

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
EAGLE POINTE

The Real Property which is subject to this Declaration is located in St. Charles County, Missouri, and is particularly described as follows:

All lots in Eagle Pointe, as said lots are marked and designated on the Plat thereof recorded in Plat Book 35 Page 351-352 of the St. Charles County Records.

AND WHEREAS, it is the wish and desire of the undersigned owners of said property, for the purpose of benefitting said property and for the benefit that will insure to the said owners, their successors and assigns, and to all other persons, who may hold or may own, from time to time, any of the several lots covered by this instrument to impose the following Conditions, Restrictions, Covenants and Dedications thereon:

NOW THEREFORE, THE SAID Owners do hereby impose against all of said property the following Condition, Covenants, Restrictions, and Dedications, to-wit:

1. All streets of Eagle Pointe shall be private streets subject to the other provisions of these covenants, conditions and restrictions. The streets shall be owned by the owners of Lots as owners of the real estate described in Eagle Pointe. Each such lot owner as owners of said real estate described in Eagle Pointe shall own interest in the streets and shall each have a non-exclusive easement over the streets for ingress and egress. Said ownership of the streets and the rights and obligations regarding said streets as herein provided shall inure to the heirs, successors and assigns of said owners of said streets. The owners of Lots shall be responsible for and shall each pay equal amounts for necessary street maintenance and repairs. The Trustees of Eagle Pointe shall have full authority and power to determine what street maintenance and repairs are necessary and to contract for such maintenance and repairs on behalf of the owners of Lots. Commencing as of Jan. 1, ~~1999~~<sup>2000</sup> and on the anniversary date of each year thereafter, the owners of Lots shall each pay a \$100.00 annual assessment for street maintenance and repairs and maintenance of common ground as the Trustees from time to time deem necessary. The aforesaid obligation to pay for street maintenance and repairs, and maintenance of common ground, and the annual assessment therefore, shall constitute a lien against the land of each obligator in favor of the Trustees from the time it is incurred until paid in full. The foregoing provisions apply only to ordinary street maintenance and repairs and not to substantial improvements in the streets. All lots owned by S&H Investments, the owners of said property, shall be exempt from the assessments until occupied or until title to the lot has been transferred to the first purchaser.

1a. Beginning July 1, ~~1999~~<sup>2000</sup>, street maintenance shall include a monthly bill to be paid for street lighting.

2. All buildings lines and easements as shown and designated, and indicated on the Plat of said Subdivision are hereby established.

3. All the streets and roadways, together with their roundings at intersections, and all easements shown on the above Plat of Eagle Pointe are hereby designated as utility easements, and are hereby dedicated to the various utility companies as their interests may appear, and to their successors and assigns, for the use, installation, maintenance, repair, and replacement of storm and sanitary sewers, water lines, gas lines, electric, telephone, television cable and telegraph lines, along and under said easement.

4. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories and not to exceed 30 feet in height and such other outbuilding customarily used as a private garage and storage space. EXCEPT that stables may be erected with approval of the Trustees. Dimensions of outbuildings are limited to 20 feet in height and not to exceed 1200 square feet.

5. No dwelling, fences, or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Trustees as to quality of workmanship and materials, and harmony of external design with existing structures.

5a. A culvert pipe must be installed in driveway at start of construction. If street is damaged by contractors, owner is responsible to get them to fix it.

5b. Developers are not responsible for soil or rock conditions which may result in additional cost for footings and foundations or any other construction costs.

6. DWELLING SIZE. One story dwellings. The ground floor area of the main structure of a one-story dwelling, exclusive of open porches and breezeways, shall have not less than 1,800 square feet.

6a. Two-story or story and a half dwelling. The ground floor area of the main structure of a two-story or a story and a half dwelling exclusive of open porches and breezeways shall have not less than 1,400 square feet. The roof line may be continuous or staggered.

6b. In the case of split level house, or a split foyer house, there shall be a minimum of sixteen hundred (1,600) square feet of living space above grade.

6c. All dwellings shall have an attached garage with side or rear entry for at least two automobiles, but not more than four. Garage in basement does not qualify as an attached garage.

6d. No mobile, log, modular or manufactured or earth sheltered homes may be constructed on any lot.

7. Any buildings erected shall be constructed of either wood, vinyl, steel, real brick or real stone or any combination thereof. No roll tarpaper or shingles shall be used on any exterior wall. Any dwelling begun upon the lot shall be completed within six months thereafter. All footings, foundations and basements shall be constructed of poured concrete. No structure of a temporary nature, house-trailer, tent or shack shall be placed, erected or maintained upon any lot. No basement erected or maintained on any lot shall be used, temporarily, or permanently, as a place of residence.

7a. All houses and garages should have a real brick or real stone front. Exceptions may be allowed upon approval by Trustees.

8. No building shall be located on any lot closer to the street line than the minimum building set back line as shown on the recorded plats of said Subdivision.

9. No lot shall at any time be reduced in size.

9a. All drilled water wells MUST be drilled a minimum of 450 feet deep.

