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STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
RECORDER OF DEEDS  
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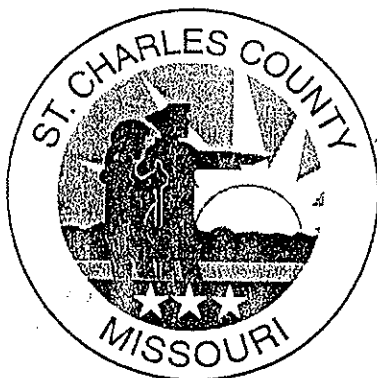
By *Barbara J. Hall*  
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# Recorder of Deeds Certificate St. Charles County Missouri

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Barbara J. Hall  
Recorder of Deeds  
201 North Second Street, Suite 338  
St. Charles, MO 63301

UST

INDENTURE OF TRUST AND RESTRICTIONS FOR  
 AMBER MEADOWS  
 UST-SMISC, ST. CHARLES COUNTY, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR AMBER MEADOWS (the "Indenture"), made and entered into as of this 24th day of DECEMBER, 2002, by and between FIRST LAND COMPANY OF ST. CHARLES COUNTY, INC., a Missouri corporation (hereinafter referred to as "First Party") and LAWRENCE E. ROLWES, JAMES G. ROLWES and PHILIP G. ROLWES, all of St. Louis County, Missouri, (hereinafter collectively referred to as "Original Trustees").

WITNESSETH THAT:

WHEREAS, First Party is the owner of a tract of real property (the "Property") located in St. Charles County, Missouri, as more particularly described on Exhibit A and Exhibit B and illustrated on Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, the City of O'Fallon has zoned the Property "R-1" single family residential district, and

WHEREAS, First Party has caused the Property to be subdivided under the name "AMBER MEADOWS" and has caused or will cause the record plat of such Subdivision to be recorded in the St. Charles County Records Book 39, Page 240; and

WHEREAS, Common Land has been reserved on the plat of AMBER MEADOWS. There has been designated, established and recited on such plat certain streets, Common Land and easements which are for the exclusive use and benefit of the residents of the Property, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies and which have been provided for the purpose of constructing, maintaining and operating sidewalks, sewers, pipes, poles, wires, storm water drainage, homes, landscaping, parks and other facilities and public utilities for the use and benefit of the residents of the Property; and

WHEREAS, First Party, being the owner of the Property, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to preserve the Property, subdivided as aforesaid, as a restricted neighborhood and to protect the same against certain uses by the adoption of this Indenture, and to apply the plan contained in this Indenture to all of said land described herein, including all Common Land, and

mutually to benefit, guard and restrict future residents of the Property and to foster their health and safety; and

WHEREAS, all terms, reservations, limitations, conditions, easements and covenants herein contained, and all of which are sometimes hereafter termed "restrictions," 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, any of the Lots and parcels of land in the Property, that the Property shall be subject to the terms, conditions and restrictions hereof and so covenant and agree as hereinafter set forth:

## ARTICLE I

### DEFINITION OF TERMS

The following terms when used in this Indenture (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 for the common use and enjoyment of all Owners, including, without limitation, parks, open spaces, lakes, streets, paths, walkways, 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 Property or that any such facilities will be constructed upon Common Ground.
3. "County" shall mean and refer to St. Charles County, Missouri, a political subdivision of the State of Missouri.

4. "City" shall mean and refer to the City of O'Fallon, Missouri, a political subdivision of the State of Missouri.
5. "Consumer Price Index" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, (1982-84=100) published by the Bureau of Labor Statistics, United States Department of Labor.
6. "First Party" shall mean and refer to FIRST LAND COMPANY OF ST. CHARLES COUNTY, INC., a Missouri Corporation, its successors and assigns, including, but not limited to, ROLWES HOMES, INC., a Missouri corporation, or any builder or developer who purchases all or substantially all of the vacant Lots or parcels of land constituting a portion of the Property for the purpose of building residences thereon for sale to third persons.
7. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for AMBER MEADOWS, St. Charles County, Missouri, as from time to time amended.
8. "Lot" shall mean and refer to any plot of land, with the exception of the Common Ground and streets, shown on a recorded subdivision plat of the Property.
9. "Ordinances" shall mean and refer to the City of O'Fallon Ordinances, as from time to time may be amended.
10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding First Party.
11. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.
12. "Trustees" shall mean and refer to those persons designated in the preamble to this Indenture, and their successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof.
13. "Master Association" shall mean the Brook Hollow/Amber Meadows Master Homeowners Association, a Missouri nonprofit corporation, its successors, and assigns.
14. "Master Board of Directors" shall mean and refer to the Board of Directors of the Master Association.

