

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTION AND
INDENTURE CREATING HOMEOWNERS ASSOCIATION
AND
ESTABLISHING RESTRICTIONS FOR
ROSEDALE
COUNTY OF ST. CHARLES
STATE OF MISSOURI

THIS AMENDMENT to the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale is made this 5th day of February, 2007.

WITNESSETH:

WHEREAS, the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale was executed on February 2, 2001, and was recorded on February 5, 2001 in Book 2499, Page 1186 of the St. Charles County Records; and

WHEREAS, it is in the best interest and welfare of the Rosedale Homeowners Association and the lot owners to amend the Declarations as set forth below; and

WHEREAS, at an election duly held on the 5th day of February, 2007, at least two-thirds (66.66%) of the current lot owners voted in favor of the Amendment as set forth below in accordance with Article VI.

NOW, THEREFORE, the lot owners of Rosedale hereby amend and restate Article IV, subsections J, Q, R, U and W of the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale as follows:

ARTICLE IV— RESTRICTIONS

Subsection (J) shall be deleted in its entirety and amended to read as follows:

J. No fences shall be erected except after review and approval of a majority of the Board of Governors, in addition to any permits required by the City of Cottleville or County of St. Charles and all fences shall be designed and constructed so as to be compatible with the neighborhood; more specifically, all fences shall be constructed of vinyl or aluminum materials and shall not exceed a vertical height of six feet (6'). All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision. Chain-link and wooden fences are prohibited. The property owner upon which the fence is located is responsible to repair and maintain the fence. There will be a 10 day letter sent to the homeowner to respond, and let the board know when the fence will be repaired. In the event that the fence remains in disrepair in excess of thirty (30) days, the Board of Governors may, upon reasonable notice to the property owner, repair, restore or remove such fence and assess the costs of such cost to the property owner.

Subsection (Q) shall be deleted in its entirety and amended to read as follows:

Q. Above-ground type swimming pools are strictly prohibited with the exception of temporary vinyl or plastic "kiddie" or "toddler" pools no larger than eight feet (8') in diameter.

Subsection (R) shall be deleted in its entirety and amended to read as follows:

R. Garbage, deleterious substances, cans, bottles, refuse, debris, or discarded material should not be permitted to accumulate upon the premises, but the same must be removed at the expense of the lot owner and at such frequent intervals as necessary to keep the premises clean and sanitary. No lot shall be used as a storage place of salvaged material or dismantled thereon for salvage purposes any old machines or automobiles. No inoperable or unlicensed vehicles, campers or similar trailers may be kept, maintained or repaired anywhere in the subdivision except in an enclosed garage.

Subsection (U) shall be deleted in its entirety and amended to read as follows:

U. No tank, bottle or container for the storage of fuel or other type structure shall be placed or permitted on, above or below the surface level of any lot except lots held for new home construction and twenty pound (20lb) propane tanks to fuel propane barbeque devices. Exterior radio or television receiving or transmitting antenna station, tower or other similar device shall be permitted on any building or lot except satellite dishes which do not exceed 36"

in diameter (22" x 36" for oval or rectangular). Such satellite dishes may be installed so long as the installation is approved by a majority of the Board of Governors. Attachment of satellite dishes to the front of the residence (roof or front exterior) is prohibited.

Subsection (W) shall be deleted in its entirety and amended to read as follows:

W. No basketball backboard, goalpost, tetherball or other permanent sporting equipment shall be affixed on the front of the garage or dwelling facing the street or placed in the front yard between the dwelling and the street upon which it faces. Portable equipment will be allowed so long as the portable equipment is not placed on a sidewalk or in a position which blocks a driveway or walkway. Permanent equipment may be affixed in the back yard only.

(b) In all other respects, the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale dated February 2, 2001, recorded in book 2499, Page 1186 in the St. Charles County Recorder's Office shall remain in full force and effect as specifically amended herein.

(c) The undersigned Board of Governors of Rosedale hereby request that this First Amendment to the Declarations be made of record and recorded in the St. Charles County Recorder of Deeds Office.

(d) The undersigned Board of Governors hereby certifies that on the 5 day of February, 2007, this amendment was placed on a ballot and voted on by the lot owners of record of Rosedale; that thirty (30) days preceding the election, notice was given to all lot owners of the election and the amendment to be considered.

(e) That the voting lot owners constituted a proper, legal quorum and the amendment carried and is effective the day and date of recording.

The Board hereby certifies that in accordance with the vote of the lot owners of Rosedale and the approval of the majority of the Board of Governors, the Amendment passed and shall be placed of record in the St. Charles County Recorder of Deeds Office.

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DECLARATION OF RESTRICTION AND
INDENTURE CREATING HOMEOWNERS ASSOCIATION
AND
ESTABLISHING RESTRICTIONS FOR
ROSEDALE
COUNTY OF ST. CHARLES
STATE OF MISSOURI

8503

THIS INDENTURE, made and entered into this 2nd day of February, 2001, by and between FIRST LAND CO. OF ST. CHARLES COUNTY, INC., a Missouri Corporation, party of the first part, and HAROLD W. BURKEMPER, GENE HORSTMEIER, AND JAMES A. GIGLIOTTI, all of St. Charles County, State of Missouri, parties of the Second Part, and such other persons who shall hereafter be elected as members of the Board of Governors hereunder, herein referred to as the Board of Governors.

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner of all the lots and land in a tract of land situated in the County of St. Charles, State of Missouri, and described as:

All of ROSEDALE,
according to the Plat thereof
recorded in Plat Book _____, Pages _____
of the St. Charles County Recorders Office.

WHEREAS, there have been or may be designated, established and recited on deeds conveying said lots or required plats certain easements and certain common areas which are provided for the purpose of constructing, maintaining, and operating streets and drives; sewers, pipes, poles, wires, storm water drainage facilities, street lights, open space, recreational areas, entrance monuments, and other facilities and public utilities for the benefit of the owner or owners of the lots shown on said plat; and

WHEREAS, it is the purpose and intention of this Indenture to create a means of cooperation between present and future lot owners and homeowners in said Subdivision among themselves and under certain circumstances with lot owners and homeowners in adjacent and adjoining lands, all in the interest of fostering and enhancing their health, safety, and welfare and for the establishment of a harmonious atmosphere and common interests, wholesome spirit of neighborly understanding and cooperation; to preserve said tract of land and possible adjacent and adjoining land as a restricted neighborhood plan and scheme of restrictions; to apply that plan and restriction not only to all of said land and possible adjacent and adjoining land and every lot thereof as it may be sold from time to time, but also in favor of any and all other lots within said residential area in the hands of the present or future title holders of occupants of any or all said lots and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and severally for the benefit of the Parties of the First part and of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, by plat or deed creating easements, streets, roadways, all roundings and intersections thereof designated upon and shown on said plats have or will be dedicated to perpetual public use

A. All ponds, lakes, parks, playgrounds, common property and drainage facilities, if any, contained in said land covered by this Declaration, and not otherwise dedicated or conveyed on the plat or plats of the aforesaid property;

B. Easements, in, over, upon and across such portions of said land as may be now or hereinafter designated, as follows:

The rights, benefits, and advantages within said subdivision of having ingress and egress to and from, over, along and across such common property, streets, drives, right-of-way, public utility easements, storm sewers and drainage facilities and appropriately beautifying, maintaining, improving, rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on same; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of said Subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for telephone and electric wires and suitable pipes, conduits or other means of conducting telephone, electricity, gas, water, sewage or other useful agencies.

TO HAVE AND TO HOLD the same to said Board of Governors and their successors forever in trust for the Grantor and the present or future owners of each of the said lots, and said lots and all of them shall forever remain subject to the burdens and entitled to the liens involved in said easements and the said Grantor for itself, its successors and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its successors or assigns, to any part of the said property hereinabove described, hereby provides that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels as may be purchased in said subdivision and any other lands which may hereafter become subject and subservient to this Indenture and as appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the said Board of Governors and their successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of this Indenture.

Notwithstanding any other provisions of this Indenture, in the event that the trust with respect to common property in effect at the end of twenty (20) years from the date of this Indenture or, if earlier terminated, at the time of such termination, the then members of the Board of Governors shall convey by deed all the common property, if any, to the then owners of lots in this Subdivision as joint tenants; provided, however, that all the rights, powers and authority conferred upon the Board of Governors shall continue to be possessed by the Board of Governors. It is the intention of this instrument that such conveyance shall constitute a change in ownership of title but shall not alter, abridge, or change the powers, duties or function of the Board of Governors.

