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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: JKRUEL

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Recorder of Deeds Certificate St. Charles County Missouri

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a \$25.00 non-standard fee pursuant to MSMo 59.310.3. This is the first page of your document--DO NOT REMOVE.



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

CARDINAL TITLE
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AMENDMENT TO WEST HAMPTON WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment is made and entered into this 27th day of September, 2007, by Renaissance Partnership, a Missouri partnership consisting of Drake Development, LP and Stan Siegfried Construction, Inc., hereinafter called "Developer".

WHEREAS, previously there have been recorded "West Hampton Woods Declaration of Covenants, Conditions and Restrictions" at Book DE4044, Page 908 through 928; and

WHEREAS, Developer has the authority to add additional property pursuant to Article II, Section 2(a); and

WHEREAS, Outlot "A", of Plat Book 45 Pages 49 to 52, desires to be added to West Hampton Woods; and

WHEREAS, Developer agrees to such addition of Outlot "A" to West Hampton Woods.

NOW, THEREFORE, Developer states as follows:

1. Developer hereby adds Outlot "A", recorded in Plat Book 45, Pages 49 to 52, as property that is covered by the recorded West Hampton Woods Declaration of Covenants, Conditions and Restrictions and such Outlot "A" is entitled to all rights and responsibilities of owners of West Hampton Woods Association.

2. Mark Peabody and Lisa Peabody, Landowners for Outlot "A", hereby grant and assent to being members of the West Hampton Woods Homeowner's Association and to be bound by those Declaration of Covenants, Conditions and Restrictions referred to herein.

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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Ginger Phillips

AMENDMENT TO WEST HAMPTON WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment is made and entered into this 19 day of September, 2006, by Frank E. Jackson, an individual.

WHEREAS, previously there have been recorded "West Hampton Woods Declaration of Covenants, Conditions and Restrictions" at Book DE4044, Page 908 through 928; and

WHEREAS, Article IX, Section 5. Amendments, states that "... the developer and/or Stan Siegfried 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 ..."; and the first Board of Directors have not been elected to office at this time; and

WHEREAS, Article VI, Section 4, subsection (e), Residential Front Façade, states that: "The front façade shall wrap around and continue a minimum of twenty-four (24) inches on each side of the building. A minimum of fifty percent (50%) of the front façade of every residential building shall be comprised of brick, stucco or stone masonry, unless alternative material is approved by the Architectural Review Commission based on the design of the structure. All dwellings shall present a good, well-maintained frontage, harmonious in design to the surrounding neighborhood."; and

WHEREAS, Article VI, Section 4, subsection (g), Garages, states that: "All garages for single-family detached dwellings shall be side-entry or rear-entry unless a front-entry garage is approved by the ARC 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."; and

WHEREAS, it is the desire of Stan Siegfried to omit and/or clarify certain Declarations.

RECORD AS IS



NOW, THEREFORE, Stan Siegfried omits or clarifies the above-referenced Declarations as follows:

1. Article VI, Section 4, subsection (e), Residential Front Façade, shall omit the following: "The front façade shall wrap around and continue a minimum of twenty-four (24) inches on each side of the building."

2. Article VI, Section 4, subsection (g), Garages, shall omit the entire subsection (g) and the new language for subsection (g) shall be as follows: "All garages for single-family detached dwellings shall be side, rear or front-entry garages. Garages should conform architecturally to the house and its environs."

IN WITNESS WHEREOF, the Company has caused this Amendment to be recorded the date first above-written.

ATTEST:

Stan Siegfried
STAN SIEGFRIED

STATE OF MISSOURI)
COUNTY OF ST. CHARLES)

On this 19th day of September, 2006, before me appeared Stan Siegfried, to me personally known, who, being by me duly sworn, did state that the facts contained in the above and foregoing Amendment to the West Hampton Woods Declaration of Covenants, Conditions and Restrictions are true and correct according to his best knowledge, information and belief and that he signed this Amendment 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 the day and year first above written.

