



Declaration of Covenants  
and Restrictions for the  
Villages at Huntleigh Ridge

THIS DECLARATION, made this 22nd day of April, 2008, by  
Paramount Properties, L.L.C. a Missouri limited liability company, hereinafter called  
Developer.

WHEREAS, Developer is the owner of a tract of land described in Article II of  
this Declaration and desires to create thereon a residential community and to this end,  
desires to subject the real property described in Article II together with such additions as  
may be hereinafter made thereto to the covenants, restrictions, easements, charges, and  
liens, hereinafter set forth, each and all of which is and are for the benefit of said property  
and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for efficient preservation of the  
values and amenities in said community, to create an association to which should be  
delegated and assigned the powers of maintaining and administering the community  
properties and facilities and administering and enforcing the covenants and restrictions  
and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer hereby forms an Association known as the Villages at  
Huntleigh Meadows Homeowner's Association for the purpose of exercising the  
functions set forth herein;

NOW THEREFORE, the Developer declares that the real property described in  
Article II and such additions thereto as may be hereinafter made, is and shall be held,  
transferred, sold, conveyed and occupied subject to covenants, restrictions, easements,  
charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set  
forth.

ARTICLE I

Section 1. The following words when used in this declaration (unless the context  
shall prohibit) shall have the following meanings:

(a) "Assessment year" shall mean January 1, 2008 to December 2008,  
and January 1 through December 31 of each succeeding year.

(b) "Association" or "Community Association" shall refer to The  
Villages at Huntleigh Meadows Homeowner's Association.

(c) "The Properties" shall mean and refer to all such properties and  
additions thereto, as are subject to this Declaration.



(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired, title by foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) "Common Properties" shall mean all real properties and the improvements owned by or to be maintained by the Association for the common use and enjoyment of the members of the Association including but not limited to all streets and cul-de-sacs which shall be private or public and other properties which the Developer shall designate. This includes, but is not limited to all common ground and easements, common element drainage and storm water detention, streetlights and entrance monuments;

#### ARTICLE II - Property Subject to This Declaration and Additions Thereto

Section 1. Existing Property: The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Charles County, Missouri and is more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

All of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Addition to Existing Property: Additional lands come subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer may from time to time add to the Properties such land as is now owned or hereinafter owned or approved for addition by the Developer provided that the land so added shall at the time be bound by all of the terms of this declaration and any future modification thereof and provided that the Developer shall be under no obligations to add additional land to The Properties.



ARTICLE III – Membership and Voting Rights  
In the Association

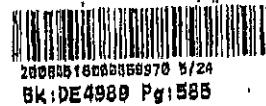
Section 1. Membership: Subject to provisions of Article V, Section 1, every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights: After the Developer has called the election for the Board of Directors pursuant to Article V, Section 2, the Association shall have one class of voting membership. Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Nor shall there be any division of any single vote.

ARTICLE IV – Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each owner of any Lot by acceptance of a deed therefore, whether or not is shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, 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 cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property when such assessment is made in accordance with Article IV, Section 3 herein. Each such assessment, together with the cost of collections thereof as hereinafter provided, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Notwithstanding the foregoing, no assessments shall be charged against lots owned by Developer and Developer shall have no obligation to pay assessments of any kind relating to Lots owned by Developer at any time

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of any Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereof, and for the cost of labor, equipment, materials, management and supervision thereof. This includes, but is not limited to streetlights, entrance monuments, the common ground and the common elements.



Section 3. Basis and Maximum of Annual Assessments: At the first organized meeting of the Association, annual assessments shall be determined, until such time the assessment shall be \$300.00 per Lot per year, however no lot shall be subject to the annual assessment until an occupancy permit has been issued for an improvement located on such Lot. If an occupancy permit is not required for occupancy of any improvement, then such assessments contained thereon are not due and payable until any and all improvements for that Lot have been completed. From and after the above time, the annual assessment may be adjusted by vote of the Members, as hereinafter provided, for the next succeeding period of three years.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Properties, provided that any such assessment shall have the assent of the majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments: The Association may change the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of this meeting.

Section 6. Quorum for Any Action Under Sections 4 and 5: The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be ninety percent (90%) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment Due Dates: The annual assessments provided for herein shall be due on January 1 of each and every year. The first annual assessment for each lot shall be made for the balance of the calendar year on a prorata basis and shall become due and payable on the day fixed for closing. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year. The due date of any special assessments under Section 4 hereof shall be fixed in the resolution authorizing such assessment.



Section 8. Duties of Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare the roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

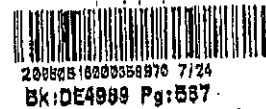
The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment of Lien: The Personal Obligation of the Owner; The Lien; Remedies of Association: If the Assessments or Liens are not paid on the date when due (being the dates specified or time period specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the assessment or lien is not paid within thirty (30) days after it is due it will then be considered delinquent. The delinquency thereafter will be charged at a rate of eighteen percent (18%) per annum. The Association may bring action at law against the Owner obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest of the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable to a sale or transfer of such property pursuant to a decree of foreclosure, or any other in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter become due, nor from the lien of any such subsequent assessment.

