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DOCUMENT COVER SHEET

TITLE OF DOCUMENT: DECLARATION OF RESIDENTIAL COVENANTS AND CONDITIONS AND RESTRICTIONS FOR HERITAGE TRAIL

DATE OF DOCUMENT: January 5, 2004

GRANTOR(S): Hayden Homes, Inc.
Mailing Address: #7 The Pines Court, Suite A
St. Louis, Missouri 63141

Griffey Custom Homes, L.L.C.
3555 Hwy. F
Defiance, MO 63376

Vantage Homes, Inc.
P. O. Box 1270
St. Peters, MO 63376

GRANTEE(S): None
Mailing address:

LEGAL DESCRIPTION: THE ESTATES AT HERITAGE TRAILS
as per plat of record in Plat Book 40,
Pages 264, THE MANORS AT

HERITAGE TRAILS as per plat of record in Plat Book 40, Pages 270, in the Office of the St. Charles County Recorder of Deeds.

REFERENCE BOOK AND PAGE: None.

**DECLARATION OF RESIDENTIAL COVENANTS AND CONDITIONS
AND RESTRICTIONS FOR HERITAGE TRAIL**

THIS DECLARATION OF COVENANTS AND CONDITIONS AND RESTRICTIONS, made this 5th day of January, 2003, by and among HAYDEN HOMES, INC., a Missouri corporation ("Hayden"), GRIFFEY CUSTOM HOMES, L.L.C., a Missouri limited liability company ("Griffey"), and VANTAGE HOMES, INC., a Missouri corporation ("Vantage") (Hayden, Griffey and Vantage are sometimes hereinafter referred to individually as the "Declarant" and collectively as "Declarants").

WITNESSETH THAT:

WHEREAS, Declarants are the owners of certain real property in St. Charles County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein, and desire to create thereon a planned community to be known as "HERITAGE TRAIL" with open spaces, streets, roads, walkways and other common facilities for the benefit of said community; and

WHEREAS, the subdivision plat of HERITAGE TRAIL has been recorded in the Office of the St. Charles County Recorder of Deeds in Plat Book 40, Pages 264 and the subdivision plat of THE MANORS AT HERITAGE TRAILS has been recorded in the Office of the St. Charles County Recorder of Deeds in Plat Book 40, Pages 268 and the subdivision plat of THE MEADOWS AT HERITAGE TRAILS has been recorded in the Office of the St. Charles County Recorder of Deeds in Plat Book 40, Pages 270 and all of the foregoing is hereinafter designated as HERITAGE TRAIL; and,

WHEREAS, creation of Heritage Trail has been authorized by Ordinance No. 02-100 approved by the County Council of St. Charles County, Missouri on July 30, 2002, and

WHEREAS, Declarants desire to insure the attractiveness of the development and to preserve, protect and enhance the values and amenities of said

property by the adoption of a sound urban environmental plan and set of covenants and conditions and restrictions to govern said property, and to provide for the maintenance of the Common Ground(s) (hereinafter defined); and

WHEREAS, the Declarants desire to make the Subdivision (hereinafter defined) part of Heritage subdivision and subject to the terms and conditions of the certain Declaration of Trust and Restrictions of Heritage dated as of October 14, 1975 and recorded in the Office of the St. Charles County Recorder of Deeds in Book 715 Page 1296, as amended from time to time (the "Heritage Indenture"); and

WHEREAS, the Heritage Residents Association, a Missouri non-profit corporation, was incorporated pursuant to the Heritage Indenture for the purpose of governing the Heritage subdivision and owning and maintaining certain common ground subject to the Heritage Indenture, as well as for the purpose of administering and enforcing the covenants and conditions and collecting and disbursing the assessments and charges set forth in the Heritage Indenture; and

WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities in said community, to convey the Common Ground(s) to said Heritage Residents Association by separate recorded instrument prior to conveyance of any individual Lots to third parties, and said Heritage Residents Association shall have all the duties and powers contained in this Declaration and in the Heritage Indenture as to Heritage Trail, including without limitation the powers of maintaining and administering the Common Ground(s) and administering and enforcing the covenants and conditions and restrictions hereinafter set forth and in the Heritage Indenture, and collecting and disbursing the assessments and charges created pursuant to the Heritage Indenture; and

WHEREAS, Heritage Residents Association joins in the execution of this Declaration to indicate its consent and affirmation of the terms, conditions and obligations set forth therein; and

WHEREAS, there have been and will be designated, established and recited on a recorded plat or by other appropriate recorded instruments of the Subdivision, easements which are for the exclusive use and benefit of the Heritage Owners shown and to be shown on the Plat, and some of these easements may now or may hereafter be dedicated to public bodies and agencies; and

WHEREAS, it is the purpose of this Declaration to provide a uniform plan for maintaining the Subdivision entrance monuments, plantings and landscaping, fencing, and other approved projects; and to provide certain architectural and design controls of structures; and certain use restrictions, all for the benefit of the

Owners, their successors, and the subsequent Owners, being principally the purchasers of Lots in the Subdivision, so that the Subdivision will have desirable features; and

WHEREAS, the Declarants now create and establish the following Declaration of Covenants and Conditions and Restrictions for HERITAGE TRAIL, which is to be binding on the Property as it may exist at the time of the recording of this Declaration and as the Subdivision may be later augmented by future recorded plat; and

WHEREAS, Declarants hereby declare that all of the Lots described as HERITAGE TRAIL shall be held, sold and conveyed subject to the covenants, conditions, and restrictions stated below and the Heritage Indenture, all of which are for the purpose of enhancing and protecting value, desirability and attractiveness of the Property. These covenants, conditions and restrictions, together with those set forth in the Heritage Indenture, shall run with the Property, and shall be binding on all parties, their heirs, successors, and assigns, regardless of what title or interest they may have in the Property or any part of the Property, and shall inure to the benefit of each Owner.

