

INDENTURE OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CARRINGTON PLACE SUBDIVISION

THIS INDENTURE, made on the date hereinafter set forth by WHITTAKER CONSTRUCTION, INC., 355-A Mid Rivers Dr., St. Peters, MO 63376, a Missouri corporation, hereinafter referred to as “developer”, and ROBERT N. WHITTAKER, SR., JOAN M. LEAHY and ROBERT N. WHITTAKER, JR., all of the County of St. Charles, Missouri (“Trustees”).

WITTNESETH:

WHEREAS, Developer owns or has rights to a certain tract of land in the County of St. Charles, Missouri, as such tract of land is more particularly described on Exhibit A hereo (the “Property”); and

WHEREAS, Developer intends, by recordation of this Indenture, to subject the Property to the terms and provisions of this indenture.

NOW, THEREFORE, Developer hereby declares that the Property and any parts thereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof and their respective heirs, legatees, personal representative, successors and assigns.

ARTICLE I

DEFINITIONS

1. “Assessment Year” shall mean each twelve consecutive month period for which an annual assessment is levied by the Trustees.
2. “Association” shall mean and refer to the unincorporated Carrington Place Subdivision Association, its successors and assigns.
3. “Trustees” or “Board of Trustees” shall mean and refer to the Board of Trustees of Carrington Place Subdivision Association.
4. “Common Area” or “Common Areas” shall mean and refer to those areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all “Owners”. Such Common Areas shall include, by way of example and not by way of limitation that area described on the Plat as the “Common Ground”, but shall not include that area described on the Plat as “Park Ground and Utility Easement”.

5. "Developer" shall mean and refer to Developer and to its respective successors and assigns, if such successors and assigns should require more than one undeveloped Lot from Developer for the purpose of development.
6. "Dwelling" or "Dwellings" shall mean and refer to the single-family dwellings constructed or to be constructed upon the respective Lots.
7. "Future Development Site" shall mean any area that Developer owns or acquires and that Developer desires to make subject to this Indenture.
8. "Ingress and Egress Easement" shall mean the portion or portions of each Lot encumbered by an easement to and for the benefit of the other Owners for driveway and pedestrian purposes as delineated on the Plat.
9. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Dwelling, as shown on the Plat, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this indenture from time to time.
10. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding (a) those having such interest merely as security for the performance of an obligation, and (b) Developer, except as otherwise specifically provided herein.
11. "Park Ground and Utility Easement" shall mean that area designated as such on the Plat.
12. "Plat" shall mean and refer to Plat I of Carrington Place Subdivision, that is being recorded simultaneously herewith in Plat Book 27, Page 75-76 of the Office of Recorder of Deeds for the County of St. Charles, Missouri, attached hereto as Exhibit B and by reference incorporated herein, which Plat reflects, among other matters, the Lots, the Ingress and Egress Easements, and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to this Indenture from time to time by amendment in the manner provided herein.
13. "Subdivision" shall mean and refer to Carrington Place Subdivision, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Indenture from time to time by amendment in the manner provided herein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Indenture, and which, immediately after the recording of this Indenture, constitutes Carrington Place Subdivision, is located in the County of St. Charles, Missouri, and is more particularly described on the Plat as such Plat may be amended from time to time.
2. Additions to Existing Property. Additional properties may be made subject to this Indenture by the recording of one or more duly executed and acknowledged supplemental indentures and plats. The properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. A supplemental indenture which adds Common Areas to the property subject to this Indenture may contain special covenants and restrictions as to such Common Areas.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Ingress and Egress Easements, which right and easement shall be appurtenant to and shall pass with the title to the Lots as said Lots become encumbered by this Indenture, subject to the limitations, conditions and restrictions set forth herein.
2. Common Areas.
 - a. Obligations of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Indenture, as it may be amended and/or supplemented from time to time, or as set forth in any deed, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas owned by the Association and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.
 - b. Owners' Rights of Enjoyment. Subject to the provisions hereof, every Owner shall have a right of enjoyment in the Common Areas, and every Owner may delegate his right of enjoyment in the Common Areas to the members of his family and his tenants.
3. Public Dedication. Developer may, so long as Developer owns and Lots, convey and dedicate to the City of St. Peters, Missouri the Park Ground and Utility Easement.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. The Association shall be called Carrington Place Subdivision Association, the bylaws of which are attaches as Exhibit C.
2. Votes. All Owners, including Developer with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be case with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person.
3. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the trustees at such time as the trustees deem appropriate, but in any event no later than sixty (60) days after Developer sells the last Lot available in the Subdivision to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the trustees at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President, or by a majority of the Trustees, or by at least one-third of the Owners. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than 5 days before such meetings to all Owners and Trustees, if such Trustees are not Owners and to those institutional holders of a first mortgage on any Lot that have requested such notice by written notification to the Trustees no fewer than ten days prior to any such meeting. Any Owner or holder of a first mortgage shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.
4. Quorum. A quorum of Owners for any meeting shall consist of a majority of the Owners, whether present in person or by written proxy submitted to the Trustees at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-third of the Owners attend in person or by proxy.