Section 11. Curing of Default: Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00) to cover the costs of preparing and filing or recording such release.



Section 12. Cumulative Remedies: The Assessment lien shall be in addition to all remedies provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association or remedies otherwise provided or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law or equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 13. Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to the public use except for the lots that may have easements in it; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) All properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; (d) all lots owned by the Developer; and (e) all lots which improvements have not been fully constructed as explained in Article IV Section 3 herein.

Section 14. Common Properties and Right of Ways: The common properties and right of ways which the Developer and Association shall maintain includes, but are not limited to the following: All common grounds and improvements thereon, all streets and cul-de-sacs, all easements, all common drainage and storm water detention, streetlights and entrance monuments. Maintenance of any part of or all of these common properties may be transferred upon acceptance by the City of Wentzville, Missouri. The Developer may add to the common properties by a recorded instrument. The Developer and Association shall not allow any structure, planting or other material to be placed or permitted to remain within any storm water drainage easement which may change the direction or flow of the drainage channel. In addition, the Developer or Association shall not permit the planting of any trees, shrubs or other obstructions within the right of way or right of way easement. The Developer and Association may grant easements upon such common ground for placement of utilities or access or use by others.

Section 15. Indemnification: The Association shall indemnify every officer and Director against any and all expenses, including legal fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director, provided that any such officer or director has acted in good faith or in a manner reasonably believed to be in, or not opposed to, the best interest of the members. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify, defend, and forever hold each



officer and director free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and Directors' and Officers' liability insurance to fund this obligation, if such insurance is reasonable available.

Section 16. Indemnification for Actions of Others: Property Unit Owners shall hold the Architectural Control Committee, Developers, and Owners and occupants harmless from the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

#### ARTICLE V

Section 1. Authority of Developers: Until 50% of Lots have been sold and improvements constructed thereon, Richard Boehm or his designee shall exercise the powers and duties of the Board of Directors. Upon completion of sales of 50% of Lots, 1/3 of Trustees shall be chosen by purchasers of developed lots; 2/3 of the Trustees shall be chosen by purchasers of developed lots upon completion of sales of 95% of Lots and all of the Trustees shall be chosen by purchasers of developed lots after all of the lots have been sold.

Section 2. Number, Term and Election: Following the sale of all lots as provided above, a Board of Directors of three (3) persons of the Villages of Huntleigh Meadows Homeowner's Association shall be elected for the purpose of carrying out these Covenants and Restrictions. A notice of such election shall be given by the Developer. A quorum of Lot Owners is not necessary. The person receiving the second and third largest number of votes shall serve a one (1) year term as Secretary and Treasurer, respectively. The Board of Directors shall serve without compensation. Thereafter an election shall be called and held each year for the position of the Directors whose term expires. Each Director's term shall be for one (1) year.

Section 3. Officers: The President shall preside over all meetings of the voting members except the Board of Directors. The Secretary shall keep minutes of all meetings of the Board of Directors and of the voting members and in general perform all duties incident to the office of Secretary. The Treasurer shall keep all financial records and books of account.

Section 4. Annual Meetings: The Board of Directors shall call for an annual meeting of the Lot Owners on the fourth Thursday of October of each and every year unless so changed by the Board of Directors.

#### ARTICLE VI - Architectural Control Committee - ACC

Section 1. Review by Committee: No building, fence, wall, other structure, construction or reconstruction of any kind shall be commenced, erected or maintained



upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, composed by one person, designated to be Richard Boehm or person he so designates, who shall serve until all lots are sold and living units built thereon or until such time as he shall resign. In the event Richard Boehm resigns before 50% of all lots are sold and built thereon by Developer, then he shall appoint a person to replace him, or shall designate that an election to appoint the Board of Directors shall take place as contained in Section 2 herein. Reference in this Declaration to "Architectural Control Committee" shall apply either to the aforesaid committee or his successor, whichever happens to be acting at the time. Said Richard Boehm shall appoint his designee to the Architectural Control Committee. In the event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. After All Lots are Sold: After all lots are sold and homes constructed thereon by the Developer or his designee, the Board of Directors shall appoint three (3) members to the Architectural Control Committee who shall serve at the pleasure of the Board of Directors.

Section 3. Submittals to Architectural Control Committee: The following shall be the minimum requirements for review by the Architectural Control Committee;

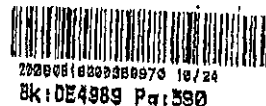
1. New house plans; house additions:

- (a) Two full sets of architectural plans;
- (b) Color sheet describing materials and colors for shingles, brick, trim, siding, etc.
- (c) Plot plan showing lot, house and major improvements; and
- (d) Other information as may be deemed necessary

2. Decks, walls, pools, fences, other improvements:

- (a) Two sets of drawings of proposed improvements drawn to scale;
- (b) Color sheet;
- (c) Plot plan; and
- (d) Other information as may be deemed necessary.