I

CREATION OF THE ROSEDALE HOMEOWNERS ASSOCIATION

All the present and future lot owners or homeowners in all lands as are now or shall be in the future subject to this Indenture, shall as a group hereby be established and hereby be known as "Rosedale Homeowners Association", and as such lot owners or homeowners shall have all the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

II

for fifty percent (50%) of the lots have been issued; two thirds of the Board of Governors shall be purchasers of developed lots after permits have been issued for ninety five percent (95%) of the lots have been issued; all of the Board of Governors shall be chosen by purchasers of developed lots after all of the lots have been sold. It is the intention of the instrument that after the expiration of the terms of office of the members of the Board of Governors first elected hereunder, each member of the Board of Governors shall serve from a term of three (3) years and that said terms shall be staggered to the end that thereafter one member of said Board shall be elected at each annual meeting of the lot owners.

Following the annual meeting of the lot owners as provided for herein, the Board of Governors shall designate one of its members to serve as Chairman of the Board and one member to serve as Secretary of the Board until the time of the next following said annual meeting. There shall be an annual meeting to be held at a convenient place in the County of St. Charles, and there may be special meetings of said lot owners as may be called by any one member of the aforementioned Board of Governors, also to be held at a convenient place in St. Charles County. Ten (10) days notice in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by the Board of Governors or by the member of the Board calling said meeting, by depositing same in the United States mail, properly addressed and with postage prepaid. The successor to the elected member of the Board whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the majority of votes or ballots cast shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Governors, all the estate, rights, interest, privileges and powers by this Indenture granted to his or their predecessor.

→ any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting provided for herein. In the event that any one of the three elected members of the Board of Governors duly elected hereunder, shall die or cease to reside in the land subject to this instrument, or become incompetent for whatever reason to discharge the duties or avail himself or themselves as a member of the Board of Governors under this Indenture, then and thereupon, it shall be the duty of the remaining members of said Board to select a successor to fill the unexpired term of such deceased or incompetent member. Any business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting described above.

→ All members of the Board of Governors, except Second Parties and their appointed successors as described above, shall be residents of the land subject to this instrument.

→ All Actions of the lot owners at annual or special meetings shall be by a majority of votes cast at such meetings. All Actions of the Board of Governors shall be by majority vote.

III THE BOARD OF GOVERNORS

The Parties of the First Part hereby vest the Board of Governors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with respect to all the land which is now or which may in the future be made subject hereto under the terms and provisions hereof:

A. To exercise such control over the easements, streets, drives or rights-of-way until same are dedicated to public bodies and agencies, public utilities or other...

provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Board of Governors is intended to be discretionary and not mandatory.

C. To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expense of incurred. The Board of Governors or their officers, agents or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting.

D. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached building or out-buildings proposed for erection on said lots, proposed additions to such buildings or alterations in the external appearance of the buildings already constructed it being provided that no building, fence, detached building, out-building or other structure may be erected or structurally altered on any said lots unless there shall first be written approval of a majority of the Board of Governors of the plans and specifications. In approving or rejecting such plans or specifications, the Board of Governors shall consider their compliance with the terms and provisions of this Indenture, together with the consistency and suitability of same in light of existing structures in the subdivision and the impact of same upon the lots in the subdivision, the value of thereof and the health, welfare and safety of the lot owners.

E. To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

F. The Board of Governors in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, clerks, other employees and labor as they deem necessary or advisable; employ counsel to advise the Board or to institute and prosecute such suit as they deem necessary or advisable, and defend suits brought against them individually or collectively in their capacity as Board of Governors.

G. At the discretion of the Board of Governors, in the interest of the health, welfare and safety of the lot owners and homeowners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or municipal regulation, to provide lights on streets, parks, gateways, entrances, common property and other public or semi-public facilities; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and the marking of streets or roads, lanes and pedestrian ways to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plan, care for, maintain, spray, trim, and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere within the land subject hereto; to provide at suitable locations receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.

H. To establish, operate, conduct, regulate, improve, maintain, repair, add to or reduce common property and any buildings and facilities as may exist or be established thereon; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

I. The Board of Governors and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and parcels of land in the subdivision.

to defend and enforce restrictions, to adequately maintain and operate the common property, parks, paths, easements, storm water detention areas, trees and other facilities or otherwise properly protect the health, safety and general welfare of the property owners and to perform any of their duties or rights hereunder, except as expressly limited hereunder.

2. If at any time the Board of Governors shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the lot owners for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated be approved, either at a meeting of the lot owners duly called and held in the manner provided with reference to the election of members of the Board of Governors by a majority vote of all the lot owners, voting by written ballot, in person or by proxy, or by the written consent of the owners of a majority of the lots, the Board of Governors shall notify all lot owners of the additional assessment and the limit of Five Hundred (\$500.00) Dollars per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph. Said special assessment shall be made only against those lots on which there is situated a residence ready for occupancy.

3. All assessments, either general or special, made by the Board of Governors for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

a.) Notice of all assessments may be given by mail addressed to the last known or usual postal address of the holder of legal title and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

b.) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve per cent (12%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board of Governors may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in St. Charles County, State of Missouri, and the Board of Governors may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or its affected, and the Board of Governors shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessment.

c.) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist, are hereby referred to and made a part of this instrument, and the Board of Governors shall have the right to employ any procedure described therein to effectuate collection of any assessments hereunder.

d.) Except as otherwise provided, no assessment shall be made except upon resolution duly adopted by a majority of the Board of Governors at a meeting of the Board of Governors, which resolution shall be incorporated into and made a part of the minutes of said meeting.

e.) The lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri, and to any other bonafide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors and of evading the assessments provided for herein; provided, however, that the terms and provisions hereof shall be and remain fully applicable to all the land subject hereto after foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made.

3. Borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same.

4. Make all types of permanent, temporary, construction or other loans.

5. Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

L. The Board of Governors shall deposit funds coming into their hands, as the Board of Governors, in a State or National Bank, protected by the Federal Deposit Insurance Corporation, or in a State or Federal Savings and Loan Association, protected by the Federal Savings and Loan Insurance Corporation. The Board of Governors shall designate one of their members as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded, if the Board of Governors so requires, for the proper performance of his duties in an amount to be fixed by the majority of the Board of Governors.

M. All rights, duties, powers, privileges and acts of every nature and description which said Board of Governors might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Board of Governors unless otherwise provided in this Indenture. Members of the Board of Governors shall not be personally liable for their acts in the performance of their duties save for dishonesty or acts criminal in nature.

Notwithstanding any other conditions herein, the Board of Governors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Cottleville which the subdivision is a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Board of Governors shall make provisions for the maintenance and operation of all street lights, roadways and easements not otherwise accepted by a political subdivision or utility.

IV

RESTRICTIONS

The Parties of the First part herewith covenant with the Board of Governors, their successors or successors in trust, and all owners of lots in this Subdivision, their grantees, leasers, assignees and heirs, that the following general restrictions shall apply to all land subject hereto and each owner or owners of such land, their grantees, lessees, assignees and heirs covenant:

A. That no person may dwell in or occupy on any of said lots, any garage, outbuilding, trailer or other structure not designated as permanent or stationary, nor may any person use any of said lots or any building or structure thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That the height of buildings, the minimum dimensions of yards and the minimum lot area for families shall be as follows:

1. No building hereafter erected or structurally altered shall exceed twenty-five (25) feet in height.

2. Every building shall observe all yard, setback and lot area requirements prescribed by the ordinances of the City of Cottleville, Missouri and the building lines as shown and indicated on the recorded plat of said Subdivision are hereby established.

C. That all other restrictions...

E. That no residence, accessory building or any portion of any lot shall be used as a boarding house, nursing home, rooming house, club house or road house, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purposes prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgement of the Board of Governors, to the owners of inhabitants of lots in the land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

F. No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Board of Governors. this provision shall not, however, require the consent of the Board of Governors for the sale of an entire lot once established.

G. No trash, rubbish or garbage receptacle or can shall be place don the premises outside the buildings thereon except upon the day of the week or month upon which the regularly scheduled collections of same are to take place.