NOW, THEREFORE, the Declarants declare that the property described as HERITAGE TRAIL and such additions thereto as may hereafter be made pursuant to these covenants and conditions and restrictions is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens of the Heritage Indenture and those hereinafter set forth.

ARTICLE I

DEFINITION OF TERMS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1.1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

Section 1.2. "Association" shall mean and refer to HERITAGE RESIDENTS ASSOCIATION, a Missouri not-for-profit corporation, and its successors and assigns.

Section 1.3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.4. "Bylaws" shall mean and refer to the bylaws of the Association.

Section 1.5. "Common Ground(s)" shall mean and refer to those areas of land, streets, roads, walkways, detention basins and ponds, lakes, easements, perimeter fencing, entrance gates, entrance monument and other common facilities of the Subdivision, if any, owned by the Association and intended to be devoted to the common use and enjoyment of the members of the Association, as more particularly shown on the Plat, as it may be amended from time to time by the Declarant.

Section 1.6. "Covenants and Restrictions" shall mean and refer to the covenants, conditions and restrictions contained in this Declaration.

Section 1.7. "Declarant" or "Declarants" shall have the meanings set forth in the opening paragraph of this Declaration, together with such party's successors and assigns if such successors or assigns should acquire for the purpose of resale to ultimate residential users all Lots en masse then being offered for sale by a Declarant; provided that any such assignment of Declarant rights shall be by written instrument conveying such rights, executed by the parties thereto and recorded in the records of St. Charles County, Missouri.

Section 1.8. "Declaration" shall mean and refer to this Declaration of Residential Covenants and Conditions and Restrictions for HERITAGE TRAIL.

Section 1.9. "Directors" shall mean the from time to time duly elected or appointed members of the Board of Directors of the Association.

Section 1.10. "Heritage" shall mean all of the property subject to the Heritage Indenture from time-to-time.

Section 1.11. "Heritage Indenture" shall have the meaning set forth in the recitations above.

Section 1.12. "Heritage Owner" shall mean the from time to time record owner of the fee simple title to any lot or unit within the Heritage property, including but not limited to the Owners.

Section 1.13. "HERITAGE TRAIL" shall mean and refer to the Subdivision.

Section 1.14. "Living Unit" shall mean and refer to any portion of a building on a Lot within the Property designed and intended for independent residential use.

Section 1.15. "Lot" shall mean and refer to any plot of land shown on the Plat

with the exception of Common Ground(s) as herein defined.

Section 1.16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but shall not mean or refer to the holder of a security interest in any Lot unless and until such security interest holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 1.17. "Plat" shall mean and refer to the subdivision plat of HERITAGE TRAIL recorded in the office of the St. Charles County Recorder of Deeds in Plat Book 40, Pages 264 and ____, the subdivision plat of THE MANORS AT HERITAGE TRAILS recorded in the Office of the St. Charles County Recorder of Deeds in Plat Book 40, Pages 268, and the subdivision plat of THE MEADOWS AT HERITAGE TRAILS recorded in the Office of the St. Charles County Recorder of Deeds in Plat Book 40, Pages 270 and _____, together with any future subdivision plat so recorded regarding additions to the real property of the Property as may later be annexed thereto.

Section 1.18. "Property" shall mean and refer to all real property described in the Subdivision, as more particularly described on Exhibit A attached hereto, and such additions to the real property of the Subdivision as may later be annexed thereto.

Section 1.19. "Rules and Regulations" are those rules and regulations established pursuant to Article III Section 3.2.

Section 1.20. "Subdivision" shall mean and refer to the subdivision known as HERITAGE TRAIL as shown on the Plat.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the Heritage Indenture and to this Declaration is located in St. Charles County, Missouri, and is more particularly described in Exhibit A attached hereto and on the Plat recorded at Plat Book 40 Pages 264 and 270, referencing the Heritage Indenture and this Declaration, in the office of the Recorder of Deeds of St. Charles County, Missouri.

ARTICLE III

PERSONS SUBJECT TO DECLARATION AND TO RULES AND REGULATIONS

Section 3.1. Declaration. All Lot Owners, tenants, trustees, trust beneficiaries, deed of trust beneficiaries, mortgagees, guests and occupants of Lots or Living Units shall comply with the Heritage Indenture and this Declaration. The acceptance of a deed, the exercise of any indicia of ownership, the entering into a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Lot or Living Unit constitutes agreement that the provisions of the Heritage Indenture and this Declaration are accepted and ratified by such Lot Owner, tenant, mortgagee, trustee, trust beneficiary, deed of trust beneficiary, guest or occupant. All the provisions of the Heritage Indenture and this Declaration are covenants running with the land and shall bind any person having at any time an interest or estate in each such Lot or Living Unit.