If the Architectural Control Committee requires additional information, the thirty (30) day period specified in Section 1 above shall not apply. The thirty (30) day period will start at the date of submittal of the additional information.



Section 4. Design Standards: The Architectural Control Committee shall use the following design standards when reviewing land use permit applications in planned districts.

- (a) Permissible Building Materials: All buildings shall have exterior material of brick, stucco, textured masonite, stone masonry, aluminum or steel siding, vinyl siding, painted wood or a material that simulates painted wood.
- (b) Prohibited Building Materials: No new building and no remodeled, enlarged or diminished building shall have an exterior material of metal (other than aluminum or steel siding), smooth masonite, permastone, concrete, cinder block, glass block, plywood or half timber unless reviewed and approved as part of an Area Plan.
- (c) Trim Colors/Window Colors: Trim colors and the colors of window frames shall be earth tones, white or a color that clearly complements the main color of the building.
- (d) Residential Front Facade: All dwellings shall present a good, well maintained frontage, harmonious in design to the surrounding neighborhood.
- (e) Residential Roofs: The roof of any residential dwelling shall be covered by slate, tile, cedarshake, fiberglass/asphalt shingles. New roofs shall match the pitch of the existing roof on any residential dwelling.
- (f) Garages: All garages for single-family detached dwellings shall be a minimum of two-car garages and are to be approved by the ACC based on the design of the structure and/or lay of the land. Garages for all other land uses may be front, side or rear-entry. Garages should conform architecturally to the house and its environs.
- (g) Driveways: Any driveway located within ten (10) feet of a driveway on any adjoining lot shall be at an elevation not exceeding one (1) foot in vertical rise for every three (3) feet of horizontal distance from the adjacent driveway. Driveways and parking pads shall consist of only stabilized surfaces such as asphalt or concrete.
- (h) Walkways: All walkways shall consist of stone, brick or concrete. Asphalt walkways are expressly prohibited.
- (i) Mailboxes: All mailboxes shall be approved by the ACC.
- (j) Sod Requirement: All lots are to be seeded.
- (k) Tree Requirement: Each lot owner shall provide a minimum of two (2) hardwood trees that are at least two (2) inches in diameter at one (1) foot above the ground and at a minimum height of eight (8) feet tall. These trees are to be placed between the street and the building line of each lot and are to be no closer than forty (40) feet from each other.



## ARTICLE VII - Use Restrictions

Section 1. General Provisions: All of the Existing Property, including all streets and roadways within the subdivision, and all additional lands which shall be subject to this Declaration under Article II above, shall be subject to the following use restrictions:

1. Land Use: No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.

2. Obstruction of Traffic: No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no living tree of a diameter of more than four inches measured two feet above ground level, lying outside the approved building or driveway shall not be removed without the approval of the Architectural Control Committee.

3. Nuisances: No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done therein 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.

4. Grades: Within any slope control area established by the Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot or other parcel and all improvements for which public authority or utility company is responsible.

5. Fences: Fences that receive the prior written approval of the ACC may be erected on any Lot provided that the Lot owner has provided the ACC with the necessary approved permit issued by the City of Wentzville and such fences are built of wood, wrought iron or PVC (in colors and style approved by the ACC) and of a height of no greater than six (6') feet. Under no circumstances shall chain link fences be allowed upon any Lot in the Subdivision. Under no circumstances shall any fences be allowed upon any Lot in the front yard. No fence, wall, hedge or shrub planting higher than three (3') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No



tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. No Commercial Activities: No commercial activity of any kind shall be conducted on any Lot, in any Living Unit, on the Common Properties, or any street or roadway within the subdivision other than home occupations but nothing shall prevent any promotional activities of the Developer.

7. Livestock: No hogs, cows, goats, birds, livestock or animals of any kind, other than domestic pets (except house pets with vicious propensities), shall be brought onto or kept on the Properties; and no more than two dogs, cats or other such pets may be kept or maintained on any Lot or Living Unit.

8. Parking of Motor Vehicles, Boats and Trailers: No trucks or commercial vehicles, boats, house trailers of every other description shall be permitted to be parked or to be stored on any Lot, street or roadway within the subdivision unless they are parked or stored in an enclosed garage or in such other enclosure approved by the ACC except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, deliver, and other commercial services for a period not to exceed twenty-four (24) hours. No inoperable vehicles or apparatus may be kept, maintained or repaired anywhere in the subdivision.

9. Overhead Wiring: No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on Lots without the consent in writing by the ACC established hereby and with the approval of the County Planning and Zoning Commission.

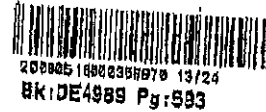
10. Laundry Poles: No permanent poles for attaching wires or lines for the purpose of handling laundry thereupon shall be erected, installed, or constructed on Lots.

11. Antennas: No outside radio antenna, television antenna or satellite dish shall be erected, installed or constructed on any Lot, without written consent of the said ACC.

12. Fuel Tanks: No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Lot, unless approved by the ACC.

13. Temporary Structures: no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or shed will be build to placed upon any lot without submitting to the ACC plans and specifications in writing and receiving approval by the ACC. No such structure can be used as a residence, either permanently or temporarily.