H. No one story main building shall be erected with a total area of less than Two Thousand (2000) square feet excluding garage and porches, said measurements to be made at the outside wall and provided that no building having two finished levels, one above the other, shall be erected with a total area of less than Twenty-five Hundred (2500) square feet excluding garage and porches, said measurement to be made at the outside wall. Each resident must include a minimum of a three car attached or connected garage and have a solid continuous, poured foundation of concrete and a paved driveway of concrete or asphalt.

I. No one will be permitted to live on any lot in a temporary building, a trailer or a tent erected or placed thereon.

J. No fence may be erected without the consent in writing of a majority of the Board of Governor in addition to any other permits required. All fences shall be constructed of vinyl in a vertical design, and not to exceed 6' in height. In the event that any fence deteriorates or falls into disrepair, the Board of Governors may in their discretion, repair, restore, or remove such fence and charge the cost of same to the then owner of such lot.

K. Except during the construction period, no lot owner shall park a 3/4 ton truck or larger on any lot other than in a garage for a period in excess of one hour per day. No repair or maintenance work shall be done or performed on any motor vehicle, any boat or truck, except in an enclosed garage. No vehicle shall be parked on a public street for more than twelve (12) hours in a twenty-four (24) hour period from twelve (12) noon to twelve (12) noon of the following day. No parking shall be permitted upon the side of streets posted as "No Parking".

(L) With respect to any corner lot, there shall be not shrubbery, trees, flowers, vegetation, walls and fences greater than one (1) foot in height with a triangular area bounded by the property lines on each street and a line connecting said property lines thirty (30) feet from the intersection thereof or in a case where the intersection is rounded, thirty (30) feet from the point where a straight projection of property lines would intersect; provided, however, that trees boughs or branches may overhang such area so long as they do not extend lower than seven (7) feet from the ground. In the event of violation of this restriction, the Board of Governors, their agents, servants and employees shall have the absolute right to enter upon the lot involved and remove, trim, cut or destroy any shrubbery, trees, other vegetation or other structures or obstacles in violation of this restriction.

O. No detached buildings, sheds, kennels, or other structures shall be permitted on any lot. Plans and specifications of all contemplated additions or alterations to the main building must be submitted to the Board of Governors for approval prior to the start of any construction. The Board of Governors may allow variance in the plans from these restrictions. All buildings must be constructed in accordance with the plans and specifications so submitted and approved.

P. No residence may be occupied unless an Occupancy Permit from the City is issued, if applicable. Construction of each residence must commence within twelve (12) months of purchase of an individual lot and be completed within six (6) months of the commencement of construction.

Q. No above ground type swimming pools shall be erected on any lot.

R. Garbage, deleterious substances, cans, bottles, refuse, debris, or discarded material should not be permitted to accumulate upon the premises, but the same must be removed at the expense of the lot owner and at such frequent intervals as necessary to keep the premises clean and sanitary. No lot shall be used as a storage place of salvaged material or dismantled thereon for salvage purposes any old machines or automobiles. Automobiles in operable condition must be moved.

S. Culverts, inlets and storm water drainage improvements, including swales and ditches of sufficient capacity to carry storm water for the proper drainage of the roads, drives and lots must be maintained by the lot owner as may be directed by the Board of Governors at the lot owner's expense. In the event of the failure of the lot owner to allow such storm water drainage, the Board of Governors, their agents, servants and employees shall have the absolute right to enter the lot involved and install said culverts and storm water drainage improvements and charge the cost thereof to said lot owner, and place a lien on his lot to secure the payment of said costs.

T. All water and sewerage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the subdivision, except during the original home construction phase.

U. No tank, bottle or container for the storage of fuel, or other type structure shall be placed or permitted on or above the surface level of any lot, except lots held for new home construction. Satellite dishes which do not exceed 18" in diameter and not affixed to the front of a residence may be installed upon approval of the Board of Governors.

V. No lot may be planted in field crops, which covers more than six hundred (600) square feet of any lot, and shall only be in the rear of any residence. All grasses and weeds which may grow upon any lot shall be cut and trimmed by the lot owners so as not to permit a greater height than eight (8) inches.

W. No basketball backboard, goalpost, tether ball or other permanent sporting equipment shall be affixed on the front of the garage or dwelling facing the street, or placed in a front yard between the dwelling and street upon which it faces, provided that this restriction shall not apply to the side yard or a corner lot which front upon a street. Portable equipment will be allowed for use between the hours of 8:00 am and 8:00 pm daily. After 8:00 pm such units shall be stored inside a garage.

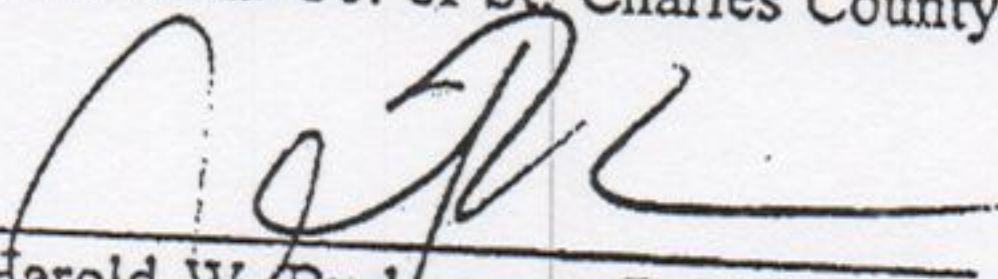
X. The outside exterior walls of all structures shall be constructed of wood, wood products, vinyl, clay brick, rock or stone, sightly and of good workmanship and if the exterior be of wood or wood products, the same shall be

or the Veterans Administration, or of any mortgagee or lender, in order that said improved lots will qualify for financing or loans from any mortgagee or lender, the right to relocate building lines established by any recorded plats, and the right to resubdivide or relocate any platted lot lines, without notice, at any time, so long as Parties of the First Part retain legal ownership of one or more lots or any part of the property subject thereto, providing the said Parties of the First Part shall record any such amendment in the Office of the Recorder of Deeds of the County of St. Charles.

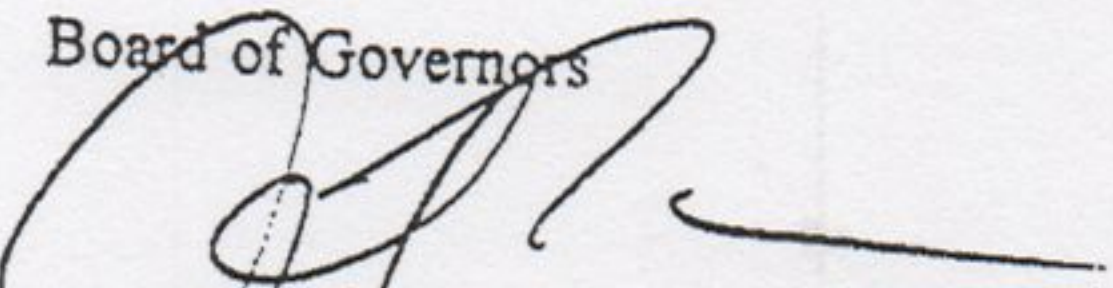
Parties of the first part reserve the right to make adjacent land or lands subject to the terms and conditions of this Indenture by appropriate plat legend on any Plat of record subdividing adjacent land.

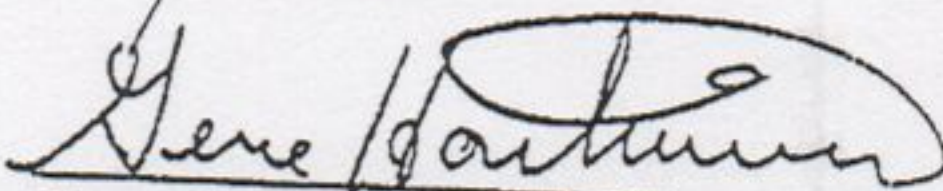
IN WITNESS WHEREOF, the said Parties of the First Part and Parties of the Second Part have hereunto executed this Indenture in the day and year first above written.