15. "Master Common Ground" shall mean (i) all areas labeled "Master Common Ground" (if any) on the Plat (as Hereinafter defined) and improvements therein, as more fully set forth in the Master Declaration, or (ii) any area described in a deed of conveyance to the Master Association as Master Common Ground.

16. "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions, for the Master Association as recorded in Book 3063, Page 948, of the St. Charles County Recorder of Deeds' office, as the same may be amended from time to time.

## ARTICLE II

### DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as all the plats of the Property may be vacated by the City of O'Fallon, 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 constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in said plats, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Property so that none of the Owners of Lots and 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, and any sale of any Lot 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 Party reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided 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 Property.

## ARTICLE IV

DESIGNATION AND SELECTION OF TRUSTEES  
AND MEETINGS OF LOT OWNERS

1. Original Trustees. The original Trustees shall be LAWRENCE E. ROLWES, JAMES G. ROLWES, and PHILIP G. ROLWES, who by their signatures hereto, consent to serve in such capacity until their successors are elected as hereinafter provided. Should an original Trustee or a successor Trustee appointed by First Party resign, other than as required by Section 2 of this Article IV, refuse to act, become disabled or die, First Party shall have the power to appoint, by duly written, recorded instrument, a successor Trustee who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

2. Election of Trustees. At such time as fifty percent (50%) of the total Lots authorized by the Recorded Plat of the development to be developed in the Property have been sold and conveyed for residential use, First Party shall cause the resignation of one (1) of the original Trustees, and a successor Trustee shall be elected by the then Lot Owners. At such time as ninety-five percent (95%) of the total authorized Lots have been sold and conveyed for residential use, First Party shall cause the resignation of a second original Trustee, and a successor Trustee shall be elected by the then Lot Owners. The two (2) Trustees elected by the Lot Owners pursuant to the foregoing provisions shall serve until such time as all Lots authorized to be developed in the Property by the Recorded Plat of the development have been sold and conveyed for residential use, when the term of such elected Trustees shall expire and First Party shall cause the resignation of the third original Trustee then serving hereunder, and the then Owners shall elect three (3) successor Trustees, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which 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.

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. The said notice shall specify the time and place of meeting which shall be in St. Charles County. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, 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, 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 one (1) vote be cast with respect to any Lot. The result of any election of Trustees 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 Property may be transacted at any meeting of Owners called in conformity with the procedure described above. Twenty-five percent (25%) of the Owners shall constitute a quorum for the purpose of electing Trustees and for the purpose of conducting any other business coming before a meeting.

4. Qualification of Trustees. Any Trustee elected under the provisions of this Article shall be an Owner in the Property, or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint an Owner to act as the successor 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. Charles County Circuit Court or its successors may, upon the petition of any concerned resident or Owner in the Property, appoint one or more Trustees to fill the vacancies until such time as Trustees are elected or selected in accordance with this Indenture. Any person so appointed who is not an Owner within the Property 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 which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

## ARTICLE V

### TRUSTEES' DUTIES AND POWERS

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

1. Acquisition of Common Property. To acquire and hold the Common Property in accordance with and pursuant to the Ordinances and in accordance with and subject to the provisions of this Indenture, 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 and entrance markers, lights, gates, landscaping, park areas, lakes, cul-de-sac

islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities constituting Common Property as may be shown on the record plat of the Property, 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 the right to establish traffic rules and regulations for the usage of driveways, streets (whether public or private) and parking lots in the Property.

3. Maintenance of Common Property and Easements. To exercise control over the Common Property and Easements for, except as provided in Section 8 of Article X hereof, the exclusive use and benefit of residents of the Property, and to pay real estate taxes and assessments on said Common Property and Easements out of the general assessment hereinafter authorized; to maintain and improve the Common Property and Easements with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and residents in the Property, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property and Easements, all for the benefit and use of the Owners and residents in the Property 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 Property whenever such dedication would be accepted by a public agency.

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 an express trust, any infringement and to compel the performance of any restriction set out in this Indenture 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 Property, and



the Owners thereof may be charged with the reasonable expenses so incurred. The Trustees, their agents or employees, shall not be deemed guilty or liable for any 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 for construction and erection on any Lot, proposed additions to such buildings or alterations in the external appearance of buildings already constructed.

9. Deposits. 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 on any Lot or on the Common Ground approved in accordance with section 8 of this Article V and Article VI of this Indenture, 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.

10. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, 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.

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

12. Condemnation. In the event it shall become necessary for 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.

13. Boundary Adjustments. To provide for any adjustments in the boundary or lot line between any lot and parcel of Common Ground and to execute such instruments as may be necessary for that purpose.