14. Signs: No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot or Common Property; provided,



however, that permission is hereby granted for signs naming the Development and for the erection and maintenance of not more than one advertising board on each lot or tract as sold or conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose for advertising for sale or lease the lot or tract upon which it is erected.

15. Drilling and Quarrying: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

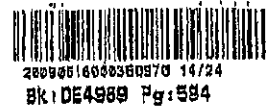
16. Dumping of Rubbish: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, or incinerator or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition and out of view from the front of the Lot, except for the day of trash pick up.

17. Sewage Disposal: No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

18. Water Supply: No individual water system shall be permitted on any Lot.

19. Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are shown on record plats. Such easements shall include right of ingress and egress for construction, installation and maintenance purposes. Adjoining said easements the Developer reserves construction easements of sufficient width to install the utilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot.

20. Care and Appearance of Premises: The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Association shall have the right, upon thirty (30) days notice to the Owner of the Property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner, at the expense of the Owner, to remove trash or rubbish, or unsightly items and to cut grass, weeds and vegetation and to trim or prune any hedge or other planting that in the opinion of the Board of Directors of the Association, by reason of its location or the height to which or the manner in which it is permitted to grow, is



detrimental to adjoining properties or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board of Directors of the Association to keep such property in neat and good order all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand; if not paid within ten (10) days thereof then they shall become a lien upon the property affected, equal to priority to the lien provided for in Article IV hereof and collected as stated therein.

21. Building Materials: No building materials will be buried within the subdivision. All trash will be hauled off site and disposed of in proper disposal facilities.

Section 2. Provision Applicable to Lots Designated for Single-Family Dwellings: Any Lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions:

1. Land Use: None of said lots may be improved, used or occupied for other than private and single family residence purposes (except for model homes) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.

2. Height Limitation: Any residence erected on any of said Lots shall not be more than two (2) levels in height above ground, provided that a residence more than two (2) stories in height may be erected on any said lots with the written consent of the ACC.

3. Minimum Building Size Requirements: Any residence must conform to the following minimum enclosed floor area:

- (a) Ranches or ranch atriums: 1,100 square feet; and
- (b) Two stories or one and a half stories: 1,400 square feet

The words "enclosed floor area" as used herein shall mean and include any residence enclosed and finished for all year occupancy, computed on outside measurements of the residence and shall not mean and include any area of the basement, unless such area is finished for year round occupancy, such as the case of a ranch atrium, garages, porches and attics.

4. Building Lines: No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat; nor shall any part of any residence be located on a lot nearer than six (6) feet to the side property line nor nearer than twenty-five (25) feet to the front or rear property line. However, a residence or part of any residence may



be located on any lot nearer than the said building line shown upon said plat with the written consent of the ACC and with approval of the City of Wentzville Board of Adjustment or other appropriate governmental body. Provided, however, the following enumerated parts of any residence may project over the above described front, side and rear lines, for the distance shown, to-wit:

(a) Window Projections: Bay, bow, or oriel, former and other projecting windows not exceeding one story in height may project not to exceed two (2) feet;

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections for purely ornamental purposes, may project a distance not to exceed two (2) feet; and

(c) Vestibule Projections: Any vestibule not more than one (1) story in height may project a distance not to exceed two (2) feet.

5. Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. The outside exterior walls and trim shall be completely finished within one hundred twenty (120) days.

6. Garages: All garages must be a minimum of a two-car garage and must be attached to the main dwelling house unless otherwise approved by the ACC. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. No carports will be allowed.

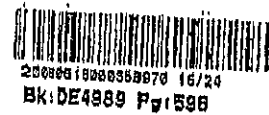
7. Frontage: All dwelling houses shall front on the street on which it is located as shown on the recorded plat unless otherwise approved by the ACC. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the ACC.

8. Yard Finishing: All front yards must be seeded within thirty (30) days from occupancy (weather permitting). There must be two (2) trees 2" in diameter added to each front yard or this provision may be satisfied by complying with those requirements of the City of Wentzville, State of Missouri, concerning trees in each front yard.

9. Exteriors: All exterior siding or brick must be installed within eighteen (18) inches of grade.

10. Swimming Pools: No above ground pools will be allowed.

#### ARTICLE VIII - Easements



Section 1. Context: As used in this Article, the term "Lot" shall be deemed to include all parcels or property which are part of the Property.

#### ARTICLE IX - General Provisions

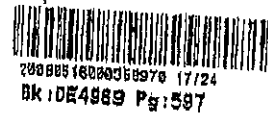
Section 1. Duration: The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the Owners of the Lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 2. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 4. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendments: The Covenants and Restrictions of this Declaration may be amended by an instrument signed by the Association pursuant to a resolution passed and approving said amendment by a majority of the record owners of the fee simple title of the lots of record at the time the amendment is proposed. This procedure shall apply to all amendments except for annual and special assessments in Article IV, Section 3-6, which procedures for said assessment shall so apply. Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri. The Developer shall have the authority to add to or change this Declaration of Covenants and Restrictions in whole or in part until the first Board of Directors have been elected to office.



the assessment will become a lien on said house and is subject to the same terms and conditions as in Article IV, Section 9.