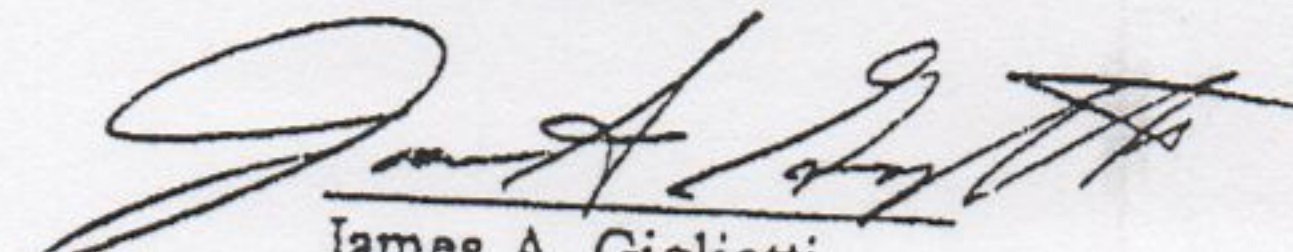
First Land Co. of St. Charles County

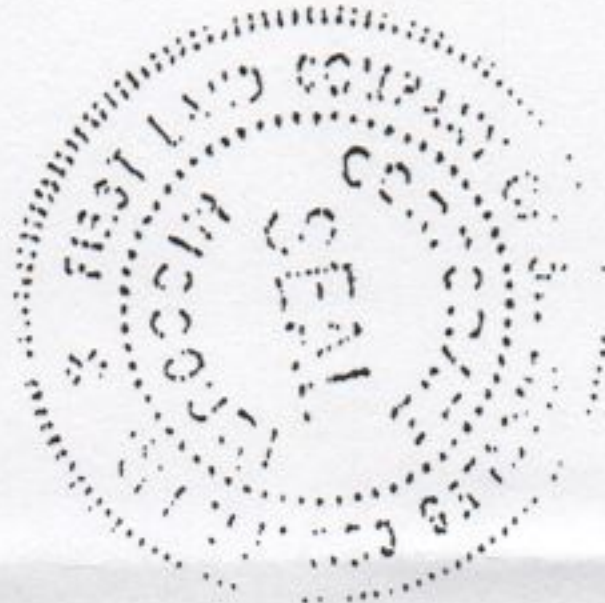

Harold W. Burkemper, President

Board of Governors


Harold W. Burkemper


Gene Horstmeier


James A. Gigliotti



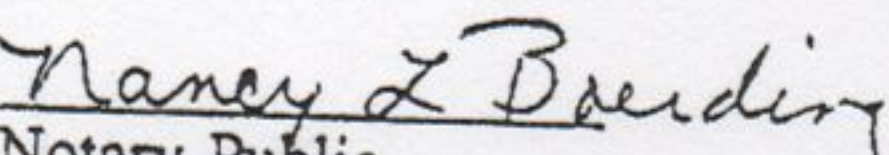
STATE OF MISSOURI

SS.

COUNTY OF ST. CHARLES

On this the 2nd day of February, 2001, before me personally appeared Harold W. Burkemper, Gene Horstmeier and James A. Gigliotti, all of St. Charles County 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.

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.


Nancy L. Boerding
Notary Public

STATE OF MISSOURI

COUNTY OF ST. CHARLES

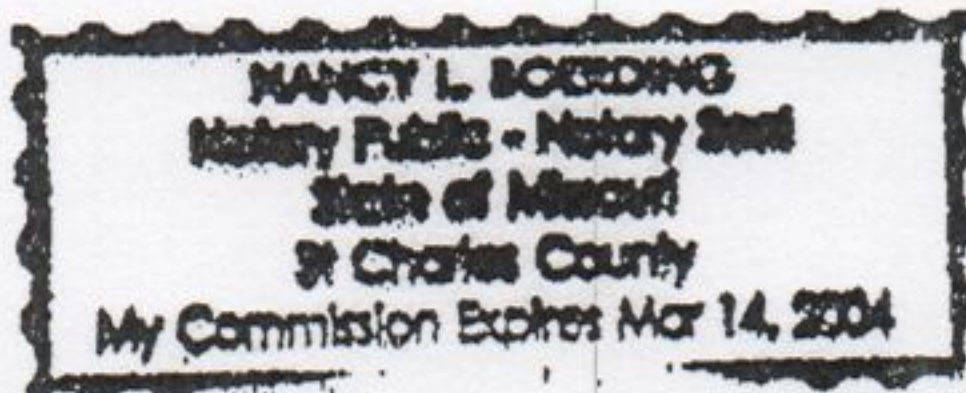
SS.

On this 2nd day of February, 2001, 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 St. Charles County Construction 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 the said instrument was signed as 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 for above written.

Nancy L Boeding
Notary Public

My term expires:



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTION AND
INDENTURE CREATING HOMEOWNERS ASSOCIATION

AND
ESTABLISHING RESTRICTIONS FOR
ROSEDALE
COUNTY OF ST. CHARLES
STATE OF MISSOURI

THIS AMENDMENT to the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale is made this 5th day of February, 2007.

WITNESSETH:

WHEREAS, the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale was executed on February 2, 2001, and was recorded on February 5, 2001 in Book 2499, Page 1186 of the St. Charles County Records; and

WHEREAS, it is in the best interest and welfare of the Rosedale Homeowners Association and the lot owners to amend the Declarations as set forth below; and

WHEREAS, at an election duly held on the 5th day of February, 2007, at least two-thirds (66.66%) of the current lot owners voted in favor of the Amendment as set forth below in accordance with Article VI.

NOW, THEREFORE, the lot owners of Rosedale hereby amend and restate Article IV, subsections J, Q, R, U and W of the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale as follows:

ARTICLE IV— RESTRICTIONS

Subsection (J) shall be deleted in its entirety and amended to read as follows:

J. No fences shall be erected except after review and approval of a majority of the Board of Governors, in addition to any permits required by the City of Cottleville or County of St. Charles and all fences shall be designed and constructed so as to be compatible with the neighborhood; more specifically, all fences shall be constructed of vinyl or aluminum materials and shall not exceed a vertical height of six feet (6'). All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision. Chain-link and wooden fences are prohibited. The property owner upon which the fence is located is responsible to repair and maintain the fence. There will be a 10 day letter sent to the homeowner to respond, and let the board know when the fence will be repaired. In the event that the fence remains in disrepair in excess of thirty (30) days, the Board of Governors may, upon reasonable notice to the property owner, repair, restore or remove such fence and assess the costs of such cost to the property owner.

Subsection (Q) shall be deleted in its entirety and amended to read as follows:

Q. Above-ground type swimming pools are strictly prohibited with the exception of temporary vinyl or plastic "kiddie" or "toddler" pools no larger than eight feet (8') in diameter.

Subsection (R) shall be deleted in its entirety and amended to read as follows:

R. Garbage, deleterious substances, cans, bottles, refuse, debris, or discarded material should not be permitted to accumulate upon the premises, but the same must be removed at the expense of the lot owner and at such frequent intervals as necessary to keep the premises clean and sanitary. No lot shall be used as a storage place of salvaged material or dismantled thereon for salvage purposes any old machines or automobiles. No inoperable or unlicensed vehicles, campers or similar trailers may be kept, maintained or repaired anywhere in the subdivision except in an enclosed garage.

Subsection (U) shall be deleted in its entirety and amended to read as follows:

U. No tank, bottle or container for the storage of fuel or other type structure shall be placed or permitted on, above or below the surface level of any lot except lots held for new home construction and twenty pound (20lb) propane tanks to fuel propane barbeque devices. Exterior radio or television receiving or transmitting antenna station, tower or other similar device shall be permitted on any building or lot except satellite dishes which do not exceed 36"

in diameter (22" x 36" for oval or rectangular). Such satellite dishes may be installed so long as the installation is approved by a majority of the Board of Governors. Attachment of satellite dishes to the front of the residence (roof or front exterior) is prohibited.

Subsection (W) shall be deleted in its entirety and amended to read as follows:

W. No basketball backboard, goalpost, tetherball or other permanent sporting equipment shall be affixed on the front of the garage or dwelling facing the street or placed in the front yard between the dwelling and the street upon which it faces. Portable equipment will be allowed so long as the portable equipment is not placed on a sidewalk or in a position which blocks a driveway or walkway. Permanent equipment may be affixed in the back yard only.

(b) In all other respects, the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Rosedale dated February 2, 2001, recorded in book 2499, Page 1186 in the St. Charles County Recorders Office shall remain in full force and effect as specifically amended herein.