Section 3.2. Adoption of Rules and Regulations. The Association, through its Board of Directors, may from time to time adopt Rules and Regulations to carry out the intents and purposes of the Heritage Indenture and this Declaration in the best interests of the Heritage community, including the Heritage Owners. All Lot Owners, tenants, mortgagees, trustees, trust beneficiaries, deed of trust beneficiaries, guests and occupants shall comply with the Rules and Regulations as promulgated by the Association, whether or not said Rules and Regulations have been recorded in the records of the St. Charles County, Missouri, Recorder of Deeds.

ARTICLE IV

DECLARANT RIGHTS

Section 4.1. Reservations by Declarant. Notwithstanding any provision of the Heritage Indenture and/or this Declaration to the contrary, the Declarants reserve the following rights, powers and exceptions regarding each and every Lot subject to the terms and provisions of this Declaration:

Section 4.1.1. Lots. Declarants shall have the right to subdivide the Property and create not more than two hundred thirty two (232) lots thereon, exclusive of the Common Ground and streets over the Property.

Section 4.1.2 Signs. Nothing herein shall be construed to prohibit the any Declarant from establishing or erecting such promotional and/or informational signs as it shall determine necessary, in its sole discretion, on the Common Ground

or on any Lot or Lots owned by such Declarant. Any such sign may be of a type, size and character as such Declarant solely shall determine suitable to serve said purposes.

Section 4.1.3. Temporary Structures. Nothing herein shall be construed to prohibit the establishment or maintenance by any Declarant of a temporary trailer or outbuilding for the purpose of a sales office, construction headquarters or other purpose it deems necessary, on any part or parts of the Common Grounds or any Lot or Lots owned by such Declarant, for so long, and until, the last Lot owned by such Declarant has been conveyed to a third party purchaser. Further, nothing herein shall be construed to prohibit the establishment, construction, erection or maintenance by any Declarant of a temporary parking lot or fencing on any part or parts of the Common Ground or Lot or Lots owned by such Declarant, for so long, and until, the last Lot owned by such Declarant has been closed upon by a third party purchaser.

Section 4.1.4 Liability for Assessments. So long as any Lot shall be owned by a Declarant, such Lot shall not be subject to the provisions of, and said Declarant shall not be subject to the requirements of and shall in no manner whatsoever be held responsible for the payment of any annual, special or specific assessment under the Heritage Indenture. Notwithstanding the foregoing, a Declarant may but shall not be obligated to, in its sole and absolute discretion, make contribution(s) to the Association to fund an Association budget deficit, and the Association shall have no obligation to repay any such contribution.

Section 4.1.5. Amendment. Declarants reserve the right, upon the unanimous agreement of the Declarants and with the consent of the Association, to amend this Declaration by modification, addition or deletion of any provision hereof for a period of five (5) years from the date of recording or until sixty (60) days after all Declarants have closed upon and conveyed all Lots in the Subdivision to third party purchasers, whichever shall first occur.

Section 4.1.6. Refunds. Declarants expressly reserve all right, title and interest in and to any utility or development deposits or escrows arising from or out of the development of the Property, the Lots and/or any improvements thereon.

Section 4.2. Street Lighting. Declarants may, upon the unanimous agreement of the Declarants and with the consent of the Association, enter into a binding contractual arrangement with an electric company to provide street lights to the Subdivision, and the Association shall take by assignment the Declarants' contractual obligations.

Section 4.3. Consent. The Association acknowledges and consents to the foregoing reserved rights of the Declarants.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 5.1. The Association is vested with the right in its own behalf and on behalf of each Lot Owner to enforce all the restrictions, conditions, easements, liens and covenants contained in this Declaration and in the Heritage Indenture. The restrictions, conditions, easements and covenants set forth herein are in addition to, and not limitation of, those set forth in the Heritage Indenture.

Section 5.2. Every right, duty, power and privilege that this Declaration gives the Association, shall be vested in the Board, unless otherwise specified.

Section 5.3. The Association, through the Board, subject to the rights of the Owners and/or Heritage Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Ground(s), the easement areas and all improvements to them (including furnishings and equipment related to them, if any), and shall keep them in good, clean, attractive and sanitary condition, order and repair.

Section 5.4. The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it by this Declaration or reasonably necessary to effectuate any such right or privilege.

Section 5.4.1. In addition to, and not limitation of, the rights and privileges granted the Association pursuant to Section 5.4 above, the Association, through its Board of Directors, shall have the power to contract for removal of trash and recyclable materials on behalf of the Owners and the Subdivision.

Section 5.5. The Owners shall be entitled to elect not less than two (2) Directors of the Association, each of whom shall initially be appointed by agreement of the majority of the Declarants and known as the Original Directors. The Original Directors shall be appointed for the term provided in the Bylaws.

ARTICLE VI

DESIGN REVIEW AND ENVIRONMENTAL RESTRICTIONS

The Property shall be subject to the following design review and environmental restrictions, in addition to those restrictions and design review procedures set forth in the Heritage Indenture:

Section 6.1. Roofing Shingles. The roof of any structure upon any Lot shall be constructed with architectural shingles of a quality and style equal to or greater than the GAF Timberline thirty (30) year shingles (Year 2002 model), or such equivalent as the Association may approve from time to time.