My Term Expires:
Jan. 10, 2010

Katie Siegfried
NOTARY PUBLIC

RECORD AS IS



KATIE SIEGFRIED
My Commission Expires
January 10, 2010
St. Charles County
Commission #06822569

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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Paula Goodrich

STC03064-06 **AMENDMENT TO WEST HAMPTON WOODS**
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment is made and entered into this 14th day of MARCH, 2006, by Renaissance Partnership, a Missouri partnership consisting of Drake Development, LP and Stan Siegfried Construction, Inc., hereinafter called "Developer".

WHEREAS, previously there have been recorded "West Hampton Woods Declaration of Covenants, Conditions and Restrictions" at Book DE 4044, Pages 908 – 928; and

WHEREAS, ARTICLE VII – Use Restrictions, 5. Fences, states: "No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless approved by the Architectural Control Committee. No chain link fences will be allowed."; and

WHEREAS, it is the desire of Developer to change the Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Developer changes the above-referenced Declarations as follows:

1. ARTICLE VII – Use Restrictions, 5. Fences, shall be changed to read: "No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless approved by the Architectural Control Committee. No chain link or wooden fences will be allowed."

IN WITNESS WHEREOF, the Company has caused this Declaration to be recorded the date first above-written.



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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Karen Porterfield

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5-1

**CLARIFICATION OF PROPERTY SUBJECT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS OF WEST HAMPTON WOODS
RECORDED IN BOOK 4044 PAGES 907 to 928**

This Clarification is made and entered into this 17th day of JANUARY, 2006, by and between Renaissance Partnership, a Missouri partnership consisting of DRAKE DEVELOPMENT, LP, and STAN SIEGFRIED CONSTRUCTION, INC., hereinafter called "Developer".

WHEREAS, previously there have been recorded "West Hampton Woods Declaration of Covenants, Conditions, and Restrictions" at Book DE 4044, Pages 907 to 928; and

WHEREAS, the West Hampton Woods Declaration of Covenants, Conditions and Restrictions refers to a plat, recorded in Plat Book 41, Page 294, that was subject to the attached legal description, which legal description is greater than the recorded plat and, in fact, includes a Plat Two, which is recorded in Plat Book 42, Page 174.

NOW, THEREFORE, is the Developer's intention that Plat Two is, therefore, included and bound by the West Hampton Woods Declaration of Covenants, Conditions and Restrictions, referred to in Book DE4044, Pages 907 to 928.

IN WITNESS WHEREOF, the Developer has caused this Clarification of Property Subject to Declarations of Covenants and Restrictions for West Hampton Woods to be recorded the date first above-written.

RECORD AS IS

Renaissance Partnership

BY:

Stan Siegfried
Stan Siegfried, Pres.
Stan Siegfried Construction, Inc.


FREDERICK W DRAKESMITH
ATTORNEY AT LAW
201 FIRST CAPITOL DRIVE SUITE 2
SAINT CHARLES, MO 63301

STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES)

On this 17th day of January, 2006, before me appeared Stan Siegfried, President of Stan Siegfried Construction, Inc. and Partner of Renaissance Partnership, to me personally known, who, being by me duly sworn, did state that the facts contained in the above and foregoing Clarification of Property Subject to Declarations of Covenants and Restrictions for West Hampton Woods are true and correct according to his best knowledge, information and belief and that he signed said Clarification 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 the day and year first above-written.

My Term Expires:
7/10/2007



NOTARY PUBLIC
PATRICIA PATTERSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: July 10, 2007

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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Paula Goodrich

**AMENDMENT TO WEST HAMPTON WOODS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment is made and entered into this 10th day of ~~May~~ ^{JUNE}, 2005, by Renaissance Partnership, a Missouri partnership consisting of DRAKE DEVELOPMENT, LP and STAN SIEGFRIED CONSTRUCTION, INC., hereinafter called "Developer".