(c) The undersigned Board of Governors of Rosedale hereby request that this First Amendment to the Declarations be made of record and recorded in the St. Charles County Recorder of Deeds Office.

(d) The undersigned Board of Governors hereby certifies that on the 5 day of February, 2007, this amendment was placed on a ballot and voted on by the lot owners of record of Rosedale; that thirty (30) days preceding the election, notice was given to all lot owners of the election and the amendment to be considered.

(e) That the voting lot owners constituted a proper, legal quorum and the amendment carried and is effective the day and date of recording.

The Board hereby certifies that in accordance with the vote of the lot owners of Rosedale and the approval of the majority of the Board of Governors, the Amendment passed and shall be placed of record in the St. Charles County Recorder of Deeds Office.

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11-4-5

DECLARATION OF RESTRICTION AND
INDENTURE CREATING HOMEOWNERS ASSOCIATION
AND
ESTABLISHING RESTRICTIONS FOR
ROSEDALE
COUNTY OF ST. CHARLES
STATE OF MISSOURI

8503

THIS INDENTURE, made and entered into this 2nd day of February, 2001, by and between FIRST LAND CO. OF ST. CHARLES COUNTY, INC., a Missouri Corporation, party of the first part, and HAROLD W. BURKEMPER, GENE HORSTMEIER, AND JAMES A. GIGLIOTTI, all of St. Charles County, State of Missouri, parties of the Second Part, and such other persons who shall hereafter be elected as members of the Board of Governors hereunder, herein referred to as the Board of Governors.

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner of all the lots and land in a tract of land situated in the County of St. Charles, State of Missouri, and described as:

All of ROSEDALE,
according to the Plat thereof
recorded in Plat Book _____, Pages _____
of the St. Charles County Recorders Office.

WHEREAS, there have been or may be designated, established and recited on deeds conveying said lots or required plats certain easements and certain common areas which are provided for the purpose of constructing, maintaining, and operating streets and drives; sewers, pipes, poles, wires, storm water drainage facilities, street lights, open space, recreational areas, entrance monuments, and other facilities and public utilities for the benefit of the owner or owners of the lots shown on said plat: and

WHEREAS, it is the purpose and intention of this Indenture to create a means of cooperation between present and future lot owners and homeowners in said Subdivision among themselves and under certain circumstances with lot owners and homeowners in adjacent and adjoining lands, all in the interest of fostering and enhancing their health, safety, and welfare and for the establishment of a harmonious atmosphere and common interests, wholesome spirit of neighborly understanding and cooperation; to preserve said tract of land and possible adjacent and adjoining land as a restricted neighborhood plan and scheme of restrictions; to apply that plan and restriction not only to all of said land and possible adjacent and adjoining land and every lot thereof as it may be sold from time to time, but also in favor of any and all other lots within said residential area in the hands of the present or future title holders of occupants of any or all said lots and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and severally for the benefit of the Parties of the First part and of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument: and

WHEREAS, by plat or deed creating easements, streets, roadways, all roundings and intersections thereof designated upon and shown on said plats have or will be dedicated to perpetual public use.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to parties of the First Part in hand paid by the Parties of the Second Part, the receipt of which is hereby acknowledged, and further in consideration of the advantages to accrue to the Parties of the First Part as well as to future owners of said lots, and with the agreement and consent of the Parties of the Second Part to act as "Board of Governors" hereunder, the Parties of the First Part hereby grant, bargain, sell, convey, and confirm unto the Parties of the Second Part as "Board of Governors"; and as joint tenants in common, and to the successor or successors of them;

6

A. All ponds, lakes, parks, playgrounds, common property and drainage facilities, if any, contained in said land covered by this Declaration, and not otherwise dedicated or conveyed on the plat or plats of the aforesaid property;

B. Easements, in, over, upon and across such portions of said land as may be now or hereinafter designated, as follows:

The rights, benefits, and advantages within said subdivision of having ingress and egress to and from, over, along and across such common property, streets, drives, right-of-way, public utility easements, storm sewers and drainage facilities and appropriately beautifying, maintaining, improving, rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on same; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of said Subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for telephone and electric wires and suitable pipes, conduits or other means of conducting telephone, electricity, gas, water, sewage or other useful agencies.

TO HAVE AND TO HOLD the same to said Board of Governors and their successors forever in trust for the Grantor and the present or future owners of each of the said lots, and said lots and all of them shall forever remain subject to the burdens and entitled to the liens involved in said easements and the said Grantor for itself, its successors and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its successors or assigns, to any part of the said property hereinabove described, hereby provides that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels as may be purchased in said subdivision and any other lands which may hereafter become subject and subservient to this Indenture and as appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the said Board of Governors and their successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of this Indenture.

Notwithstanding any other provisions of this Indenture, in the event that the trust with respect to common property in effect at the end of twenty (20) years from the date of this Indenture or, if earlier terminated, at the time of such termination, the then members of the Board of Governors shall convey by deed all the common property, if any, to the then owners of lots in this Subdivision as joint tenants; provided, however, that all the rights, powers and authority conferred upon the Board of Governors shall continue to be possessed by the Board of Governors. It is the intention of this instrument that such conveyance shall constitute a change in ownership of title but shall not alter, abridge, or change the powers, duties or function of the Board of Governors.

I

CREATION OF THE ROSEDALE
HOMEOWNERS ASSOCIATION

All the present and future lot owners or homeowners in all lands as are now or shall be in the future subject to this Indenture, shall as a group hereby be established and hereby be known as "Rosedale Homeowners Association", and as such lot owners or homeowners shall have all the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

II

SELECTION OF BOARD OF GOVERNORS
MEETING OF LOT OWNERS

There shall be Three (3) members of the Board of Governors hereunder, same being at the date of execution of this instrument and the Second Parties hereto. During the period of service of said Second Parties as members of the Board of Governors as provided for herein.

One third of the Board of Governors shall be purchasers of developed lots after permits

for fifty percent (50%) of the lots have been issued; two thirds of the Board of Governors shall be purchasers of developed lots after permits have been issued for ninety five percent (95%) of the lots have been issued; all of the Board of Governors shall be chosen by purchasers of developed lots after all of the lots have been sold. It is the intention of the instrument that after the expiration of the terms of office of the members of the Board of Governors first elected hereunder, each member of the Board of Governors shall serve from a term of three (3) years and that said terms shall be staggered to the end that thereafter one member of said Board shall be elected at each annual meeting of the lot owners.

Following the annual meeting of the lot owners as provided for herein, the Board of Governors shall designate one of its members to serve as Chairman of the Board and one member to serve as Secretary of the Board until the time of the next following said annual meeting. There shall be an annual meeting to be held at a convenient place in the County of St. Charles, and there may be special meetings of said lot owners as may be called by any one member of the aforementioned Board of Governors, also to be held at a convenient place in St. Charles County. Ten (10) days notice in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by the Board of Governors or by the member of the Board calling said meeting, by depositing same in the United States mail, properly addressed and with postage prepaid. The successor to the elected member of the Board whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the majority of votes or ballots cast shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Governors, all the estate, rights, interest, privileges and powers by this Indenture granted to his or their predecessor.

→ any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting provided for herein. In the event that any one of the three elected members of the Board of Governors duly elected hereunder, shall die or cease to reside in the land subject to this instrument, or become incompetent for whatever reason to discharge the duties or avail himself or themselves as a member of the Board of Governors under this Indenture, then and thereupon, it shall be the duty of the remaining members of said Board to select a successor to fill the unexpired term of such deceased or incompetent member. Any business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting described above.

→ All members of the Board of Governors, except Second Parties and their appointed successors as described above, shall be residents of the land subject to this instrument.

→ All Actions of the lot owners at annual or special meetings shall be by a majority of votes cast at such meetings. All Actions of the Board of Governors shall be by majority vote.

III THE BOARD OF GOVERNORS

The Parties of the First Part hereby vest the Board of Governors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with respect to all the land which is now or which may in the future be made subject hereto under the terms and provisions hereof:

A. To exercise such control over the easements, streets, drives or rights-of-way until same are dedicated to public bodies and agencies, public utilities or others furnishing common services to occupants of the land subject hereto, as in necessary to maintain, repair, supervise, and insure the proper use of said easements, streets, drives or rights-of-way by the necessary public utilities, and, others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives or rights-of-way, sewers, pipes, poles, wires, and other facilities and public utilities for service to the lots within the land subject hereto.