ARTICLE V

BOARD OF TRUSTEES

1. Number and Term. The Board of Trustees of the Association shall, except as otherwise provided herein, consist of three (3) persons elected by a majority of the Owners. Except as otherwise provided herein, each Trustee shall hold office for the term of one year and until his successor shall be elected and qualified. The first Board of Trustees shall consist of Robert N. Whittaker, Sr., Joan M. Leahy and Robert N. Whittaker, Jr. and, so long as the Developer owns any Lots in the Subdivision, the Developer shall have sole authority to appoint each of the Trustees. Within sixty (60) days after the closing of the sale of the last Lot to be sold by Developer, or at such earlier time as Developer may elect, Developer shall cause the Trustees to call a meeting of the Association for the purposes of electing new Trustees.
2. Qualifications. Except for Trustees appointed by the Developer, Trustees shall be elected from among the Owners, shall be an Owner, and shall reside in the Subdivision. Except as otherwise provided herein, if a Trustee shall cease to meet such qualifications during his term, he shall immediately cease to be a Trustee and his place on the Board shall be deemed vacant.
3. Vacancies. Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board shall be filled by election by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose.
4. Meetings. An annual meeting of the Trustees shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Trustees shall be held upon call by the President or by a majority of the Trustees on not less than forty-eight (48) hours notice in writing to each Trustee, delivered personally or by mail or telegram. Any Trustee may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.
5. Removal. Except for the Trustees appointed by Developer, any Trustee may be removed from office by two-thirds of the Owners at a meeting at which a quorum is present.
6. Quorum. A majority of the number of Trustees fixed by this Indenture as the full Board of Trustees shall constitute a quorum for the transaction of business and the act of the majority of the Trustees at a meeting at which a quorum is present shall be the act of the Trustees. In the absence of a quorum, a majority of the Trustees present at a meeting, or the Trustee, if there be only one present, or the Secretary if there be no Trustee present, may successively adjourn the meeting from time to time, not to exceed thirty days in the aggregate, until a quorum is obtained, and no

notice other than an announcement at the meeting need be given of such adjournment.

7. Compensation. Trustees shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners.
8. Powers and Duties. The Board of Trustees shall have the following powers and duties:
 - (a) to elect the officers of the Association as hereinafter provided;
 - (b) to administer the affairs of the Association and of the Subdivision;
 - (c) to engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;
 - (d) to formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements;
 - (e) to adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;
 - (f) to provide for the maintenance, management, operation, repair, and replacement of the subdivision and improvements and payments therefore, and also the payments of any assessment pursuant to this Indenture, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;
 - (g) to provide for the designation, hiring and removal of employees and other personnel, and to engage or contract purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);
 - (h) to consider and approve or reject any and all plans and specifications for alterations to and construction on the Lots;
 - (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;

- (j) to collect funds owing to the Association from persons or entities other than Owners who, by provision of this Indenture, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area;
- (k) to comply with such instructions of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners that the trustees deem to be beneficial to the Subdivision;
- (l) to exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Trustees and all powers and duties of the Trustees as stated in the Indenture;
- (m) to purchase a fidelity bond for the treasurer or for any other person or persons handling funds belonging to the Association or Owners;
- (n) to enforce the Indenture, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same; and
- (o) to exercise any and all other powers or acts as are authorized by the Indenture.

For purposes of subparagraphs (d), (e), and (f) above, such maintenance management, operation, repair and replacement duties shall include, without limitation, the Trustees' duty to provide the following at the expense of the Association:

- (i) Snow removal and repaving of the Ingress and Egress Easements as necessary;
 - (ii) Trash removal; and
 - (iii) Mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, and any other maintenance of the Common Areas and any improvements located thereon.
9. Records. The Trustees shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage on any Lot, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Trustees may determine.