## ARTICLE VI

## ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after the conveyance of an improved Lot by First Party, no building, fence, wall or other structure, equipment, swimming pool, tennis courts or other recreational facility or equipment shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or non-structural) in any improvement on such Lot be made, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing 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 location in relation to surrounding structures and topography by the Trustees, or by an architectural committee composed of three (3) 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 or 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 review fee for any submission to defray the costs of reviews it conducts or authorizes.

It is the intent of this Indenture that all buildings, equipment and structures on all Lots shall be constructed of attractive compatible exterior materials of high quality. In its review of submissions, the Architectural Control Committee shall evaluate the construction standards, building materials and colors for all proposed construction on the Lots to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure on any Lot shall be of similar or compatible materials, design and construction. Exterior finishes and elevations once approved shall not be altered without the express consent of the Architectural Control Committee.

## ARTICLE VII

## SEWERS AND DRAINAGE FACILITIES

1. Trustees' Responsibility - Common Property. 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 Property.

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.

3. Sump Pump Drainage. Perpetual easements 3 feet in width along the rear lot lines and 3 feet in width along the side lot lines of all Lots in the Property are hereby established for sump pump drainage purposes. Without limiting the generality of the provisions of Article V, Section 2 or any other provision of this Indenture, the Trustees shall be responsible for the maintenance, cleaning out and repair of all such sump pump drainage easements, and are hereby granted easements in gross for ingress to and egress from such sump pump drainage easements and as otherwise required to perform their duties and responsibilities under this Indenture.

## ARTICLE VIII

### ASSESSMENTS

1. General. First Party, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of 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 such interest thereon and costs of collection thereof shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person or persons who were the Owners of such Lot at the time 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 Property and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the acquisition, improvement, maintenance and operation of the Common Property and all facilities thereon and easements herein or on the plat(s) of the Property established, including, but not limited to, the payment of taxes and insurance thereon, and repair, maintenance, replacements and additions 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 Five Hundred and 00/100 Dollars (\$500.00) per Lot, plus any assessment levied per the Master Declaration; provided, however, that the Trustees may increase such assessment for any assessment year by a percentage which is equal to the percentage increase in the Consumer Price Index 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.

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 provided for herein upon the approval of a majority of the Trustees and the assent of a majority of the Owners 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 meeting.

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 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 become delinquent if not paid within thirty (30) days following such due date.

4. Storm Water Facilities. In addition to the foregoing, the Trustees are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Property; PROVIDED, HOWEVER, the separate power granted to the Trustees by this Section 4 shall expire with the calendar year following the acceptance of any such storm water facilities for maintenance by the appropriate governmental body or public utility. Any assessment made under authority granted in this, Section 4, shall be assessed and collected in the same manner as the assessments under Sections 3 and 7 of this Article, and the Trustees shall have the same powers of collection and lien rights against the Lots as provided in said Sections 3 and 7.

5. Special Assessments. If at any time the Trustees consider it necessary to make any expenditure requiring an assessment against the Lots which is additional to the annual assessments described in Sections 3 and 4 of this Article, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot 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 entitled to vote thereon, 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 for each Lot owned by such Owner, except that only those who have paid all assessments previously made shall be entitled to vote. The limit of the annual assessments for general purposes set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 5. Any assessment made under authority granted in this, Section 5, shall be assessed and collected in the same manner as the assessments under Sections 3 and 7, and the Trustees shall have the same powers of collection and lien rights against the Lots as provided in said Article VIII, Paragraphs 3 and 7.

6. Pro-rations. Should a Lot become subject to assessments after January 1st 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 shall be charged with a portion of the assessment prorated for the balance of that calendar year.

7. 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 published in the Wall Street Journal, or such other published prime rate as the Trustees may from time to time designate, and such assessment, together with interest and costs of collection, including, without limitation, reasonable attorney's fees, shall constitute a lien upon the Lot against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Charles County, Missouri, on such recording the unpaid assessments, interest and charges shall constitute a lien against the affected Lot, and may thereafter institute any appropriate legal action to enforce such lien, including, without limitation, sale of the Lot by judicial ordered sale or sale pursuant to the procedures for enforcement of special tax liens against real estate. 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) 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 or packaged mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

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

- (i) All Common Property;
- (ii) All properties exempted from taxation under the laws of the State of Missouri; and
- (iii) All Lots owned by First Party until occupied as a residence or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

9. Keeping of Funds. The Trustees shall deposit the funds coming into their hands as Trustees in a bank or savings and loan protected by the Federal Deposit Insurance Corporation or similar agency, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Trustees.