Section 7. Notice of Claim of Lien: The Board of Directors or the Developer may file with the Recorder of Deeds a notice of claim of lien against any lot for the violation of the Covenants and Restrictions.

IN WITNESS WHEREOF, Paramount Properties, L.L.C. consisting of Crossroads Development, Inc., have caused these presents to be executed this 22<sup>nd</sup> day of April, 2008.

Paramount Properties, L.L.C.

BY: [Signature]

Keith Barkat

ATTEST:

STATE OF MISSOURI

)  
)SS.  
)

COUNTY OF ST. CHARLES

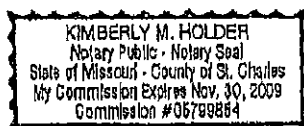
On this 22<sup>nd</sup> day of April, 2008, before me personally appeared Keith Barkat, Paramount Properties, who, being by me duly sworn did say that he is a managing member of Paramount Properties, L.L.C., a Missouri limited liability company, and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.

My term expires:

(Notary Seal)

[Signature]  
Notary Public





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February 21, 2008  
Project No. 6364-06/jrp

#### PLAT ONE DEVELOPED PARCEL DESCRIPTION

A DESCRIPTION OF A TRACT OF LAND BEING PART TWO TRACTS OF LAND DESCRIBED IN DEED BOOK 4359, PAGE 1073 AND DEED BOOK 4359, PAGE 1076 OF THE RECORDER OF DEEDS OFFICE, ST. CHARLES COUNTY, MISSOURI. SAID TRACT BEING SITUATED IN FRACTIONAL SECTION 9, TOWNSHIP 47 NORTH, RANGE 1 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WENTZVILLE, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at an Iron Rod found at the Southeast corner of said Fractional Section 9, Township 47 North, Range 1 East of the Fifth Principle Meridian;

THENCE, along the South line of said Fractional Section 9, same being the centerline of Scott Road, North 89 degrees 12 minutes 57 seconds West, a distance of 1290.44 feet to the Point of Beginning at the Southeast corner of the herein described tract of land; Said point also being the Southwest corner of a tract of land described in Deed Book 1660, Page 274 of the Recorder of Deeds Office, St. Charles County, Missouri; Said point also being the Southeast corner of a fifty foot (50.00') wide roadway dedication strip;

THENCE, continuing along said South line of Fractional Section 9, same being said centerline of Scott Road, North 89 degrees 12 minutes 57 seconds West, a distance of 1310.62 feet to a point at the Southwest corner of the herein described tract of land; Said point also being the Southwest corner of said fifty foot (50.00') wide roadway dedication strip; Said point also being the Southeast corner of a tract of land described in Deed Book 1617, Page 1484 of the Recorder of Deeds Office, St. Charles County, Missouri;

THENCE, departing said South line of Fractional Section 9, same being said centerline of Scott Road, North 00 degrees 59 minutes 00 seconds East, a distance of 50.00 feet to an Iron Rod set by Cochran; Said Iron Rod also being the Northwest corner of the said fifty foot (50.00') wide roadway dedication strip;

THENCE, along a line crossing said tract of land described in Deed Book 4359, Page 1076 of the Recorder of Deeds Office, St. Charles County, Missouri the following thirty seven (37) courses and distances:

1. South 89 degrees 12 minutes 57 seconds East, a distance of 591.04 feet to an Iron Rod set by Cochran;
2. A curve to the left having a radius of 25.00 feet, an arc length of 54.28 feet, a chord bearing North 24 degrees 23 minutes 36 seconds East, a chord length of 44.23 feet, and a delta angle of 124 degrees 24 minutes 45 seconds to an Iron Rod set by Cochran;
3. A curve to the right having a radius of 175.00 feet, an arc length of 118.50 feet, a chord bearing North 18 degrees 24 minutes 54 seconds West, a chord length of 116.25 feet, and a delta angle of 38 degrees 47 minutes 47 seconds to an Iron Rod set by Cochran;
4. North 00 degrees 59 minutes 00 seconds East, a distance of 482.55 feet to an Iron Rod set by Cochran;