10. No building or lot shall be used for any purpose prohibited by law or ordinance.

10a. The private streets may not be extended or connected to any real estate outside of the subdivision plat except as shown thereon and may not serve as an easement for ingress or egress to any other real estate except upon the written consent of all lot owners in a document recorded in the St. Charles County Recorder's Office.

11. No mobile home shall be stored or parked upon any lot. There shall be no vehicle parked without being garaged upon any lot unless it is licensed to be driven and is used on public roads a minimum of once every thirty days. No freight or similar type trailers to be parked and used for storage. No trucks rated over one ton may be parked at any residence.

12. The leaching field must be at least 40 feet from the adjoining property line. No outside toilet or latrine shall be constructed on any lot. ALL EFFLUENT FROM SUCH SYSTEM MUST BE CONTAINED ON THE OWNERS PROPERTY.

13. No noxious or offensive activity shall be carried on at any time on any lot or in any building thereon. Nothing shall be done or be permitted to be done which may or shall become an annoyance or nuisance to other lot owners to diminish the enjoyment by any lot owner of his lot. No lot owner shall cause or permit an accumulation of refuse of any character on any lot, whether improved or vacant, nor the storage or parking of any derelict vehicles of any kind or of any parts thereof.

13a. No satellite dishes over 22 inches in diameter are allowed and no tower antennas allowed.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

15. No person shall be permitted to live on any lot in a garage, outbuilding, trailer, temporary building or tent or other structure not designated as permanent and stationary.

16. Property owner must protect his neighbors' property from silt run-off during construction of house or other construction by installing a stop made of straw bales or another reliable system.

16a. Owner or owner's contractor must clean streets from mud caused by concrete trucks - also no concrete trucks wash-out in street ditches.

17. No swine, cattle, sheep, goats, chickens, ducks, geese, guinea or other fowl shall be raised, bred, or kept upon any lot for any purpose. No animals of any kind shall be raised, bred, or kept upon any lot for any commercial purpose. No kennels for raising of dogs for commercial sale. Any lot owner may keep horses on their lot not to exceed one horse per one acre of pasture land on such lot, however, that no lot owner shall cause or allow the creation of a nuisance to other lot owners by keeping of any animal or animals.

18. The owner or owners of each lot shall keep all weeds and grass upon any lot owned by him, her or them, cut that such weeds and grass shall not exceed one and one-half (1 1/2) feet in height, without the express written consent of the Trustees.

19. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Two eight feet by sixteen feet signs to advertise lots for sale may be used until all lots are sold.

20. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lots. No derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

20a. Lots 1 through 4 and Lots 40 through 43 shall be subject to the conditions and restrictions of AmerenUE, as prescribed in AmerenUE letter dated April 13, 1998, regarding the 200 foot wide transmission line easement. A copy of this letter is attached and made a part of the covenants and restrictions for EAGLE POINTE subdivision.

21. The original Trustees of Eagle Pointe shall be compiled of Paul A. Rothermich, William J. Childs, Henry W. Sachs, Thomas J. Sachs, and Ronald A. Sachs of St. Charles County, Missouri. A majority of the Trustees may designate additional Trustees or may designate Trustees to succeed Trustees. Said original Trustees hereby established, and additional and successive Trustees shall act with fairness and with responsible discretion to enforce these herein described covenants, conditions and restrictions in order to maintain Eagle Pointe as a desirable, harmonious, and compatible, first-class residential community.

21a. Except for the original five Trustees named above, each and every additional and successive Trustee shall be the owner of a lot in Eagle Pointe. The Trustees shall be comprised of no less than three members, and no more than five members.

21b. In the event of death or resignation of any Trustee, the remaining Trustees shall have full authority to designate a successor. Neither the Trustees nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Trustees or to withdraw from the Trustee or restore to the Trustees any of their powers and duties.

21c. The Trustees approval or disapproval as required in these covenants shall be in writing. In the event the Trustees, or their designated representatives fail to approve or disapprove proposed plans and specifications for a dwelling within 30 days after plans and specifications have been submitted to them, their approval will not be required and the related covenants shall be deemed to have been fully complied with. All plans submitted shall be complete with all elevations clearly shown, wall sections, roof details, stair details, footing and foundation details drawn to 1/4 inch scale - no free hand drawings.

21d. Trustees' Duties and Powers. The Trustees shall have the rights, powers, and authorities described throughout this Indenture and the following rights, powers, and authorities:

(a) Acquisition of Common Property. To acquire and hold the Common Property in accordance with and pursuant to the Ordinance and in accordance with and subject to the provisions of this Indenture, and to deal with any such Common Property as hereinafter set forth.

(b) Trustees' Responsibilities - Common Property. The Trustees shall be responsible for the maintenance and repair of any detention basins, and any other drainage facilities located on and servicing any Common Property or improvements thereon in the Property.

21e. These covenants are to run with the land and shall be binding on all lot owners and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These covenants may be changed, in whole or part, at any time, if an instrument signed by a majority of the then owners of the lots agreeing to any such change, has been recorded.