WHEREAS, previously there have been recorded "West Hampton Woods Declaration of Covenants, Conditions and Restrictions" at Book DE 4044, Pages 908 - 928; and

WHEREAS, ARTICLE IV, Section 3 states: "At the first organized meeting of the Association, annual assessments shall be determined, until such time the assessment shall be \$200.00 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 herein after provided, for the next succeeding period of three years."; and

WHEREAS, it is the desire of Developer to change the Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Developer changes the above-referenced Declarations as follows:

1. ARTICLE IV, Section 3 shall be changed to read: "At the first organized meeting of the Association, annual assessments shall be determined, and until such time the assessment shall be \$350.00 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 such is required and, if not, then upon the closing of the building improvements. After fifty (50) lots are sold, and improvements placed upon such lots have been completed, this assessment

shall be reduced to \$300.00 per lot per year. After an additional fifty (50) lots are further sold, this assessment shall be reduced to \$250.00 per lot per year. If an occupancy permit is not required for occupancy of any improvement, then such assessments contained thereon are not due and payable until the closing of the building improvements. From and after the above time, the annual assessment may be adjusted by vote of the Members.

IN WITNESS WHEREOF, the Company has caused this Declaration to be recorded the date first above-written.

ATTEST:

Renaissance Partnership

BY: *Stan Siegfried*
STAN SIEGFRIED

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

On this 10th day of JUNE, 2005, before me appeared STAN SIEGFRIED, to me personally known, who, being by me duly sworn, did state that the facts contained in the above and foregoing Amendment to the West Hampton Woods Declaration of Covenants, Conditions and Restrictions are true and correct according to his best knowledge, information and belief and that he signed said Amendment 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 the day and year first above written.

My Term Expires: 7/10/2007

Patricia Patterson
NOTARY PUBLIC

PATRICIA PATTERSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: July 10, 2007

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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Michelle Kimble

File #: UST-MISC

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: DECLARATION OF COVENANTS AND RESTRICTIONS FOR WEST HAMPTON WOODS

DATE: DECEMBER 1, 2004

GRANTOR(S): RENAISSANCE PARTNERSHIP, A MISSOURI PARTNERSHIP CONSISTING OF DRAKE
DEVELOPMENT, L.P. AND STAN SIEGFRIED CONSTRUCTION, INC. (DEVELOPER)
4641 CROSSHAVEN COURT
ST. CHARLES, MO 63304

GRANTEE(S): WEST HAMPTON WOODS HOMEOWNERS ASSOCIATION
Address: 4641 CROSSHAVEN COURT
ST. CHARLES, MO 63304

LEGAL DESCRIPTION: SEE EXHIBIT "A" PAGE 18-20 AND EXHIBIT "B" PAGE 21

REFERENCE BOOK AND PAGE NUMBER: PLAT BOOK 41 PAGE 294

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WEST HAMPTON WOODS

THIS DECLARATION, made this 1st day of DECEMBER, 2004, by Renaissance Partnership, a Missouri partnership consisting of DRAKE DEVELOPMENT, L.P. and STAN SIEGFRIED CONSTRUCTION, INC., 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 West Hampton Woods 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, 2005 to December 31, 2005, and January 1 through December 31 of each succeeding year.

(b) "Association" or "Community Association" shall refer to the West Hampton Woods 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 as follows:

All lots and ground situated upon the plat of WEST HAMPTON WOODS as recorded in Plat Book 41, Page 294, of the St. Charles County Recorder's Office, State of Missouri, which exact legal description attached hereto as Exhibit "A" and Exhibit "B", and incorporated hereto by 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 that 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 it 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.

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 thereto, 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 \$200.00 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 the 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 assessments 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 assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. Duties of the 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 a 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 such 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 an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Owner personally 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 St. Charles County and/or the City of Wentzville. 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 reasonably 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 all Lots have been sold and improvements constructed thereon, Stan Siegfried or his designee shall exercise the powers and duties of the Board of Directors.