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5. A curve to the right having a radius of 525.00 feet, an arc length of 267.19 feet, a chord bearing North 15 degrees 33 minutes 47 seconds East, a chord length of 284.32 feet, and a delta angle of 29 degrees 09 minutes 36 seconds to an Iron Rod set by Cochran;
6. North 30 degrees 08 minutes 35 seconds East, a distance of 507.20 feet to an Iron Rod set by Cochran;
7. A curve to the left having a radius of 976.00 feet, an arc length of 15.76 feet, a chord bearing North 29 degrees 40 minutes 48 seconds East, a chord length of 15.76 feet, and a delta angle of 00 degrees 55 minutes 34 seconds to an Iron Rod set by Cochran;
8. North 59 degrees 51 minutes 25 seconds West, a distance of 298.87 feet to an Iron Rod set by Cochran;
9. North 30 degrees 08 minutes 35 seconds East, a distance of 173.33 feet to an Iron Rod set by Cochran;
10. A curve to the left having a radius of 25.00 feet, an arc length of 40.70 feet, a chord bearing North 16 degrees 29 minutes 34 seconds West, a chord length of 36.35 feet, and a delta angle of 93 degrees 16 minutes 18 seconds to an Iron Rod set by Cochran;
11. North 63 degrees 07 minutes 43 seconds West, a distance of 55.82 feet to an Iron Rod set by Cochran;
12. A curve to the right having a radius of 525.00 feet, an arc length of 18.38 feet, a chord bearing North 62 degrees 07 minutes 32 seconds West, a chord length of 18.38 feet, and a delta angle of 02 degrees 00 minutes 22 seconds to an Iron Rod set by Cochran;
13. North 28 degrees 52 minutes 38 seconds East, a distance of 75.00 feet to an Iron Rod set by Cochran;
14. North 30 degrees 37 minutes 47 seconds East, a distance of 75.03 feet to an Iron Rod set by Cochran;
15. North 61 degrees 31 minutes 08 seconds West, a distance of 2.45 feet to an Iron Rod set by Cochran;
16. North 37 degrees 07 minutes 32 seconds West, a distance of 97.73 feet to an Iron Rod set by Cochran;
17. North 43 degrees 53 minutes 45 seconds West, a distance of 29.77 feet to an Iron Rod set by Cochran;
18. North 56 degrees 33 minutes 13 seconds West, a distance of 15.92 feet to an Iron Rod set by Cochran;
19. North 34 degrees 01 minutes 44 seconds West, a distance of 98.60 feet to an Iron Rod set by Cochran;
20. North 29 degrees 54 minutes 17 seconds West, a distance of 727.51 feet to an Iron Rod set



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by Cochran;

21. North 24 degrees 06 minutes 01 seconds West, a distance of 81.44 feet to an Iron Rod set by Cochran;
22. North 18 degrees 14 minutes 22 seconds West, a distance of 138.39 feet to an Iron Rod set by Cochran at the Northwest corner of the herein described tract of land;
23. North 48 degrees 26 minutes 29 seconds East, a distance of 254.86 feet to an Iron Pipe found on the South line of tract of land described in a Deed to Mid-America Raceways;
24. North 82 degrees 48 minutes 35 seconds East, a distance of 473.11 feet to an Iron Pipe found on the South line of tract of land described in a Deed to Mid-America Raceways;
25. South 59 degrees 52 minutes 25 seconds East, a distance of 242.25 feet to an Iron Rod set by Cochran;
26. South 31 degrees 34 minutes 21 seconds East, a distance of 179.68 feet to an Iron Rod set by Cochran;
27. South 10 degrees 58 minutes 01 seconds East, a distance of 77.60 feet to an Iron Rod set by Cochran;
28. South 54 degrees 30 minutes 31 seconds East, a distance of 81.77 feet to an Iron Rod set by Cochran;
29. South 22 degrees 07 minutes 56 seconds East, a distance of 78.69 feet to an Iron Rod set by Cochran;
30. North 39 degrees 30 minutes 30 seconds East, a distance of 110.00 feet to an Iron Rod set by Cochran;
31. North 33 degrees 56 minutes 53 seconds East, a distance of 75.05 feet to an Iron Rod set by Cochran;
32. A curve to the left having a radius of 425.00 feet, an arc length of 25.51 feet, a chord bearing South 57 degrees 46 minutes 18 seconds East, a chord length of 25.51 feet, and a delta angle of 03 degrees 28 minutes 23 seconds to an Iron Rod set by Cochran;
33. South 59 degrees 29 minutes 30 seconds East, a distance of 65.00 feet to an Iron Rod set by Cochran;
34. A curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing South 14 degrees 29 minutes 30 seconds East, a chord length of 35.36 feet, and a delta angle of 90 degrees 00 minutes 00 seconds to an Iron Rod set by Cochran;
35. South 59 degrees 28 minutes 30 seconds East, a distance of 50.00 feet to an Iron Rod set by Cochran;
36. North 30 degrees 30 minutes 30 seconds East, a distance of 10.87 feet to an Iron Rod set by Cochran;

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37. South 59 degrees 29 minutes 30 seconds East, a distance of 120.00 feet to an Iron Rod set by Cochran at the Northeast corner of the herein described tract of land; Said Iron Rod also being on the West line of a tract of land described Deed Book 4106, Page 1269 of the Recorder of Deeds Office, St. Charles County, Missouri;

THENCE, departing the aforementioned line crossing a tract of land described in Deed Book 4359, Page 1076, along said West line of a tract of land described in Deed Book 4106, Page 1269 of the Recorder of Deeds Office, St. Charles County, Missouri, South 30 degrees 30 minutes 30 seconds West, a distance of 483.42 feet to a found Iron Pipe;