Section 6.2. Mailboxes. The mailbox for any Living Unit and/or Lot may only be replaced with models of a quality and style equivalent to the Hanover M66 mailbox or such other model(s) as the Association may approve from time to time.

Section 6.3. Lakes, (Detention Basins) and Drainage System. Lakes (detention basins), if any, may contribute measurably to the overall cohesiveness and aesthetic appeal of the Subdivision; but more importantly, they may serve an essential engineering purpose as an integral part of the drainage system. Particular attention shall be given to erosion control and the prevention of the introduction of dirt, sand, mud or silt into the drainage facilities. Each Owner (including the Declarants), with respect to such Owner's Lot, shall ensure that these sewers, drainage channels and lakes (detention basins) are kept free of trash and refuse. Any discharge of liquid or solid waste or sanitary waste into the interior drainage facilities from any Lot is expressly prohibited. Specific precautions shall be taken to exclude or prevent petroleum products, polluting-type fertilizers, insecticides, herbicides, and to minimize rock salt and other snow and ice melting chemicals from entering the storm sewer and interior drainage system. No structure, planting or activity shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels or obstruct or retard the flow of water through said drainage channels. If any Owner fails to comply with these provisions, the Association is empowered to correct all violations at the expense of the Owner concerned, which expenses shall be collectible as provided in Section 13.4 below.

Section 6.4. Building Setback Lines. No building shall be located on any Lot nearer to the front, side or rear Lot lines than the minimum setback lines shown on the Plat. No habitable structure, excluding decks and screened porches, but including any all-season structure, shall be located on any Lot nearer to the front Lot line than twenty-five (25) feet. In no event shall the foregoing setback requirements

apply to any overhang or projection from a building.

Section 6.5. Uncompleted Structures. No building, addition or alteration, other than new construction undertaken by a Declarant, shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction.

Section 6.6. Frontage. All residences shall present a good, well-maintained frontage harmonious in design to the neighborhood, on the street on which it is located as shown on the Plat. Residences located on corner lots shall present a good, well-maintained frontage harmonious in design to the neighborhood on both streets.

Section 6.7. Driveways. Driveways must be constructed of concrete or asphalt. Each Owner must maintain the driveway on his Lot in good repair and in its natural color. Any repair or replacement of a driveway shall be undertaken using reasonably similar material, color and craftsmanship as the original driveway. The Association may require a driveway to be replaced if the Owner of such Lot has not kept such driveway in good repair and in its natural color.

Section 6.8. Swimming Pools. In-ground swimming pools may be constructed or placed on any Lot upon the prior written consent of the Association. Any swimming pool must be located in the rear yard area between parallel lines extended from the sides of the Living Unit to the rear property line of such Lot, and shall be constructed of quality materials and installed in a manner to prevent water leakage and structural collapse; provided, however, pools on corner Lots may be constructed or placed on side yards so long as such pool is behind the building line(s) set forth on the Plat. Above-ground and partially above-ground swimming pools of any kind on any Lot are expressly prohibited.

Section 6.9. Fences; Storage Areas. No fencing, fencing of patios, or storage areas of any type shall be erected or maintained on any Lot without the prior written approval of the Association. The Association shall have the power to promulgate such Rules and Regulations as it deems necessary permitting the erection, installation, construction and maintenance of fences, including so called "invisible fences" upon any Lot and regulating the placement and/or location thereof. Further, the Association shall have the power to promulgate such Rules and Regulations as it deems necessary permitting the erection, installation, construction and maintenance of uniform fences, including so-called privacy fences, over such portion of those Lots proximate to the northern property line of the Subdivision (which property line that is proximate to the right-of-way of Missouri State Route 364 (a/k/a Page Avenue)), for purposes of screening said highway from such Lots. Each Owner that installs or otherwise maintains any fence permitted by the

Association shall be solely responsible for its care and maintenance. Notwithstanding the foregoing, (i) chain link fences, cyclone fences and fences of similar design are in all events expressly prohibited, and (ii) fences shall only be permitted in the rear yard of a Lot (i.e., behind the Living Unit on such Lot), provided, however, fencing on corner Lots may be erected on side yards so long as such fencing is behind the building line(s) set forth on the Plat.

Section 6.10. Laundry Lines and Flag Poles. No permanent poles for attaching wires or lines for the purpose of hanging laundry shall be constructed on any Lot. Temporary, foldable or removable devices may be used so long as they are not kept erected for more than twenty-four (24) hours at a time. No permanent flag poles may be constructed or erected on any Lot; provided, however, flag poles mounted on a Living Unit shall be permitted, subject to such reasonable Rules and Regulations as the Association may deem necessary. Temporary or removable devices may be used for the purpose of displaying flags, so long as they are not kept erected for more than twenty-four (24) hours at a time.

Section 6.11. Solar Collectors. No Lot shall have an exterior solar collection system, wind generator system or any other similar type system or appliance without prior approval of the Association.

ARTICLE VII

RECONSTRUCTION

Each Owner, his successors and assigns, hereby covenants and agrees to maintain his Lot and Living Unit in a neat and proper condition and to perform all necessary repairs from time to time in accordance with the Heritage community standards, as the same may be more particularly described in the Rules and Regulations..