ARTICLE VI

OFFICERS

1. Offices. At each annual meeting, the Trustees shall elect the following officers of the Association:
 - (a) A President, who shall be a Trustee and who shall preside over the meetings of the Trustees and of the Owners, and who shall be the chief executive officer of the Association;
 - (b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
 - (c) A Secretary, who shall keep the minutes of all meetings of the Trustees and of the Owners, and who shall, in general, perform all the duties incident of the office of Secretary;
 - (d) A Treasurer, who shall keep the financial records and books of account;
and
 - (e) Such additional officers as the Trustees shall see fit to elect.
2. Powers. The respective officers shall have the general powers usually vested in such officers of an unincorporated association; provided that the Trustees may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Trustees may see fit.
3. Term. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.
4. Vacancies. Vacancies in any office shall be filled by the Trustees at special meetings thereof. Any officer may be removed at any time with or without cause by the Trustees at a special meeting thereof.
5. Compensation. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

ARTICLE VII

BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to the Association: (1) regular assessments and

charges (“Assessments”), and (2) special assessments (“Special Assessments”) for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and reasonable attorney’s fees, shall be a charge on each Lot and improvements thereon and shall be a continuing lien upon the property against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or Special Assessment became due.

2. Purpose of Assessment. The Assessment levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement and maintenance of the Common Areas, the Ingress and Egress Easements, the Storm Water Retention Area, any recreational facilities constructed by developer for use by the owners and to otherwise fulfill and perform the Association’s duties, obligations and functions pursuant to this Indenture.
3. Establishment of Budget and Assessments.
 - a. The fiscal year of the Association shall coincide with the Assessment Years, and each Assessment Year shall be the calendar year. On or before the end of each Assessment Year, the Trustees shall cause to be prepared an estimated Annual Budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel. Power, water and other common utilities, management fees, expenses associated with Common Areas and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners or an individual or separate basis rather than a common basis). The annual budget shall be reduced to the extent that expenses associated with the Common Areas are borne by owners of lots in any Future Development Site. The annual budget shall provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Trustees. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.
 - b. Until commencement of the first Assessment Year after Developer has sold all Lots and completed Dwellings in the Subdivision, each Owner

shall pay, on or before the 1st day of each Assessment Year as his respective annual Assessment, his proportionate share of the estimated annual budget for each Assessment Year as estimated by the Developer and approved by the Trustees.

- c. Upon commencement of the first Assessment Year after Developer has sold all Lots and completed all Dwellings in the Subdivision, the Trustees shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than five percent (5%) in any given Assessment Year only by a vote of two-thirds (2/3) of the members of the Association at a meeting at which a quorum is present and in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Trustees to each Owner not later than 90 days after the beginning of such Assessment Year. Any institutional holder of a first mortgage on any Lot shall receive at not cost, if it so requests in writing, said statement from the Trustees within ninety days following the end of any fiscal year. On or before the first day of each succeeding Assessment Year, and without further notice, each Owner shall pay, as his respective annual Assessment, his share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Trustees shall not approve an estimated annual budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, each Owner shall continue to pay each year the annual Assessment as last determined. Each Owner shall pay his annual Assessment to the managing agent or as may be otherwise directed by the Trustees.
- d. The Trustees shall cause to be kept a separate account for each Owner showing the respective Assessments charged to and paid by such Owner, and the status of his account from time to time. Upon 10 days written notice to the Trustees, and the payment of a reasonable fee therefore, any Owner or holder of a first mortgage on any Lot shall be furnished a statement of the respective Owner's account setting forth the amount of any unpaid Assessment Charges due and owing from such Owner.
- e. In the event that during the course of any Assessment Year, it shall appear to the Trustees that the monthly Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Trustees.

4. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assessment applicable to the at Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or the Ingress and Egress Easement, including fixtures and personal property related thereto, provided that Special Assessments shall be approved by a two-thirds (2/3) vote of the Owners at a meeting at which a quorum is present. Such Special Assessments shall be levied in a fair and equitable manner within the sole discretion of the Trustees.
5. Uniform Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots.
6. Commencement of Annual Assessments. Each owner shall pay his first Assessment upon the closing of the purchase of his Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, he shall pay annual Assessments as provided herein.
7. Nonpayment of Assessments. Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association and the Trustees shall have the authority to exercise and enforce any and all rights and remedies as provided in this Indenture or as otherwise available at law or in equity including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot. No Owner may waive or otherwise escape liability for the assessments established herein by non-use or abandonment of his Lot.
8. Unexpended Assessments and Special Assessments. All funds paid from time to time by owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners.
9. Subordination of the Lien to Mortgages. The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first purchase-money deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments or Special Assessments; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions. Each Owner of any such Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions which run with the land and are perpetual and appurtenant to the lots:
 - (a) No Lot shall be used for any business or commercial purpose, and each Lot shall be used solely for residential purposes except for use pursuant to home occupations not in violation of City of St. Peters zoning ordinances affecting the Subdivision.
 - (b) No Dwelling, Lot or any portion thereof shall be used for any noxious or offensive activity nor for any purpose prohibited by law or ordinance.
 - (c) No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold or leased.
 - (d) No Owner shall cause any construction on a Lot without first submitting the plans and specifications for such construction to the Trustees and obtaining approval for such construction from 2/3 of the Trustees. In the event the Trustees fail to approve or disapprove the plans and specifications within 30 days of their submission to the Trustees, the plans and specifications shall be deemed approved.
 - (e) No trash, rubbish, garbage, trashcan or other receptacle therefore, other than those receptacles furnished or approved by the Association, shall be placed on any Lot outside of the Dwelling.
 - (f) Each owner shall, as necessary, repair, maintain, replace, or clear at his sole expense each and every gas, sewage, and water lateral line on or servicing only his Dwelling or Lot.
 - (g) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence.
 - (h) No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the property for sale or rent, provided that there shall be no restrictions on signs used by the Developer to advertise the Subdivision during the construction and initial sales period.

- (i) The Association shall be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of each Common Area. Any Owner may undertake landscaping, shrubbing, or planting on any unpaved portion of his Lot that is within any Ingress and Egress Easement. The Association may, by vote of a majority of the Owners at a meeting at which a quorum is present, establish and set aside such portions of the Common Areas as they shall deem appropriate for the establishment of community gardens, and the Association shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Easements or Common Areas except as specifically provided herein.

- (j) Except as hereafter noted all partition fences shall be constructed of chain link fencing; such fences shall not be more than four feet in height and shall not extend in front of the Dwelling on any Lot. On corner Lots the fence shall not extend beyond the front or side of a building. Partition fences of any type other than chain link may be erected only with the prior written approval of the Trustees. Solid fences built of new material and of a decorative character may be erected to a height of seven (7) feet for the purpose of screening a patio or pool, provided the plans and specifications for said patio fence and a sketch showing the proposed location of the fence has been approved by the Trustees as to the quality of material, harmony of external design with existing buildings and as to location with respect to the patio to be screen and the homes in close proximity to the proposed fence. NO fence, wall, hedge or shrub planting higher than 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 30 feet from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet 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. Notwithstanding any other provision of this Indenture, no fence, hedge, plantings or trees of any kind, shall be erected or placed or planted on any lot which abuts or adjoins any part of the Common Areas without the express written consent of the Trustees.

- (k) All garages and carports must be attached to the Dwelling unless otherwise approved by the Trustees. Storage buildings or other outbuildings shall be permitted if approved by the Trustees.

- (l) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept

provided they are not kept, bred or maintained for any commercial purposes. Each Owner shall comply with all ordinances and subdivision regulations of St. Charles, County, Missouri, relating to the number, supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

(m) Personal property, including but not limited to boats, trailers, trucks, campers, and house trailers shall not be placed or stored in the open or in unenclosed carports on any lot nearer to the front Lot line than the rear line of the building, nor in the case of corner Lots, nearer to the side building lines. This shall not prohibit the parking of passenger automobiles, licensed and in operation condition.

(n) No water course or finished grade shall be altered or changed without the express, written approval of the Trustees.

ARTICLE IX

EASEMENTS

1. Encroachment Easement. Should any portion of any Dwelling as constructed on any Lot by Developer overhang or encroach on an adjacent Lot or on any Common Area, the Owner of the overhanging or encroaching Dwelling shall have an easement on such adjacent Lot of Common Area, as the case may be, to permit the overhanging or encroaching portion of such construction to remain in the same state and location as when said Dwelling was first occupied for residential use. Such easement shall be appurtenant to and shall pass with title to the Lot on which said improvements were constructed.
2. Cross Easements. There are hereby established perpetual easements as necessary to provide for adequate delivery of utilities to the Dwellings, upon, over and across such Lots as Developer may initially establish at the time of construction of the Dwellings and as may be thereafter reasonably established by the Trustees.
3. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels 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 and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X

EXTERIOR MAINTENANCE

1. Owner's Responsibilities. Except as provided in Paragraph 2 below, each Owner shall be responsible for keeping his Lot and the exterior of his Dwelling in good repair and in a clean and tidy condition, including re-painting of the exteriors as necessary. In the event an Owner shall fail to maintain his Lot and Dwelling in a manner satisfactory to the Trustees or the Association, upon an affirmative vote of the Trustees, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Trustees. The Trustees or their agents or employees shall not be held liable for any manner of trespass that might arise under this Paragraph 1. The cost of such maintenance shall be added to and become part of the next Assessment to which such Lot is subject, and, in the event said costs are not paid on or before the date the next Assessment payment is due, the Association shall be entitled to all remedies provided in Article VII, Paragraph 7 for non-payment, including without limitation, imposition of a lien on said Owner's Lot.

ARTICLE XI

FUTURE DEVELOPMENT SITE

1. Developer's Rights. Notwithstanding any provision of this Indenture to the contrary, any Future Development Site may be divided and developed in whatever manner Developer elects.
2. Rights of Future Development Site Occupants. The Owners of lots or units in any Future Development Site shall enjoy the full use and benefit of all Common Areas of the Subdivision in the same manner and to the same extent as Owners of Lots.
3. Obligations of Future Development Site Occupants. Each owner of a lot or a unit in any Future Development Site shall make contributions for the maintenance and improvement of the Storm Water Retention Area and Common Ground, as shown on the Plot. Such owner's contributions shall be his pro rata share of the expenses associated with the Storm Water Retention Area and Common Ground allocated equally among the total combined number of Owners and lot or unit owners in any Future Development Site. Developer, in submitting and imposing on any Future Development Site a development plan, shall provide for a reasonable and enforceable method of assessing and collecting such contributions from the owners of lots or units in any Future Development Site.

4. Application of Indenture to Any Future Development Site. The owners of lots or units in any Future Development Site shall not be subject to (i) Article III; (ii) Article IV; (iii) Article V, except as described in Article V, paragraph 9j; (iv) Article VI; (v) Article VII; (vii) Article VIII; (viii) Article IX or (ix) Article X.

ARTICLE XII

GENERAL PROVISIONS

1. Enforcement. The Association, the Trustees, or any Owner, shall have the right to enforce, by any proceeding at law or in the equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Indenture. Failure by the Association, the Trustees or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.
3. Term. The covenants, conditions and restriction of this Indenture shall run with and bind the land, for a term of fifty (50) years from the date this Indenture is recorded. By unanimous vote, the Trustees may extend the term of the covenants, conditions and restrictions of this Indenture for additional periods of 20 years each.
4. Amendment. This Indenture may be amended by the unanimous consent of the Trustees at any time prior to the last sale of a Lot by Developer. Thereafter, this Indenture may be amended by an instrument signed by not less than seventy percent (70%) of the Owners. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri.
5. Reservation of Expenditures. Developer reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the Subdivision.
6. Further Development. Developer may, but shall not be obliged to, subject additional real estate to the provisions of this Indenture by recording supplemental plats and amending this Indenture, as set forth in Paragraph 4 above; provided, however, that any such additions shall be developed in a manner that is architecturally and functionally consistent with the original Subdivision.

IN WITNESS WHEREOF, the undersigned, has hereunto set its hand and seal this 17th day of August, 1987.

WHITTAKER CONSTRUCTION, INC., a Missouri corporation

BY _____
"Developer"

ATTEST:

Robert N. Whittaker, Sr.

Joan M. Leahy

Robert N. Whittaker, Jr.

"Trustees"

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

On this _____ day of _____, 1987, before me personally appeared ROBERT N. WHITTAKER, SR., to me personally known, who being by me duly sworn, did state that his is the President of WHITTAKER CONSTRUCTION, INC., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said