10. Ordinance Compliance. Notwithstanding any other conditions herein, the Trustees shall make suitable provisions for compliance with the Ordinances, including, without limitation, all subdivision and other ordinances, rules and regulations of the County of St. Charles, Missouri, or its successor, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

## ARTICLE IX

### RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture and the Ordinance, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

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

2. Re-subdivision. No Lot shall be re-subdivided 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. Provided, however, so long as First Party owns any of the Property, First Party may re-subdivide Lots to correct errors in the original platting or construction, any such re-subdivision by First Party only will be with any required prior consent of the appropriate official(s) of the Town of Dardenne Prairie.

3. Commercial Use. Except for the promotional activities conducted by First Party 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 any Lot.

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. 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 Common Property or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

7. Animals. No animals, 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 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. Trucks which are larger than 1/2 ton, buses, commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall not be permitted to be parked or stored on the Property 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. Except on a temporary basis, no vehicles will be parked overnight on any public or private street in the Property. If any such motor vehicle is so stored, parked or remains on the Property, the Trustees may take the necessary steps to remove the same at the Owner's expense. The Trustees may make

exceptions to the restrictions contained in this Paragraph 8 so long as the same are in writing and apply uniformly to the entire Property.

9. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Property. If any such motor vehicle is so stored, parked or remains on the Property, the Trustees may take the necessary steps to remove the same at the Owner's expense.

10. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner 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.

11. Temporary Structures. Without the express written consent of the Architectural Control Committee pursuant to Article VI hereof, no structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used or maintained on any Lot at any time either temporarily or permanently.

12. 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: (i) erected or displayed by First Party in connection with the development of the Property and the marketing and sale of residences therein or (ii) one sign on any one Lot of not more than five (5) square feet advertising such Lot and the residence thereon for sale or rent.

13. Garbage. No portion of the Property shall be used or maintained by anyone as a dumping ground for rubbish, trash or garbage. No rubbish, trash, garbage or receptacle for the same shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, or unless such receptacle is approved by the Architectural Control Committee. The provision of this Subparagraph 13 shall not apply to First Party or its representatives during any period of construction.

14. Landscaping, Utility and Drainage Easements. Easements for installation and maintenance of landscaping, utilities and drainage facilities are established in this Indenture and/or will be reserved as shown on the recorded plats of the Property. 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 landscaping or utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Trustees are hereby granted Easements in gross for ingress and egress to exercise their rights and obligations concerning such Easements.



15. Mining or 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 Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot 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 any Lot or portion of the Property.

16. Cul-De-Sac, Etc. 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 the Trustees and the St. Charles County Highway Department.

17. Fences. No fences or screening of any kind shall be constructed, altered or maintained on any Lot between the front of the residence constructed on such Lot and the street upon which such Lot fronts. Fences may be constructed, altered or maintained on other portions of the Lots only (i) if such fence was constructed by First Party at the time of the construction of the residence on such Lot or (ii) 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.

18. Television Antennae. No exterior television or radio antennae, towers, satellite dishes, or similar structures will be allowed on any Lot in the Property. Provided however, one (1) satellite dish no larger than one (1) meter in diameter is permitted on each Lot with the prior approval of the Architectural Control Committee granted pursuant to Article VI hereof. Any such approval may reasonably restrict the location of such dish and may require reasonable screening or covering of such dish. Any such restriction or requirement shall be designed to accomplish the purposes of this Indenture and shall be uniformly applied to all Lots.

19. Swimming Pool. No above-ground swimming pool will be allowed on any Lot in the Property. In-ground swimming pools shall be permitted only with the approval of the Architectural Control Committee granted pursuant to Article VI hereof.

20. Air Conditioning Units. No window air conditioning units shall be placed in any structure without the prior approval of the Architectural Control Committee pursuant to Article VI hereof.

21. Street Trees. Street trees shall be planted by First Party within one (1) year of issuance of final Occupancy Permit in accordance with the City requirements. The City has the authority to remove trees should public safety be threatened. The Trustees shall be responsible for maintaining trees in good condition.

## GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Enforcement. Enforcement of any of the restrictions, covenants, terms and conditions hereof shall be by 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. The Trustees and their representatives are hereby granted an Easement in gross for access to all of the Property for the purpose of fulfilling the rights and obligations granted them hereby.

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 Trustees appointed pursuant to Article IV, Section 4 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

3. Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Property and 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 First Party by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Charles County, Missouri; provided that any amendment, modification or change so adopted prior to completion of the development shall be reviewed and approved by the County of St. Charles, Missouri or its Successor. Thereafter, the provisions hereof may be amended, modified or changed by the written consent of two-thirds (2/3rds) of all the Owners, with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds for St. Charles County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights 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 County of St. Charles or its Successor.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as herein above expressly provided.

6. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

7. Assignment of First Party. The rights, powers and obligations granted to First Party may be assigned or transferred by First Party, in whole or in part, to any other person or entity or persons or entities to whom a First Party sells, transfers or assigns all or any of the Lots in the Property.