7.1 Partial Loss. Each Lot Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction, the Lot Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

7.2 Total Loss. In the event that the structure is totally destroyed and the Owner determines to reconstruct, the Lot Owner shall proceed promptly to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed before improvement in accordance with all applicable laws and regulations applicable thereto.

ARTICLE VIII

INSURANCE

Section 8.1. Owner Responsibility. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants that the Association has no responsibility to provide casualty, contents coverage and/or liability insurance exclusive to any Owner, and each Owner shall be responsible for obtaining and maintaining insurance for its own benefit.

ARTICLE IX

USE RESTRICTIONS

The Property shall be subject to the following use restrictions for and on behalf of each and every Owner of any Lot in HERITAGE TRAIL, their grantees, lessees, successors, and assigns, to the extent such use restrictions are more restrictive than those use restrictions set forth in the Heritage Indenture. In the event the use restrictions set forth in the Heritage Indenture are more restrictive than the restrictions set forth in this Article IX, said Heritage Indenture shall govern:

Section 9.1. Land Use.

Section 9.1.1. No structure shall be used for a purpose other than that for which the structure was originally designed without the approval of the Association.

Section 9.1.2. No Lot shall be improved, used or occupied other than for residential occupancy by a single family without the express written approval of the Association. A single family means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants.

Section 9.2. Resubdivision. No Lot depicted on the Plat shall be subdivided nor shall a fractional part of any Lot be sold without the consent of the Association. This provision shall not, however, require the consent of the Association for the sale of an entire Lot as shown on the Plat.

Section 9.3. No Commercial Activities. No commercial activities of any kind shall be conducted on any Lot other than home professional pursuits without employees which produce minimal public visits or non-residential storage, mail or trash; nor shall any signs, window displays or advertising be maintained for permitted on any Lot or structure thereon, for any commercial activity or home

professional pursuit.

Section 9.4. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood in the judgment of the Association. No exterior lighting emanating from any Lot shall be directed outside the boundaries of such Lot.

Section 9.5. Maintenance of Lots and Living Units. Each Owner shall maintain and keep his Lot and Living Unit (including all areas or facilities exclusively reserved for such Lot) in good order and repair, and shall do nothing which will (i) prejudice the structural integrity of any improvements, (ii) which would be in violation of law, or (iii) increase the rate of insurance of the Association. Each Owner shall maintain, repair and replace, at his own cost and expense, any portion of his Living Unit requiring maintenance, repair or replacement. Further, in no event shall an Owner make any alteration, replacement or change, nor place any screen or other enclosure on any deck, balcony or patio or any other parts of the Lot or Living Unit or Common Ground(s) without the prior written approval of the Association.

Section 9.6. Obstructions. There shall be no obstruction of any portion of the Common Ground(s) or any storage or construction or planting thereon by any Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on the Common Ground(s) or any Lot, and, except upon the prior written approval of the Association and subject to Section 9.7 below, no structure or facility for housing of pets or animals shall be placed or maintained in any portion of the Common Ground(s) or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

Section 9.7. Animals. No animals, including but not limited to reptiles, birds, horses, rabbits, poultry, cattle or livestock of any kind, shall be brought onto or kept on the Property, except that no more than two dogs, cats or other household pets (except house pets with vicious propensities or which effect the Association's and/or Owner's ability to obtain liability insurance at customary and ordinary rates) may be kept or maintained on any Lot, provided that such pets are leashed outside the Living Unit unless kept in an enclosed rear yard. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Association in its sole judgment) or annoyance to the neighborhood is prohibited.

Section 9.8. Overhead Wiring. No power, telephone, cable television or other similar utility distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing of the Association.

Section 9.9. Obstruction of Traffic. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 9.10. Video and Audio Signal Devices. No Owner may install any satellite dish, antenna and similar device (collectively, a "Device") for the receipt and/or transmission of television, radio, satellite or other signals of any kind, except that the Declarants and Association shall have the right, without obligation, to erect or install and maintain a central antenna system consisting of transmission Devices or reception Devices for the benefit of the Owners or a group of Owners. Each Owner may install: (a) a Device designed to receive and transmit direct broadcast satellite service which is one meter or less in diameter; (b) a Device designed to receive video programming services via multi-point distribution services which is one meter or less in diameter or diagonal measurement; or (c) a Device designed to receive television broadcast signals, provided that any such permitted Device is placed in the least conspicuous location on the Lot or Living Unit at which an acceptable quality signal can be received and is not visible from the street, or neighboring Living Units or is reasonably screened from the view of the street or adjacent dwellings, unless such screening unreasonably interferes with the use of such permitted Device. The Association shall have the authority to promulgate such reasonable rules and regulations as it deems necessary permitting the erection, installation, construction and maintenance of certain satellite dishes upon a Living Unit or Lot and regulating the placement and/or location thereof.

Section 9.11. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No outbuildings, sheds, shacks, barns or other structures, whether of temporary character or not, other than the Living Unit constructed on each Lot, shall be constructed or maintained on any Lot without the prior written consent of the Association.

Section 9.12. Garages. All garages must be attached to the main residence on a Lot and must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house. Carports are not permitted without the prior written approval of the Association.

Section 9.13. Shoreline Contours. Shoreline contours of detention basins or lakes, if any, may not be changed without the written approval of the Association. No Lot shall be increased in size by filling in the waters, if any, upon which it abuts.