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 The Manors at Hanley Crossing 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 either the Developer or the Owners of any three (3) Lots to all unit Owners in the same manner and within the same time. A quorum of Lot Owners is not necessary. The person receiving the majority votes shall serve a one (1) year term as President. The persons 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 of the Board of Directors: The President shall preside over all meetings of the Board of Directors and of the voting members. The Secretary shall keep minutes of all meetings of the Board 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

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 by Stan Siegfried, who shall serve until all lots are sold and living units built thereon or until such time as he shall resign. In the event Stan Siegfried resigns before all lots are sold and built thereon by Developer, then he shall appoint a person to replace him, or shall designate that the Board of Directors shall appoint three (3) members 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 Stan Siegfried 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, if 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 Review 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) Building Colors. Building colors, except for trim colors, shall be earth tones, white or similar suitable colors, Earth tone colors include, but are not limited to, barn red, beige, cream, dark brown, gray, gray blue, greenish blue, off-white, pale yellow, tan and taupe brown.

d) 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.

e) Residential Front Facade. The front facade shall wrap around and continue a minimum of twenty-four (24) inches on each side of the building. A minimum of fifty percent (50%) of the front facade of every residential building shall be comprised of brick, stucco or stone masonry, unless alternative material is approved by the Architectural Review Commission based on the design of the structure. All dwellings shall present a good, well-maintained frontage, harmonious in design to the surrounding neighborhood.

f) 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.

g) Garages. All garages for single-family detached dwellings shall be side-entry or rear-entry unless a front-entry garage is approved by the ARC 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.

h) Driveways. Any driveway located within ten (10) feet of a driveway on an 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.

i) Foundations. Concrete foundations shall be covered with a permissible building material so that no more than twelve (12) inches in height of the concrete of any building shall be visible.

j) Walkways. All walkways shall consist of stone, brick or concrete. Asphalt walkways are expressly prohibited.

k) Sod Required. Sodding shall be required on steep slopes of 3:1 or greater pitch. Sodding shall be required on all storm water runoff areas. Except, however, that sod shall not be required for areas of the site which had a slope exceeding a 3:1 prior to site development and which will remain in an undisturbed natural state. All residential front yards are to be sodded to the building line.

l) 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 thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel.

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 in them shall be maintained continuously by the Owner, except for those improvements for which public authority or utility company is responsible.

5. Fences: No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless approved by the Architectural Control Committee. No chain link fences will be allowed.

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 house occupations approved by the City of Wentzville, but nothing shall prevent any promotional activities by 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 Architectural Control Committee 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 Architectural Control Committee 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 Architectural Control Committee.

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 Architectural Control Committee.

13. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or shed will be built or placed upon any Lot without submitting to the Architectural Control Committee plans and specifications in writing and receiving approval by the Architectural Control Committee. 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 and 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 incinerators 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 the recorded plats. Such easements shall include the 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 Architectural Control Committee.

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

- a) Ranches or ranch atriums: 1,600 square feet; and
- b) Two stories or one and a half stories: 2,200 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 that 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 ten (10) 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 Architectural Control Committee and with approval of the City of Wentzville 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 store in height may project not to exceed two (2) feet;

b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, 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 Architectural Control Committee. 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 Architectural Control Committee. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the Architectural Control Committee.

8. Yard Finishing: All front yards must be sodded within thirty (30) days from occupancy (weather permitting). There must be two (2) trees 2" in diameter added to each front yard. Any Lot not built upon by lot purchaser after 180 days of purchase from Developer shall be graded, seeded, mulched, and maintained by Lot Owner.

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

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

ARTICLE VIII - Easements

SECTION 1. Easement for Landscaping and Related Purposes: There shall be and is hereby reserved to the Developer a perpetual and exclusive easement over all lots,

or any Common Area or Community Facility, for a distance of ten (10) feet behind any lot line which parallels a street (whether it be public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

SECTION 2. 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 and/or Stan Siegfried 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.