THENCE, continuing along said West line of a tract of land described in Deed Book 4106, Page 1269 of the Recorder of Deeds Office, St. Charles County, Missouri, South 00 degrees 54 minutes 27 seconds West, a distance of 892.29 feet to an Iron Rod set by Cochran;

THENCE, departing said West line of a tract of land described in Deed Book 4106, Page 1269, along a line crossing said tract of land described in Deed Book 4359, Page 1076 of the Recorder of Deeds Office, St. Charles County, Missouri, the following twelve (12) courses and distances:

1. North 89 degrees 04 minutes 54 seconds West, a distance of 22.39 feet to an Iron Rod set by Cochran;
2. A curve to the right having a radius of 450.00 feet, an arc length of 64.03 feet, a chord bearing North 85 degrees 00 minutes 18 seconds West, a chord length of 63.98 feet, and a delta angle of 08 degrees 09 minutes 11 seconds to an Iron Rod set by Cochran;
3. A curve to the left having a radius of 25.00 feet, an arc length of 36.63 feet, a chord bearing South 57 degrees 05 minutes 33 seconds West, a chord length of 33.44 feet, and a delta angle of 83 degrees 57 minutes 27 seconds to an Iron Rod set by Cochran;
4. North 74 degrees 53 minutes 10 seconds West, a distance of 50.00 feet to an Iron Rod set by Cochran;
5. A curve to the left having a radius of 26.00 feet, an arc length of 36.63 feet, a chord bearing North 26 degrees 51 minutes 54 seconds West, a chord length of 33.44 feet, and a delta angle of 83 degrees 57 minutes 28 seconds to an Iron Rod set by Cochran;
6. A curve to the right having a radius of 450.00 feet, an arc length of 44.89 feet, a chord bearing North 65 degrees 59 minutes 10 seconds West, a chord length of 44.87 feet, and a delta angle of 05 degrees 42 minutes 55 seconds to an Iron Rod set by Cochran;
7. North 63 degrees 07 minutes 43 seconds West, a distance of 38.18 feet to an Iron Rod set by Cochran;
8. A curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing South 71 degrees 52 minutes 17 seconds West, a chord length of 35.36 feet, and a delta angle of 90 degrees 00 minutes 00 seconds to an Iron Rod set by Cochran;
9. South 26 degrees 52 minutes 17 seconds West, a distance of 161.68 feet to an Iron Rod set by Cochran;



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10. A curve to the right having a radius of 1025.00 feet, an arc length of 58.53 feet, a chord bearing South 28 degrees 30 minutes 26 seconds West, a chord length of 58.52 feet, and a delta angle of 03 degrees 16 minutes 18 seconds to an Iron Rod set by Cochran;
11. South 30 degrees 08 minutes 35 seconds West, a distance of 507.20 feet to an Iron Rod set by Cochran;
12. A curve to the left having a radius of 475.00 feet, an arc length of 241.74 feet, a chord bearing South 16 degrees 33 minutes 48 seconds West, a chord length of 239.14 feet, and a delta angle of 29 degrees 09 minutes 35 seconds to an Iron Rod set by Cochran;

THENCE, along a line crossing the aforementioned tract of land described in Deed Book 4369, Page 1073 of the Recorder of Deeds Office, St. Charles County, Missouri, the following five (5) courses and distances:

1. South 00 degrees 59 minutes 00 seconds West, a distance of 482.55 feet to an Iron-Rod set by Cochran;
2. A curve to the left having a radius of 125.00 feet, an arc length of 87.83 feet, a chord bearing South 19 degrees 08 minutes 47 seconds East, a chord length of 86.04 feet, and a delta angle of 40 degrees 16 minutes 33 seconds to an Iron Rod set by Cochran;
3. A curve to the right having a radius of 175.00 feet, an arc length of 61.30 feet, a chord bearing South 29 degrees 14 minutes 28 seconds East, a chord length of 60.98 feet, and a delta angle of 20 degrees 04 minutes 09 seconds to an Iron Rod set by Cochran;
4. A curve to the left having a radius of 25.00 feet, an arc length of 30.55 feet, a chord bearing South 54 degrees 12 minutes 41 seconds East, a chord length of 28.68 feet, and a delta angle of 70 degrees 00 minutes 34 seconds to an Iron Rod set by Cochran;
5. South 89 degrees 12 minutes 57 seconds East, a distance of 806.70 feet to an Iron Rod set by Cochran on the West line of aforementioned tract of land described in Deed Book 1660, Page 274 of the Recorder of Deeds Office, St. Charles County, Missouri; Said Iron Rod also being the Northeast corner of said fifty foot (50.00') wide roadway dedication strip;

THENCE, along said West line of a tract of land described in Deed Book 1660, Page 274 of the Recorder of Deeds Office, St. Charles County, Missouri, South 00 degrees 54 minutes 27 seconds West, a distance of 50.00 feet back to the Point of Beginning and this tract containing approximately 1,600,725 square feet, or 36.75 acres of land, more or less, according to calculations performed by Cochran during the month of January, 2008.