Section 9.14. Refuse. No refuse of any kind shall be disposed of or placed in the lakes, detention basins, drainage channels, storm sewers or on the other Common Grounds.

Section 9.15. Signs. Except as otherwise herein provided, no signs, window displays, or advertising signs shall be placed on any Lot or structure without the prior written consent of the Association. One exception is customary name and address signs not to exceed twenty-four (24) square inches in size. Another exception is one "For Sale" or one "For Lease" sign, not to exceed five (5) square feet in size, which may be placed on each Lot for the sole and exclusive purpose of advertising for sale or lease the Lot upon which is it placed. This use restriction is subject to the provisions of Article IV encompassing reservations of the Declarant.

Section 9.16. Grades. Within any slope area established on the plats and plans, no structure, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction or flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner thereof, except for those improvements for which a public authority or utility is responsible. Notwithstanding anything in this Declaration to the contrary, the provisions of this Section shall apply to any Lot owned by a Declarant.

Section 9.17. Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in burrowing oil, natural gas or minerals shall be erected, maintained or permitted upon any Lot.

Section 9.18. Dumping of Trash and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage or other waste shall not be kept except in sanitary containers or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored outside a building on any Lot, except that beginning two (2) hours prior to sunrise on any day designated for trash pickup, said trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pickup. Trash cans or receptacles shall be removed and secured within the improvements for each Lot not later than two (2) hours following sundown of the same day.

Section 9.19. Fuel Tanks. No fuel tanks or containers of any nature shall be placed, erected, installed or constructed on any Lot. No underground, enclosed propane tank shall be allowed without prior approval of the Association.

Section 9.20. Rentals and Boarders. Owners shall not have the right to rent rooms. No "boarders" shall be permitted to reside in the Subdivision. A "boarder"

shall include a person who is not a member of the immediate family of the Lot Owner or principal occupant of a dwelling (with the exception of parents or foreign exchange students) but who resides therein and pays rent or remuneration in kind to the Lot Owner or principal occupant.

Section 9.21. Storage of Personal Property and Vehicles. Personal property including, without limitation, boats, trailers of any kind, campers, motorcycles, commercial vehicles, camper shells and all-terrain vehicles (ATV's), shall not be parked, placed or stored permanently or temporarily in the open on the Property, including the Subdivision streets, Common Ground(s) or any Lot. The Board of Directors may cause any item of such personal property parked, placed or stored in violation of the terms of this Declaration or the Rules and Regulations to be towed or removed at the owner's expense.

Section 9.21.1. Recreational vehicles such as motor homes must be stored inside a garage.

Section 9.21.2. No tractor trailers shall be placed on any Lot.

Section 9.21.3. No commercial vehicles will be allowed unless they are stored in a garage. This prohibition shall not apply to temporary parking of trucks or commercial vehicles of pickup or delivery, construction (provided such construction has been previously approved by the Association, if required hereunder), or other commercial services. The term commercial vehicle includes any truck, van or other motor vehicle with (i) commercial plates, tags or registration, and/or (ii) signage, ladder racks and/or other attachments; provided, however, pickup trucks and van type vehicles with a capacity of three-quarters (3/4) ton or less and (x) used exclusively for private or personal purposes, (y) without signage, ladder racks and/or other similar attachments, and (z) not in any manner used for commercial or business purposes, shall not be classified as commercial vehicles.

Section 9.21.4. No disabled, vagrant, unlicensed or inoperable motor vehicle shall be placed on any Lot.

Section 9.21.5. No repairing, body work or painting of any motor vehicle, including passenger cars, except while in an enclosed garage, shall be permitted and only then when the repairing, body work or painting is occurring to a motor vehicle owned by a resident dwelling on the Lot on which such activity takes place.

Section 9.21.6. Parking on the Common Ground(s) (if any portion of the Common Ground(s) is designated for parking) and upon streets of the Subdivision is limited to passenger automobiles of temporary guests only.

Passenger automobiles of permanent residents shall only be parked on the driveway and/or garage of such Lot owned by such resident. In no event may any permanent resident of the Subdivision park his or her motor vehicle on the Common Ground(s) or the streets of the Subdivision.

Section 9.21.7. In no event shall any motor vehicle of any type or description be parked (i) for any time on the unpaved portion of any Lot or (ii) "overnight" on any Subdivision street. For purposes of this paragraph, overnight shall mean any time between the hours of midnight and 7:00 A.M.

Section 9.21.8. The Association shall have the power to promulgate such Rules and Regulations not inconsistent with the provisions of this Declaration as it deems necessary to further regulate parking on the Property.

Section 9.21.9. Notwithstanding anything to the contrary in this Section 9.21, the Association shall have the right and authority to store upon the Common Ground(s) such personal property (including without limitation trailers, landscape maintenance equipment and lamp-posts) owned, leased or otherwise used by the Association for the benefit of the Subdivision and/or Heritage, provided such personal property is stored in a neat manner and is reasonably screened and buffered, by use of landscaping (including without limitation shrubs, hedges, trees and berms), from view from the Subdivision streets and the Living Units upon any Lots adjacent to such Common Ground(s). Further, the Association shall have the right and authority to construct and maintain one or more buildings upon the Common Ground(s) for purposes of storing such personal property, so long as said buildings are screened and buffered as provided in the immediately preceding sentence.