8. Use of Common Areas by Non-Residents. The common areas, including open spaces, recreational areas, or other Common Property, shall be for the benefit, use and enjoyment of the Owners and residents, present and future, of the entire Property. The Common Property may also be used by residents outside the Property, subject to the following terms and limitations:

(i) No resident of the Property shall be denied the use of the open spaces, recreational facilities, or other Common Property for any reason related to the extension of such privilege to non-residents of the Property;

(ii) All rules and regulations promulgated pursuant to this Indenture with respect to residents of the Property shall be applied equally to the residents;

(iii) All rules and regulations promulgated pursuant to this Indenture with respect to non-residents of the Property shall be applied equally to the non-residents; and

(iv) At any time after the recording of this Indenture, a majority of the residents of the Property, by election duly called, may elect to allow or disallow usage of the open space, recreational facilities or other Common Property by non-residents of the Property.

9. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an

Instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Property by the City of O'Fallon, Missouri, or its successors; or (ii) as to any subdivision of the Property, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots in such subdivision by an appropriate instrument filed of record prior to 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. So long as First Party is the owner of any portion of the Property, with the express written approval of the City of O'Fallon, Missouri, or its Successor, First Party may remove any such portion from the terms, conditions, restrictions and covenants of this Indenture.

10. Easement for Improvements. There is hereby created an easement in favor of the Trustees to build and/or maintain fences and landscape plantings, structures and facilities (collectively the "Improvements") on the Western most 10 feet of Lots 1-6 and 139-143 and common ground along Bryan Road, of the Property known as AMBER MEADOWS, according to plat thereof recorded in Plat Book 39, Pag. 240 of the St. Charles County, Missouri records, and for the use of such additional space on said Lots adjacent to the easement so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the Improvements. The Trustees may from time to time enter upon the premises to construct, reconstruct, maintain or repair the Improvements and may assign its rights herein to the State, County, City, or other persons or entities. The Improvements, for all purposes hereunder, shall be Common Property and the Trustees are authorized to build and/or maintain the Improvements. The Owners of the above Lots shall not alter, move or remove the Improvements without the express written consent of the Trustees."

11. This Indenture is subject to the Master Declaration. The Trustees shall have all necessary authority to enforce or comply with all rights, duties and obligations imposed by such Master Declaration.

IN WITNESS WHEREOF, First Party has executed this Indenture as of the day and year first above written.

FIRST PARTY:

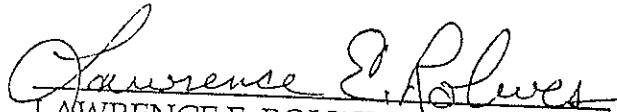
FIRST LAND COMPANY OF  
ST. CHARLES COUNTY, INC.,  
a Missouri corporation,


By: 

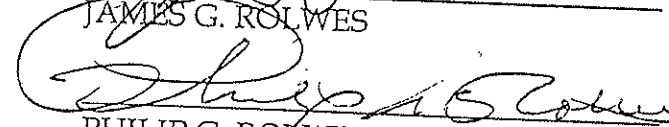
HAROLD W. BURKEMPER

Its: PRESIDENT

TRUSTEES:

  
LAWRENCE E. ROLWES

  
JAMES G. ROLWES

  
PHILIP G. ROLWES

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

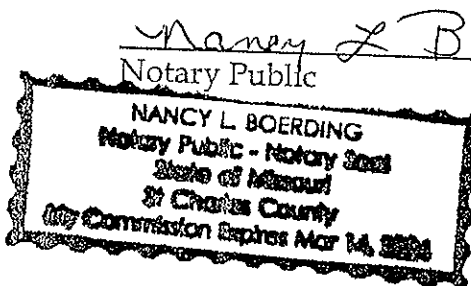
BOOK 3185 PAGE 1754

On this 24<sup>th</sup> day of December, 2002, before me appeared Harold W. Burkemper, to me personally known, who, being by me duly sworn, did say that he is the President of FIRST LAND COMPANY OF ST. CHARLES COUNTY, 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 Harold W. Burkemper 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.

My Commission Expires:

3-14-2004



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

On this 24<sup>th</sup> day of December, 2002, before me personally appeared LAWRENCE E. ROLWES, JAMES G. ROLWES and PHILIP G. ROLWES, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees.

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

My Commission Expires:

6-17-06

Sandra L Jones  
Notary Public

SANDRA L. JONES  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
MY COMMISSION EXPIRES JUNE 17, 2006

SEE ATTACHED COPY FOR CLARIFICATION OF  
NOTARY STAMP AND SIGNATURE.

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

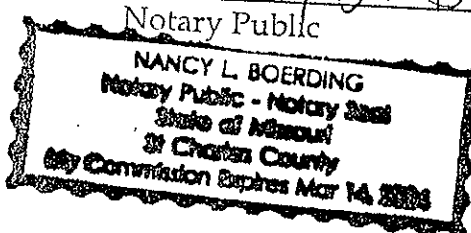
BOOK 3185 PAGE 1755

On this 24<sup>th</sup> day of December, 2002, before me appeared Harold W. Burkemper, to me personally known, who, being by me duly sworn, did say that he is the President of FIRST LAND COMPANY OF ST. CHARLES COUNTY, 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 Harold W. Burkemper 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.

My Commission Expires:

3-14-2004



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

On this 24<sup>th</sup> day of December, 2002, before me personally appeared LAWRENCE E. ROLWES, JAMES G. ROLWES and PHILIP G. ROLWES, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Trustees.

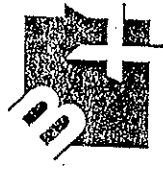
IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

6-17-06

Notary Public

SANDRA L. JONES  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
MY COMMISSION EXPIRES JUNE 17, 2008



ENGINEERING

PLANNING

SURVEYING

BOOK 3185 PAGE 1756

EXHIBIT "A"

LAND DESCRIPTION

49.466 ACRES

BAX PROJECT NO. 00-11289

AUGUST 22, 2002

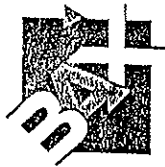
MEC

AMBER MEADOWS LOT AREA

A tract of land in Section 6, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northwest corner of "Annabrook Plat Two", a subdivision according to the plat thereof recorded in Plat Book 36 Page 14 of St. Charles County Records; thence along the West line of said "Annabrook Plat Two", South 00 degrees 14 minutes 19 seconds East 289.71 feet; thence South 89 degrees 45 minutes 41 seconds West 253.47 feet; thence South 00 degrees 14 minutes 19 seconds East 63.47 feet; thence South 89 degrees 56 minutes 54 seconds West 125.00 feet; thence South 00 degrees 14 minutes 19 seconds East 52.08 feet; thence along a curve to the right whose chord bears South 06 degrees 49 minutes 47 seconds West 79.98 feet and whose radius bears South 89 degrees 45 minutes 41 seconds West 325.00 feet from the last mentioned point, an arc distance of 80.19 feet; thence along a curve to the left whose chord bears South 13 degrees 42 minutes 49 seconds West 5.63 feet and whose radius point bears South 76 degrees 06 minutes 08 seconds East 875.00 feet from the last mentioned point, an arc distance of 5.63 feet; thence North 76 degrees 28 minutes 15 seconds West 168.65 feet; thence North 00 degrees 14 minutes 19 seconds West 228.44 feet; thence South 81 degrees 07 minutes 01 seconds West 150.02 feet; thence North 01 degrees 42 minutes 36 seconds West 115.00 feet; thence along a curve to the right whose chord bears North 85 degrees 22 minutes 11 seconds West 11.93 feet and whose radius point bears North 01 degrees 42 minutes 36 seconds West 54.00 feet from the last mentioned point, an arc distance of 11.95 feet; thence South 10 degrees 58 minutes 14 seconds West 119.51 feet; thence North 80 degrees 17 minutes 57 seconds West 153.84 feet; thence North 75 degrees 05 minutes 38 seconds West 183.90 feet; thence North 67 degrees 37 minutes 35 seconds West 90.12 feet; thence North 64 degrees 21 minutes 50 seconds West 162.29 feet; thence North 83 degrees 12 minutes 40 seconds West 76.37 feet; thence North 02 degrees 04 minutes 58 seconds East 121.13 feet; thence along a curve to the right whose chord bears North 84 degrees 38 minutes 48 seconds West 19.97 feet and whose radius point





ENGINEERING

PLANNING

SURVEYING

BOOK 3185 PAGE 1757

LAND DESCRIPTION

49.466 ACRES

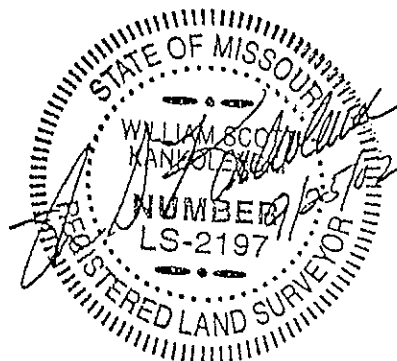
BAX PROJECT NO. 00-11289

AUGUST 22, 2002

MEC

PAGE 2

bears North 02 degrees 04 minutes 58 seconds East 175.00 from the last mentioned point, an arc distance of 19.98 feet; thence South 08 degrees 37 minutes 26 seconds West 120.29 feet; thence North 67 degrees 28 minutes 35 seconds West 126.63 feet; thence North 68 degrees 28 minutes 43 seconds West 109.76 feet; thence South 11 degrees 26 minutes 10 seconds West 98.41 feet; thence South 17 degrees 28 minutes 23 seconds West 52.01 feet; thence South 52 degrees 11 minutes 39 seconds West 103.89 feet; thence South 63 degrees 12 minutes 23 seconds West 84.60 feet; thence North 89 degrees 12 minutes 52 seconds West 158.58 feet to the East line of Bryan Road established by document recorded in Book 1821, Page 1792 of said records; thence along the said East line of Bryan Road, the following courses and distances, North 00 degrees 47 minutes 08 seconds East 674.16 feet; thence North 00 degrees 19 minutes 37 seconds East 277.27 feet; and along a curve to the right whose chord bears North 00 degrees 31 minutes 06 seconds East 180.95 feet and whose radius point bears South 89 degrees 40 minutes 23 seconds East 27,101.53 feet from the last mentioned point, an arc distance of 180.93 feet to the South line of property conveyed to Timothy and Lynn Miller by deed recorded in Book 2338, Page 321 of said records; thence along said South and East line of the Miller property, South 89 degrees 58 minutes 54 seconds East 925.92 feet; and North 00 degrees 19 minutes 54 seconds East 220.00 feet to the South line of "Glenmaro Plat Four", a subdivision according to the plat thereof recorded in Plat Book 34 Pages 275 and 276 of said records; thence along said South line of "Glenmaro Plat Four", South 89 degrees 58 minutes 54 seconds East 343.53 feet to the Southwest corner of "Turtle Creek Plat One", a subdivision according to the plat thereof recorded in Plat Book 32 Pages 170-175 of said records; thence along the South line of said "Turtle Creek Plat One" North 89 degrees 56 minutes 32 seconds East 436.25 feet to the East line of property conveyed to Trustees of Joseph B. Feise Estate by deed recorded in Book 810, Page 1757 of said records; thence along the West and South lines of said Feise property, South 00 degrees 14 minutes 00 seconds East 1138.40 feet; and North 89 degrees 56 minutes 38 seconds East 253.46 feet to the POINT OF BEGINNING, containing 49.466 Acres, as per record calculations by Bax Engineering during August, 2002.





ENGINEERING

PLANNING

SURVEYING

BOOK 3185 PAGE 1758

LAND DESCRIPTION  
9.162 ACRES  
BAX PROJECT NO. 00-11289  
AUGUST 30, 2002  
MEC

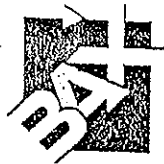
MASTER COMMON GROUND EXHIBIT B

AMBER MEADOWS COMMON GROUND AREA  
COMBINED WITH BROOHOLLOW COMMON GROUND AREA

A tract of land in Section 6, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of "Annabrook Plat Two", a subdivision according to the plat thereof recorded in Plat Book 36 Page 14 of St. Charles County Records; thence along the West line of said "Annabrook Plat Two", South 00 degrees 14 minutes 29 seconds East 289.71 feet to the ACTUAL POINT OF BEGINNING of the description herein; thence continuing along said line, South 00 degrees 14 minutes 19 seconds East 261.27 feet; thence leaving said line, South 89 degrees 45 minutes 41 seconds West 156.67 feet; thence South 69 degrees 42 minutes 05 seconds West 169.00 feet; thence South 89 degrees 45 minutes 41 seconds West 94.96 feet; thence North 84 degrees 24 minutes 06 seconds West 50.00 feet; thence along a curve to the left whose chord bears South 04 degrees 58 minutes 34 seconds West 20.09 feet and whose radius point bears South 84 degrees 24 minutes 06 seconds East 925.00 feet from the last mentioned point, an arc distance of 20.09 feet; thence North 85 degrees 38 minutes 46 seconds West 79.04 feet; thence South 70 degrees 42 minutes 28 seconds West 69.10 feet; thence South 63 degrees 56 minutes 14 seconds West 221.68 feet; thence along a curve to the right whose chord bears North 04 degrees 13 minutes 08 seconds West 75.32 feet and whose radius point bears North 81 degrees 14 minutes 01 seconds East 475.00 feet from the last mentioned point an arc distance of 75.40 feet; thence North 00 degrees 19 minutes 44 seconds East 63.33 feet; thence along a curve to the left whose chord bears North 11 degrees 30 minutes 16 seconds West 77.92 feet and whose radius point bears North 89 degrees 40 minutes 16 seconds West 190.00 from the last mentioned point, an arc distance of 78.48 feet; thence North 66 degrees 39 minutes 45 seconds East 125.51 feet; thence North 33 degrees 52 minutes 25 seconds West 115.42 feet; thence North 55 degrees 04 minutes 42 seconds West 115.37 feet; thence North 71 degrees 04 minutes 06 seconds West 161.43 feet; thence North 74 degrees 29 minutes 44 seconds West 147.72