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January 30, 2008  
Project No. 8354-06/jrp

**PLAT TWO DEVELOPED PARCEL DESCRIPTION**

**A DESCRIPTION OF A TRACT OF LAND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED BOOK 4369, PAGE 1076 OF THE RECORDER OF DEEDS OFFICE, ST. CHARLES COUNTY, MISSOURI. SAID TRACT BEING SITUATED IN FRACTIONAL SECTION 9, TOWNSHIP 47 NORTH, RANGE 1 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WENTZVILLE, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING** at an Iron Rod found at the Southeast corner of said Fractional Section 9, Township 47 North, Range 1 East of the Fifth Principle Meridian;

**THENCE**, along the South line of said Fractional Section 9, same being the centerline of Scott Road, North 89 degrees 12 minutes 57 seconds West, a distance of 1290.44 feet to a point at the Southwest corner of a tract of land described in Deed Book 1860, Page 274 of the Recorder of Deeds Office, St. Charles County, Missouri;

**THENCE**, departing said South line of Fractional Section 9, same being said centerline of Scott Road, North 00 degrees 54 minutes 27 seconds East, a distance of 2384.63 feet to a found Iron Pipe on the West line of a tract of land described in Deed Book 4108, Page 1269 of the Recorder of Deeds Office, St. Charles County, Missouri;

**THENCE**, along said West line of a tract of land described in Deed Book 4108, Page 1269 of the Recorder of Deeds Office, St. Charles County, Missouri, North 30 degrees 30 minutes 30 seconds East, a distance of 483.42 feet to an Iron Rod set by Cochran at the Point of Beginning of the herein described tract of land; Said Iron Rod also being the Southeast corner of the herein described tract of land;

**THENCE**, along a line crossing said tract of land described in Deed Book 4369, Page 1076 of the Recorder of Deeds Office, St. Charles County, Missouri the following thirteen (13) courses and distances:

1. North 59 degrees 29 minutes 30 seconds West, a distance of 120.00 feet to an Iron Rod set by Cochran;
2. South 30 degrees 30 minutes 30 seconds West, a distance of 10.87 feet to an Iron Rod set by Cochran;
3. North 59 degrees 29 minutes 30 seconds West, a distance of 50.00 feet to an Iron Rod set by Cochran;
4. A curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing North 14 degrees 29 minutes 30 seconds West, a chord length of 35.36 feet, and a delta angle of 90 degrees 00 minutes 00 seconds to an Iron Rod set by Cochran;
5. North 59 degrees 29 minutes 30 seconds West, a distance of 65.00 feet to an Iron Rod set by Cochran;



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6. A curve to the right having a radius of 425.00 feet, an arc length of 25.51 feet, a chord bearing North 57 degrees 46 minutes 18 seconds West, a chord length of 25.51 feet, and a delta angle of 03 degrees 28 minutes 23 seconds to an Iron Rod set by Cochran;
7. South 33 degrees 56 minutes 53 seconds West, a distance of 75.05 feet to an Iron Rod set by Cochran;
8. South 30 degrees 30 minutes 30 seconds West, a distance of 110.00 feet to an Iron Rod set by Cochran;
9. North 22 degrees 07 minutes 55 seconds West, a distance of 78.69 feet to an Iron Rod set by Cochran;
10. North 54 degrees 30 minutes 31 seconds West, a distance of 81.77 feet to an Iron Rod set by Cochran;
11. North 10 degrees 58 minutes 01 seconds West, a distance of 77.50 feet to an Iron Rod set by Cochran;
12. North 31 degrees 34 minutes 21 seconds West, a distance of 179.88 feet to an Iron Rod set by Cochran;
13. North 86 degrees 52 minutes 25 seconds West, a distance of 242.25 feet to a found Iron Pipe on the Southern line of a tract of land described in a Deed to Mid-America Raceways; Said Iron Pipe also being the Southwest corner of the herein described tract of land;

THENCE, along said Southern line of a tract of land described in a Deed to Mid-America Raceways the following five (5) courses and distances:

1. North 09 degrees 35 minutes 27 seconds East, a distance of 645.35 feet to a found Iron Pipe;
2. North 24 degrees 37 minutes 27 seconds East, a distance of 81.87 feet to a found Iron Pipe;
3. North 50 degrees 54 minutes 55 seconds East, a distance of 300.57 feet to a found Iron Pipe;
4. North 77 degrees 19 minutes 14 seconds East, a distance of 106.38 feet to a found Iron Pipe at the Northwest corner of the herein described tract of land;
5. South 68 degrees 55 minutes 22 seconds East, a distance of 821.98 feet to a found Iron Pipe at the Northeast corner of the herein described tract of land;

THENCE, departing said Southern line of a tract of land described in a Deed to Mid-America Raceways, along the aforementioned West line of a tract of land described in Deed Book 4106, Page 1269 of the Recorder of Deeds Office, St. Charles County, Missouri, South 30 degrees 30 minutes 30 seconds West, a distance of 1094.48 feet back to the Point of Beginning and this tract containing approximately 1,063,423 square feet, or 24.18 acres of land, more or less, according to calculations performed by Cochran during the month of January, 2008.