Section 9.22. Landscape Restrictions. Subject to Section 9.9 above, in no event shall any Owner remove any live tree with a caliper of six (6) inches or more from his Lot or the Common Ground without the written approval of the Association.

Further, the Association and each Owner shall abide by such applicable governmental ordinances, rules and regulations in effect from time to time regulating landscape management.

Section 9.23. Grounds Maintenance. Each Owner shall keep all grass, plantings and other vegetation on such Owner's Lot neatly cut, trimmed and in healthy condition. No grass shall be allowed to grow taller than eight (8) inches on any Lot.

Section 9.24. Indemnification for Actions for Others. Each Owner does hereby indemnify the Association, its officers and directors, and other Owners and occupants for the actions of Owner and Owner's children, tenants, guests, pets,

servants, employees, agents, invitees or licensees.

SECTION X **EASEMENTS**

Section 10.1. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Such easements shall include the rights of egress and ingress for construction and maintenance purposes. No structure, planting or other material shall be permitted to be placed or remain within easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels, or which in any other manner obstruct the use for which these easements are reserved. The easement area on each Lot and all improvements in it shall be maintained by the Owner of such Lot, except for those improvements for which a public authority or utility company is responsible.

Section 10.2. Maintenance Easement. The Declarants do hereby give, grant, extend and confer to the Association, its successors and assigns, an easement to landscape, maintain, repair and reconstruct the Common Grounds, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, subject to the following conditions and limitations.

Section 10.2.1. The Association may use such additional space on the Property adjacent to the Common Grounds as may be required for temporary working room during the reconstruction, maintenance or repair of the items discussed in Section 10.2.

Section 10.2.2. All provisions of this section, including the benefits and burdens, run with the Common Grounds and are binding upon and inure to the successors and assigns of the Association and the Declarants.

Section 10.3. Encroachment. Through construction, settlement or shifting, should any part of a Living Unit, as originally constructed by a Declarant, encroach upon and/or overhang the Common Ground(s) or upon any other Lot, perpetual easements for the use and maintenance of any such encroachment and for the use of the space required for such maintenance are hereby established and shall exist for the benefit of the Owner of the encroaching property; PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner.

Section 10.4. Easements Appurtenant. Subject to the provisions of this Declaration, each Owner is granted a perpetual easement, running with the

ownership of such Living Unit, to use and occupy the balcony, deck, terrace, patio, sidewalks, driveways and garage, if any, which are part of the Living Unit, should there be any encroachment on the Common Ground(s) or any other Lot; PROVIDED, HOWEVER, that no Owner shall enclose, decorate or landscape any such balcony, deck, terrace, patio, sidewalk, driveway or garage contrary to any rules or regulations established by the Association.

Section 10.5. Easements in Gross. The Property and each Lot shall be subject to a perpetual easement in gross to the Association, its employees, contractors and agents, for ingress and egress, to perform the Association's obligations and duties as required by this Declaration and/or the Heritage Indenture. Should it be necessary to enter a Lot or Living Unit to effect a necessary repair, Association employees, contractors and/or agents shall be entitled to entrance by exhibiting to the Owner an order from the Association.

Section 10.6. Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on each Lot Owner, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE XI

MAINTENANCE

Section 11.1. Association's Responsibility. The Association shall maintain and keep in good repair the Subdivision entrance monument(s), Common Ground(s), street trees, landscaping and shrubs within street right-of-way areas, detention basins, lakes and other projects and improvements of the Association. Maintenance shall be funded by the Association assessments as more particularly provided in the Heritage Indenture.

Section 11.2. Owner's Responsibility. Except as provided in the next sentence, all maintenance of the Lots, and all structures, sidewalks, driveways and other improvements within or upon the Lots, shall be the sole responsibility of the Owner who shall perform such maintenance in a manner consistent with the standards of this Declaration. Each Owner hereby covenants and agrees to maintain his Lot in a neat and proper condition (including all grass and ground cover) and to perform all necessary repairs; provided, however, the Association is required to maintain and repair landscaping (but not the grass and other ground cover, which is the Owner's responsibility), fencing or entrance monuments on the Association's easements which are located on any part of a Lot. The Lot Owner's obligations with respect to maintenance of utility easement areas are described in

Section 10.1 above.

ARTICLE XII

UTILITIES/JOINT CONNECTIONS

The rights and duties of the Owners of Lots and Living Units within the Property with respect to sewer, water, electricity, gas and telephone connections thereto shall be subject to the following conditions:

Section 12.1. Easements. Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Ground(s). Whenever connections of sanitary sewers, storm sewers, water, electricity, gas, telephone lines, television aerial lines, cable television lines or any other utilities are installed within the Property, and the connections, or any portion thereof, lie in or upon Lots or Living Units thereon owned by others than the Owner and/or Lot served by said connections, the utility companies and their employees, agents and contractors, as well as the Association and the Owners of any Lots or Living Units served by said connections shall have the right, and are hereby granted easements to the full extent necessary to construct, reconstruct, repair, replace and maintain said connections, and to enter upon Lots within the Property in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary.