SECTION 6. Violations and Penalties: Any homeowner that is found in violation of any term or condition of this Declaration will have thirty (30) days to cure the violation or violations after notifications in writing by the Board of Directors or the Developer. If the violation is not remedied within that period, the Owner will be charged an assessment of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month per violation. If payment is not received within fifteen (15) days of the end of the one (1) month period, 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, Renaissance Partnership, consisting of General Partner, Stan Siegfried Construction, Inc., by Stan Siegfried, President, and General Partner, Drake Development, L.P., by Frederick W. Drakesmith, General Partner, have caused these presents to be executed this 1st day of DECEMBER, 2004.



STAN SIEGFRIED CONSTRUCTION, INC.

BY

Stan Siegfried
STAN SIEGFRIED, President

ATTEST:

Secretary

(CORPORATE SEAL)

DRAKE DEVELOPMENT, L.P.

BY

Frederick W. Drakesmith
Frederick W. Drakesmith, General Partner



20041207001155490 18/22

Bk:DE4044 Pg:924

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

On this 1st day of DECEMBER, 2004, before me personally appeared Stan Siegfried, General Partner, and Frederick W. Drakesmith, General Partner, who comprise Renaissance Partnership, who, being by me duly sworn did say that they are the owners of West Hampton Woods, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires:

7/10/2007
(NOTARY SEAL)

Patricia Patterson
NOTARY PUBLIC

PATRICIA PATTERSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: July 10, 2007

EXHIBIT "A"

A tract of land being part of the tract of land as described in deed to Scott A. Sacco and Kristi L. Sacco as recorded in Book 2242, Page 1744 of the St. Charles County Office of Recorder of Deeds and also being within part of the Southwest 1/4 of Section 35 of Township 47 North, Range 1 East, St. Charles County, Missouri, and being more particularly described as follows:

Commencing at a found old stone on the South line of U.S. Survey 149 designated as Point No. 2 on a survey by Peter W. Loonam, County Surveyor, dated March 14, 1918 and filed for record in Surveyor's Record Book 5, Page 11; thence from said stone, South 83 degrees 30 minutes 00 seconds East, a distance of 719.81 feet to a point, said point being THE TRUE POINT OF BEGINNING of the tract of land herein described:

Thence continuing along said South Survey line, being also a South line of "The Manors at Oaksbrook Estates", a subdivision, as recorded in Plat Book 35, Page 155, South 83 degrees 30 minutes 00 seconds East, a distance of 578.67 feet to a point, said point being an old stone marking Point No. 1 on the aforesaid County Surveyor Loonam survey; thence continuing along said South Survey line, being also a South line of tracts of land now or formerly of Jaeger, no Book and Page listed, South 81 degrees 42 minutes 33 seconds East, a distance of 812.03 feet to a point; thence leaving said South Survey Line, along a West line of property now or formerly of Ghiglione as recorded in Book 1848, Page 1438, South 00 degrees 27 minutes 42 seconds West, a distance of 579.86 feet to a point; thence along a West line of property now or formerly of Hardy as recorded in Book 2156, Page 742, South 00 degrees 23 minutes 33 seconds West, a distance of 209.14 feet to a point; thence along a West line of property now or formerly of Warren as recorded in Book 1871, Page 643, South 00 degrees 12 minutes 21 seconds West, a distance of 208.52 feet to a point; thence along a West line of property now or formerly of Witte as recorded in Book 910, Page 1859, South 00 degrees 12 minutes 49 seconds West, a distance of 144.86 feet to a point; thence along a West line of property now or formerly of Gaines as recorded in Book 904, Page 1838, South 00 degrees 28 minutes 56 seconds West, a distance of 149.10 feet to a point; thence leaving said West line of Gaines, South 86 degrees 35 minutes 12 seconds West, a distance of 141.68 feet to a point; thence North 66 degrees 30 minutes 28 seconds West, a distance of 98.74 feet to a point; thence South 08 degrees 42 minutes 18 seconds East, a distance of 173.16 feet to a point; thence South 47 degrees 57 minutes 38 seconds West, a distance of 160.47 feet to a point; thence South 35 degrees 11 minutes 36 seconds West, a distance of 73.24 feet to a point; thence South 01 degrees 28 minutes 05 seconds West, a distance of 298.54 feet to a point, said point being on the North Right of Way Line of State Highway "SN"; thence along said North right-of-way line, the following courses and distances: South 88 degrees 24 minutes 58 seconds West, a distance of 30.50 feet to a point on a curve; thence along a curve to the left having a radial bearing of South 09 degrees 22 minutes 26 seconds West, with a radius of 2894.93 feet, a central angle of 06 degrees 02 minutes 04 seconds and an arc length of 304.90 feet to a point; thence North 75 degrees 59 minutes 04 seconds West, a distance of 51.59 feet to a point on a curve; thence along a curve to the left having a radial bearing of South 02 degrees 20 minutes 22 seconds West, with a