21f. IMPLEMENTATION

1. Provision of a copy of the "Engineering Report for Wastewater Disposal - Eagle Pointe Subdivision" and a copy of the approval letters from the Missouri Department of Natural Resources and the St. Charles County, Missouri Building Department to the buyer upon purchase of a lot.
2. Inclusion of a phrase in the purchase contract requiring the buyer to construct sewage disposal facilities in accordance with the "Engineering Report for Wastewater Disposal - Eagle Pointe Subdivision" as prepared by George Butler Associates, Inc. and approved by the Missouri Department of Natural Resources and the St. Charles County, Missouri Building Department and to assure that no wastewater (treated or untreated) would be discharged across lot boundaries.
3. Inclusion of a provision in the subdivision restrictions requiring construction of sewage disposal facilities in accordance with the "Engineering Report for Wastewater Disposal - Eagle Pointe Subdivision" and prohibiting the discharge of wastewater across lot boundaries.
4. Inclusion of a provision in the subdivision restrictions empowering the Board of Trustees to enter onto any lot for the purpose of correcting off-lot discharges where the owner failed to correct the problem after adequate notice.
5. Inclusion of a provision in the subdivision restrictions empowering the Board to recover costs for correcting off-lot discharges.

21g. AMEREN UE UTILITY EASEMENT LETTER

AmerenUE has reviewed your request for a residential development known as Eagle Pointe Subdivision located in Wentzville, Missouri, and offers no objection, provided the following conditions are met with regard to our transmission line right of way.

1. The transmission tower to the east would be located within a proposed platted utility easement which is unacceptable. No excavations or service utilities shall be located within twenty (20) feet of any structure. The proposed easement area near the northeast corner of Lot 2 should be revised to exclude proximity to the tower.
2. The filed subdivision plat must indicate the extent of the transmission line easement, and all owners made aware of the following easement restrictions: a. No buildings, swimming pools, decks, or any other structures or portions thereof will be allowed. b. Only low growing shrubs will be allowed; low growing ornamental trees may be allowed only after review and written approval from AmerenUE. c. A twenty (20) foot wide open access route must be maintained along the right of way at all times. d. Fences crossing the entire width of the right of way must be installed with a sixteen (16) foot wide gate for equipment access. If locked, an AmerenUE lock must be installed in series with property owner's lock.
3. In constructing the road under the transmission lines, the final grade should not exceed the existing ground elevation. Grading plans must be reviewed and approved by AmerenUE Corporation personnel prior to construction commencement.
4. You and/or contractor shall comply with and shall warn and instruct each and every person engaged in, or in any way connected with the construction of this project as to the existence, location, and nature of AmerenUE Company's facilities. In the event that said construction involves the use cranes or other hoisting devices, a minimum radial clearance of twenty (20) feet from electrical conductors must be maintained. All contractors shall comply with applicable provisions of the latest edition of the National Electrical Safety Code; the Overhead Power Line Safety Act, Sections 319.075 RSMO.; (collectively "Laws"), as such Laws may be amended from time to time.

In addition, AmerenUE will assume no responsibility for damage to the herein referenced right of way encroachment resulting from the exercising of any of our rights under existing easement grants or condemnations to AmerenUE and/or its predecessors in title.

22. In accordance with the Planning and Zoning laws of the St. Charles County, Missouri, the undersigned, Paul A. Rothermich, William J. Childs, Henry W. Sachs, Thomas J. Sachs, and Ronald A. Sachs, have caused an Engineer's Report to be made on "Eagle Pointe" and submitted to Missouri Department of Natural Resources. A geological evaluation (ID#044-98) has been issued by DNR.

23. In the event of any continued violation by any lot owner of any of the conditions, restrictions or covenants herein contained after five (5) days written notice from the Trustees or from the Trustees or from any five other lot owners, which notice shall be deemed delivered if duly posted in the mail, addressed to the last known address of such lot owner, the said Trustees or other five (5) owners may institute suit at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction to restrain violation and/or to recover damages. Any lot owner and all persons acting under him or in his behalf, who so violates or attempts to violate any covenant, condition, or restriction, shall be responsible for all expenses incurred in the enforcement of these covenants, conditions, and restrictions, including, but not limited to, court costs and attorney fees. In addition, the Trustees, prior to filing suit, shall have the power to correct any such violation and make any necessary repairs and alterations and do such work as is reasonably deemed necessary to correct such violation. The Trustees may thereafter institute proceedings against any or all persons holding any beneficial interest in such lot to collect the cost of such repairs and alterations from the owner of such lot.

24. Invalidity of any one of these restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, the parties hereto have hereunto set their hands this 8TH day of July, 1998.

Paul A. Rothermich  
Paul A. Rothermich

Henry W. Sachs  
Henry W. Sachs

William J. Childs  
William J. Childs

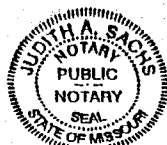
Thomas J. Sachs  
Thomas J. Sachs

Ronald A. Sachs  
Ronald A. Sachs

STATE OF MISSOURI  
COUNTY OF ST. CHARLES

On this 8TH day of July, 1998 before me personally appeared Paul A. Rothermich, William J. Childs, Henry W. Sachs, Thomas J. Sachs, and Ronald A. Sachs, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they 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 at my office in the County and State aforesaid the day and year first above written.



Judith A. Sachs  
Notary Public