B. To prevent in their own names and the Board of Governors, any infringement and to compel the performance of any restrictions set out in this Indenture or established by laws. This

provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Board of Governors is intended to be discretionary and not mandatory.

C. To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expense of incurred. The Board of Governors or their officers, agents or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting.

D. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached building or out-buildings proposed for erection on said lots, proposed additions to such buildings or alterations in the external appearance of the buildings already constructed it being provided that no building, fence, detached building, out-building or other structure may be erected or structurally altered on any said lots unless there shall first be written approval of a majority of the Board of Governors of the plans and specifications. In approving or rejecting such plans or specifications, the Board of Governors shall consider their compliance with the terms and provisions of this Indenture, together with the consistency and suitability of same in light of existing structures in the subdivision and the impact of same upon the lots in the subdivision, the value of thereof and the health, welfare and safety of the lot owners.

E. To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

F. The Board of Governors in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, clerks, other employees and labor as they deem necessary or advisable; employ counsel to advise the Board or to institute and prosecute such suit as they deem necessary or advisable, and defend suits brought against them individually or collectively in their capacity as Board of Governors.

G. At the discretion of the Board of Governors, in the interest of the health, welfare and safety of the lot owners and homeowners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law or Federal, State, County or municipal regulation, to provide lights on streets, parks, gateways, entrances, common property and other public or semi-public facilities: to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and the marking of streets or roads, lanes and pedestrian ways to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plan, care for, maintain, spray, trim, and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere within the land subject hereto; to provide at suitable locations receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.

H. To establish, operate, conduct, regulate, improve, maintain, repair, add to or reduce common property and any buildings and facilities as may exist or be established thereon; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

I. The Board of Governors and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and parcels of land in the subdivision for the purpose and at the rate hereinafter provided, and in the manner and subject for the provisions of this instrument.

J. To make a uniform assessment of a sum not to exceed Five Hundred (\$500.00) Dollars per lot on which a single family residence has been constructed and been occupied at least one day for residential purposes by an owner or tenant in any one year. The Board may also, in its absolute discretion, extend such assessment to unimproved lots which are required under the terms of this Indenture to commence construction within six (6) months. Said assessments shall be for the purpose of providing funds to carry out the general duties and powers of the Board of Governors as herein described and for the further purpose of enabling the Board of Governors

to defend and enforce restrictions, to adequately maintain and operate the common property, parks, paths, easements, storm water detention areas, trees and other facilities or otherwise properly protect the health, safety and general welfare of the property owners and to perform any of their duties or rights hereunder, except as expressly limited hereunder.

2. If at any time the Board of Governors shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the lot owners for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated be approved, either at a meeting of the lot owners duly called and held in the manner provided with reference to the election of members of the Board of Governors by a majority vote of all the lot owners, voting by written ballot, in person or by proxy, or by the written consent of the owners of a majority of the lots, the Board of Governors shall notify all lot owners of the additional assessment and the limit of Five Hundred (\$500.00) Dollars per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph. Said special assessment shall be made only against those lots on which there is situated a residence ready for occupancy.

3. All assessments, either general or special, made by the Board of Governors for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

- a.) Notice of all assessments may be given by mail addressed to the last known or usual postal address of the holder of legal title and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.
- b.) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve per cent (12%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board of Governors may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in St. Charles County, State of Missouri, and the Board of Governors may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or its affected, and the Board of Governors shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessment.
- c.) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist, are hereby referred to and made a part of this instrument, and the Board of Governors shall have the right to employ any procedure described therein to effectuate collection of any assessments hereunder.
- d.) Except as otherwise provided, no assessment shall be made except upon resolution duly adopted by a majority of the Board of Governors at a meeting of the Board of Governors, which resolution shall be incorporated into and made a part of the minutes of said meeting.
- e.) The lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri, and to any other bonafide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors and of evading the assessments provided for herein; provided, however, that the terms and provisions hereof shall be and remain fully applicable to all the land subject hereto after foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequent to such foreclosures.

K. The Board of Governors shall have the full and unqualified right, power and authority concerning all the property, real, persona or mixed, owned or held by said Board to:

1. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Board's powers and duties hereunder including the construction of improvements.
2. Purchase insurance against all risks, casualties and liabilities of every nature and description.

3. Borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same.
4. Make all types of permanent, temporary, construction or other loans.
5. Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

L. The Board of Governors shall deposit funds coming into their hands, as the Board of Governors, in a State or National Bank, protected by the Federal Deposit Insurance Corporation, or in a State or Federal Savings and Loan Association, protected by the Federal Savings and Loan Insurance Corporation. The Board of Governors shall designate one of their members as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded, if the Board of Governors so requires, for the proper performance of his duties in an amount to be fixed by the majority of the Board of Governors.

M. All rights, duties, powers, privileges and acts of every nature and description which said Board of Governors might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Board of Governors unless otherwise provided in this Indenture. Members of the Board of Governors shall not be personally liable for their acts in the performance of their duties save for dishonesty or acts criminal in nature.

Notwithstanding any other conditions herein, the Board of Governors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Cottleville which the subdivision is a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Board of Governors shall make provisions for the maintenance and operation of all street lights, roadways and easements not otherwise accepted by a political subdivision or utility.

IV

RESTRICTIONS

The Parties of the First part herewith covenant with the Board of Governors, their successors or successors in trust, and all owners of lots in this Subdivision, their grantees, leasers, assignees and heirs, that the following general restrictions shall apply to all land subject hereto and each owner or owners of such land, their grantees, lessees, assignees and heirs covenant:

A. That no person may dwell in or occupy on any of said lots, any garage, outbuilding, trailer or other structure not designated as permanent or stationary, nor may any person use any of said lots or any building or structure thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That the height of buildings, the minimum dimensions of yards and the minimum lot area for families shall be as follows:

1. No building hereafter erected or structurally altered shall exceed twenty-five (25) feet in height.
2. Every building shall observe all yard, setback and lot area requirements prescribed by the ordinances of the City of Cottleville, Missouri and the building lines as shown and indicated on the recorded plat of said Subdivision are hereby established.

C. That all platted lots in this Subdivision shall be restricted to one family residence usage only and that not more than one main building shall be erected on any one lot established in the subdivision.

D. That no pigeons, poultry, cattle, hogs, rabbits, or other animals (except dogs, cats or other household pets and provided that such pets shall not exceed two (2) in total number at any one time may be kept if not bred or maintained for commercial purposes) may be kept in or on any part of said property unless written permission be obtained from the Board of Governors, and such permissions, if granted, shall be revocable at the pleasure of the Board of Governors. Dogs and cats must be restrained so as not to be running at large beyond property lines.

E. That no residence, accessory building or any portion of any lot shall be used as a boarding house, nursing home, rooming house, club house or road house, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purposes prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgement of the Board of Governors, to the owners of inhabitants of lots in the land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

F. No lot shall be resubdivided nor shall a fractional part of any lot be sold without the consent of the Board of Governors. this provision shall not, however, require the consent of the Board of Governors for the sale of an entire lot once established.

G. No trash, rubbish or garbage receptacle or can shall be place don the premises outside the buildings thereon except upon the day of the week or month upon which the regularly scheduled collections of same are to take place.

H. No one story main building shall be erected with a total area of less than Two Thousand (2000) square feet excluding garage and porches, said measurements to be made at the outside wall and provided that no building having two finished levels, one above the other, shall be erected with a total area of less than Twenty-five Hundred (2500) square feet excluding garage and porches, said measurement to be made at the outside wall. Each resident must include a minimum of a three car attached or connected garage and have a solid continuous, poured foundation of concrete and a paved driveway of concrete or asphalt.

I. No one will be permitted to live on any lot in a temporary building, a trailer or a tent erected or placed thereon.

J. No fence may be erected without the consent in writing of a majority of the Board of Governor in addition to any other permits required. All fences shall be constructed of vinyl in a vertical design, and not to exceed 6' in height. In the event that any fence deteriorates or falls into disrepair, the Board of Governors may in their discretion, repair, restore, or remove such fence and charge the cost of same to the then owner of such lot.