RECORD AS IS

radius of 2904.93 feet, a central angle of 01 degrees 45 minutes 28 seconds and an arc length of 89.12 feet to a point; thence North 89 degrees 23 minutes 54 seconds West, a distance of 408.26 feet to a point; thence South 84 degrees 53 minutes 28 seconds West, a distance of 50.25 feet to a point; thence North 89 degrees 23 minutes 54 seconds West, a distance of 56.96 feet to a point, said point being on the West line of the aforesaid Section 35; thence departing said North right-of-way line, North 00 degrees 12 minutes 18 seconds West, a distance of 2031.97 feet returning to the POINT OF BEGINNING and containing 57.433 acres, more or less.

EXCEPTING THEREFROM:

A tract of land being part of the tract of land as described in deed to Scott A. Sacco and Kristi L. Sacco as recorded in Book 2242, Page 1744 of the St. Charles County Office of Recorder of Deeds and also being within part of the Southwest 1/4 of Section 35 of Township 47 North, Range 1 East, St. Charles County, Missouri, and being more particularly described as follows:

Commencing at a found old stone on the South line of U.S. Survey 149 designated as Point No. 2 on a survey by Peter W. Loonam, County Surveyor, dated March 14, 1918 and filed for record in Surveyor's Record Book 5, Page 11; thence from said stone, South 83 degrees 30 minutes 00 seconds East, a distance of 719.81 feet to a point, thence continuing along said South Survey line, being also a South line of "The Manors at Oakbrook Estates", a subdivision, as recorded in Plat Book 35, Page 155, South 83 degrees 30 minutes 00 seconds East, a distance of 578.67 feet to a point, said point being an old stone marking Point No. 1 on the aforesaid County Surveyor Loonam survey; thence continuing along said South Survey line, being also a South line of tracts of land now or formerly of Jaeger, no Book and Page listed, South 81 degrees 42 minutes 33 seconds East, a distance of 589.98 feet to a point, said point being THE TRUE POINT OF BEGINNING of the tract of land herein described:

Thence, continuing along said South line, South 81 degrees 42 minutes 33 seconds East, a distance of 222.05 feet to a point; thence leaving said South Survey Line, along a West line of property now or formerly of Ghiglione as recorded in Book 1848, Page 1438, South 00 degrees 27 minutes 42 seconds West, a distance of 579.86 feet to a point; thence along a West line of property now or formerly of Hardy as recorded in Book 2156, Page 742, South 00 degrees 23 minutes 33 seconds West, a distance of 209.14 feet to a point; thence along a West line of property now or formerly of Warren as recorded in Book 1871, Page 643, South 00 degrees 12 minutes 21 seconds West, a distance of 208.52 feet to a point; thence along a West line of property now or formerly of Witte as recorded in Book 910, Page 1859, South 00 degrees 12 minutes 49 seconds West, a distance of 144.86 feet to a point; thence along a West line of property now or formerly of Gaines as recorded in Book 904, Page 1838, South 00 degrees 28 minutes 56 seconds West, a distance of 149.10 feet to a point; thence leaving said West line of Gaines, South 86 degrees 35 minutes 12 seconds West, a distance of 141.68 feet to a point; thence North 66 degrees 30 minutes 28 seconds West, a distance of 98.74 feet to a point; thence North 08 degrees 42 minutes 18 seconds West, a distance of 87.27 feet to a point; thence North