Section 12.2. Restoration. In conjunction with any repair, replacement or maintenance of any connection, the premises thereby affected shall be restored to their condition prior to such repair, replacement or maintenance and the cost thereof borne by such party undertaking or otherwise causing such repairs.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1. Duration. The covenants and conditions and restriction of this Declaration and the Heritage Indenture shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot, his respective legal representatives, heirs, successors and assigns, until this Declaration is terminated as hereinafter provided or the Property (or portion thereof) is taken by eminent domain, provided, if less than all the Property is taken by eminent domain, said covenants and conditions and restrictions shall terminate only with respect to such portion of the Property so taken.

Section 13.2. Amendment. Subject to the provisions of Section 4.1.5 and

Section 13.3 hereof, this Declaration may be amended upon the vote, agreement or written consent of the Owners of at least two-thirds (2/3) of the Lots, provided that no such amendment shall modify the Association's rights and responsibilities hereunder without the written consent of the Association. Amendments to this Declaration shall become effective upon recordation in the St. Charles County Office of the Recorder of Deeds, unless a later effective date is specified in the recorded Amendment. This Section is subject to the provisions of Article IV encompassing rights of Declarants. No action to challenge the validity of an amendment adopted by the Owners pursuant to this Section 13.2 may be brought more than one (1) year after such amendment is recorded as provided above.

Section 13.3. Termination. The covenants and conditions and restrictions of this Declaration may be terminated upon the vote, agreement or written consent of the Owners of at least eighty percent (80%) of the Lots, provided the Property shall remain subject to the covenants and conditions and restrictions set forth in the Heritage Indenture, including without limitation the assessment and lien provisions set forth therein. This Section 13.3 may be amended only upon the vote, agreement or written consent of the Owners of at least eighty percent (80%) of the Lots.

Section 13.4. Assessments and Lien Rights. Subject to the provisions of Section 4.1.4 hereof, each of the Lots shall be subject to the assessments allowed pursuant to the Heritage Indenture and any delinquent assessment shall constitute a lien against the applicable Lot, all as more particularly provided in the Heritage Indenture.

Section 13.5. Severability. Every provision of this Declaration is declared to be independent of and severable from every other provision. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain unimpaired and in full force and effect.

Section 13.6. Captions and Gender. Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions. Any reference to the masculine shall include the feminine and any reference to the feminine shall include the masculine and any reference to the singular shall include the plural.

Section 13.7. Conflict. The Association shall use its best efforts to give effect to the terms and provisions of both the Heritage Indenture and this Declaration. In the event of any conflict between the express provisions of the Heritage Indenture and this Declaration, the terms of the Heritage Indenture shall prevail

[Remainder of this page intentionally left blank.]

DECLARANTS:

HAYDEN HOMES, INC.

By: _____

Dennis M. Hayden, President

GRIFFEY CUSTOM HOMES, L.L.C.,
a Missouri limited liability company

By: _____

Name: Timothy A. Griffey

Title: President

VANTAGE HOMES, INC.,
a Missouri corporation

By: _____

Name: Ted J. Dettmer

Title: President

ASSOCIATION:

HERITAGE RESIDENTS ASSOCIATION,
a Missouri non-profit corporation

By: _____

Name: Carl J. Maus

Title: President, HRA

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

On this 5th day of January, 2004, before me appeared Dennis M. Hayden, to me personally known, who, being by me duly sworn, did say that he is the President of HAYDEN HOMES, INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of

Directors; and said President acknowledged said instrument to be the free act and deed of said corporation.

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

Diane Dees
Notary Public

My commission expires: November 7, 2005

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

On this 5th day of January, 2004, before me appeared Timothy A. Griffey, to me personally known, who, being by me duly sworn, did say that he is the President of GRIFFEY CUSTOM HOMES, L.L.C., a limited liability company of the State of Missouri, and that said instrument was signed in behalf of said company, by authority of its Members; and said Timothy A. Griffey acknowledged said instrument to be the free act and deed of said 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.

Diane Dees
Notary Public

My commission expires: November 7, 2005

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

On this 5th day of January, 2004, before me appeared Ted J. Dettmer, to me personally known, who, being by me duly sworn, did say that he is the President of VANTAGE HOMES, INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said officer 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.

Diane Dees
Notary Public

My commission expires: November 7, 2005

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

On this 5th day of January, 2004, before me appeared Carl J. Maus, to me personally known, who, being by me duly sworn, did say that he is the President of HERITAGE RESIDENTS ASSOCIATION, a non-profit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said officer 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.

Diane Dees
Notary Public

My commission expires: November 7, 2005

CONSENT OF MORTGAGEE

The undersigned, holder of the following Deeds of Trust, recorded in the Office of the Recorder of Deeds within and for St. Charles, County, Missouri at the following Book(s) and Page number(s), to-wit:

<u>Book</u>	<u>Page</u>
Recorded 12/23/03 yearly	176174
Recorded 12/23/03 yearly	176175

does hereby consent to the foregoing Declaration of Residential Covenants and Conditions and Restrictions for HERITAGE TRAIL and subordinate(s) the lien(s) of said Deed(s) of Trust thereto.

Dated January 5, 2004

By: Mark L. Wolz, Commercial Lender

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

On this 5th day of January, 2004, before me appeared Mark L. Wolz, to me personally known, who, being by me duly sworn, did say that (s)he is the Commercial Lender of First Bank, 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 Commercial Lender 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.

Jill Hackmann
Notary Public

My commission expires: May 18, 2007