K. Except during the construction period, no lot owner shall park a 3/4 ton truck or larger on any lot other than in a garage for a period in excess of one hour per day. No repair or maintenance work shall be done or performed on any motor vehicle, any boat or truck, except in an enclosed garage. No vehicle shall be parked on a public street for more than twelve (12) hours in a twenty-four (24) hour period from twelve (12) noon to twelve (12) noon of the following day. No parking shall be permitted upon the side of streets posted as "No Parking".

(L) With respect to any corner lot, there shall be not shrubbery, trees, flowers, vegetation, walls and fences greater than one (1) foot in height with a triangular area bounded by the property lines on each street and a line connecting said property lines thirty (30) feet from the intersection thereof or in a case where the intersection is rounded, thirty (30) feet from the point where a straight projection of property lines would intersect; provided, however, that trees boughs or branches may overhang such area so long as they do not extend lower than seven (7) feet from the ground. In the event of violation of this restriction, the Board of Governors, their agents, servants and employees shall have the absolute right to enter upon the lot involved and remove, trim, cut or destroy any shrubbery, trees, other vegetation or other structures or obstacles in violation of this restriction.

M. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot, except for the erection and maintenance of not more than one (1) sign on each lot, not exceeding five (5) square feet in size and used for the sole and exclusive purpose of advertising for sale or lease of the lot or tract on which it is erected; provided that the Parties of the First Part reserve the right to erect signs and displays and connection with its subdivision development and the sale of lots without restrictions.

N. No lot owner shall park a boat, camper, trailer or part thereof on any lot other than in a garage. This shall not apply to Parties of the First Part during the construction period.

O. No detached buildings, sheds, kennels, or other structures shall be permitted on any lot. Plans and specifications of all contemplated additions or alterations to the main building must be submitted to the Board of Governors for approval prior to the start of any construction. The Board of Governors may allow variance in the plans from these restrictions. All buildings must be constructed in accordance with the plans and specifications so submitted and approved.

P. No residence may be occupied unless an Occupancy Permit from the City is issued, if applicable. Construction of each residence must commence within twelve (12) months of purchase of an individual lot and be completed within six (6) months of the commencement of construction.

Q. No above ground type swimming pools shall be erected on any lot.

R. Garbage, deleterious substances, cans, bottles, refuse, debris, or discarded material should not be permitted to accumulate upon the premises, but the same must be removed at the expense of the lot owner and at such frequent intervals as necessary to keep the premises clean and sanitary. No lot shall be used as a storage place of salvaged material or dismantled thereon for salvage purposes any old machines or automobiles. Automobiles in operable condition must be moved.

S. Culverts, inlets and storm water drainage improvements, including swales and ditches of sufficient capacity to carry storm water for the proper drainage of the roads, drives and lots must be maintained by the lot owner as may be directed by the Board of Governors at the lot owner's expense. In the event of the failure of the lot owner to allow such storm water drainage, the Board of Governors, their agents, servants and employees shall have the absolute right to enter the lot involved and install said culverts and storm water drainage improvements and charge the cost thereof to said lot owner, and place a lien on his lot to secure the payment of said costs.

T. All water and sewerage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the subdivision, except during the original home construction phase.

U. No tank, bottle or container for the storage of fuel, or other type structure shall be placed or permitted on or above the surface level of any lot, except lots held for new home construction. Satellite dishes which do not exceed 18" in diameter and not affixed to the front of a residence may be installed upon approval of the Board of Governors.

V. No lot may be planted in field crops, which covers more than six hundred (600) square feet of any lot, and shall only be in the rear of any residence. All grasses and weeds which may grow upon any lot shall be cut and trimmed by the lot owners so as not to permit a greater height than eight (8) inches.

W. No basketball backboard, goalpost, tether ball or other permanent sporting equipment shall be affixed on the front of the garage or dwelling facing the street, or placed in a front yard between the dwelling and street upon which it faces, provided that this restriction shall not apply to the side yard or a corner lot which front upon a street. Portable equipment will be allowed for use between the hours of 8:00 am and 8:00 pm daily. After 8:00 pm such units shall be stored inside a garage.

X. The outside exterior walls of all structures shall be constructed of wood, wood products, vinyl, clay brick, rock or stone, sightly and of good workmanship and if the exterior be of wood or wood products, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not be permitted without first having obtained the written consent of the Board of Governors as herein named. All outside exterior walls of any structure shall be completed and finished within ninety (90) days after the footing and foundation of any structure has been completed.

Y. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and the plans showing the location of a structure have been approved by the Board of Governors as to quality of workmanship and materials, harmony of exterior design with existing structures.

ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of any lot or portion thereof in this subdivision, their heirs, executors, administrators, grantees or assignees, or any one them hereinafter owning nay of said lots or part thereof shall infringe or attempt to infringe or omit to perform any covenant of restrictions aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any lot or parcel of land subject hereto, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase) or for the said Board of Governors in behalf of or for the benefit of themselves or any of said owners, or for any or either of them to infringe or attempting to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any lot or parcel of land subject hereto, or having a legally recognizable interest in said land (by lien mortgage, deed of trust or contract or option for purchase) or for the said Board of Governors in behalf of or for any or either of them to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages, including reasonable attorney's fees, or other dues for such infringement or omissions. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of any parcel of land, or any part thereof subject to said covenants, yet they are not to be enforced personally against the Parties of the First Part, its successors and assigns, unless said Parties of the First Part while owning or controlling some parcel of land or part thereof subject to such covenant or covenants embracing such parcel or part thereof. It is, and is hereby declared to be, the intention that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land within the tract subject hereto and to end with all titles, interests and estates in same, and be binding upon every owner, lessee or occupant of any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of land and concerning such parcel of land or any part thereof.

The restrictions herein contained and the provisions of this Indenture are to be considered independently, and in the event any of them shall be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions of this Indenture shall not be thereby impaired or effected.

VI

DURATION, AMENDMENTS, MODIFICATIONS, ADDITIONAL PROPERTY

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for fifty (50) years from the date of this Indenture and shall, as then in force, be continued automatically without further notice, for successive periods for ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, notice is given to the Board of Governors by at least Ninety-Five (95%) percent of the owners of lots platted on the land then subject hereto to their intention to terminate this Indenture, in which event same shall be terminated and ended at the end of such period.

It is further agreed expressly and understood that any modification, amendment or change in the terms of this Indenture or elimination of any one or more lots or parts or parts thereof from the coverage of this Indenture may be made at any time by written consent of two-thirds (2/3) of the owners of the lots in the land subject hereto, subject to the approval of a majority of the Board of Governors.

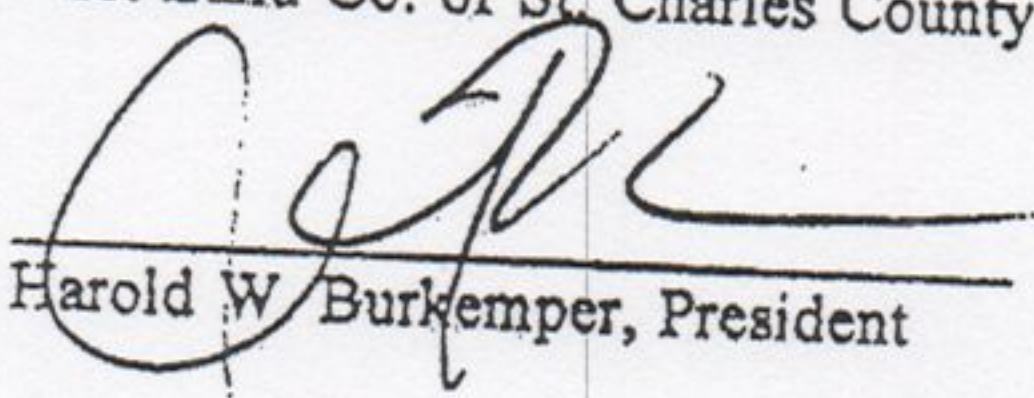
Parties of the First Part reserve the right and shall have the right to amend this trust agreement and Indenture in any manner whatsoever, including by way of example and not by way of limitation, amendments calculated to permit qualifications of the lots in said subdivision and improvements thereon so as to meet requirements of the Federal Housing Administration,

or the Veterans Administration, or of any mortgagee or lender, in order that said improved lots will qualify for financing or loans from any mortgagee or lender, the right to relocate building lines established by any recorded plats, and the right to resubdivide or relocate any platted lot lines, without notice, at any time, so long as Parties of the First Part retain legal ownership of one or more lots or any part of the property subject thereto, providing the said Parties of the First Part shall record any such amendment in the Office of the Recorder of Deeds of the County of St. Charles.