RECORD AS IS



03 degrees 12 minutes 48 seconds West, a distance of 120.19 feet to a point; thence North
30 degrees 16 minutes 13 seconds West, a distance of 169.20 feet to a point; thence North
26 degrees 25 minutes 54 seconds West, a distance of 43.17 feet to a point; thence North
33 degrees 59 minutes 24 seconds East, a distance of 268.65 feet to a point; thence North
22 degrees 43 minutes 44 seconds West, a distance of 194.97 feet to a point; thence North
03 degrees 08 minutes 50 seconds East, a distance of 70.68 feet to a point; thence North
47 degrees 08 minutes 59 seconds East, a distance of 89.82 feet to a point; thence North
04 degrees 21 minutes 21 seconds West, a distance of 238.43 feet to a point; thence North
08 degrees 17 minutes 27 seconds East, a distance of 130.87 feet returning to the point of
beginning and containing 7.754 acres, more or less.

RECORD AS IS

EXHIBIT "B"

20041207001155490 22/22
Bk:DE4044 Pg:928

LAND DESCRIPTION

Proposed
Crossroads Development Inc.
Wentzville Forest
50' wide Easement to
Outlot "A"

Crossroads Development, Inc. (Grantor) hereby reserves the following easement over that portion of Exhibit "A" being conveyed to Renaissance Partnership (Grantee):

A tract of land for easement purposes, being part of the tract of land as described in deed to Scott A. Sacco and Kristi L. Sacco as recorded in Book 2242, Page 1744 of the St. Charles County Office of Recorder of Deeds and also being within part of the southwest 1/4 of Section 35 of Township 47 North, Range 1 East, St. Charles County, Missouri, and being more particularly described as follows:

Commencing at a found old stone on the South line of U.S. Survey 149 designated as Point No. 2 on a survey by Peter W. Loonam, County Surveyor, dated March 14, 1918 and filed for record in Surveyor's Record Book 5, Page 11; thence from said stone, South 83 degrees 30 minutes 00 seconds East, a distance of 719.81 feet to a point, thence continuing along said South Survey line, being also a South line of "The Manors at Oakbrook Estates", a subdivision, as recorded in Plat Book 35, Page 155, South 83 degrees 30 minutes 00 seconds East, a distance of 578.67 feet to a point, said point being an old stone marking Point No. 1 on the aforesaid County Surveyor Loonam survey; thence continuing along said South Survey line, being also a South line of tracts of land now or formerly of Jaeger, no Book and Page listed, South 81 degrees 42 minutes 33 seconds East, a distance of 437.94 feet to a point, said point being THE TRUE POINT OF BEGINNING of the tract of land herein described:

Thence, continuing along said South line; South 81 degrees 42 minutes 33 seconds East, a distance of 152.04 feet to a point; thence leaving said South Survey Line, South 08 degrees 17 minutes 27 seconds West, a distance of 50.00 feet to a point; thence North 81 degrees 42 minutes 33 seconds West, a distance of 154.24 feet to a point; thence along a curve to the left, having a radial bearing of South 76 degrees 19 minutes 44 seconds West, a radius of 525.00 feet, with a central angle of 00 degrees 38 minutes 45 seconds and an arc length of 5.92 feet to a point, said point being a point of reverse curve; thence along a curve to the right, having a radial bearing of North 75 degrees 40 minutes 59 seconds East, a radius of 30.00 feet, with a central angle of 45 degrees 44 minutes 01 seconds and an arc length of 23.95 feet to a point, said point being a point of reverse curve; thence along a curve to the left, having a radial bearing of North 58 degrees 35 minutes 00 seconds West, a radius of 54.00 feet, with a central angle of 23 degrees 07 minutes 33 seconds and an arc length of 21.80 feet returning to the point of beginning and containing 0.179 acres, more or less.

RECORD AS IS