BAX ENGINEERING CO., INC.  
1052 South Cloverleaf Drive  
St. Peters, MO 63376-6445  
636-928-5552 FAX 928-1718



BOOK 3185 PAGE 1759

LAND DESCRIPTION

9.162 ACRES

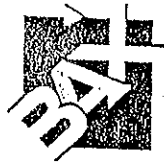
BAX PROJECT NO. 00-11289

AUGUST 30, 2002

MEC

PAGE 2 OF 3

feet; thence North 81 degrees 15 minutes 24 seconds West 160.27 feet; thence South 84 degrees 31 minutes 06 seconds West 359.72 feet; thence South 47 degrees 23 minutes 41 seconds West 412.01 feet to the East line of Bryan Road as established by document recorded in Book 1821, Page 1792 of said records; thence along the said East line of Bryan Road, North 00 degrees 47 minutes 08 seconds East 296.50 feet; thence leaving said East line, South 89 degrees 12 minutes 52 seconds East 158.58 feet; thence North 63 degrees 12 minutes 23 seconds East 84.60 feet; thence North 52 degrees 11 minutes 39 seconds East 103.89 feet; thence North 17 degrees 28 minutes 23 seconds East 52.01 feet; thence North 11 degrees 26 minutes 10 seconds East 98.41 feet; thence South 68 degrees 28 minutes 43 seconds East 109.76 feet; thence South 67 degrees 28 minutes 35 seconds East 126.63 feet; thence North 08 degrees 37 minutes 26 seconds East 120.29 feet; thence along a curve to the left whose chords bears South 84 degrees 38 minutes 48 seconds East 19.97 feet and whose radius point bears North 08 degrees 37 minutes 26 seconds East 175.00 feet from the last mentioned point, an arc distance of 19.98 feet; thence South 02 degrees 04 minutes 58 seconds West 121.13 feet; thence South 83 degrees 12 minutes 40 seconds East 76.37; thence South 64 degrees 21 minutes 50 seconds East 162.29 feet; thence South 67 degrees 37 minutes 35 seconds East 90.12 feet; thence South 75 degrees 05 minutes 38 seconds East 183.90 feet; thence South 80 degrees 17 minutes 57 seconds East 153.84 feet; thence North 10 degrees 58 minutes 14 seconds East 119.51 feet; thence along curve to the left whose chord bears South 85 degrees 22 minutes 11 seconds East 11.93 feet and whose radius point bears North 10 degrees 58 minutes 14 seconds East 54.00 feet from the last mentioned point, an arc distance of 11.95 feet; thence South 01 degrees 42 minutes 36 seconds East 115.00 feet; thence North 81 degrees 07 minutes 01 seconds East 150.02 feet; thence South 00 degrees 14 minutes 19 seconds East 228.44 feet; thence South 76 degrees 28 minutes 15 seconds East 168.65 feet; thence along a curve to the right whose chord bears North 13 degrees 42 minutes 49 seconds East 5.63 feet and whose radius point bears South 76 degrees 28 minutes 15 seconds East 875.00 feet from the last mention point, an arc distance of 5.63 feet; thence along a curve to the left whose chord bears North 06 degrees 49 minutes 47 seconds East 79.98 feet and whose radius point bears North 76 degrees 06 minutes 08 seconds West 325.00 feet from the last mentioned point, an arc distance of 80.19 feet; thence North 00 degrees



REGISTERED LAND SURVEYOR

MISSOURI

STATE OF MISSOURI

BOOK 3185 PAGE 1760

LAND DESCRIPTION

9.162 ACRES

BAX PROJECT NO. 00-11289

AUGUST 30, 2002

MEC

PAGE 3 OF 3

14 minutes 19 seconds West 52.08 feet; thence North 89 degrees 56 minutes 54 seconds East 125.00 feet; thence North 00 degrees 14 minutes 19 seconds West 63.47 feet; thence North 89 degrees 45 minutes 41 seconds East 253.47 feet to the POINT OF BEGINNING, containing 9.162 acres as per record calculations by Bax Engineering Company, Inc., during August, 2002.



MASTER COMMON GROUND

398,084 sq. ft.  
9.162 acres

BROOKHOLLOW

AMBER MEADOWS

DESCRIPTION EXHIBIT

COMMERCIAL  
817,635 sq. ft.  
18.770 acres

EXHIBIT C

BRYAN ROAD

FEISF ROAD

END OF DOCUMENT

