Declaration will, but its terms, expire on January 1, 2000, absent extension thereof by appropriate action.
3. The parties identified on Exhibit A hereto, being at least seventy-five percent (75%) of the owners of lots of the real estate subject to the Declaration (such lots being referred to herein collectively as the "Neighborhood"), are authorized by the terms of the Declaration to extend and otherwise amend the Declaration, and wish to do so.

Agreement

The Association, by and through its members owning at least seventy-five percent (75%) of the lots in the Neighborhood, hereby amends the Declaration as follows:

1. Construction Plans: The section of the Declaration under the heading "Protective Restrictions" is hereby amended to include, as Paragraph 12 thereof, the following:

"No owner or occupant of any portion of the Neighborhood shall construct any improvement within the Neighborhood, or alter the external appearance of any improvement presently existing within the Neighborhood, unless and until (a) it has submitted to the Board of Supervisors of the Neighborhood (referred to herein and in the Declarations as the "Board") (i) plans and specifications, including but not limited to architectural and/or engineering drawings and/or blueprints, in accordance with which such construction and/or alteration are proposed to be effected and (ii) evidence satisfactory to the Board that the party or parties which such owner or occupant wishes to perform such construction and/or alteration has posted a surety bond and/or is insured in an amount sufficient to cover any and all tort and contractual liability which could reasonably result from such activities, including but not limited to damage to Neighborhood common elements such as roadways, curbs and lighting posts and fixtures; and (b) the Board has approved

such plans and specifications in writing. The Board may redress any violation of the restrictions and requirements set forth in the Paragraph by preliminary and/or permanent injunctive relief, entry onto the property on which such violation is being carried out and enforcing the cessation of such violation, and/or suing for damages. In any such litigation, the losing party shall pay the attorneys' fees and costs of the prevailing party."

2. Landscaping. The above-mentioned "Protective Restrictions" section is hereby amended to include, as Paragraph 13 thereof, the following:

"The lawns, trees, bushes, shrubs and other plant life located on each lot within the Neighborhood shall be maintained by the owner of each such lot in an neat and orderly condition, which maintenance shall include but not be limited to trimming of all trees and plants which encroach upon any adjacent property, roadway or other common element of the Neighborhood or which obstruct vehicular or pedestrian vision of roadways or otherwise inhibit the safe, regular flow of traffic. If any such owner fails to cure a violation of the immediately preceding sentence within ten (10) days of being notified thereof in writing, the Board shall have the right to take the action demanded in such notice at the expense of the owner so notified, and all sums expended by the Board in doing so, plus an administrative fee of ten percent (10%), shall constitute a lien on such owner's lot until paid in full. Such lien may be enforced and/or levied upon in accordance with Paragraph 4 under the section of the Declaration captioned "Board of Supervisors".

3. Easements. Notwithstanding any portion of the Declaration to the contrary, including but not limited to Paragraph 3 under the heading "Dedications and Reservations", no owner of any lot (or any portion thereof) in the Neighborhood shall, without the prior written consent of seventy-five percent (75%) of the members of the Association present, in person or by proxy, at a meeting duly called and convened, grant any easement, access right, right of way or similar right to any person or entity, the effect of which would be to provide the grantee thereof with vehicular access to any street or roadway within the Neighborhood. Any such easement of similar grant shall be invalid and of no force or effect. No party may cut, for purposes of installing a private driveway or roadway, any curb adjoining any portion of any roadway located with the Neighborhood, without the prior written consent of a majority of the Board.

4. Annual Meeting. Notwithstanding any provision of the Declaration to the contrary, each annual meeting of the members of the Association shall be held on the second Tuesday of September, in each year the Declaration remains in effect. Such meeting shall be held at a location designed by the Board, within a 5 mile radius of the Neighborhood.

5. Liens. Paragraph 5 of the section of the Declaration under the heading "Board of Supervisors" is hereby amended and, to the extent of any inconsistency, superseded by the following:

"The annual assessment which the Board may charge to any owner of any lot or portion thereof within the Neighborhood, and the amount of the lien which may be asserted and levied upon in respect of such annual assessment, may exceed

\$300.00 per calendar year to the extent of any and all sums which such lot owner owes under the terms of the Declaration. The special assessment referred to in the Paragraph 5 is separate and distinct from such annual assessment."

Paragraph 6 of such section is hereby amended and, to the extent of any inconsistency, superseded by the following:

"All liens referred to in subsection b of this paragraph shall be filed, asserted, levied upon, foreclosed and otherwise dealt with by the Board in accordance with, and shall be governed by, the provisions of the Revised Statutes of Missouri which relate to mechanic's liens."

6. Term. Notwithstanding any provision of the Declaration to the contrary, the Declaration shall remain in effect in perpetuity, unless terminated in accordance with the relevant provisions thereof.

7. Miscellaneous. Upon approval in accordance with the relevant provisions of the Declaration, this Amendment shall constitute a part of the Declaration and be binding on all current owners of real estate in the Neighborhood and all successors of such owners having actual or record notice of its terms. As soon as is practicable after approval and execution, the Board shall cause this Amendment to be recorded in the office of the Recorder of Deeds for Jefferson County, Missouri.

IN WITNESS WHEREOF, the Board, on behalf of the Association, has executed this Amendment as of the date first set forth above.

"The Board"

Fred Koib

Fred Koib

Steven I. Schmidlap

Steven Schmidlap

James H. Moon Jr.

James Moon

Michael Miles

Michael Miles

Ben Craine

Ben Craine

JUNE ELAINE WILHEM
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI, JEFFERSON COUNTY
My Commission Expires: 9/18/2001