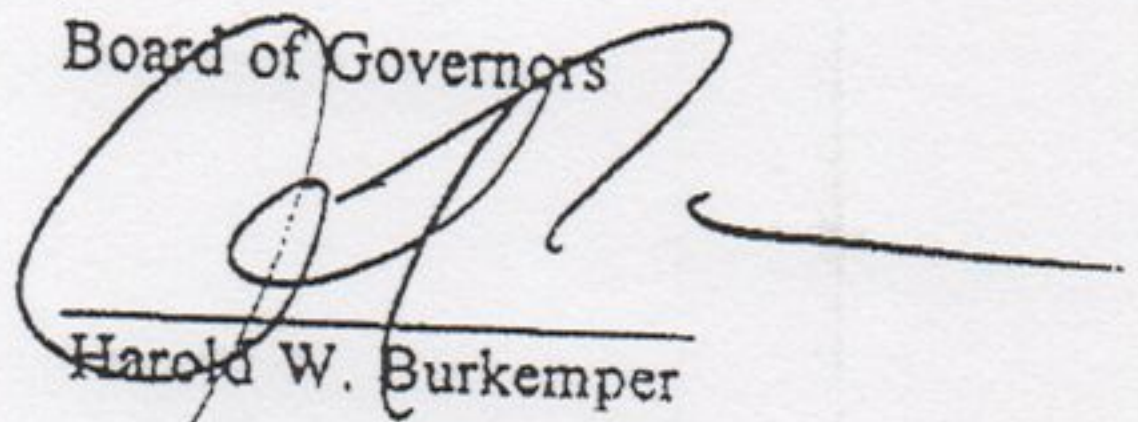
Parties of the first part reserve the right to make adjacent land or lands subject to the terms and conditions of this Indenture by appropriate plat legend on any Plat of record subdividing adjacent land.

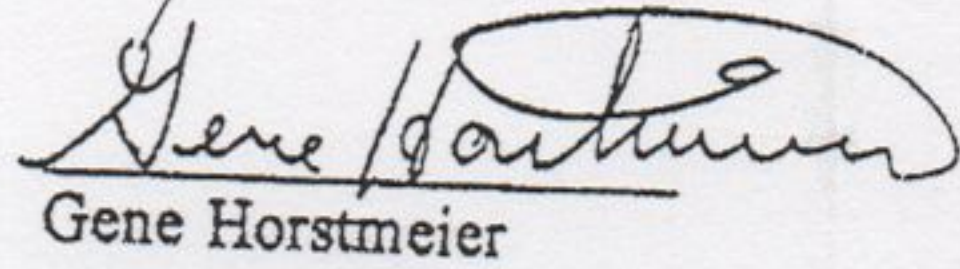
IN WITNESS WHEREOF, the said Parties of the First Part and Parties of the Second Part have hereunto executed this Indenture in the day and year first above written.

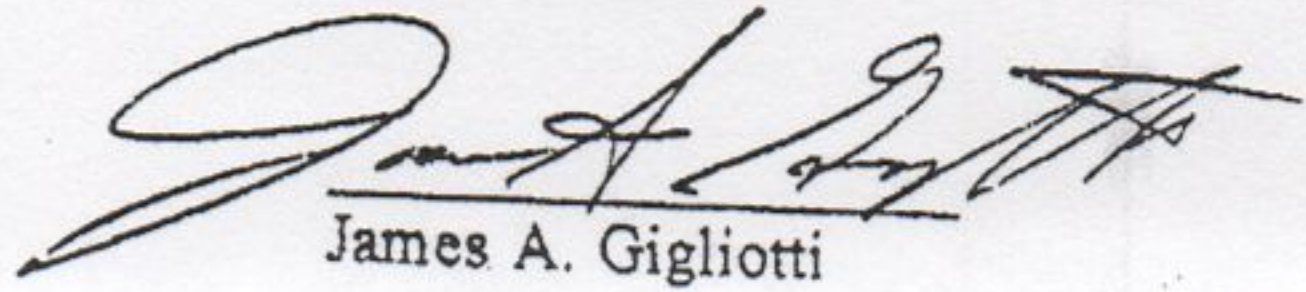
First Land Co. of St. Charles County

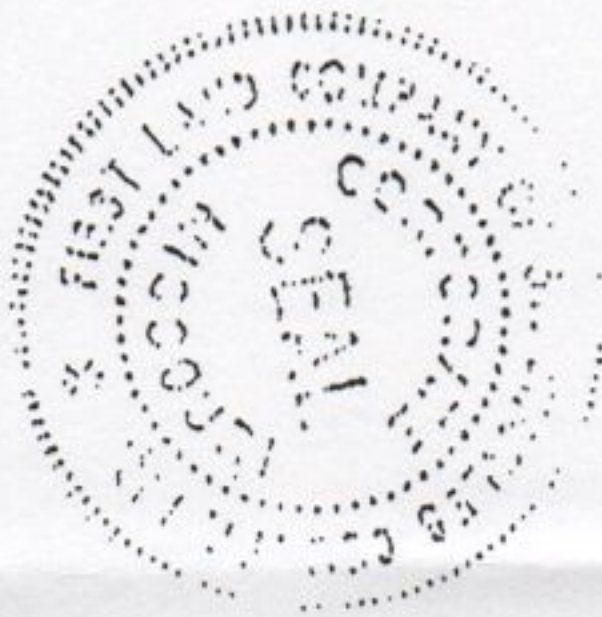

Harold W. Burkemper, President

Board of Governors


Harold W. Burkemper


Gene Horstmeier


James A. Gigliotti



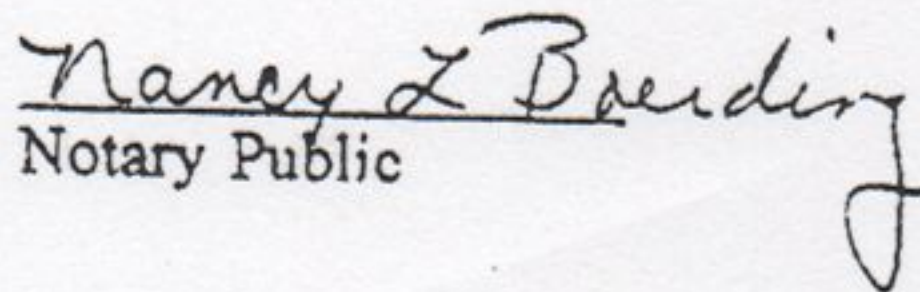
STATE OF MISSOURI

SS.

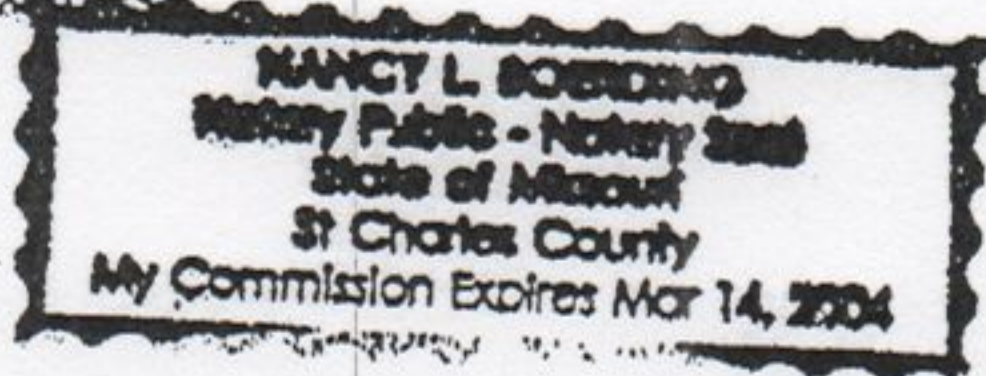
COUNTY OF ST. CHARLES

On this the 2nd day of February, 2001, before me personally appeared Harold W. Burkemper, Gene Horstmeier and James A. Gigliotti, all of St. Charles County 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.

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


Notary Public

My term expires:



STATE OF MISSOURI

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COUNTY OF ST. CHARLES

SS.

On this 2nd day of February, 2001, 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 St. Charles County Construction 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 the said instrument was signed as 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 for above written.

Nancy L. Boerding
Notary Public

My term expires:

