

RECORDING MEMORANDUM

Instrument:

Grantor: The Harbors at Lake Chesterfield Homeowners Association

Grantee: The Harbors at Lake Chesterfield Homeowners Association

Date: _____, 2021

Legal Description: See Exhibit "A" attached hereto

County: St. Louis County, Missouri

Reference:	Book 8055, Page 1865-1890	Book 8055, Page 1891-1919
	Book 8091, Page 630-634	Book 8097, Page 886-890
	Book 8154, Page 1127-1128	Book 8352, Page 479-493
	Book 8352, Page 494-514	
	Plat Book 257, Pages 36-41	Plat Book 257, Page 42
	Plat Book 258, Pages 4-5	Plat Book 261, Page 70
	Plat Book 275, Page 14	Plat Book 278, Page 88
	Plat Book 288, Page 60	Plat Book 263, Pages 49-51
	Plat Book 278, Pages 25-28	

Return to: Gateway Law STL
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This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**The Harbors at Lake Chesterfield Homeowners'
Association**

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

SUPERSEDES

Indenture of Trust The Harbors at Lake Chesterfield

St. Louis County, Missouri

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Exhibit A	Legal Description
Exhibit B	Plat

**The Harbors at Lake Chesterfield Homeowners' Association
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION of Covenants, Conditions and Restrictions is made this ____ day of _____, 202__ by The Harbors at Lake Chesterfield Homeowners' Association, a Missouri nonprofit corporation (the "Association"), on behalf of its Owners of Lots comprising of The Harbors at Lake Chesterfield Subdivision (the "Subdivision").

RECITALS:

A. The Harbors at Lake Chesterfield Subdivision ("Subdivision") is a residential community created and existing under the "Indenture of Trust, The Harbors at Lake Chesterfield" as recorded in January 1987 in Book 8055 at Page 1865 and the "Subindenture of Trust and Restrictions, Harbors at Lake Chesterfield" as recorded in Book 8055 at Page 1891, as amended in Book 8091 at Page 630, Book 8097 at Page 886, Book 8154 at Page 1127, Book 8352 at Page 479 and Book 8352 at Page 494, all in the records of St. Louis County; and as otherwise may be amended, is referred to herein as the "Original Declaration"; and

B. Certain real property ("Property") was subjected to the Original Declaration as more particularly described in Exhibit "A" attached hereto and incorporated by reference herein; and

C. Said Property was subdivided into individual Lots and Common Ground by virtue of the Plats recorded in Plat Book 257, Pages 36 to 41 on January 26, 1987, Plat Book 257, Page 42 on January 26, 1987, Plat Book 258, Pages 4-5 on February 17, 1987, Plat Book 261, Page 70 on May 20, 1987, Plat Book 275, Page 14 on May 5, 1988, Plat Book 278, Page 88 on August 8, 1988, Plat Book 288, Page 60 on June 19, 1989, Plat Book 263, Pages 49-51 on June 29, 1987 and Plat Book 25-28 on July 22, 1988, all of the record of St. Louis County, Missouri, as may be amended ("Plat"); the Plat is incorporated herein by reference; and subsequent subdividing of land and creation of Lots and Living Units occurred within the Property described above; and

D. The easements, streets, rights of way, utilities, drainage channels and facilities, and other Common Ground and common interests established on the Plat and in the Original Declaration are for the exclusive use and benefit of the current and future Owners of Lots and its residents, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating streets, storm water drainage, utilities and other facilities and utilities for the use and benefit of the Owners of Lots and its residents, subject to the Original Declaration; and

E. All easements, covenants, conditions and restrictions contained in the Original

Declaration jointly and severally provide for the benefit of all persons who may purchase, hold or reside upon the Property; and

F. It was the purpose and intention of the Original Declaration to preserve the Property as a restricted neighborhood and to protect the same against certain uses, and to apply the plan of the Original Declaration and Plat to all of the Property and mutually to benefit and restrict the Owners of Lots and Living Units and its residents; and

G. The Subdivision consists of Owners of Lots and Living Units as depicted on the Plats; and

H. The Owners are authorized to amend the Original Declaration by a written affirmative "vote of two-thirds (2/3rds) of the Owners; and

I. The Owners desire to amend and restate the Original Declaration and release Original Declaration from the records of St. Louis County, Missouri, and to replace them with this amended and restated Declaration of Covenants, Conditions and Restrictions effective upon its recording, with separate By-Laws that need not be recorded; and

J. The Owners desire to amend and restate the Original Declaration to foster effective and efficient governance of the Subdivision, permit flexibility, remove obsolete Declarant provisions, enhance the relationship between the Owner and the Board, comply with agencies insuring mortgage loans, all for the general health and welfare of the Owners and in the best interests of the community as a whole, as more particularly set forth below.

NOW THEREFORE, the Owners, pursuant to said authority, hereby release the "Indenture of Trust, The Harbors at Lake Chesterfield" as recorded in Book 8055 at Page 1865, and the "Subindenture of Trust and Restrictions, Harbors at Lake Chesterfield" as recorded in Book 8055 at Page 1891, with the amendments recorded in Book 8091 at Page 630, Book 8097 at Page 886, Book 8154 at Page 1127, Book 8352 at Page 479 and Book 8352 at Page 494, in their entirety from the records of St. Louis County, Missouri, and substitute this "Declaration of Covenants, Conditions and Restrictions for The Harbors at Lake Chesterfield Subdivision" in lieu of the Original Declaration thereof and adopt new By-Laws that need not be recorded, as follows:

PART ONE: INTRODUCTION

The Harbors at Lake Chesterfield Homeowners' Association was created in 1987 under the Original Declaration. The Harbors at Lake Chesterfield was originally intended to be developed as a Mixed Use Development including both residential and commercial properties pursuant to the St. Louis County Ordinance Number 12,511, 1986. The community instead was developed

solely as a residential community containing both Single Family Lots and Multi-Family Living Units. In recognition of changes in the law and evolution of best practices, the Owners desired to update the Original Declaration.

The objective of this Declaration is to foster effectiveness and efficiency in the performance of the Association's functions, to balance the rights and responsibilities of the Owners, to have reasonable restrictions on use of properties and standards for architectural design review, to remove obsolete Declarant provisions, and to provide reasonable flexibility for adapting to changing circumstances in the future. The result is this Declaration and separate By-Laws which preserve the plan of the Community and property rights under the Original Declaration, while updating many of the provisions of those documents.

ARTICLE I: DEFINITIONS

1.1 **"Association"** means The Harbors at Lake Chesterfield Homeowners' Association and its successors and assigns.

1.2 **"Board of Directors"** or **"Board"** means the body designated to act on behalf of the Association.

1.3 **"By-Laws"** means the By-Laws of the Association and any amendments.

1.4 **"Common Expenses"** means expenses or financial liabilities of the Association, including: (a) expenses of administration of the Association, (b) maintenance, repair, improvements, or replacements on the Common Ground, including improvements thereon; (c) expenses relating to implementation and enforcement of the Governing Documents; (d) expenses declared to be Common Expenses by this Declaration; (e) expenses agreed upon as Common Expenses by the Association; and (f) such reasonable reserves as established by the Association.

1.5 **"Common Ground"** or **"Common Property"** means all the common areas and easements as depicted on the Plat, the real property comprising the Recreational Facilities, entrance monuments, lakes, detention basins and other storm water control easements and facilities, open spaces, any sanitary and storm sewer facilities, and utility installations such as street lights (except utilities located on a Lot or dedicated to a municipality or quasi-municipal entity), roadways (if any not dedicated to government or quasi-governmental entity for public use), the pool parking lot, all improvements on the Common Ground, and such other common areas as the Association may acquire in the future. The Common Ground shall be held and operated for the common use and enjoyment of the Owners and their residents.

1.6 **"Declaration"** means this instrument, as may be amended.

1.7 **“Documents”** or **“Governing Documents”** means this Declaration, Plats, Articles of Incorporation, By-Laws, Rules, Architectural Guidelines, and any amendments.

1.8 **“Living Unit”** means and refers to any individual residence within a multi-family building on the Properties designed and intended for independent residential use.

1.9 **“Lot”** means a separate parcel of land, containing a Single Family Residence and other improvements thereon, the location and dimensions of which are depicted on the Plat.

1.10 **“Member”** means the record Owner of a Lot or Living Unit in the Subdivision.

1.11 **“Nonprofit Corporation Act”** or **“NCA”** means the Missouri Nonprofit Corporation Act, Chapter 355, Mo. Rev. Stat., as may be amended.

1.12 **“Ordinance”** means any applicable ordinances, codes or regulations of St. Louis County, Missouri, or its successor(s), as may be amended, and the municipality of Wildwood, as may be amended, or of such local government as may have jurisdiction in the future.

1.13 **“Original Declaration”** means the instruments described in Recital “A.”

1.14 **“Owner”** means any Person who has a recorded fee simple title to a Lot or Living Unit in the Subdivision, not including any person having a Security Interest in the Lot. The records of the St. Louis County Recorder of Deeds shall be conclusive in determining ownership.

1.15 **“Person”** means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however that in the case of a land trust, “person” means the beneficiary of the trust rather than the trust or the trustee.

1.16 **“Plat”** means the Plats of The Harbors at Lake Chesterfield Subdivision and/or The Harbors at Lake Chesterfield Homeowners’ Association as described in the Recitals.

1.17 **“Property”** means the land, improvements, easements, rights and appurtenances, more particularly described in the Plat and in Exhibits “A” attached hereto, and subjected to the Original Declaration.

1.18 **“Recreational Facilities”** means the swimming pool, clubhouse, tennis courts and any other amenities.

1.19 **“Residence”** means any building on a Lot or Living Unit depicted on the Plat designed and intended for independent residential use (i.e., single family dwelling).

1.20 **“Rules”** means rules and regulations adopted by the Board pursuant to the Governing Documents.

1.21 **“Security Interest”** means an interest in any Lot in the Subdivision created by contract or conveyance, which secures payment or performance of an obligation.

1.22 **“Subdivision”** or **“The Harbors at Lake Chesterfield Subdivision”** means the Owners and Property that are subject to this Declaration.

1.23 **“Subcommunity”** means an area within The Harbors at Lake Chesterfield that was developed and subjected to an additional set of Subindentures, specifically Lakeside Villas Condominium Association

1.24 **“Subindenture”** means an additional set of restrictions pertaining to a Subcommunity within The Harbors at Lake Chesterfield Subdivision which is recorded with the St. Louis County Recorder of Deeds and imposes additional covenants and restrictions upon the designated parcels.

ARTICLE II: LOCATION, LOTS, BOUNDARIES, ALLOCATED INTERESTS

Each Lot and Living Unit has a right to use the Common Ground and a share of Common Expenses and votes in the Association. These shares are called the “Allocated Interests.”

2.1 **Location.** The Subdivision is located in St. Louis County, Missouri, the municipality of Wildwood, and consists of the Property.

2.2 **Number of Lots and Living Units.** There are 676 Residences in the Subdivision made up of Lots and Living Units. There are 614 Single Family Lots, 62 Multi-Family Living Units in the Community. The Lots and Living Units in the Subdivision are numbered and described more particularly on the Plat and as attached hereto in Exhibit B;

(a) 172 Single Family Lots in Phase 1 located on Centerpointe Drive, Crestmont Circle, Watercrest Court, Boathouse Drive, Windjammer Lane, Spinnaker Way;

(b) 158 Single Family Lots in Phase 2 located on Waterfront Way, St. Thomas Isle Lane, St. Thomas Isle Court, Grand Isle Court, Cancun Circle, Mission Bay Drive, Mission Bay Court, Marina Del Ray Lane, Venice Place Court;

(c) 166 Single Family Lots in Phase 3 located on Beacon Point Lane, Trade Winds Court, Barrier Reef Court, Coral Reef Court, Sea Breeze Court, Surfview Court;

(d) 33 Single Family Lots and 62 Multi-Family Living Units in Phase 4 located on Waterside Drive, Charter Way;

(e) 85 Single Family Lots in Phase 5 located on Cove Landing Drive, Cove Landing Court, Sailor Cove Court, Bayshore Cove Court;

2.3 Subindentures and Subcommunity. Certain areas of the Community were developed and subjected to additional covenants and restrictions. These areas are subject to separate declarations or indentures which are subordinate to this Declaration.

(a) **Membership.** Owners of any Lot or Living Unit within a Subcommunity shall be a member of the association created by the Subindenture and shall be afforded the rights and responsibilities as described therein.

(b) **Common Facilities.** A Subcommunity may contain its own common facilities or common ground that is separate from that described herein.

(c) **Assessments.** Lots and Living Units within a Subcommunity shall be subject to assessments as provided in its Subindenture. Assessments imposed shall be in addition to the assessments provided in Article Seven herein.

2.4 Property Taxation. Each Lot and Living Unit constitutes for all purposes a separate parcel of real estate, and shall be separately assessed and taxed. The Common Ground shall not be subject to separate assessment or taxation.

2.5 Subdividing, Converting and Relocating Lot Boundaries. After the effective date of this Declaration, the subdivision or consolidation of a Lot or Living Unit or boundary adjustment is prohibited without the consent of the Board. Any such modifications are subject to applicable provisions of law and the Ordinances, by an amendment to the Plat by the affected Owners, at their expense and with the Association's consent by the Board joining in the execution of such instrument. No such adjustment shall reduce the number of Lots or Living Units for purposes of membership, voting or assessments.

2.6 Allocated Interests. The rights of the Owners shall be exercisable and appurtenant to and in conjunction with their ownership of a Lot or Living Unit, based upon the following allocated interests:

(a) Each Owner shall have a nonexclusive easement and right to use the Common Ground, subject to the provisions of the Governing Documents.

(b) Common Expense Liability is each Lot and Living Unit's share of the Common Expenses which shall be allocated on the basis of equality, subject to Section 7.2 and 7.3.

(c) Votes in the Association for all purposes are allocated on an equal basis, i.e. the Owner of each Lot or Living Unit having one vote of equal weight. If a special assessment or supplemental assessment is necessary for a Common Expense benefitting only a Subcommunity, then any necessary vote shall be obtained from only those Lots or Living Units benefited.

2.7 **City of Wildwood, St. Louis County.** The Subdivision is subject to the Ordinances of St. Louis County and the City of Wildwood.

PART TWO: COMMUNITY GOVERNANCE

ARTICLE III: ASSOCIATION

The Subdivision's success as a residential community is dependent on the support and participation of the Owners. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While certain powers and responsibilities are vested in the Association's Board of Directors, significant decisions are reserved for the Association's membership -- the Owners.

3.1 Creation, Name. There shall be a homeowners' association, the name of which shall be "The Harbors at Lake Chesterfield Homeowners' Association" ("Association").

(a) **Successor in Interest.** The Association shall be deemed the legal successor in interest to the Directors named in the Original Declaration and their successors.

(b) **Nonprofit Corporation.** The Association is and should remain to be organized as a Missouri nonprofit corporation under the NCA unless a different form of organization is approved as may be provided in the By-Laws. In the event the Association is not organized as a nonprofit corporation, it nevertheless shall have full authority to exercise its rights and responsibilities under the Governing Documents.

3.2 Membership. Each Owner of a Lot or Living Unit is automatically a Member of the Association by virtue of such ownership. Membership at all times shall consist exclusively of all the Owners or, following condemnation under Section 17.4 or termination of the Subdivision under Section 17.5, of all former Owners entitled to distributions of proceeds, or their heirs, successors or assigns.

3.3 Member in Good Standing. A “Member in Good Standing” is a Member who is current in the payment of all assessments, fines and other charges imposed under the Governing Documents and has no outstanding violations or pending litigation with the Association. Any outstanding violations must be abated or an application for exception (when appropriate) may be submitted to the Board to gain board approval as per Article XI before the Owner can be a Member in Good Standing. An Owner must be a Member in Good Standing to be a candidate for election as Director, to serve as Director, to vote in any Association matter, or to use the recreational facilities.

3.4 Management. Operation of the Subdivision is vested in the Association.

3.5 Authority. No Owner, except an officer or director of the Board, shall have any authority to act for or on behalf of the Association, unless authorized in writing by the Board.

3.6 Board of Directors. There shall be a Board of Directors (“Board”) which shall act on behalf of the Association in all matters, except as expressly limited by Governing Documents, and shall be deemed to be the board of directors under the NCA. The number of Directors shall be set in the By-Laws but shall not be less than three.

The qualifications to serve as a director, their election and indemnification are provided for in the By-Laws.

3.7 By-Laws. The Association shall be administered under the By-Laws, which need not be recorded.

ARTICLE IV: ASSOCIATION POWERS AND DUTIES

The Association is the entity responsible for governance and administration of the Subdivision, for performance of certain maintenance responsibilities, enforcement of covenants and restrictions, and otherwise for implementation of the Governing Documents. The powers and duties of the Association, acting by and through the Board except for such matters reserved exclusively for the Owners, shall include those set forth in the Governing Documents and NCA, and as inferable therefrom. The Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it under law and the Governing Documents.

The Association shall have the following powers:

4.1 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association, and to levy and collect annual and special assessments from the Owners as provided in Articles VII and VIII.

4.2 Control of Common Property. To exercise such control over the easements, streets and roads, and sidewalks (except for those easements, streets and roads, and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, Common Property, park areas, lakes, cul-de-sac islands, medians, entrance markers, monuments, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the various recorded plats of the Properties, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Living Units and Recreational Facilities, and the right to establish traffic rules and regulations for the usage of driveways, streets, and parking lots in the Properties. Without limiting the generality of the foregoing, the Board and/or the Metropolitan St. Louis Sewer District, its successors and assigns, shall have the right to drain any lakes in the Properties as necessary and required to repair any sewer lines installed under such lakes.

4.3 Maintenance. The power to maintain, preserve, repair, replace, and improve the Common Property and improvements thereon and for the exclusive use and benefit of Owners and occupants of the Properties, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and occupants, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations, the terms and conditions of the Common Property, all for the benefit and use of the Owners and occupants and according to the discretion of the Board.

4.4 Dedication and Easements. The power to establish, grant and dedicate easements for public utilities and private service providers in addition to any shown on the Plat in, over and through the Common Ground, and to release same.

4.5 Contracting. The power to enter into contracts and make liabilities for the maintenance, management, operation, repair, replacement, improvement and servicing of the Common Ground and administration of the Association.

4.6 Rulemaking. The power to adopt and amend Rules to carry out the intent and purposes of the Governing Documents. Any Rules shall be subject to notice and opportunity to comment for the Owners prior to final adoption but shall not require a vote of the Owners. The Rules shall be reasonable and foster the maintenance and conservation of the

Subdivision, the health, comfort and welfare of the Owners, and preservation and enhancement of the Property, all in the best interests of the community as a whole. All Owners, their families, tenants, occupants, guests and invitees, and mortgagees, shall be subject to the Rules.

4.7 Standing. The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two or more Owners on matters affecting the Property, the Association, or the community as a whole.

4.8 Penalties. The power (a) to impose interest and charges for late payment of assessments and (b) after notice and opportunity to be heard, to levy reasonable fines and/or penalties for a violation of any provision of the Governing Documents. Notice and opportunity to be heard shall be conducted as described in the By-Laws and according to any rules and regulations adopted by the Board. Penalties shall be collectable in the same manner as assessments under Article VIII.

4.9 Neglected Lots and Residences. The power and right of access to a Lot or Living Unit, after notice and opportunity to cure or when appropriate to be heard (except in an emergency as may be determined by the Board), to correct neglected conditions or violations on any Lot or Living Unit (including but not limited to landscaping and removing trash and debris). The Owners and/or occupants thereof may be charged with the reasonable expenses so incurred, including reasonable attorney's fees, which shall be collectable in the same manner as assessments under Article VIII. The Association shall also have the power and right of access, as may be necessary to maintain, repair or replace any Common Ground accessible from any Lot or Living Unit, or to make repairs necessary to prevent damage to the Common Ground or to another Lot or Living Unit, or abate or remove any violation on the Common Ground. The Association and its agents and employees shall be entitled to entrance by exhibiting to the Owner or occupant a Board resolution, and shall not be deemed guilty or liable for any manner of trespass. If damage occurs on Common Ground or a Lot or Living Unit by the Association's acts, the Association would be liable for the prompt repair thereof.

4.10 Administrative Charges. The power to impose reasonable charges to a particular Lot or Living Unit for the preparation of resale certificates, information for transfer of ownership or occupancy, statements of unpaid assessments, any administrative fee or expense imposed by a management company including late notices, and such other matters as may be requested or required of the Association by an Owner, on behalf of an Owner or for the benefit of an Owner. In the event any professional services are required by the Association in connection with a request by an Owner, on behalf of an Owner or for the benefit of an Owner, the fees incurred for such services shall be paid by or assessed against the Lot or Living Unit of said Owner. The Board may also charge reasonable fees for and related to the use of the Recreational Facilities including but not limited to preparation and replacement of access passes or keys for the amenities.

4.11 Deposits. The power to require and collect a reasonable deposit in connection with the proposed construction of any structure in the Property (fences, building additions, detached buildings, outbuilding, swimming pool, tennis courts, or other) in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and Common Ground and that any and all damages to subdivision improvements shall be repaired.

4.12 Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to property insurance covering improvements on the Common Ground, comprehensive general liability insurance, directors' and officers' liability insurance, and fidelity insurance as set forth in the By-Laws, and such other coverage as deemed appropriate by the Board, and the power to provide for the indemnification of the Directors and officers of the Board, and the Members of the Association.

4.13 Borrowing. The power to borrow funds to carry out the Association's purposes, including to encumber Association assets and to assign its rights to future income (including the right to receive assessments), provided that the Owners ratify such borrowing in the same manner as ratification described under Section 7.3.

4.14 Trash and Recycling. The power to contract for community-wide trash, garbage and recycling services for the entire Subdivision.

4.15 Community Activities. The power to provide social, educational, wellness, environmental, and other community programs and activities.

4.16 Change Use of Common Ground. The power to change the use of any portion of the Common Ground, with an affirmative vote from at least a majority of the Owners, voting as provided in the By-Laws.

4.17 Conveyance and Acquisition of Common Property. The power to acquire, hold and convey Common Property or portions thereof, in accordance with and subject to the provisions of this Indenture, and to deal with any such Common Property as hereinafter set forth. Conveyance of Common Property shall require an affirmative vote from at least a majority of the Owners, voting as provided in the By-Laws.

4.18 Enforcement of Restrictions. The power to carry out and/or enforce the provisions of the Governing Documents including the power to impose and levy fines and any other relief and remedies as described herein or as otherwise authorized in law and/or equity including reasonable attorney's fees with or without litigation. Costs and fees associated with enforcement shall be collectable in the same manner as assessments pursuant to Article VIII.

4.19 Resale Certificate. The power to issue a resale certificate upon written request by an Owner, including, at minimum, a copy of the Governing Documents, current certificate of the Association's insurance, current annual budget, most recent annual financial statement, amount of any unpaid assessments or other charges against the Lot or Living Unit, a statement of any unresolved violation by the Owner, and a statement of any unsatisfied judgment against the Association, and a statement of the status of any pending litigation against the Association. The Owner would be responsible to pay the expense for the resale certificate and any professional or administrative fees associated with its preparation.

4.20 Merger and Consolidation; Cooperation. The power to cooperate and contract with the Board or Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area. The power for the Subdivision to be merged or consolidated with one or more subdivisions into a single subdivision by agreement approved by at least two-thirds (2/3) of the Owners, voting as provided in the By-Laws.

4.21 Improvement District. The power to make application to local government to establish a Community Improvement District, Neighborhood Improvement District, or such other special taxing district as may be appropriate for the Subdivision and the Association, with approval of the owners in accordance with Missouri law.

4.22 Interpretation. The power to interpret and construe the Governing Documents, and to implement and to carry out the purposes and intentions of the Governing Documents for the benefit of the community as a whole.

4.23 Limitations on Board. The Board shall not have any power to amend this Declaration or the By-Laws (except as provided in Section 13.3), or to terminate the Association or the Subdivision, or to elect Directors or determine the qualifications, powers and duties or terms of office of Directors (except to fill vacancies), or to take any other action expressly reserved to the Owners.

4.24 General. The power to exercise such other powers as may be provided under law, the Governing Documents, and the NCA, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for governing the Association in the best interests of the community as a whole.

PART THREE: PROPERTY RIGHTS AND RESPONSIBILITIES

ARTICLE V: MAINTENANCE RESPONSIBILITIES

Effective maintenance, repair and replacement of the improvements in the Subdivision are vital to preserving an attractive appearance and property values in the community. The provisions of this Article allocate the responsibilities for maintenance, repair and replacement to the Association and the individual Owners.

5.1 Association Responsibilities.

(a) Title to Common Ground. Any interest in the Common Ground held by the Association by virtue of the Original Declaration shall remain with the Association in fee simple upon the Effective Date of this Declaration.

(b) Control of the Common Ground. The Association shall exercise such control over the Common Ground (except for those easements, streets and roads, and sidewalks (if any) which are now or may hereafter be dedicated to public bodies or agencies) entrances, lights, gates, Common Property, park areas, lakes, cul-de-sac islands, medians, entrance markers, monuments, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the various recorded plats of the Property, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Living Units, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Properties. Without limiting the generality of the foregoing, the Board and/or the Metropolitan St. Louis Sewer District, its successors and assigns shall have the right to drain any lakes in the Properties as necessary and required to repair any sewer lines installed under such lakes.

(c) Maintenance of Common Ground. The Association shall maintain, repair and replace all the Common Ground and any improvements thereon, including off-street parking areas, as well as sanitary and storm sewers and drains, if any that are not dedicated to St. Louis County, the City of Wildwood, or other local government municipality. The Board shall exercise its business judgment as to the manner, schedule, costs and other matters to carry out this responsibility. The Board shall have no duty to replace trees on the Common Ground.

5.2 Owner Responsibilities. Each Owner at his own expense shall maintain, repair and replace the following as provided in this Section.

(a) Lot Easements, Utilities and Drainage Facilities. Easements for installation and maintenance of utilities and drainage facilities as may be depicted on the Plat. 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

(b) All Lots and Living Units. Each Owner shall maintain and keep his Lot or Living Unit in good order and repair. Any glass surfaces, garage doors, shutters, awnings, window boxes, driveways, doorways, doorsteps, sidewalks, walks, decks, air conditioning units, stoops, steps, mailboxes, utilities, utility meters, porches, balconies, patios, and all exterior doors and windows, siding, brick, fences and other fixtures designated to serve a Residence but located outside the Residence's boundaries are allocated exclusively to the respective Lot or Living Unit and are the respective Owner's responsibility to maintain, repair and replace.

(c) Single Family Lot. The Owner(s) of a Single Family Lot shall maintain, repair and replace at his own expense his respective Lot, Residence (including but not limited to repainting the exteriors as necessary) and improvements and landscaping on the Lot, including all utilities, lateral sewer lines and surface drainage servicing the Lot.

(d) Multi-Family Living Units and Villas. The Owners of Multi-Family Living Units and Villa Living Units shall be responsible for maintenance, repair and replacement as described in the Subindenture for the respective Subcommunity.

The Association shall establish community standards to guide compliance with this Section and in accordance with Section 4.6 ("Rulemaking").

5.3 Failure to Maintain. In the event an Owner fails to fulfill any responsibility set forth in this Article or causes damage to his Lot or Living Unit, or property of another Owner or the Common Ground, the Board may notify the Owner of the particular condition and prescribe an appropriate corrective measure and reasonable schedule for the corrective work. In the event the Owner fails to comply with said notice, the Board, after opportunity to be heard, may access the Lot or Living Unit as provided in Section 4.9 and take the corrective measures and assess all costs (including attorney's fees and/or other professional fees) against the defaulting Owner, which shall be collectable in the same manner as provided in Article VIII. Any actions taken by the Board, their agents or employees pursuant to this Section shall not subject them to liability for trespass.

ARTICLE VI: EASEMENTS

6.1 Easement Appurtenant. Perpetual easements for the use and enjoyment of the Common Ground are hereby established appurtenant to all Lots and Living Units for use by the Owners thereof, their families, guests and invitees.

6.2 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association for ingress and egress, to perform its obligations and duties as required by the Governing Documents.

6.3 Existing Easement. Easements as shown on the Plat are established and dedicated for streets and roads, electricity, gas, water and telephones and for all other public and private utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telecommunications wires and equipment and electrical conduits and wires on the Common Ground.

6.4 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, mortgagee, holder of a Security Interest, or other person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

6.5 Encroachment Easement. Should any portion of a Residence constructed by the Developer overhang or encroach on an adjacent Lot or Living Unit or on any Common Ground, the Owner of the overhanging or encroaching Residence shall have an easement on such adjacent Lot, Living Unit or Common Area, as the case may be, to permit the overhanging or encroaching portion of such Residence to remain in the same state and location as when such Residence was first occupied for residential use. Such easement shall be appurtenant to and shall pass with the title of the Lot or Living Unit on which said Residence was constructed.

PART FOUR: FINANCIAL MATTERS

ARTICLE VII: COMMON EXPENSE ASSESSMENTS, BUDGET

The objectives of this Article are to foster financial stability of the Association, establish a budget process to meet the reasonable and necessary expenses of the Association with oversight by the Owners, and to provide flexibility to meet unanticipated circumstances over time.

7.1 Covenant to Pay. Each Owner, regardless of the manner in which he acquired title to his Lot or Living Unit, including without limit, purchase at foreclosure or judicial sale, covenants to pay and shall be personally liable for all assessments and other charges coming due while he is Owner.

7.2 Common Expenses Attributable to Fewer than all Lots or Living Units. Notwithstanding the allocation of Common Expense Liability stated in Section 2.6:

(a) Any Common Expense, or portion thereof, which benefits fewer than all of the Lots or Living Units, may be assessed exclusively against the Lots or Living Units benefited, equally or on any basis deemed equitable by the Board under the circumstances.

(b) Any Common Expense for services provided by the Association to an individual Lot or Living Unit at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot or Living Unit which benefits from such service.

(c) Any increase in the Association's insurance premium attributable to a particular Lot or Living Unit by virtue of activities in or on the Lot or Living Unit shall be assessed against such Lot or Living Unit.

(d) Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any other Lot or Living Unit, or to the Common Ground, caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot or Living Unit.

(e) Fees, charges, expenses, costs of correcting or abating a violation or otherwise enforcing this Declaration, late charges, fines, collection costs, interest, charges imposed under this Declaration, court costs and other expenses of litigation, and reasonable attorney's fees and professional fees with or without litigation, charged against an Owner pursuant to the Governing Documents, are enforceable as an assessment under this Article and Article VIII.

7.3 Preparation and Adoption of Budget.

(a) Annual Assessments. The Board shall prepare a proposed annual budget, including an estimate of the income and Common Expenses of the Association and each Owner's assessment to provide for the Common Expenses for the forthcoming year and contribution to the reserve fund based upon a reserve study ("Master Budget").

The maximum annual assessment shall be \$702.00 per Lot. Assessments allocated to Living Units shall be Sixty-Six and Two-Thirds percent (66 2/3%) of that amount. The Board may increase such assessment for any assessment year by an amount not to exceed ten-percent of the previous year's assessment. Any proposed increase in excess of 10% of the prior year's

assessment requires a majority vote of the Members in Good Standing present at a meeting. Annual assessments shall not increase more than fifteen-percent (15%) in a five (5) year time period.

In no event shall the annual assessment or any supplemental, special or storm water assessment under this Article levied against a Living Unit exceed Sixty-Six and Two-Thirds percent ($66\frac{2}{3}\%$) of the same such assessment levied against a Lot.

The Board may choose to establish a Budget Committee to help them with the preparation of the Budget. Notice of each annual assessment shall be given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, by email, or by posting of a notice of the assessment upon the Lot or Living Unit against which it applies. In the event that a notice of assessment is not provided by the Board, the most recent assessment shall remain in effect until a subsequent assessment is imposed by the Board.

(b) Supplemental Assessments. If the Board determines that revenue is not sufficient to meet the Common Expenses, the Board may adopt a supplemental assessment ("Supplemental Assessment") or increase the annual Master Budget

(c) Special Assessments. If the Board seeks to maintain, repair or replace a capital improvement or proposes some capital expenditure, then the Board may impose a special assessment ("Special Assessment"). If the proposed Supplemental Assessment and/or Special Assessment combined exceeds 15% of the respective annual assessment for that year, it must be ratified pursuant to the Ratification Process.

(d) Storm Water Assessments. Five percent (5%) of the annual assessment upon each Lot and Living Unit shall be designated for the purpose of maintaining or repairing storm water storage; disposal or sewer facilities located within the Properties.

(e) Ratification Process. For any proposed assessment subject to the ratification process, the Board shall send notice to the Owners and set a date for a meeting of the Owners to consider ratification. Unless a majority of all Members in Good Standing reject their respective assessment, the assessment is ratified and deemed approved by the Owners. A quorum is not required. Notice of such ratification meeting shall be sent to the Owners not less than ten (10) and not more than thirty (30) day prior. This paragraph shall be referred to as "Ratification Process."

(f) Assessment for Ordinance Compliance. The Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules, and regulations of St. Louis County, the City of Wildwood or any government entity with jurisdiction over the Property, including but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

7.4 Certificate of Payment. The Association, within ten business days after receipt of written request by an Owner, shall furnish to him a statement setting out the amount of unpaid assessments and other charges against the Lot or Living Unit.

7.5 Payment Schedule. All assessments shall be due and payable annually. Notice of any Supplemental, Special or Storm Water Assessment shall be provided to the Owners in the same manner as Annual Assessments and shall be considered delinquent thirty (30) days after notice of the assessment is provided. The Board may in their discretion provide a periodic payment schedule but not more frequently than monthly.

7.6 Accounting. Within 90 days after the preceding year, the Board shall furnish to the Owners a statement of income and expenses of the preceding year. At the Board's discretion, any or all surplus funds remaining after payment of Common Expenses shall be provided for anticipated Common Expenses for the next year and for reserves.

7.7 Prorating. In the event of a transfer of title in ownership, by foreclosure or otherwise, the prorated portion of any assessment may be allocated to an Owner for the duration of his ownership in the Lot or Living Unit.

ARTICLE VIII: COLLECTION AUTHORITY

Assessments are the lifeblood of the Association, necessary to provide insurance, maintenance of Common Ground, utilities and other critical services to protect the Subdivision and to preserve property values. The provisions in this Article relate to payment by the Owners and authority of the Association to collect unpaid assessments, fines, fees and other charges.

8.1 Personal Liability of Owners. The Owner at the time an assessment is due shall be personally liable for the same, together with such charges as may be imposed under this Declaration. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume the obligation.

8.2 No Waiver of Liability. Liability for assessments shall be an independent and affirmative covenant and may not be avoided by waiver of the use of the Common Ground or services, or by abandonment of the Lot or Living Unit, or by reliance upon any claim against the Association, Board, another Owner or any third party.

8.3 Interest and Late Fees. Interest and late fees shall be applicable in such amounts as provided in the By-Laws or any Resolution of the Board with interest not exceeding eighteen percent (18%) per annum. Interest shall be calculated monthly.

8.4 Lien for Assessments.

(a) In addition to each Owner's personal liability under Section 7.1, the Association has an automatic lien against a Lot or Living Unit for any assessment or fine from the time the assessment or fine becomes due, including all fees and charges under Section 7.2.

(b) Prior to the Effective Date, a lien in favor of the Association shall have the same priority as under the Original Declaration. For any deeds of trust or liens executed after the Effective Date, a lien under this Section is prior to all other liens and encumbrances on a Lot or Living Unit (including deeds of trust) except for liens for real estate taxes and other governmental assessments or charges against the Lot or Living Unit. The Association lien is not subject to the provisions of Section 513.475 Mo. Rev. Stat. (homestead exemption).

(c) The Association's lien for unpaid assessments and other charges shall be deemed perfected upon the Effective Date of this Declaration or the date of delinquency, whichever is earliest in time. A notice of the Association's lien, in the Board's discretion, may be recorded in the office of Recorder of Deeds, St. Louis County. Any notice of lien recorded prior to this Declaration shall date back to the date of recording.

(d) If an Owner of a Lot or Living Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) The Association may also initiate suit to recover sums for which Section 8.4(a) creates a lien and take a deed in lieu of foreclosure without waiving any of its rights in law or equity.

(f) The Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Sections 443.290 to 443.440, Mo. Rev. Stat.

Should the Association assert a superior lien to a deed of trust or mortgage, the Association may only extinguish such deed of trust or mortgage through judicial proceeding.

(g) In the case of any foreclosure of the Association's lien, the Association may give notice of its action to each lien holder whose interest would be affected.

(h) The Association may provide any collection or delinquency notices to a Lot's or Living Unit's mortgage company/companies.

(i) The Association's lien under this section is not subject to the Homestead Exemption provisions of section 513.475 R.S.Mo.

8.5 Acceleration. In the event that a delinquency in excess of 60 days occurs in the payment of any assessment that is payable in installments, the full amount of such assessment may be accelerated and collected as provided in this Article.

8.6 Costs and Attorney's Fees. A judgment or decree in any action brought under this Article shall include all costs, attorney's fees (including costs and fees incurred in executing the judgment), and other charges in Section 7.2(e) for the prevailing party. The Association is authorized to collect reasonable attorney's fees and other costs of collection with or without litigation. Fees pursuant to the Section shall be collectible in the same manner as assessments.

8.7 Enforcement. A judgment or decree in any action brought under this Article shall be enforceable by execution of the judgment.

8.8 Exemptions. The Common Ground and any Lot or Living Unit exempt from taxes under the laws of the State of Missouri shall be exempt from the assessments, charges and liens created herein.

8.9 Priority of Mortgages. Nothing contained in this Article shall abridge or limit the rights or responsibilities of mortgagees as set forth in the Governing Documents.

PART FIVE: RESTRICTIONS ON USE; COMMUNITY STANDARDS, ARCHITECTURAL COVENANTS

ARTICLE IX: RESTRICTIONS ON USE OF PROPERTY

This Article contains certain restrictions on the Lots and Living Units in the Subdivision that are deemed reasonable for the preservation of an attractive residential neighborhood over time. These restrictions are applicable upon the Effective Date of this Declaration. Existing uses on the Effective Date shall not be deemed to be in violation of this Declaration, but violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. The use of Lots and Living Units shall also comply with all applicable Ordinances.

9.1 One Residence Per Lot. No more than one Residence shall be located on each Lot.

9.2 Residential Use. Each Lot and Residence thereon and each Living Unit shall be used solely for single family residential purposes, including unrelated persons living together as a single family unit.

9.3 Occupancy. The number of occupants shall comply with the occupancy limitations of applicable Ordinances and standards of the Fair Housing Amendments Act of 1988 and the Missouri Human Rights Act. An entity, or trust, shall designate in writing the person authorized to occupy the Residence upon request.

ARTICLE X: COMMUNITY STANDARDS

This Article contains community standards that are deemed reasonable for conduct in the Subdivision to preserve an attractive residential neighborhood over time. These standards are applicable upon the Effective Date of this Declaration. Existing conduct on the Effective Date shall not be deemed to be in violation of this Declaration, but violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. Conduct of Owners shall also comply with all applicable Ordinances.

10.1 Pets. No animals, reptiles, birds, rabbits, horses, cattle, livestock, bees, fowl or poultry of any kind shall be raised, bred or kept on any Lot or Living Unit; provided, however, dogs, cats, other domesticated household pets or some combination of the same may be kept, provided such animals are not kept, bred or maintained for any commercial purposes. The Board may adopt rules and regulations establishing limits on the number of pets. No primates, reptiles or pets with vicious tendencies are permitted. Each Owner shall further comply with all ordinances and subdivision regulations of the City of Wildwood and St. Louis County, Missouri, relating to the number, supervision, control, responsibility and maintenance of animals in residential areas. Owners with pets shall be responsible for their pets and shall be courteous to other residents to ensure pets do not disturb other residents' use and enjoyment within the Subdivision. Owner shall be responsible for any damage to the Common Ground caused by his pet. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Board in their sole judgment) or annoyance to the neighborhood is prohibited. No animal that exhibits vicious propensities shall be permitted. All pets shall be leashed while outside of the Residence.

(a) Dogs and Cats. When outside of the Residence, the dog or cat shall be secured by leash in-hand or in a fenced yard. Electronic collars and fences are acceptable. The Owner shall timely and properly dispose of any pet waste. Certain breeds as may be prohibited by Ordinance shall be prohibited within the Subdivision. No "runs" or other outside structures may be erected or installed.

(b) Fish, Rodents, Birds, Rabbits and Reptiles. An Owner may keep fish,

small rodents, birds, rabbits and reptiles in appropriate enclosures within the Unit.

(c) Other Animals. An Owner may only keep animals as permitted herein and by Ordinance.

(d) Limitation of Liability. The Association shall not be liable for injury or damage to persons or personal property caused by or sustained by a pet, service animal, or any other animal.

10.2 Signs and Flags. Signs and flags that Owners may display under this Section shall be subject to such Rules as the Board may adopt regulating size, location, duration and related matters, but no sign may be larger than two feet by four feet (2'x4'), unless otherwise required by law. Under no circumstances are hostile, vulgar or otherwise offensive signs or flags permitted. Living Units may be subject to more restrictive conditions pursuant to a Subindenture.

Signs shall be permitted as follows:

(a) Open House. One (1) sign advertising an "open house" located adjacent to the front entrance of the Subdivision, not more than four hours before the open house and removed not more than two hours after the open house.

(b) For Sale Signs. One (1) sign not larger than two feet by four feet advertising that the Lot is "for sale".

(c) Public Notice. Notices required by the Ordinances or any court or governmental body or agency may be posted on a Lot, Residence or Common Ground; and

(d) Association Signs. The Board may place appropriate signs on the Common Grounds as it sees fit.

(e) Political Signs. Political signs are permitted when consistent with the policy adopted by the Board via resolution and otherwise consistent with the statutes of Missouri and any local Ordinance. Political sign is defined as "any fixed, ground-mounted display in support of or in opposition to a person seeking elected office or a ballot measure excluding any materials that may be attached" (Section 442.404 R.S.Mo. or as amended). The Board is authorized to adopt reasonable rules regarding the time, size, place, number, and manner of display of political signs. The Board may remove political signs without liability if such sign is placed within the common ground, threatens the public health or safety, violates an applicable statute or ordinance, is accompanied by sound or music, or if any other materials are attached to the political sign. Subject to the foregoing, the Board shall not remove a political sign from the property of an owner or impose any fine or penalty unless it has given such owner three days after providing written notice to the homeowner, which

notice shall specifically identify the rule and nature of the violation.

(f) Alarm Signs. One (1) sign not larger than one square foot notifying people of the presence of an alarm or home security system located in the Residence located on the Lot.

(g) American Flags. American flags may be displayed using a support bracket attached to and projecting from the Residence.

(h) Other Signs or Flags. A sign or flag (whether or not contemplated within this Section) may be permitted if written prior approval of the Board is obtained. The Board is authorized to establish rules and regulations pertaining to other signs that are not specifically contemplated in this Section.

The Board is authorized to enter upon a Lot to remove any sign that is not permitted and shall not constitute a trespass or conversion.

10.3 Vehicles and Parking. Vehicles within the Subdivision are subject to the following limitations:

(a) Impermissible Visible Vehicles. An Owner shall not park or store any derelict, abandoned or unlicensed vehicle, or any vehicle over one (1) ton, a camper, house trailer, mobile home, recreational vehicles, trailer, boat or boat trailer, or commercial vehicle within the Subdivision unless it is parked or stored within an enclosed garage. The term “commercial vehicle” shall be as defined by the City of Wildwood, and/or as any vehicle that has commercial tools, equipment, or materials in the bed of or attached to such vehicle visible to the public, and as defined in any rules and regulations adopted by the Board.

(b) Maintenance and Repairs. Except for washing and emergency repairs, no other maintenance or repairs shall be conducted within the Subdivision unless done so in an enclosed garage.

(c) Vehicle Sightlines. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such manner as to obstruct sight lines for vehicular traffic, including but not limited to cul-de-sac areas.

(d) Prohibited Motorized Vehicles. The Association prohibits any vehicles prohibited by City or County ordinances.

(e) Dumpsters and Storage Containers. No Owner shall park or keep a dumpster or Portable Storage Unit (such as a PODS®) on his Lot or the street or outside of his Living Unit without prior written consent of the Board.

(f) Rulemaking. The Board may adopt reasonable rules and regulations regulating parking with the Subdivision including but not limited to: limiting parking in certain areas of the Common Ground or on one side of a street.

(g) Remedies. Any violation of this Section may be enforced, after notice and opportunity to be heard (except for emergencies), by levying a reasonable fine and/or towing of the offending vehicle or other object, at the expense of the Owner and/or other violating person. Said remedies shall be supplemental to any relief and remedies otherwise provided in the Governing Documents, the Ordinances and laws of the State of Missouri.

10.4 Commercial Activities. An Owner or occupant of a Residence may maintain a home occupation in the Residence, but only if it is incidental to residential use (such as home office and telecommuting) and does not involve interference with parking, physical alteration of the Residence, observable business activity such as signs or advertising displays, an unreasonable number of deliveries or of pedestrian or vehicular traffic, or create a nuisance or in any way impair the rights of any Owner. Such home office use shall be in strict compliance with the Ordinances. No Residence or any portion of the Common Ground may be used for any commercial or business purpose except as provided in this Section.

10.5 Obstructions. No Owner may place obstructions on the Common Ground or alter the Common Ground (by way of storage, construction, planting or otherwise) without prior written consent of the Board. No clotheslines are permitted anywhere on the Property. Clothes, laundry, and all other materials and articles shall be kept in the Residence and may not be placed or exposed in any portion of the Common Ground except as approved by the Board.

10.6 Nuisances. Each Owner shall conduct himself and activities in any Lot, Living Unit or in the Common Ground without creating any noxious or offensive conditions, nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. No Owner shall permit anything to be done or kept in his Lot or Living Unit which will increase the insurance rates for the Association, or which will interfere with the rights of other Owners or disturb them by unreasonable noises, odors, light or otherwise, or permit any nuisance or illegal act on his Lot or Living Unit or upon the Common Ground. The term "unreasonable noise" includes, by way of example, excessive sounds at unreasonable times from pets, television, radios, sound reproduction equipment, musical instruments, and shouting. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel. The term nuisance shall include any definition adopted by the City of Wildwood.

10.7 Satellite Dishes, Antennas. Subject to prior written consent of the Board with respect to aesthetic and safety considerations pursuant to Article XI, the following provisions apply to placement of satellite dishes and antennas:

(a) Reception Devices. An Owner may install on his Lot or Living Unit one

reception Devices as specifically authorized by Federal Law and subject to the Rules and Regulations adopted by the Board.

The Board may adopt Rules permitting installation of a Permitted Device at certain preferred locations on Lots or Living Units, and regulate installation methods, penetrations, routing of wiring, masts, and related matters. The Owner must submit his Alteration request to the Board or an Architectural Review Committee as per Article XI and obtain the Board's prior written consent before any installation of a Permitted Device. The Owner is also responsible to remove old devices when they are no longer in use.

Further, any such Permitted Device shall be placed in the least conspicuous location on the Lot or Living Unit at which an acceptable quality signal can be received and is not visible from the street, or neighboring Residence(s) or is reasonably screened from the view of the street or adjacent Residence(s), unless such screening unreasonably increases the cost or interferes with the use of such Permitted Device.

(b) Transmission Devices. No Owner may install any satellite dish, antenna or similar device for the *transmission* of television, radio, satellite or other signals of any kind, without prior written consent of the Board. The Association shall have the right, without obligation, to erect or install and maintain any transmission Device or Permitted Device for the benefit of the Owners or a group of Owners.

10.8 Additional Structures. No vehicle or structure other than the Residence including, without limitation, camper, recreation vehicle, mobile home, truck, trailer, tent, shack, detached garage, or barn shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the written consent of the Board. Sheds, storage units, clubhouses and any other outbuilding are not permitted until and unless rules are adopted by the Board permitting and regulating such structures. At that time, any such structures are subject to the Rules and Regulations promulgated by the Board. The Owner must submit his request for any such structure to the Board or an Architectural Review Committee as per Article XI and obtain the Board's prior written consent before installation of any such structure.

All basketball nets must adhere to the City of Wildwood ordinances and obtain Board approval prior to installation. Trampolines and play sets are allowed in the rear of all Lots.

10.9 No Unlawful Use. No portion of the Subdivision, Lots or Living Units shall be used for any purpose prohibited by law or Ordinance.

10.10 Hazardous Materials. Excluding customary household materials, no flammable, toxic or other hazardous materials may be kept or stored within the Subdivision. No above ground gas or propane storage tanks larger than twenty pounds (20 lbs.) shall be

permitted upon or in any Lot, Living Unit or portion of the Property. All charcoal grills must be on a fireproof mat if on a wooden deck. No grill, fire pit or smoker can be stored in front of any Residence.

10.11 Abusive Behavior. All Owners, occupants, tenants and guests shall treat each other in a respectful manner so as to not use profanity, be abusive, harassing, hostile, intimidating or act in an aggressive manner directed at other Owners or occupants, guests, invitees or Directors, or directed at management or its agents or employees, or contractors or vendors. This provision extends to and includes any signs, flags or other displays or messages that may not typically be considered "behavior".

10.12 Trash. Trash, rubbish recycling, yard waste or garbage receptacle shall be kept in a location not visible from the street. Placement of any receptacle stored outside must be approved by the Architectural Review Committee. All such receptacles shall be fitted with a lid sufficient to prevent the rubbish from being disturbed. Trash, yard waste and recycling shall be stored in accordance with the requirements of the hauler subject to the rules and regulations established by the Board.

10.13 Fences. No fences or screen of any kind shall be erected or maintained on any Lot or Residence without the prior written consent of the Board, as per Article XI (Architectural Review) and the architectural guidelines as established via resolution by the Board. Any Owner seeking to install a fence shall submit an Alteration application pursuant to Article XI and the rules and regulations established via Board resolution, setting forth the proposed location, material and height, among other things. The Board shall consider the location, material and height of any proposed fence application, and the Board's decision shall be final. No fences or screening of any kind shall be permitted between the rear of any building erected on the Lot and the street upon which such Lot fronts. Nothing contained herein shall prevent placement or removal of fences by the Association on the Common Ground.

10.14 Swimming Pools. No above-ground swimming pools shall be allowed, constructed or placed upon any Lot or Residence in any portion of the Property, and no inground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property without the prior written consent of the Board as per Article XI (Architectural Review) and the architectural guidelines as established via resolution by the Board.

10.15 Solar Panels. No Lot or Living Unit may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Board approval pursuant to Article XI hereof. Such devices are subject to any ordinances of the City of Wildwood or other government entities and subject to any rules and regulations adopted by the Board.

10.16 Driveways. Owners must keep driveways in good repair. The Association may require the driveway to be repaired or replaced if the Owner of the Residence has not kept the driveway in good condition. Further, if the Owner fails to repair or replace the driveway, the Association may do so at the Owner's expense. Changes to the size, shape, color or material of driveways and sidewalks require prior written consent of the Board, as per Article XI (Architectural Review) and the architectural guidelines as established via resolution by the Board.

10.17 Outdoor Sculptures or Objects. No outdoor sculptures or outdoor art objects shall be installed or located on any Lot or Living Unit in front of the Residence on such Lot or Living Unit, unless an Alteration request was first submitted to the Architectural Review Committee or the Board and approved in writing by the Board. These sculptures or objects are not to exceed thirty-six inches (36") tall and twenty-four inches (24") wide.

10.18 Water and Sewer. No Owner or occupant of any Lot or Living Unit in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot or Living Unit after Board approval pursuant to Article XI.

10.19 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Properties. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Properties.

10.20 Street Structures. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of St. Louis County, the St. Louis County Department of Highways and Traffic, the City of Wildwood and/or any other government entity with jurisdiction and written authorization of the Board pursuant to Article XI.

10.21 Unmanned Aircraft Systems. Use of Unmanned Aircraft Systems ("UAS") are subject to reasonable rules and regulations that may be adopted by the Board, including designating certain areas within the Community for deliveries.

10.22 Technological Advances. The Board may adopt reasonable rules and regulations regarding technology pursuant to the Board's sole discretion as technology continues to evolve. This includes but is not limited to the installation and use of security cameras outside of a Residence.

10.23 Yard Sale. An Owner must obtain the prior written approval of the Board prior to holding or advertising a yard sale, garage sale, estate sale, or other merchant event.

Sales are subject to any ordinances of the City of Wildwood or other government entities and subject to any rules and regulations adopted by the Board.

ARTICLE XI: ARCHITECTURAL REVIEW AND COVENANTS

This Article contains the procedure for review and approval of exterior alterations of the Lots and Residences. The purpose of this review is to maintain the quality and aesthetics of exterior architectural design for the best interests of the community as a whole. This Article shall apply to all applications submitted for approval after the Effective Date of this Declaration; however, violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. Each Owner is also responsible for compliance with applicable Ordinances.

11.1 Architectural Review Procedures.

(a) Prior Approval for Alterations. No Owner shall commence any Alteration to the exterior of an existing Residence or Lot or Living Unit without the prior written consent of the Board in accordance with this Article. The Board shall appoint an Architectural Review Committee ("ARC"), comprised of not more than five disinterested Owners, to assist the Board in carrying out the functions of this Article. In the absence of an appointed committee, the Board shall serve as the Architectural Review Committee.

(1) "Alteration" means any addition to, or removal, modification, or change affecting an existing Residence and/or its Lot or Living Unit, including by way of example only: (i) the exterior of a Residence, garage, patio or deck; (ii) swimming pool, basketball net, trampoline, play set, fence, wall, retaining wall, solar panels, or grading of the Lot, (iii) the color or materials of existing exterior building surfaces visible from the street such as the roof, masonry, siding, garage, and front porch, and (iv) removal of any existing tree with a trunk of three inches (3") or more in diameter measured one foot (1') from the base.

(2) No Owner shall change the appearance of the improvements within or upon the Common Ground, as only the Board has such authority.

(3) All additions, alterations and improvements to the Lots, Living Units and Common Ground shall not, except pursuant to the Board's prior written approval, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots or Living Units other than those affected by such change.

(4) All workmanship must be equivalent to the industry-accepted standards and accepted by the Board upon completion.

(b) Application. An Owner shall submit a written application, including a

copy of plans and specifications for each director or member of the ARC, if established, or to the Board for approval of any Alteration, unless the Board directs the Owner to submit said plans and specifications to the Association's managing agent for distribution to the Board and/or ARC. A copy of all information submitted for local government approval shall be included with the application. Payment of such application fee as the Board may adopt under Section 11.4 shall be included.

(c) Response. The Board shall provide a written response to the Owner within sixty (60) days after receipt of a complete application. Failure to provide written response within such time shall constitute consent by the Board to the application, unless the time limitation is reasonably extended by the Board for good cause. However, if the request is (i) not compliant with the Governing Documents, (ii) submitted with an incomplete application or (iii) submitted after the modification or Alteration, then said request is not automatically approved after sixty (60) days. The Board may approve or reject an application, or approve with conditions such as: (1) deposits and fees described in Section 11.4, (2) proof of appropriate insurance coverage by the Owner and/or contractor protecting the Association and Subdivision, (3) proof that applicable local governmental permits have been obtained, (4) measures to protect adjacent Lots, Living Units and Residences, Common Ground, and the streets, (5) a reasonable schedule for commencement and completion, and (6) the workmanship must be equivalent to the industry-accepted standards and is subject to the Board's acceptance upon completion. Any rejection of an application shall state the basis.

11.2 Architectural Review Objectives. This Section 11.2 is intended to provide guidance to Owners, contractors, engineers, architects and others providing services on behalf of the Owners, regarding matters of particular concern to the Association in considering applications.

(a) In reviewing applications, the Board shall take into account the architectural review criteria and standards of this Article. The Board shall consider potential impacts on surrounding Lots and Living Units and provide an opportunity for the Owners of such Lots and Living Units to review and comment on the plans and specifications when appropriate. Decisions may be made based on purely aesthetic considerations. The Board shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be upheld so long as made in good faith and in accordance with the procedures contained herein.

(b) It is integral to the architecture review function that the persons reviewing applications will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the architecture review standards and conditions contained in this Article, may vary accordingly. It may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Board may refuse to approve similar

proposals in the future. Approval of applications, or any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, specifications, or other matters subsequently or additionally submitted for approval.

(c) The Board may grant variances from compliance with any of the standards and conditions in this Article when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing or preclude the Board from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(d) The provisions of this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the community; they do not create any duty to any person. Review and approval of any application pursuant to these provisions may be made on the basis of aesthetic considerations only. The Association or Board shall not have any responsibility but reserves the right to refuse based upon: ensuring the structural integrity or soundness of approved Alterations, ensuring compliance with building codes and other governmental requirements, ensuring that all improvements (i.e., a fence or swimming pool) upon the Lots are of comparable quality, value or size, or of similar design (to other fences or swimming pools in the Subdivision), or aesthetically pleasing or otherwise acceptable to Owners of neighboring properties.

(e) The Association has no responsibility for soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, any loss or damage (including but not limited to consequential damages and attorney's fees) arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved Alteration; for the Owner making the Alteration or modification assumes the risk. In all matters, the Directors shall be defended and indemnified by the Association to the extent available under Section 4.6 and 6.5 of the By-Laws.

(f) Any Owner may request that the Board issue a certificate of compliance for his completed Alteration, certifying that there are no known violations of this Article. The Board shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable fee for issuing such certificate. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

(g) The Board may adopt and amend Rules at any time to implement the provisions of this Article under Section 4.6. Such Rules and amendments shall be prospective

only and shall not apply to require modifications to or removal of structures previously approved once the approved Alteration has commenced. However, when the approved Alteration needs to be repaired or replaced, said replacement of the Alteration must be brought into compliance and/or comply with the current Rules. There shall be no limitation on the scope of amendments to such Rules, and amendments may remove requirements previously imposed or make the Rules more or less restrictive.

11.3 Criteria. The Board shall consider the following general criteria when reviewing an application: harmony of exterior design and appearance with existing Residences, including architectural design, scale, mass, color, location, topography, grade, drainage, color and quality of construction, and quality of exterior materials and detail.

11.4 Application Fee, Security Deposit, Performance Bond. The Board may require that an Owner submitting an application provide any or all of the following in connection with applications, review, and conditions on approval:

(a) Application Fee. A reasonable application fee payable with the application, which shall be nonrefundable.

(b) Professional Review. A reasonable deposit for fees incurred for independent architects, engineers or attorneys engaged to review the plans and specifications if necessary (i.e., an alteration significantly altering the Residence or grading on a Lot).

(c) Security Deposit. A security deposit to secure removal of all debris from the site and from adjacent Lots, the streets and Common Ground, and that any damaged areas of the Lot, adjacent Lots, the streets or Common Ground shall be repaired and restored to their prior condition. Any unused portion of the security deposit shall be refunded upon satisfactory completion of all work and all restoration and cleanup.

(d) Performance Bond. A bond to secure completion of all work significantly altering a Residence or the grading on a Lot.

(e) Waiver. When appropriate, the Board may require a waiver or release from the Owner, holding the Association and its agents harmless; and said release shall provide the assumption of risk by the Owner.

(f) Final Inspection. When appropriate and applicable, the Board may require evidence of a final inspection or approval by a professional or city inspector.

11.5 Damage. Notwithstanding payment of a security deposit or performance bond under Section 11.4, any Owner who causes damage to another Lot or Residence, or to the Common Ground, shall be responsible to the full extent of such damage, and shall restore

any such damaged area to its prior condition, and shall keep the streets clean and free of debris during any construction activities to an approved Alteration. In the event an Owner fails to comply with this provision, the Board may, after notice and opportunity to be heard, make such repairs and assess the Owner in which case the Association shall have the authority to recover such costs in the same manner as assessments, together with the Association's costs and attorney's fees. Nothing herein shall limit the right of any Owner whose property is damaged by another Owner or his agents or employees available under Article XII.

PART SIX: GENERAL PROVISIONS

ARTICLE XII: RELIEF AND REMEDIES

The authority and procedures for enforcement of the provisions of the Governing Documents, and the corresponding rights of the Owners, are provided in this Article.

12.1 Relief, Attorney's Fees. If any Person subject to the Governing Documents fails to comply with any provision thereof, the Association or any Person or class of Persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any such provision. All remedies set forth in this Declaration shall be cumulative of any remedies available at law or in equity. The Association, if it prevails, shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in enforcing the Governing Documents, regardless of whether the Association prosecuted or defended a claim, and whether or not the matter is finally adjudicated or litigation is commenced. By way of example and not of limitation, the Association's remedies include the following:

(a) Abate a violation of a restriction, after notice and opportunity to be heard, or take other self-help action at the Owner's expense; such action shall not constitute a trespass;

(b) Require Owner to remediate or abate a violation of a restriction, after notice and opportunity to be heard;

(c) Levy fines for a violation of a restriction, after notice and opportunity to be heard, and to collect any unpaid fines in the same manner as delinquent assessments;

(d) Tow or cause to be towed any vehicle, boat, trailer or other object that is not permitted in the Subdivision or is parked in an unauthorized location or manner, at the Owner's cost; such action shall not constitute a trespass or conversion or any other tort;

(e) Record a notice of violation, including a notice of lien for unpaid fines, against the Lot or Living Unit of any Owner in violation of a restriction; and

(f) Suspend the Owner's right to vote and right to use any Recreational Facilities until the violation is abated. Further, no Owner may be a candidate for election as Director, or serve as Director, or vote in any Association matter, or use the Recreational Facilities, if he or she is not a Member in Good Standing as per Section 3.3.

12.2 Board Discretion in Enforcement. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(a) the Association's position lacks sufficient strength to justify taking any action or further action; or

(b) the covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) it is not in the best interests of the Association, or the community as a whole, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

Violation of any city, county, state or federal laws, codes or ordinances, shall be deemed a violation of this Declaration.

12.3 Alternative Dispute Resolution. The Association and its officers, Directors, and committee members, all Persons subject to this Declaration, and any party not otherwise subject to this Declaration but who agrees to submit to this Section (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees to hold good faith discussions for the purpose of submitting a dispute to mediation, advisory arbitration, or binding arbitration

before initiating a judicial proceeding. However, this provision does not apply to the Association when pursuing assessments, i.e., collection actions.

ARTICLE XIII: AMENDMENT OF DECLARATION AND BY-LAWS

13.1 Declaration: General. Except as may otherwise be expressly provided in this Declaration, this Declaration, including the Plat, may be amended at any time by vote or agreement of the majority of all Members in Good Standing. Whether a Member is in Good Standing shall be determined on the date as stated in the Notice sent to the Owners of a proposed amendment. A copy of any proposed amendment shall be furnished to the Owners with the notice of the vote. An amendment may change or eliminate any restriction in the Declaration or add new and/or more burdensome restrictions. No such amendment shall reduce or modify the obligations of the Association with respect to maintenance or the power to levy assessments therefore, or to eliminate the requirement that there be an Association and Board unless adequate substitution is made in a manner approved by the Director of Planning, St. Louis County, or other applicable government entity or a court of competent jurisdiction.

(a) Limitation of Challenges. No challenge to the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

(b) Recordation of Amendments. Each amendment shall be recorded in St. Louis County and effective upon recording unless otherwise expressly stated therein.

(c) Execution of Amendments. Each amendment shall be executed, certified and recorded on behalf of the Association by officers designated in the By-Laws for that purpose or, in the absence of designation, executed by the President and certified by the Secretary.

13.2 By-Laws. The By-Laws may be amended at any time by an affirmative vote of the majority of the Members in Good Standing present at a meeting duly held with quorum present. A copy of any proposed amendment shall be furnished to the Owners with the notice of the vote. An amendment to the By-Laws shall become effective upon recordation (if recorded), or upon execution (if not recorded), or, in either case, upon a later date if so specified therein. Any challenge to an amendment must be made within six months after the effective date; otherwise, the amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

13.3 Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration and the By-Laws, without further approval, to correct technical or clerical errors or to bring the Association and Governing Documents into compliance with conditions imposed by agencies providing government-insured or guaranteed loans.

ARTICLE XIV: MORTGAGEE PROVISIONS

The provisions of this Article are for the benefit of holders, insurers and guarantors of first Security Interests on Lots and Living Units in the Subdivision, and shall apply to the Governing Documents. The term "Eligible Mortgagee" means any institutional holder, insurer, or guarantor of a first Security Interest in a Lot or Living Unit which provides a written request to the Association, stating the name and address of such holder, insurer or guarantor and the identifying number of the Lot to which its Security Interest relates.

14.1 Right to Grant Security Interest. Each Owner shall have the right to grant one or more Security Interests against his Lot or Living Unit.

14.2 Notice of Actions. The Association shall give timely written notice to each Eligible Mortgagee of:

(a) Any delinquency in the payment of assessments or charges owed by an Owner whose Lot or Living Unit is subject to a Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or Living Unit, of the Owner or occupant, which is not cured within 60 days;

(b) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(c) Such other notices as permitted or required by the Governing Documents.

14.3 No Priority for Certain Proceeds. No provision of the Governing Documents gives or shall be construed to give any Owner or other party priority over any rights of a holder, insurer or guarantor of a first Security Interest of any Lot or Living Unit in the case of distribution of insurance proceeds or condemnation awards for losses or a taking of the Common Ground.

14.4 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder, insurer or guarantor of any Security Interest encumbering such Owner's Lot.

14.5 Right to Cure Default. If any Owner fails to pay any amount required under the provisions of any Security Interest, real property taxes, or any other lienholder against such Owner's interest, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have all rights to recover same, collectible as assessments as provided in Article VIII. The Owners authorize the lender or holder of a first Security Interest against any Lot or Living Unit to discuss the loan and/or balance due in the case of default; likewise, the Owners authorize the Association to discuss the balance due and/or provide payoffs to lenders.

ARTICLE XV: LEASING

The Association deems it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots and Living Units are occupied predominantly by the Owners but also to permit leasing. Accordingly, the purpose of this Article is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by establishing a limit on the number of Lots and Living Units that may be leased after the Effective Date.

15.1 Owner-Occupancy. The following provisions to promote Owner-occupancy of Lots and Living Units shall apply upon the recording of this provision (the "Effective Date"):

(a) The number of leased Lots and Living Units at any time may not exceed ten percent (10%) or 62 Lots or Living Units in the Subdivision after the Effective Date, unless a waiver is granted under subsection (d) below. Any Owner who acquired title before the Effective Date is exempt from said limitation and may lease his Lot or Living Unit so long as the lease complies with Section 15.2.

(1) The term "Lease" means any agreement for the exclusive possession of the Lot or Living Unit that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Lot or Living Unit. No payment of rent is required to meet this definition.

(2) For the purposes of this Section, a Lot or Living Unit shall be deemed Owner-occupied if the Lot or Living Unit is occupied (i) by a record Owner or "Direct Family Member" (defined as spouse, child, grandchild, sibling, parent or grandparent) of the record Owner, or (ii) if the record Owner is a trust and the Lot or Living Unit is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust, or the Lot or Living Unit is occupied by a Direct Family Member of the grantor of the trust, or (iii) by an authorized agent if the record Owner is a corporation.

(3) Pursuant to all other provisions of this Section 15.1, an Owner shall have the right to lease the Lot or Living Unit to a non-relative only after the Owner or the Owner's Direct Family Member (spouse, child, grandchild, sibling, parent or grandparent as defined in the prior subsection) has been an occupant of the Lot for a minimum of twelve (12) consecutive months from the date of acquisition of title to the Lot or Living Unit and/or immediately prior to leasing. This subsection is also subject to all other restrictions on leased Lots or Living Units contained in this Article.

(b) Any contract for the sale of a Lot or Living Unit entered into before the Effective Date shall be exempt from this Section 15.1.

(c) No Owner may own more than two (2) Lots or Living Units at the same time.

(d) Upon written request by an Owner, the Board may waive any provision of this Section 15.1 for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, or economic or market conditions. The waiver must be in writing and signed by the Owner and the Board. If a waiver is granted, the Owner may lease the Lot or Living Unit for the term granted and in accordance with Section 15.2.

(e) The leasing limitations of this Section 15.1 shall be deemed a reasonable restraint on alienation and not a change in the use of Lots or Living Units, which shall continue to be used for single-family residential purposes as per Section 9.2 of the Declaration.

15.2 Regulation of Leases. Any lease permitted under Section 15.1 and executed or renewed on or after the Effective Date shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section 15.2.

(a) The Lease shall include an executed copy of such addendum as may be prepared by the Board containing the regulations in this Section 15.2 ("Addendum").

(b) The Lease, Owner and tenant are subject to the provisions of the Governing Documents.

(c) The Owner is responsible for any violation by the tenant of the Governing Documents, and the Association is authorized to enforce any such violation except for nonpayment of rent. The Association may deem such violation a default of the Lease and shall have all remedies provided in Section 15.5 below.

(d) The Lease shall have an initial term of twelve (12) months. No Lot or

Living Unit shall be leased, sublet or assigned (i) on a nightly or monthly basis, (ii) for transient purposes (30 days or less), including no home exchange or swap, no time-sharing, and no Airbnb®, VRBO® or their functional equivalent, or (iii) for hotel purposes (such as cleaning or room service).

(e) Not less than the entire Lot or Living Unit shall be leased.

(f) Any sublease, renewal, extension, or assignment of a Lease shall be in writing.

(g) The Owner shall furnish to the Board, at least five (5) days before the commencement date, a copy of the Lease and Addendum signed by the Owner and tenant, and the names and contact information of the tenant and all occupants. The Board may review the Lease for compliance with this Article and the Governing Documents.

(h) The Owner certifies that he/she provided a copy of the Governing Documents to tenant and afforded tenant a period of five (5) days to rescind the Lease after receipt thereof, and the tenant(s) certifies that he/she received a copy of the Governing Documents.

(i) The Owner assigns to tenant all rights and privileges related to occupancy of the Lot or Living Unit, including use of parking space(s) assigned to the Lot or Living Unit and Recreational Facilities. The Owner retains the rights of ownership and the duty to pay assessments, fines and other charges by the Association, and the duty to maintain the Lot or Living Unit and carry insurance to protect his or her own interests.

15.3 No Short Term Rentals. No Lot or Living Unit may be leased (a) for transient purposes (30 days or less), including no home exchange or swap, no conveying a Lot or Living Unit under a time-sharing plan, and no Airbnb®, VRBO® or their functional equivalent, or (b) for hotel purposes (such as cleaning or room service), including bed and breakfasts.

15.4 Rulemaking. The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Article.

15.5 Remedies. If the Owner or tenant violates any provision of the Governing Documents, the Association, in addition to its other remedies, shall be entitled to any appropriate relief and remedies under Missouri law against the Owner including but not limited to (i) the right to collect rent from the tenant directly if the owner is delinquent in assessments, and/or (ii) termination of the lease and eviction of the tenant by judicial proceeding, after notice to the Owner and opportunity to be heard and/or to cure, at the Owner's cost, including collection of unpaid fines, fees and administrative charges, and recovery of costs, expenses, and reasonable attorney's fees.

ARTICLE XVI: COMMON WALLS

The provisions addressing party walls shall remain the same as the Original Declaration and are inserted herein as per Article VII of the Original Declaration.

Subject to the terms and provisions of any subindenture imposed pursuant to Section 2.3 hereof, the maintenance, repair and replacement of common walls shall be assumed, undertaken and allocated in the following manner:

16.1 Definition. Each wall placed upon a dividing line between Living Units (hereinafter referred to as a “common wall”) shall, for purposes hereof, be deemed to constitute a party wall, and, to the extent no inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

16.2 Expenses. The costs of reasonable repair and maintenance of a common wall shall be shared on an equal basis by the Owners who make use thereof.

16.3 Casualty. In the event a common wall is destroyed or damaged by fire, casualty or other cause (including ordinary wear and tear and deterioration from lapse of time) other than by reason of the act of any of the Owners being served thereby or the agents, guests or family members of such Owners, then, if such destruction or damage shall prevent the full use and enjoyment shall proceed forthwith to restore said common wall to as good condition as formerly existed, at their joint and equal expense.

16.4 Other Liability. In the event a common wall is destroyed or damaged by fire or other casualty which arises in a Living Unit served thereby or through the act of any Owner or the agents, guests or family members of any Owner served thereby, regardless of whether such act is negligent or otherwise culpable, so as to deprive the other Owners being served thereby of the full use and enjoyment of said common wall, then the first of such Owners shall forthwith proceed to restore the same to as good condition as formerly existed, without cost to the other Owners served by said common wall.

16.5 Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Living Unit and shall pass to such Owner’s successors in title.

ARTICLE XVII: GENERAL PROVISIONS

17.1 Validity. The following provisions are to protect the integrity of the Governing Documents:

(a) Severability. All covenants and agreements herein are expressly declared to be independent and not inter-dependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Properties or any Lot or Living Unit in the Properties shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Properties, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

(b) Invalidation. Invalidation of any one of the provisions of the Governing Documents, by judgment, order or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(b) Rule Against Perpetuities. The rule against perpetuities shall not be applied to defeat any provision of the Governing Documents.

(c) Recitals. Recitals are incorporated as if fully stated within this Declaration.

(d) Compliance With Nonprofit Corporation Act; Conflicts. The Governing Documents are intended to comply with the requirements of the NCA. In the event of any conflict between any provision of the Governing Documents and any provision of the NCA, the provisions of the Governing Documents shall govern unless expressly prohibited by the NCA. In the event of any conflict between any provision of this Declaration and the By-Laws, the provisions of this Declaration shall govern.

17.2 Interpretation. The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the Subdivision and for operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural. The captions contained in the Governing Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

17.3 Persons Bound by the Documents. All Owners, and their families, occupants, tenants, guests and invitees, and mortgagees are bound by and shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or occupancy of a Lot or Living Unit constitutes agreement that the provisions of the Governing Documents are accepted and ratified by each such person. All provisions of the Governing Documents recorded in the Office of Recorder of Deeds of St. Louis County, Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

17.4 Condemnation.

(a) Acquisition of Lot or Living Unit. If a Lot or Living Unit is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Owner for his Lot or Living Unit and its Allocated Interests, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, the Lot's or Living Unit's Allocated Interests are automatically reallocated to the remaining Lots or Living Units, but the Allocated Interests in Section 2.6 shall not be modified. Any remnant of a Lot remaining after part of a Lot is taken is thereafter part of the Common Ground.

(b) Reallocations. Except as provided in Section 17.4(a), if a part of a Lot is acquired by eminent domain, the award shall compensate the Owner for the reduction in value of the Lot and its interest in the Common Ground, whether or not any Common Ground is acquired.

(c) Acquisition of Common Ground. In the event any public agency acquires all or any part of the Common Ground, the Association, acting through the Board, is hereby authorized to negotiate with such agency for such acquisition and to execute instruments necessary for that purpose; only the Association need be made party, and any proceeds received shall be paid to the Association.

(d) Recording. The court decree shall be recorded in St. Louis County, Missouri.

17.5 Termination of Subdivision.

Except in the case of a taking of all the Property by eminent domain, the Subdivision may be terminated only by agreement of at least 80% of the Members in Good Standing. In the event of termination, fee simple title to the Common Ground shall remain vested in the Association until sold. None of the authority of the Association or Board shall be affected by such termination.

No such agreement of termination shall be effective unless made and recorded at least one year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least 90 days in advance of any action taken. This period shall serve as a winding up period for the Association to dispose of assets and distribute proceeds to the Owners. Any Common Ground remaining in the Association's name shall vest in the name of all Owners of Lots and Living Units as tenants in common.

In the event the subdivision is terminated or vacated, fee simple title shall vest in the then Lot and Living Unit Owners as tenants in common. The rights of the tenants shall only

be exercisable appurtenant to and in conjunction with the ownership of their Lot or Living Unit. Any conveyance or change of ownership of any Lot or Living Unit shall convey with it ownership in the common ground, and no interest in the common ground shall be conveyed by an Owner of a Lot or Living Unit except in conjunction with the sale of a Lot or Living Unit. The sale of any Lot or Living Unit shall carry with it all the incidents of ownership of the common ground although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Board shall be abrogated.

17.6 Term. Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with the land and bind the Property for the duration of the subdivision or until the Subdivision is terminated or sold or taken by eminent domain.

17.7 Appointment by City Council. Where the provisions of this Declaration cannot be fulfilled by reason of unfilled vacancies among the Board of Directors, the City Council may, upon the petition of any concerned resident or Owner, appoint one (1) or more board members to fill vacancies until such time as board members are selected in accordance with this Declaration and By-Laws. Any person so appointed who is not a resident or Owner shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against each Lot and Living Unit and which shall not be subject to any limitations on special assessments contained in this Declaration or By-Laws.

17.8 No Limitation of Rights. No provision herein shall limit the right of any Owner or resident from expressing any opinion or seeking any redress from any Governmental Body, nor shall any provision discriminate against any person on the basis of race, religion, national origin or gender.

17.9 Effective Date. Except as may otherwise be expressly provided, this Declaration shall be effective upon approval by the Owners and its recordation in the records of the Recorder of Deeds of St. Louis County, Missouri.

17.10 Applicability. This Declaration shall be applicable to events and circumstances occurring after the Effective Date in Section 17.7 except as may be otherwise expressly provided.

[Intentionally left blank. Signatures to follow on the next page.]

THE HARBORS AT LAKE CHESTERFIELD HOMEOWNERS' ASSOCIATION

43

EXHIBIT "A"
THE HARBORS AT LAKE CHESTERFIELD HOMEOWNERS' ASSOCIATION
LEGAL DESCRIPTION

This legal description contained in this Exhibit A may be found in the Third Amendment to Indenture of Trust, The Harbors at Lake Chesterfield, recorded in the official records of St. Louis County, Missouri Recorder of Deeds Office at Book 8352, Page 494, specifically pages 503 through 514.

The following legal description is all of the property described in the attached Exhibit A (recorded at Book 8352, page 503 and 504), excepting therefrom the property described in Exhibits H and I (recorded at Book 8352, pages 511-513) attached hereto and made a part hereof by this reference. The property included in Exhibits B, C, D, E and F (recorded at Book 8352, pages 505-509) attached hereto is included in the attached Exhibit A. Pages marked Exhibit G (recorded at Book 8352, Page 510) and Exhibit J (recorded at Book 8352, Page 514) are also included as part of this Exhibit A.

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the East and West center line of said Section 6, said point being the Southwest corner of property conveyed to Robert L. Speer and wife by deed recorded in Book 2881, Page 610 of the St. Louis County Records; thence South 89 degrees 39 minutes 18 seconds East 132.22 feet along the South line of said Speer property and along the South line of property conveyed to Catholic Cemeteries of the Archdiocese of St. Louis by deed recorded in Book 7567, Page 2214 of the St. Louis County Records to a point on the Northwardly prolongation of the East line of "The Harbors at Lake Chesterfield Plat Three", a subdivision according to the plat thereof recorded as Daily No. 634 on February 17, 1987 in the St. Louis County Records; thence South 00 degrees 37 minutes 44 seconds West 1406.69 feet along said Northwardly prolongation, the said East line of "The Harbors at Lake Chesterfield Plat Three", and the Southwardly prolongation of said East line of "The Harbors at Lake Chesterfield Plat Three", to the North line of "French Quarter West", a subdivision according to the plat thereof recorded as Daily No. 554 on June 30, 1983 in the St. Louis County Records; thence North 89 degrees 02 minutes 55 seconds West 53.09 feet along the Westwardly prolongation of said North line of "French Quarter West" to a point; thence South 00 degrees 37 minutes 44 seconds West 54.12 feet to a point; thence South 89 degrees 02 minutes 55 seconds East 53.09 feet to the West line of said "French Quarter West"; thence South 00 degrees 37 minutes 44 seconds West 1,272.99 feet along said West line of "French Quarter West" to the South line of said Section 6; thence North 89 degrees 08 minutes 20 seconds West 1,428.64 feet along said South line of Section 6, being the North line of property conveyed to Elmer H. Mertz and wife by deed recorded in Book 1594, Page 36 of the St. Louis County Records to the Northwest corner thereof, said point being also the Northeast corner of property conveyed to Evelyn R. Jones by deed recorded in Book 3246, Page 586 of the St. Louis County Records; thence continuing along said South line of Section 6 and the North line of said Jones property North 28 degrees 57 minutes 08 seconds West 1,18.02 feet to the Northwest corner of said Jones property, being also the Southeast corner of property conveyed to Cherry Hills Control Corporation by deed recorded in Book 6264, Page 247 of the St. Louis County Records; thence North 01 degrees 15 minutes 59 seconds East 2,122.95 feet along said East line of Cherry Hills Control Corporation property to the Southeast right-of-way line

EXHIBIT A

BOOK 8352 PAGE 503

March 2, 1988

-2-

RE: Lake Chesterfield Outboundary
Excluding 42.849 Acre Tract
85-1630

of Missouri State Highway 100 (formerly Route 50); thence along said Southeast line of Missouri State Highway Route 100 and the Southeast line of Manchester Road, (Highway 100) the following courses and distances: Along a curve to the left whose radius point bears North 43 degrees 43 minutes 38 seconds West 1,472.69 feet from the last mentioned point, a distance of 83.70 feet, North 42 degrees 50 minutes 53 seconds East 120.75 feet, North 76 degrees 43 minutes 52 seconds East 253.30 feet, North 61 degrees 17 minutes 28 seconds East 663.38 feet, North 60 degrees 43 minutes 59 seconds East 140.30 feet, North 03 degrees 27 minutes 29 seconds East 142.41 feet, North 54 degrees 02 minutes 24 seconds East 370.00 feet, North 32 degrees 14 minutes 19 seconds East 107.70 feet, North 54 degrees 02 minutes 24 seconds East 200.00 feet, North 57 degrees 36 minutes 58 seconds East 400.78 feet, North 49 degrees 45 minutes 03 seconds East 200.56 feet, and North 54 degrees 02 minutes 24 seconds East 1.14 feet to the West line of said Speer property; thence South 20 degrees 46 minutes 18 seconds East 1002.70 feet along said West line of Speer property to the point of beginning and containing 172.370 acres according to calculations by Volz Engineering and Surveying, Inc. on March 2, 1988.

VOLZ ENGINEERING & SURVEYING, INC.

10349 INDIAN HEAD INDUSTRIAL BLVD.
ST. LOUIS, MISSOURI 63132

ROBERT M. VOLZ
CLARENCE E. ROYCE
CARL R. LUBER

PHONE (314) 426-4211

EXHIBIT "B"

October 28, 1986

RCA

RE: Lake Chesterfield
Lots 512 to 516
85-1630

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point being distant South 73 degrees 42 minutes 07 seconds East 255.70 feet from the center of said Section 6; thence along a curve to the left whose radius point bears South 12 degrees 13 minutes 55 seconds East 175.00 feet from the last mentioned point, a distance of 57.26 feet to a point; thence along a curve to the left whose radius point bears South 30 degrees 58 minutes 39 seconds East 305.00 feet from the last mentioned point, a distance of 258.37 feet to a point; thence along a curve to the right whose radius point bears North 79 degrees 30 minutes 48 seconds West 225.00 feet from the last mentioned point, a distance of 35.40 feet to a point; thence South 19 degrees 30 minutes 07 seconds West 7.08 feet to a point; thence North 70 degrees 29 minutes 53 seconds West 120.00 feet to a point; thence North 14 degrees 42 minutes 15 seconds East 74.90 feet to a point; thence North 14 degrees 46 minutes 55 seconds East 79.99 feet to a point; thence North 37 degrees 50 minutes 56 seconds East 120.34 feet to a point; thence North 54 degrees 32 minutes 48 seconds East 99.07 feet to a point; thence North 67 degrees 05 minutes 38 seconds East 109.82 feet to a point; thence South 12 degrees 13 minutes 55 seconds East 120.00 feet to the point of beginning and containing 1.175 acres according to calculations by Volz Engineering & Surveying, Inc. October 28, 1986.

BOOK 8352 PAGE 505

VOLZ ENGINEERING & SURVEYING, INC.

10648 INDIAN HEAD INDUSTRIAL BLVD.
ST. LOUIS, MISSOURI 63132

ROBERT M. VOLZ
ELSHIN E. ROYALD
CARL F. LUBER

PHONE (314) 424-4713

EXHIBIT "C"

October 28, 1986

RCA

RE: Lake Chesterfield
Lots 517 to 521
85-1630

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point being distant South 73 degrees 42 minutes 07 seconds East 255.70 feet from the center of said Section 6; thence North 12 degrees 13 minutes 55 seconds West 120.00 feet to a point; thence North 88 degrees 53 minutes 15 seconds East 113.79 feet to a point; thence South 68 degrees 57 minutes 53 seconds East 110.86 feet to a point; thence South 49 degrees 38 minutes 02 seconds East 104.89 feet to a point; thence South 30 degrees 13 minutes 40 seconds East 93.71 feet to a point; thence South 62 degrees 11 minutes 56 seconds East 49.13 feet to a point; thence South 22 degrees 29 minutes 42 seconds West 46.50 feet to a point; thence along a curve to the left whose radius point bears South 67 degrees 30 minutes 18 seconds East 464.56 feet from the last mentioned point, a distance of 49.63 feet to a point; thence along a curve to the right whose radius point bears North 73 degrees 37 minutes 32 seconds West 20.07 feet from the last mentioned point, a distance of 28.84 feet to a point; thence North 80 degrees 59 minutes 45 seconds West 4.02 feet to a point; thence along a curve to the right whose radius point bears North 9 degrees 00 minutes 15 seconds East 115.10 feet from the last mentioned point, a distance of 113.78 feet to a point; thence North 24 degrees 21 minutes 11 seconds West 27.88 feet to a point; thence along a curve to the left whose radius point bears South 65 degrees 38 minutes 49 seconds West 177.15 feet from the last mentioned point, a distance of 105.47 feet to a point; thence along a curve to the left whose radius point bears South 33 degrees 54 minutes 36 seconds West 175.00 feet from the last mentioned point, a distance of 140.93 feet to the point of beginning and containing 1.184 acres according to calculations by Volz Engineering & Surveying, Inc. October 28, 1986.

BOOK 8352 PAGE 506

ELSHIN SURVEYING COMPANY A SUBSIDIARY (314) 424-1520

~~BOOK 8055 PAGE 1915~~

VOLZ ENGINEERING & SURVEYING, INC.

10449 INDIAN HEAD INDUSTRIAL BLVD.
ST. LOUIS, MISSOURI 63122

ROBERT M. VOLZ
GLENN E. BOMBAARD
CARL A. LUBER

PHONE (314) 425-4112

EXHIBIT "D"

October 28, 1986

RCA

RE: Lake Chesterfield
Lots 522 to 525
85-1630

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point being distant South 68 degrees 53 minutes 42 seconds East 343.52 feet from the center of said Section 6; thence along a curve to the right whose radius point bears South 17 degrees 41 minutes 01 second West 125.00 feet from the last mentioned point, a distance of 35.18 feet to a point; thence along a curve to the right whose radius point bears South 37 degrees 07 minutes 41 seconds West 122.47 feet from the last mentioned point, a distance of 73.20 feet to a point; thence South 18 degrees 37 minutes 41 seconds East 26.06 feet to a point; thence along a curve to the left whose radius point bears North 71 degrees 22 minutes 19 seconds East 184.53 feet from the last mentioned point, a distance of 182.43 feet to a point; thence South 75 degrees 16 minutes 16 seconds East 10.07 feet to a point; thence along a curve to the right whose radius point bears South 14 degrees 43 minutes 44 seconds West 20.00 feet from the last mentioned point, a distance of 27.14 feet to a point; thence along a curve to the left whose radius point bears South 87 degrees 30 minutes 51 seconds East 464.56 feet from the last mentioned point, a distance of 67.43 feet to a point; thence South 84 degrees 10 minutes 11 seconds West 122.00 feet to a point; thence North 49 degrees 44 minutes 40 seconds West 89.06 feet to a point; thence North 55 degrees 17 minutes 04 seconds West 97.76 feet to a point; thence North 7 degrees 39 minutes 54 seconds West 73.38 feet to a point; thence North 17 degrees 41 minutes 01 second East 141.20 feet to the point of beginning and containing 1.014 acres according to calculations by Volz Engineering & Surveying, Inc. October 28, 1986.

BOOK 8352 PAGE 507

VOLZ ENGINEERING & SURVEYING, INC.

1044 INDIAN HEAD INDUSTRIAL BLVD.
ST. LOUIS, MISSOURI 63132

ROBERT M. VOLZ
GUYNN E. BOMBARD
CARL R. LUNGER

PHONE (314) 424-4112

EXHIBIT "E"

October 28, 1986

RCA

RE: Lake Chesterfield
Lots 526 to 529
85-1630

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point being distant South 68 degrees 53 minutes 42 seconds East 343.52 feet from the center of said Section 6; thence South 17 degrees 41 minutes 01 second West 141.20 feet to a point; thence South 7 degrees 39 minutes 54 seconds East 57.19 feet to a point; thence North 58 degrees 29 minutes 59 seconds West 15.70 feet to a point; thence South 71 degrees 18 minutes 49 seconds West 74.35 feet to a point; thence South 19 degrees 50 minutes 07 seconds West 101.00 feet to a point; thence North 70 degrees 29 minutes 53 seconds West 81.00 feet to a point; thence along a curve to the right whose radius point bears North 19 degrees 30 minutes 07 seconds East 20.00 feet from the last mentioned point, a distance of 31.42 feet to a point; thence North 19 degrees 30 minutes 07 seconds East 25.00 feet to a point; thence along a curve to the left whose radius point bears North 70 degrees 29 minutes 53 seconds West 275.00 feet from the last mentioned point, a distance of 43.27 feet to a point; thence along a curve to the right whose radius point bears South 79 degrees 30 minutes 48 seconds East 255.00 feet from the last mentioned point, a distance of 216.01 feet to a point; thence along a curve to the right whose radius point bears South 30 degrees 58 minutes 39 seconds East 125.00 feet from the last mentioned point, a distance of 106.16 feet to the point of beginning and containing 0.898 acres according to calculations by Volz Engineering & Surveying, Inc. October 28, 1986.

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VOLZ ENGINEERING & SURVEYING, INC.

10412 INDIAN HEAD INDUSTRIAL BLVD.
ST. LOUIS, MISSOURI 63122

ROBERT H. VOLZ
GLENN E. BOWEN
CARL A. LUBER

PHONE (314) 424-2112

EXHIBIT "F"

October 28, 1986

RCA

RE: Lake Chesterfield
Building "A" Area.
85-1630

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point being distant South 39 degrees 01 minute 54 seconds East 1167.79 feet from the center of said Section 6; thence South 71 degrees 54 minutes 12 seconds East 174.57 feet to a point; thence South 17 degrees 32 minutes 33 seconds West 225.00 feet to a point; thence North 71 degrees 54 minutes 12 seconds West 171.00 feet to a point; thence North 18 degrees 05 minutes 48 seconds East 157.00 feet to a point; thence along a curve to the left whose radius point bears North 71 degrees 54 minutes 12 seconds West 405.00 feet from the last mentioned point, a distance of 68.31 feet to the point of beginning and containing 0.881 acres according to calculations by Volz Engineering & Surveying, Inc. October 28, 1986.

BOOK 8352 PAGE 509

VOLZ ENGINEERING & SURVEYING, INC.

10449 INDIAN HEAD INDUSTRIAL BLVD.

ST. LOUIS, MISSOURI 63132

ROBERT H. VOLZ
GLENN E. BOHRAED
CARL A. LUKER

PHONE (314) 426-4212

EXHIBIT "G"

A tract of land in the Northeast Quarter of Section 7, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Northwest corner of the Northeast One-quarter of said Section 7, being also the Northwest corner of property conveyed to Elmer H. Mertz and wife by deed recorded in Book 1594, Page 36 of the St. Louis County Records; thence South 89 degrees 08 minutes 00 seconds East 1,375.18 feet along said North line of Mertz property to the Northeast corner thereof; thence South 1,128.00 feet along said East line of Mertz property to a point; thence North 87 degrees 45 minutes 08 seconds West 415.35 feet to a point; thence South 4 degrees 30 minutes 20 seconds West 444.78 feet to a point; thence South 80 degrees 40 minutes 27 seconds West 293.04 feet to a point; thence South 25 degrees 24 minutes 34 seconds East 293.75 feet to the Northwest line of Old State Road; 40 feet wide; thence South 45 degrees 51 minutes 46 seconds West 52.80 feet along said Northwest line of Old State Road to a point; thence leaving said Northwest line of Old State Road South 80 degrees 17 minutes 31 seconds West 299.71 feet to a point; thence South 58 degrees 27 minutes 00 seconds West 481.67 feet to the West line of said Mertz property being also the North/South centerline of said Section 7; thence North 0 degrees 28 minutes 00 seconds West 2,228.14 feet along said West line of Mertz property to the point of beginning and containing 52.32 acres.

BOOK 8352 PAGE 510

ENGINEERING SURVEYING COMPANY A SUBSIDIARY (314) 426-1532

ENR

BOOK 8055 PAGE 1919

FILE

PARCEL ONE:

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the intersection of the East line of property conveyed to Cherry Hills Control Corporation as described in the deed recorded in Book 6264, Page 247 of the St. Louis County Records with the Southeast right-of-way line of Missouri State Highway Route 100 (formerly Route 50); thence along said Southeast right-of-way line along a curve to the left whose radius point bears North 43 degrees 43 minutes 38 seconds West 1472.69 feet from the last mentioned point, a distance of 83.07 feet and North 42 degrees 50 minutes 53 seconds East 120.75 feet to a point; thence North 53 degrees 09 minutes 53 seconds West 54.26 feet to the actual point of beginning; thence North 53 degrees 09 minutes 53 seconds West 36.24 feet to the Southeast right-of-way line of Manchester Road; thence Northeastwardly along said Southeast right-of-way line of Manchester Road the following courses and distances: North 62 degrees 30 minutes 49 seconds East 675.36 feet, along a curve to the left whose radius point bears North 26 degrees 17 minutes 43 seconds West 2401.83 feet from the last mentioned point, a distance of 274.15 feet, along a curve to the left whose radius point bears North 32 degrees 50 minutes 06 seconds West 4693.70 feet from the last mentioned point, a distance of 120.71 feet, and North 69 degrees 53 minutes 03 seconds East 76.54 feet to a point; thence South 47 degrees 29 minutes 34 seconds East 65.54 feet to a point; thence along a curve to the right whose radius point bears South 79 degrees 45 minutes 25 seconds West 328.00 feet from the last mentioned point, a distance of 96.99 feet to a point; thence along a curve to the right whose radius point bears North 84 degrees 32 minutes 53 seconds West 330.88 feet from the last mentioned point, a distance of 211.91 feet to a point; thence along a curve to the right whose radius point bears North 46 degrees 38 minutes 03 seconds West 334.00 feet from the last mentioned point, a distance of 403.61 feet to a point; thence along a curve to the left whose radius point bears South 22 degrees 36 minutes 03 seconds West 416.00 feet from the last mentioned point, a distance of 451.19 feet to a point; thence South 50 degrees 27 minutes 37 seconds West 37.56 feet to the point of beginning and containing 3.649 acres according to calculations by Volz Engineering & Surveying, Inc. on March 12, 1987.

EXHIBIT H

BOOK 8352 PAGE 511

PARCEL TWO:

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the East line of property conveyed to Cherry Hills Control Corporation by deed recorded in Book 6264, Page 247 of the St. Louis County Records; said point being a Northwestern corner of The Harbors at Lake Chesterfield Plat One, a subdivision according to the plat thereof recorded as Daily No. 786 on January 26, 1987 in the St. Louis County Records; thence Northwardly along said East line of Cherry Hills Control Corporation property North 01 degree 15 minutes 59 seconds East 604.37 feet to a point; thence North 50 degrees 27 minutes 37 seconds East 231.86 feet to a point; thence along a curve to the right whose radius point bears South 39 degrees 32 minutes 23 seconds East 334.00 feet from the last mentioned point, a distance of 362.25 feet to a point; thence along a curve to the left whose radius point bears North 22 degrees 36 minutes 08 seconds East 416.00 feet from the last mentioned point, a distance of 502.82 feet to a point; thence along a curve to the left whose radius point bears North 45 degrees 24 minutes 12 seconds West 418.89 feet from the last mentioned point, a distance of 187.76 feet to a point on a Southern line of said The Harbors at Lake Chesterfield Plat One; thence along the boundary lines of said The Harbors at Lake Chesterfield Plat One the following courses and distances: South 77 degrees 24 minutes 27 seconds East 701.96 feet, South 14 degrees 46 minutes 54 seconds West 79.99 feet, South 14 degrees 42 minutes 15 seconds West 74.90 feet, South 19 degrees 30 minutes 07 seconds West 751.66 feet, South 58 degrees 39 minutes 59 seconds West 276.48 feet, South 71 degrees 47 minutes 59 seconds West 126.47 feet, South 85 degrees 55 minutes 10 seconds West 82.12 feet, and North 88 degrees 44 minutes 01 second West 444.59 feet to the point of beginning and containing 17.791 acres according to calculations by Volz Engineering & Surveying, Inc. on March 12, 1987.

A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a concrete monument at the intersection of the Southeast right-of-way line of Manchester Road (Highway 100) with the West line of property conveyed to Catholic Cemeteries of the Archdiocese of St. Louis by deed recorded in Book 7567, Page 2214 of the St. Louis County Records; thence South 20 degrees 46 minutes 18 seconds East 1,002.70 feet along the West line of said Catholic Cemeteries of the Archdiocese of St. Louis property to the Southwest corner thereof; thence South 89 degrees 39 minutes 18 seconds East 132.22 feet along the South line of said Catholic Cemeteries of the Archdiocese of St. Louis property to a point; thence South 00 degrees 37 minutes 44 seconds West 106.02 feet to a point; thence South 87 degrees 50 minutes 17 seconds West 142.97 feet to a point; thence along a curve to the right whose radius point bears North 02 degrees 03 minutes 43 seconds West 714.50 feet from the last mentioned point, a distance of 193.32 feet to a point; thence North 76 degrees 39 minutes 36 seconds West 272.56 feet to a point; thence Westwardly along the North line of "The Harbors at Lake Chesterfield Plat One", a subdivision according to the plat thereof recorded in Plat Book 257, Pages 36 through 41 of the St. Louis County Records; being also the North line of Pierside Lane, 91 feet wide, the following courses and distances: along a curve to the right whose radius point bears North 13 degrees 20 minutes 24 seconds East 329.50 feet from the last mentioned point, a distance of 139.09 feet, North 52 degrees 28 minutes 25 seconds West 145.50 feet, along a curve to the left whose radius point bears South 37 degrees 31 minutes 35 seconds West 420.50 feet from the last mentioned point, a distance of 541.09 feet, along a curve to the right whose radius point bears North 36 degrees 12 minutes 03 seconds West 329.50 feet from the last mentioned point, a distance of 94.51 feet, along a curve to the right whose radius point bears North 19 degrees 46 minutes 04 seconds West 65.50 feet from the last mentioned point, a distance of 107.34 feet to a point on the East line of re-located Old Manchester Road; thence along a curve to the left whose radius point bears South 74 degrees 07 minutes 25 seconds West 422.00 feet from the last mentioned point, a distance of 69.51 feet, along said East line of re-located Old Manchester Road to the said Southeast line of Manchester Road (Highway 100); said point being on the Northwest line of property conveyed to J. L. Mason of Missouri, Inc. by deed recorded in Book 8176, Page 358 of the St. Louis County Records; thence Northeastwardly along said Southeast line of Manchester Road (Highway 100) the following courses and distances: North 54 degrees 02 minutes 24 seconds East 689.50 feet, North 57 degrees 36 minutes 58 seconds East 400.78 feet, North 49 degrees 45 minutes 03 seconds East 200.56 feet, and North 54 degrees 02 minutes 24 seconds East 1.14 feet to the point of beginning and containing 15.883 acres according to a survey by Volk Engineering & Surveying, Inc. during October, 1987.

EXHIBIT I

A tract of land in Sections 5 and 6, Township 44 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the West quarter corner of said Section 5, being the East quarter corner of said Section 6; said point being also the Southeast corner of property conveyed to Catholic Cemeteries of the Archdiocese of St. Louis by deed recorded in Book 7567, page 2216 of the St. Louis County Records; thence North 01 degree 04 minutes 12 seconds East 144.70 feet along the East line of said Catholic Cemeteries of the Archdiocese of St. Louis property to a point; thence North 89 degrees 54 minutes 03 seconds East 1,351.85 feet to the West line of Tract A of "L.H.J. Subdivision", a subdivision according to the plat thereof recorded in Plat Book 252, Page 87 of the St. Louis County Records; thence South 00 degrees 29 minutes 23 seconds West 143.93 feet along the West line of said Tract A of "L.H.J. Subdivision" to the Southwest corner thereof; said point being the Northwest corner of property conveyed to Union Electric Company by deed recorded in Book 7369, Page 548 of the St. Louis County Records; thence South 00 degrees 15 minutes 00 seconds West 659.64 feet along the West line of said Union Electric Company property and the West line of Lot B of "Armstrongs Industrial Park", a subdivision according to the plat thereof recorded in Plat Book 186, Page 18 of the St. Louis County Records to the Northeast corner of property conveyed to Easter F. Krupp and wife by deed recorded in Book 7305, Page 1849 in the St. Louis County Records; thence South 89 degrees 51 minutes 12 seconds West 1,352.17 feet along the North line of last mentioned Krupp property, North line of property conveyed to Lester F. Krupp and wife by deed recorded in Book 7656, Page 1995 of the St. Louis County Records, and the North line of property conveyed to West County Land Investment Company by deed recorded in Book 7219, Page 1048 of the St. Louis County Records; thence South 00 degrees 35 minutes 00 seconds West 760.62 feet along the West line of said West County Land Investment Company property to the Southwest corner thereof; being also the Northeast corner of property conveyed to Lawrence R. Gavel and wife by deed recorded in Book 6864, Page 1717 of the St. Louis County Records; thence North 89 degrees 02 minutes 55 seconds West 1,320.91 feet along the North line of said Gavel property and the North line of "French Quarter West", a subdivision according to the plat thereof recorded as Daily No. 554 on June 30, 1983 in the St. Louis County Records to a point; thence North 00 degrees 37 minutes 44 seconds East 1,406.69 feet to the South line of property conveyed to Catholic Cemeteries of the Archdiocese of St. Louis by deed recorded in Book 7567, Page 2214 of the St. Louis County Records; thence South 89 degrees 39 minutes 18 seconds East 1,319.75 feet along the South line of last mentioned Catholic Cemeteries of the Archdiocese of St. Louis property and the aforementioned Catholic Cemeteries of the Archdiocese of St. Louis property to the point of beginning and containing 67.858 acres according to calculations by Volz Engineering & Surveying, Inc. on October 8, 1987.

EXHIBIT J

BOOK 8352 PAGE 514

END OF DOCUMENT

EXHIBIT "B"
THE HARBORS AT LAKE CHESTERFIELD HOMEOWNERS' ASSOCIATION
PLATS

Attached hereto as Exhibit B are the following plats:

Plat Book 257, Pages 36-41
Plat Book 258, Pages 4-5
Plat Book 275, Page 14
Plat Book 288, Page 60
Plat Book 278, Pages 25-28

Plat Book 257, Page 42
Plat Book 261, Page 70
Plat Book 278, Page 88
Plat Book 263, Pages 49-51

THE HARBORS AT LAKE CHESTERFIELD PLAT ONE

A SECTION OF THE VILLAGES AT LAKE CHESTERFIELD

A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 44 NORTH - RANGE 4 EAST

ST. LOUIS COUNTY, MISSOURI
ZONED "MXD" ORDINANCE NO. 12551

County Fee 275.00
State User Fee \$3.00
Total 278.00

BOOK 257 PAGES 36 THRU 41
FILED FOR RECORD

JAN 26 1987

At 2:27 O'clock P.M.
RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

786

This is to certify that we have during the month of January, 1987, by order of J. L. Mason of Missouri, Inc., made a Survey and Subdivision of "A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri", and that the results of said Survey and Subdivision are correctly represented on this plat. This survey was executed in compliance with the current standards for property boundary and subdivision surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey. Concrete monuments as shown on this plat will be set upon completion of construction.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 23rd day of January, 1987.

VOLZ ENGINEERING & SURVEYING, INC.

Richard W. Norvell
Richard W. Norvell
Director of Surveys
Mo. Reg. L.S. #1437
Robert N. Volz
Robert N. Volz
Mo. Reg. L.S. #741

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "The Harbors at Lake Chesterfield Plat One, A Section of The Villages at Lake Chesterfield". Pierside Lane, 91 feet wide, Waterside Drive, 60 feet wide, Centerpointe Drive, 50 feet wide, Crestmont Circle, 50 feet wide, Watercrest Court, 50 feet wide, Sailboat Way, 50 feet wide, Boathouse Drive, 50 feet wide, Windjammer Lane, 50 feet wide, and Spinnaker Way, 50 feet wide, together with all cul-de-sacs and roundings located at the street intersections, which for better identification are shown hachured on this plat, are hereby dedicated to St. Louis County for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to St. Louis County, Missouri, St. Louis County Water Company, Laclede Gas Company, Union Electric Company, Southwestern Bell Telephone Company, Metropolitan St. Louis Sewer District for sanitary sewers only, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities.

All common ground easements, such as cul-de-sac islands and divided street islands or median strips, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance. However, no above ground structure, other than required street lights or other public utilities in accordance with the approved improvement plans may be constructed or installed within a cul-de-sac island, divided street island, or median strip, without authorization by the St. Louis County Department of Highways and Traffic through the issuance of a Special Use Permit.

Building lines as shown on this plat are hereby established. This subdivision is subject to conditions and restrictions filed in Book 8055, Page 1865 of the St. Louis County Records.

A permanent Traffic Signal Easement is hereby dedicated to St. Louis County, Missouri for the purpose of constructing, repairing, and maintaining a traffic signal and appurtenant structures, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said traffic signal facilities.

The Landscape and Maintenance Easement adjacent to the Westerly side of Waterside Drive, 60 feet wide, is hereby dedicated to the trustees of "The Harbors at Lake Chesterfield, A Section of The Villages at Lake Chesterfield".

THE HARBORS AT LAKE CHESTERFIELD
Total 172 Single-family Lots

(Whitchirst Development, Inc.)
BISCAYNE HARBOR (Cinco-Development Company)

C-1	Lots 506 - 511, Inclusive	6 Lots
C-1	Lots 530 - 559, Inclusive	30 Lots
C-1	Lots 526 - 529, Inclusive	4 Lots
C-2	Lots 420 - 423, Inclusive	4 Lots
TOTAL		44 Lots

LAGUNA HARBOR (J. R. Mayer Enterprises)

M-1	Lots 517 - 521, Inclusive	5 Lots
M-2	Lots 560 - 575, Inclusive	16 Lots
M-3	Lots 475 - 492, Inclusive	18 Lots
M-4	Lots 424 - 426, Inclusive	3 Lots
TOTAL		42 Lots

KEYWEST HARBOR (Papin Builders, Inc.)

P-1	Lots 522 - 525, Inclusive	4 Lots
P-2	Lots 407 - 419, Inclusive	13 Lots
P-2	Lots 443 - 453, Inclusive	11 Lots
P-2	Lots 459 - 474, Inclusive	16 Lots
TOTAL		44 Lots

(Kingsway Homes, Inc.)
NEWPORT HARBOR (Royalway Development Company)

R-1	Lots 512 - 516, Inclusive	5 Lots
R-2	Lots 401 - 406, Inclusive	6 Lots
R-2	Lots 493 - 497, Inclusive	5 Lots
R-2	Lots 501 - 505, Inclusive	5 Lots
R-3	Lots 427 - 442, Inclusive	16 Lots
R-3	Lots 454 - 458, Inclusive	5 Lots
TOTAL		42 Lots

THE HARBORS AT LAKE CHESTERFIELD PLAT ONE

The sign easement as shown on this plat is hereby dedicated to J. L. Mason of Missouri, Inc., their successors and assigns as their interest may appear for the purpose of constructing and maintaining signs.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

All easements shown outside of this plat are included in this plat and will terminate upon recording of future plats.

All Entrance Monument Easements as shown on this plat are hereby dedicated to the Trustees of this subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand, this 23rd day of January, 1987.

J. L. MASON OF MISSOURI, INC.

STATE OF MISSOURI)
St. Charles) SS
COUNTY OF ST. LOUIS)

Alfred L. Hicks
Alfred L. Hicks,
Vice President

On this 23rd day of January, 1987, before me personally appeared Alfred L. Hicks, who being by me duly sworn did say that he is the Vice President of J. L. Mason of Missouri, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Alfred L. Hicks acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

10-1-90

Michael T. Falkner
Notary Public

This is to certify that this subdivision plat of "The Harbors at Lake Chesterfield Plat One, A Section of The Villages at Lake Chesterfield" has been approved by the St. Louis County Council on this 15th day of January, 1987.

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

Donald E. Clark
Donald E. Clark
Director of Planning

Date 1/27/87

Dr. L. H. 444

The undersigned holder or legal owner of notes secured by deed recorded in Book January 1987 of the St. Louis County Records, joins in and approves in every detail this subdivision of "The Harbors at Lake Chesterfield Plat One, A Section of The Villages at Lake Chesterfield".

IN WITNESS WHEREOF, it has signed and sealed the foregoing this 23 day of January, 1987.

MARK TWAIN STATE BANK

James A. Watson
James A. Watson

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 23 day of January, 1987, before me personally appeared James A. Watson, who being by me duly sworn did say that he is the President of Mark Twain State Bank, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said James A. Watson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

11-5-87

Shirley J. Schmidt
Notary Public

Shirley J. Schmidt

VOLZ ENGINEERING AND SURVEYING, INC.

ELBRING SURVEYING COMPANY
A SUBSIDIARY

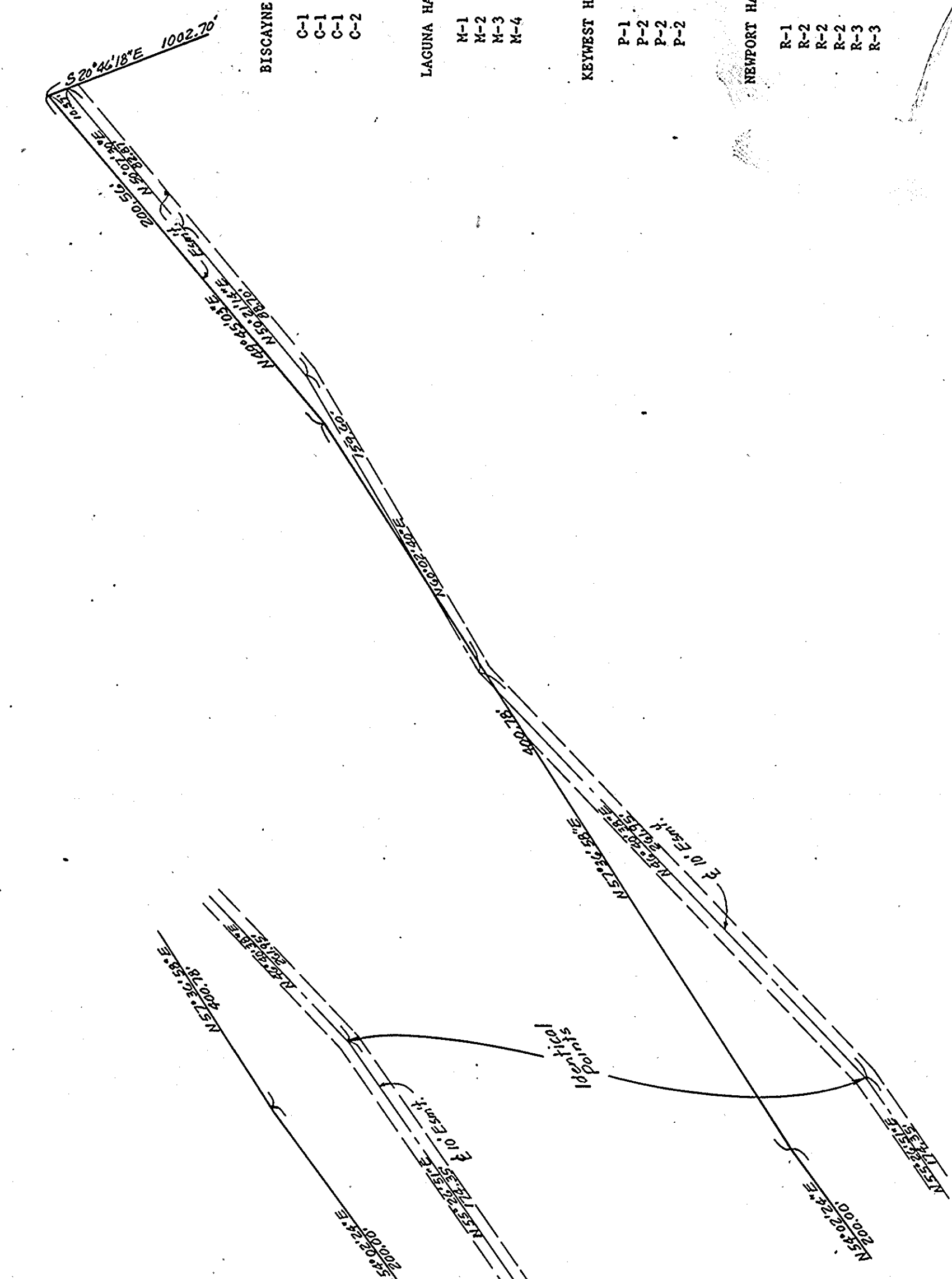
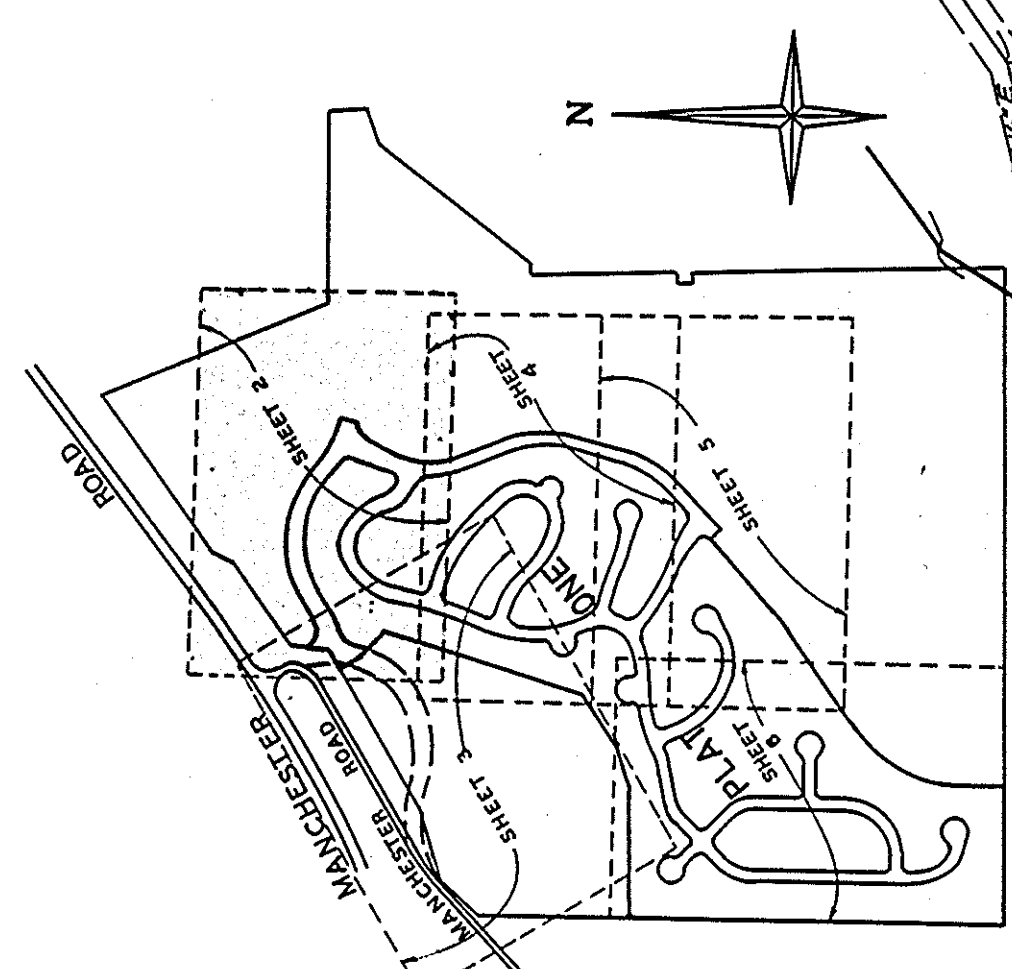
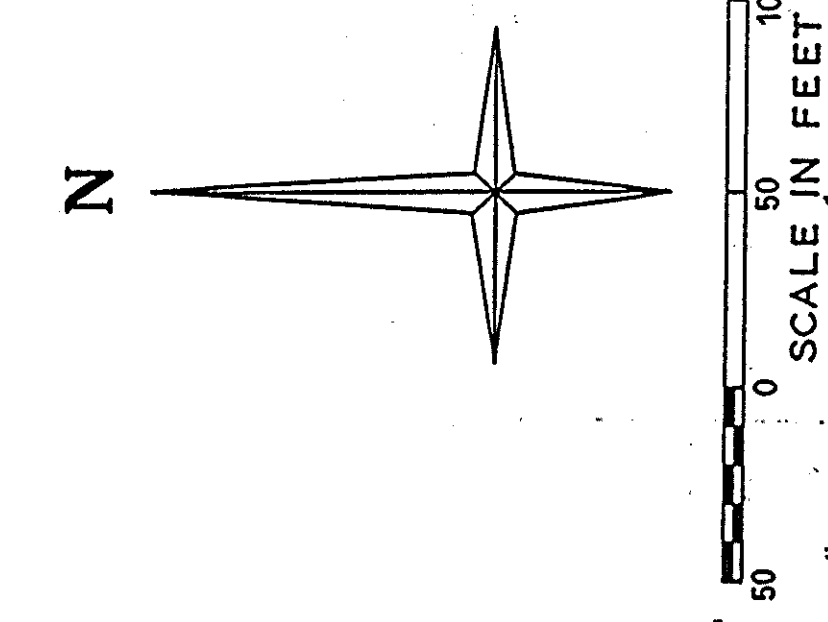
LAND SURVEYORS · ENGINEERS · LAND PLANNERS

10849 INDIAN HEAD IND'L. BLVD.

ST. LOUIS, MISSOURI 63132

85-1630

PHONE 314-426-6212



THE HARBORS AT LAKE CHESTERFIELD
Total 172 Single-family Lots

BISCAYNE HARBOR (Whitehurst Development Inc.)

- C-1 Lots 506 - 511, Inclusive
- C-1 Lots 520 - 529, Inclusive
- C-1 Lots 526 - 529, Inclusive
- C-2 Lots 420 - 423, Inclusive
- TOTAL 44 Lots

LACUNA HARBOR (J. R. Mayer Enterprises)

- R-1 Lots 517 - 521, Inclusive
- R-2 Lots 560 - 575, Inclusive
- R-3 Lots 475 - 492, Inclusive
- R-4 Lots 424 - 426, Inclusive
- TOTAL 42 Lots

KEYWEST HARBOR (Papin Builders, Inc.)

- P-1 Lots 522 - 525, Inclusive
- P-2 Lots 407 - 412, Inclusive
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- TOTAL 44 Lots

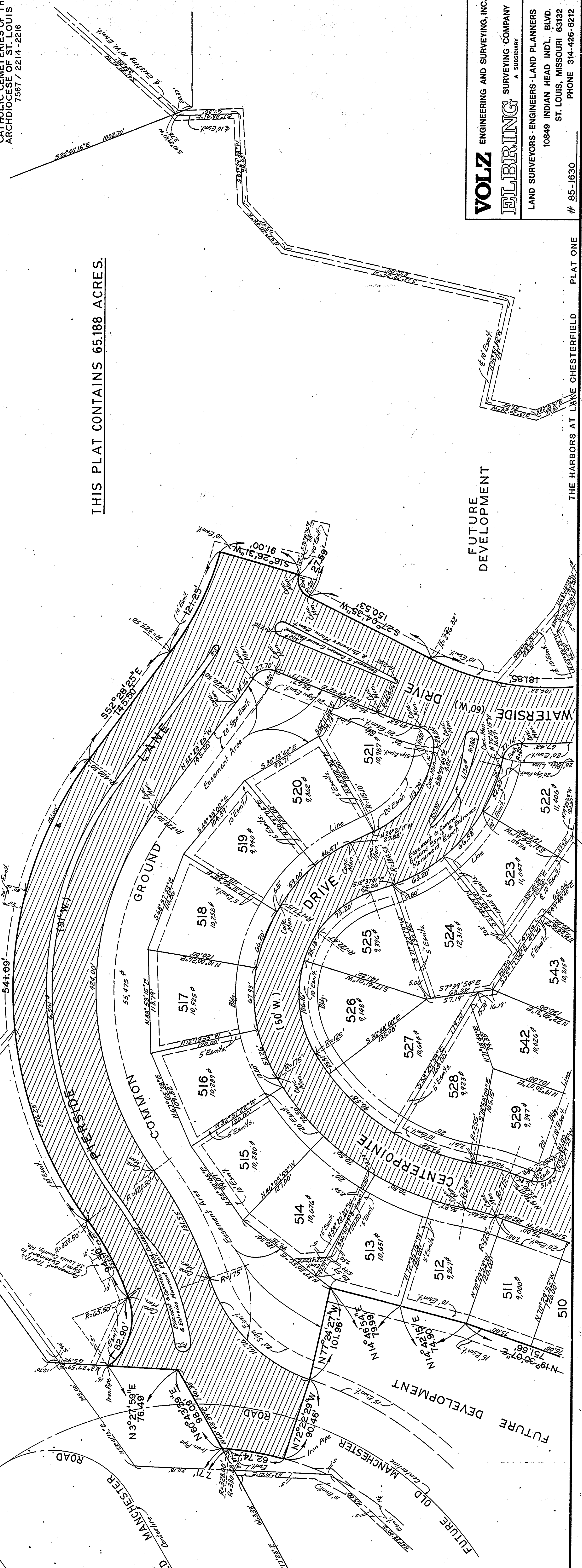
NEWPORT HARBOR (Kingsway Homes Inc.)

- R-1 Lots 512 - 516, Inclusive
- R-2 Lots 401 - 406, Inclusive
- R-2 Lots 493 - 497, Inclusive
- R-2 Lots 501 - 505, Inclusive
- R-3 Lots 427 - 442, Inclusive
- R-3 Lots 454 - 458, Inclusive
- TOTAL 42 Lots

PROPERTY N/F OF
CATHOLIC CEMETERIES OF THE
ARCHDIOCESE OF ST. LOUIS
7567 / 2214 - 2216

FUTURE DEVELOPMENT

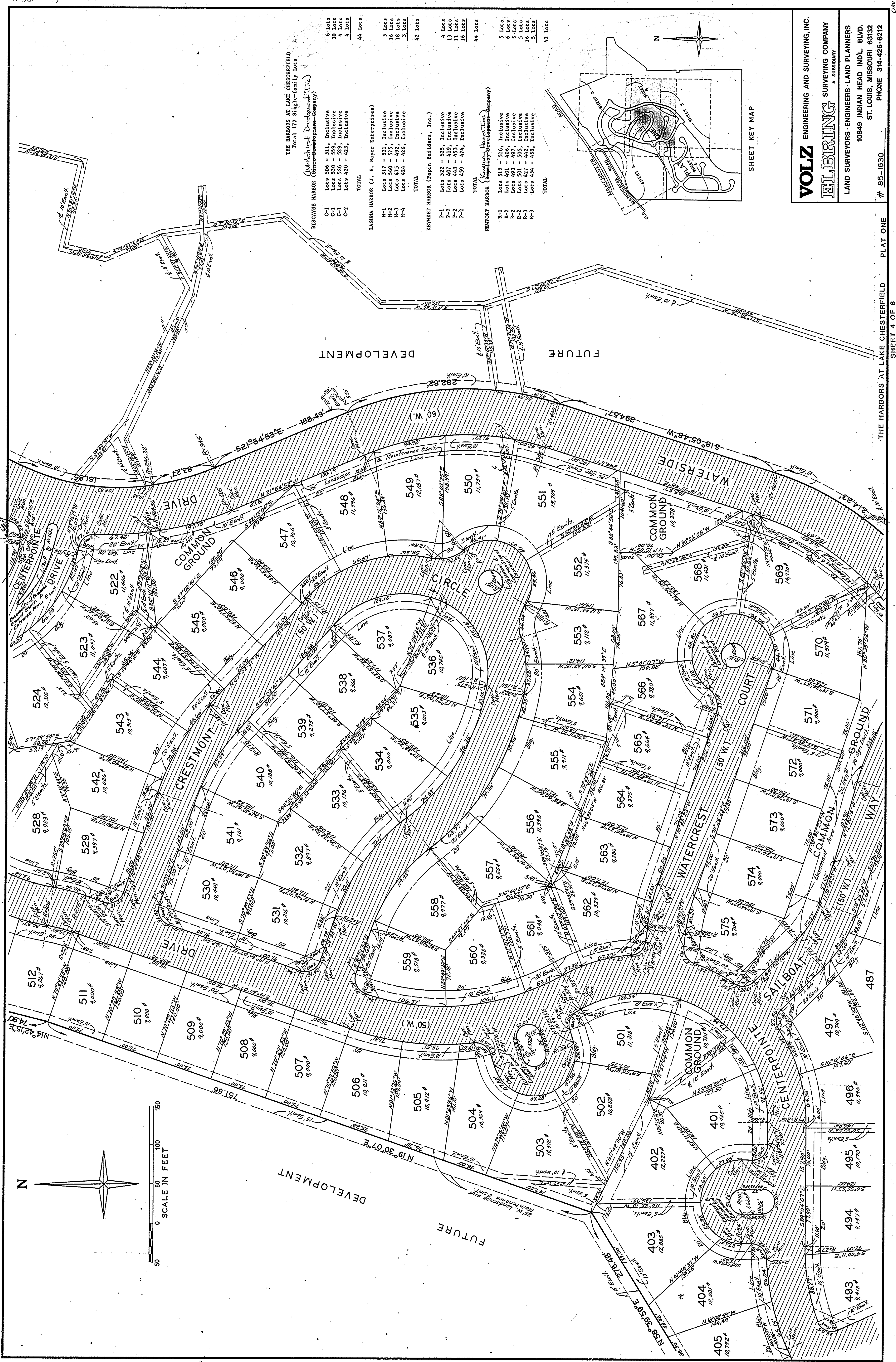
THIS PLAT CONTAINS 65.188 ACRES.



VOLZ ENGINEERING AND SURVEYING, INC.

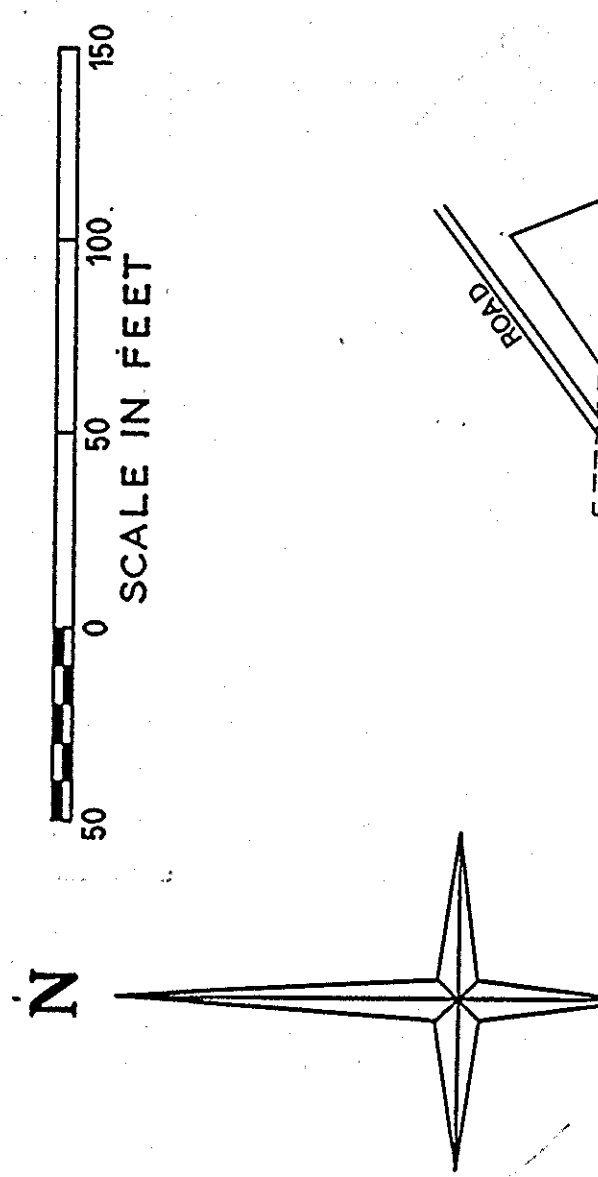
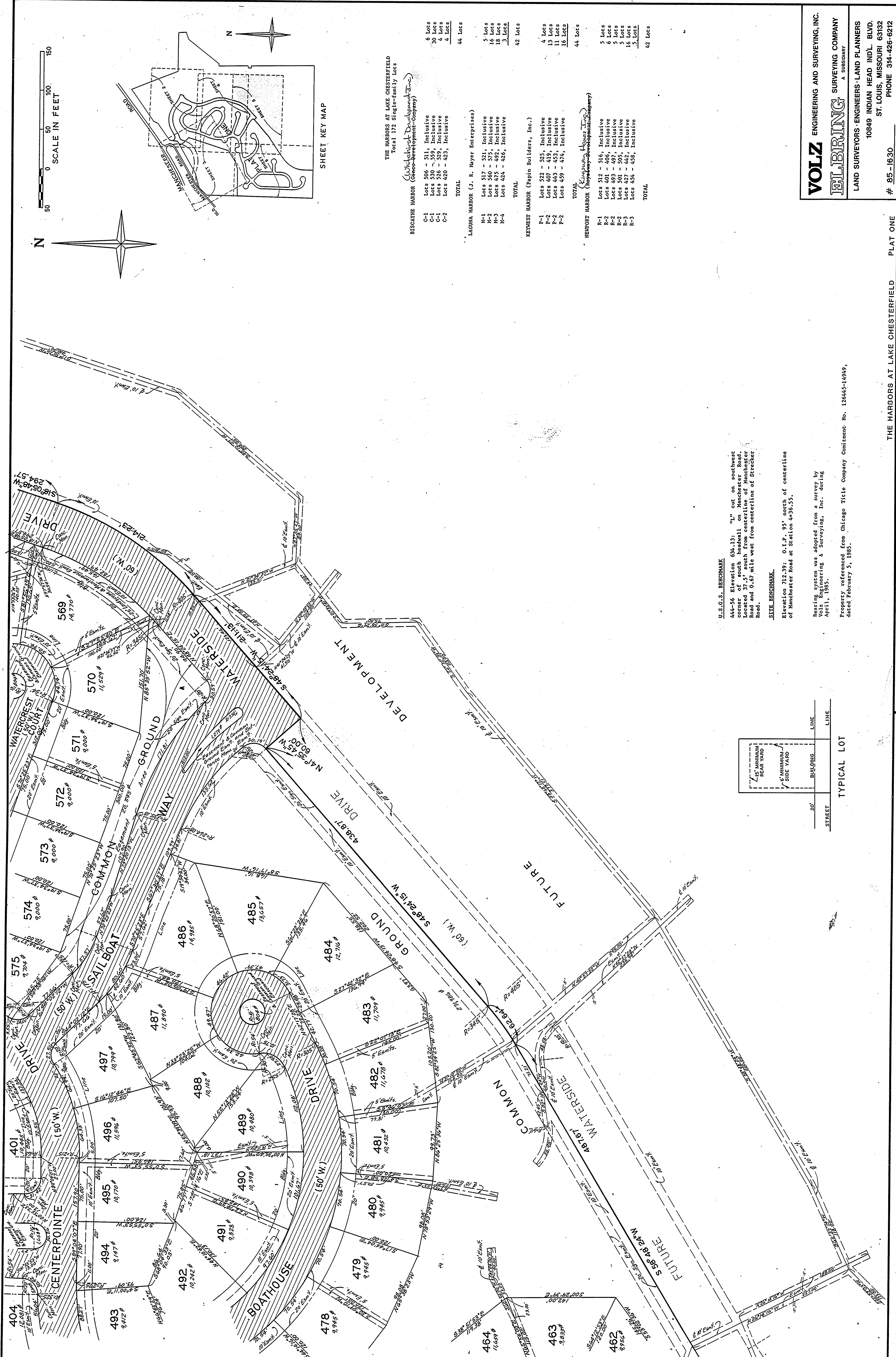
ELBRING SURVEYING COMPANY
A SUBSIDIARY

LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD INDL. BLVD.
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85-1630 PHONE 314-426-6212



THE HARBORS AT LAKE CHESTERFIELD Total 172 Single-family Lots	
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C-1	Lots 506 - 511, Inclusive
C-1	Lots 512 - 517, Inclusive
C-2	Lots 518 - 523, Inclusive
C-2	Lots 524 - 529, Inclusive
C-2	Lots 530 - 535, Inclusive
C-2	Lots 536 - 541, Inclusive
C-2	Lots 542 - 547, Inclusive
C-2	Lots 548 - 553, Inclusive
C-2	Lots 554 - 559, Inclusive
C-2	Lots 560 - 565, Inclusive
C-2	Lots 566 - 571, Inclusive
C-2	Lots 572 - 577, Inclusive
C-2	Lots 578 - 583, Inclusive
C-2	Lots 584 - 589, Inclusive
C-2	Lots 590 - 595, Inclusive
C-2	Lots 596 - 601, Inclusive
C-2	Lots 602 - 607, Inclusive
C-2	Lots 608 - 613, Inclusive
C-2	Lots 614 - 619, Inclusive
C-2	Lots 620 - 625, Inclusive
C-2	Lots 626 - 631, Inclusive
C-2	Lots 632 - 637, Inclusive
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C-2	Lots 644 - 649, Inclusive
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C-2	Lots 1970 - 1975, Inclusive
C-2	Lots 1976 - 1981, Inclusive
C-2	Lots 1982 - 1987, Inclusive
C-2	Lots 1988 - 1993, Inclusive
C-2	Lots 1994 - 1999, Inclusive
C-2	Lots 2000 - 2005, Inclusive
C-2	Lots 2006 - 2011, Inclusive
C-2	Lots 2012 - 2017, Inclusive
C-2	Lots 2018 - 2023, Inclusive
C-2	Lots 2024 - 2029, Inclusive
C-2	Lots 2030 - 2035, Inclusive
C-2	Lots 2036 - 2041, Inclusive
C-2	Lots 2042 - 2047, Inclusive
C-2	Lots 2048 - 2053, Inclusive
C-2	Lots 2054 - 2059, Inclusive
C-2	Lots 2060 - 2065, Inclusive
C-2	Lots 2066 - 2071, Inclusive
C-2	Lots 2072 - 2077, Inclusive
C-2	Lots 2078 - 2083, Inclusive
C-2	Lots 2084 - 2089, Inclusive
C-2	Lots 2090 - 2095, Inclusive
C-2	Lots 2096 - 2101, Inclusive
C-2	Lots 2102 - 2107, Inclusive
C-2	Lots 2108 - 2113, Inclusive
C-2	Lots 2114 - 2119, Inclusive
C-2	Lots 2120 - 2125, Inclusive
C-2	Lots 2126 - 2131, Inclusive
C-2	Lots 2132 - 2137, Inclusive
C-2	Lots 2138 - 2143, Inclusive
C-2	Lots 2144 - 2149, Inclusive
C-2	Lots 2150 - 2155, Inclusive
C-2	Lots 2156 - 2161, Inclusive
C-2	Lots 2162 - 2167, Inclusive
C-2	Lots 2168 - 2173, Inclusive
C-2	Lots 2174 - 2179, Inclusive
C-2	Lots 2180 - 2185, Inclusive
C-2	Lots 2186 - 2191, Inclusive
C-2	Lots 2192 - 2197, Inclusive
C-2	Lots 2198 - 2203, Inclusive
C-2	Lots 2204 - 2209, Inclusive
C-2	Lots 2210 - 2215, Inclusive
C-2	Lots 2216 - 2221, Inclusive
C-2	Lots 2222 - 2227, Inclusive
C-2	Lots 2228 - 2233, Inclusive
C-2	Lots 2234 - 2239, Inclusive
C-2	Lots 2240 - 2245, Inclusive
C-2	Lots 2246 - 2251, Inclusive
C-2	Lots 2252 - 2257, Inclusive
C-2	Lots 2258 - 2263, Inclusive
C-2	Lots 2264 - 2269, Inclusive
C-2	Lots 2270 - 2275, Inclusive
C-2	Lots 2276 - 2281, Inclusive
C-2	Lots 2282 - 2287, Inclusive
C-2	Lots 2288 - 2293, Inclusive
C-2	Lots 2294 - 2299, Inclusive
C-2	Lots 2300 - 2305, Inclusive
C-2	Lots 2306 - 2311, Inclusive
C-2	Lots 2312 - 2317, Inclusive
C-2	Lots 2318 - 2323, Inclusive
C-2	Lots 2324 - 2329, Inclusive
C-2	Lots 2330 - 2335, Inclusive
C-2	Lots 2336 - 2341, Inclusive
C-2	Lots 2342 - 2347, Inclusive
C-2	Lots 2348 - 2353, Inclusive
C-2	Lots 2354 - 2359, Inclusive
C-2	Lots 2360 - 2365, Inclusive
C-2	Lots 2366 - 2371, Inclusive
C-2	Lots 2372 - 2377, Inclusive
C-2	Lots 2378 - 2383, Inclusive
C-2	Lots 2384 - 2389, Inclusive
C-2	Lots 2390 - 2395, Inclusive
C-2	Lots 2396 - 2401, Inclusive
C-2	Lots 2402 - 2407, Inclusive
C-2	Lots 2408 - 2413, Inclusive
C-2	Lots 2414 - 2419, Inclusive
C-2	Lots 2420 - 2425, Inclusive
C-2	Lots 2426 - 2431, Inclusive
C-2	Lots 2432 - 2437, Inclusive
C-2	Lots 2438 - 2443, Inclusive
C-2	Lots 2444 - 2449, Inclusive
C-2	Lots 2450 - 2455, Inclusive
C-2	Lots 2456 - 2461, Inclusive
C-2	Lots 2462 - 2467, Inclusive
C-2	Lots 2468 - 2473, Inclusive
C-2	Lots 2474 - 2479, Inclusive
C-2	Lots 2480 - 2485, Inclusive
C-2	Lots 2486 - 2491, Inclusive
C-2	Lots 2492 - 2497, Inclusive
C-2	Lots 2498 - 2503, Inclusive
C-2	Lots 2504 - 2509, Inclusive
C-2	Lots 2510 - 2515, Inclusive
C-2	Lots 2516 - 2521, Inclusive
C-2	Lots 2522 - 2527, Inclusive
C-2	Lots 2528 - 2533, Inclusive
C-2	Lots 2534 - 2539, Inclusive
C-2	Lots 2540 - 2545, Inclusive
C-2	Lots 2546 - 2551, Inclusive
C-2	Lots 2552 - 2557, Inclusive
C-2	Lots 2558 - 2563, Inclusive
C-2	Lots 2564 - 2569, Inclusive
C-2	Lots 2570 - 2575, Inclusive
C-2	Lots 2576 - 2581, Inclusive
C-2	Lots 2582 - 2587, Inclusive
C-2	Lots 2588 - 2593, Inclusive
C-2	Lots 2594 - 2599, Inclusive
C-2	Lots 2600 - 2605, Inclusive
C-2	Lots 2606 - 2611, Inclusive
C-2	Lots 2612 - 2617, Inclusive
C-2	Lots 2618 - 2623, Inclusive
C-2	Lots 2624 - 2629, Inclusive
C-2	Lots 2630 - 2635, Inclusive
C-2	Lots 2636 - 2641, Inclusive
C-2	Lots 2642 - 2647, Inclusive
C-2	Lots 2648 - 2653, Inclusive
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C-2	Lots 2660 - 2665, Inclusive
C-2	Lots 2666 - 2671, Inclusive
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C-2	Lots 2678 - 2683, Inclusive
C-2	Lots 2684 - 2689, Inclusive
C-2	Lots 2690 - 2695, Inclusive
C-2	Lots 2696 - 2701, Inclusive
C-2	Lots 2702 - 2707, Inclusive
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C-2	Lots 2726 - 2731, Inclusive
C-2	Lots 2732 - 2737, Inclusive
C-2	Lots 2738 - 2743, Inclusive
C-2	Lots 2744 - 2749, Inclusive
C-2	Lots 2750 - 2755, Inclusive
C-2	Lots 2756 - 2761, Inclusive
C-2	Lots 2762 - 2767, Inclusive
C-2	Lots 2768 - 2773, Inclusive
C-2	Lots 2774 - 2779, Inclusive
C-2	Lots 2780 - 2785, Inclusive
C-2	Lots 2786 - 2791, Inclusive
C-2	Lots 2792 - 2797, Inclusive
C-2	Lots 2798 - 2803, Inclusive
C-2	Lots 2804 - 2809, Inclusive
C-2	Lots 2810 - 2815, Inclusive
C-2	Lots 2816 - 2821, Inclusive
C-2	Lots 2822 - 2827, Inclusive
C-2	Lots 2828 - 2833, Inclusive
C-2	Lots 2834 - 2839, Inclusive
C-2	Lots 2840 - 2845, Inclusive
C-2	Lots 2846 - 2851, Inclusive
C-2	Lots 2852 - 2857, Inclusive</

Pages 72-71



THE HARBORS AT LAKE CHESTERFIELD
Total 172 Single-family Lots

BISCAYNE HARBOR (Whitcomb Development, Inc.)

C-1	Lots 506 - 511, Inclusive	6 Lots
C-1	Lots 512 - 519, Inclusive	8 Lots
C-1	Lots 520 - 529, Inclusive	10 Lots
C-2	Lots 420 - 423, Inclusive	4 Lots
TOTAL		44 Lots

LACUNA HARBOR (J. R. Mayer Enterprises)

N-1	Lots 517 - 521, Inclusive	5 Lots
N-2	Lots 560 - 575, Inclusive	16 Lots
N-3	Lots 475 - 492, Inclusive	18 Lots
N-4	Lots 424 - 426, Inclusive	3 Lots
TOTAL		42 Lots

KEYWEST HARBOR (Papin Builders, Inc.)

P-1	Lots 522 - 525, Inclusive	4 Lots
P-2	Lots 407 - 419, Inclusive	13 Lots
P-2	Lots 443 - 453, Inclusive	11 Lots
P-2	Lots 459 - 474, Inclusive	16 Lots
TOTAL		44 Lots

NEPORT HARBOR (Kingsway Homes, Inc.)

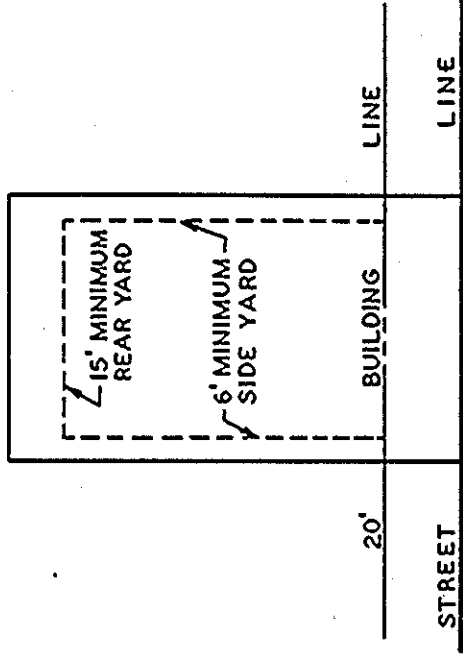
R-1	Lots 512 - 516, Inclusive	5 Lots
R-2	Lots 401 - 406, Inclusive	6 Lots
R-2	Lots 493 - 497, Inclusive	5 Lots
R-2	Lots 501 - 505, Inclusive	5 Lots
R-3	Lots 427 - 442, Inclusive	16 Lots
R-3	Lots 454 - 458, Inclusive	5 Lots
TOTAL		42 Lots

U.S.G.S. BENCHMARK
444-56 Elevation 624.13; "H" cut on southwest corner of south headwall on Manchester Road. Located 37.5' south from centerline of Manchester Road and 0.67 mile west from centerline of Strecher Road.

SITE BENCHMARK
Elevation 712.39; O.I.P. 95' north of centerline of Manchester Road at Station 4+36.25.

Bearing system was adopted from a survey by Volt Engineering & Surveying, Inc. during April, 1985.

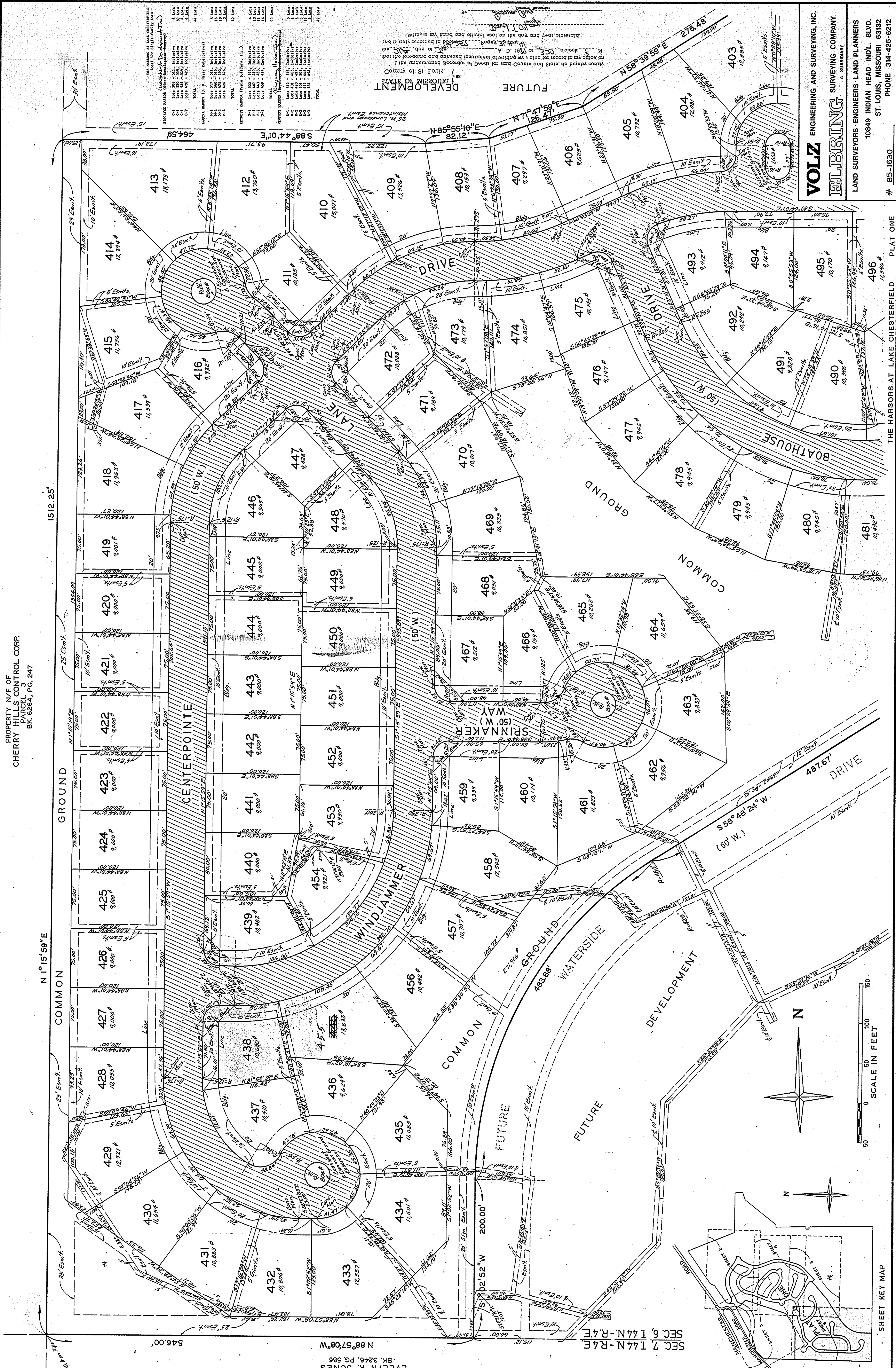
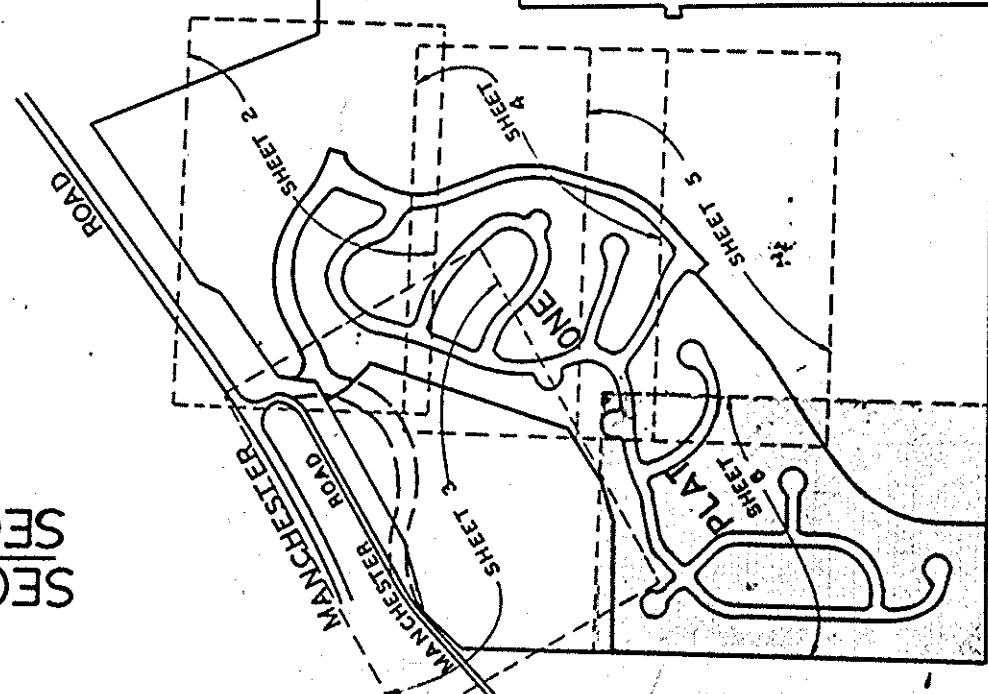
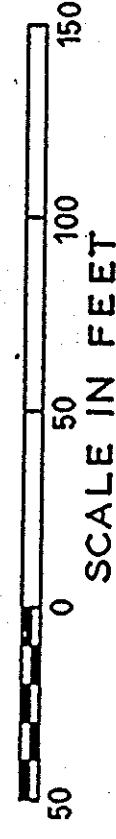
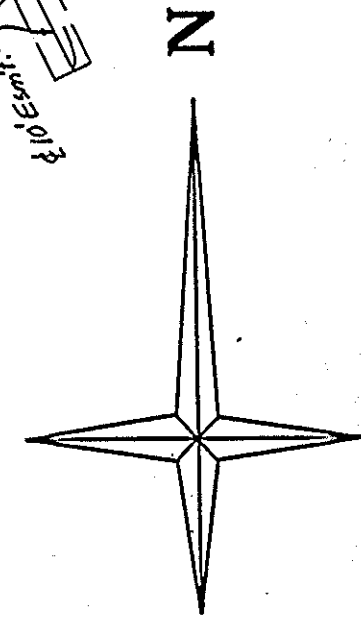
Property referenced from Chicago Title Company Commitment No. 126445-14949, dated February 5, 1985.



TYPICAL LOT

VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
PHONE 314-426-6212

DIV



VOLZ ENGINEERING AND SURVEYING, INC.

ELBRING SURVEYING COMPANY
A SUBSIDIARY

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

10849 INDIAN HEAD IND'L. BLVD.
ST. LOUIS, MISSOURI 63132
PHONE 314-426-6212

A5-1630

76-43

ZONED "MXD" ORDINANCE NO. 12551

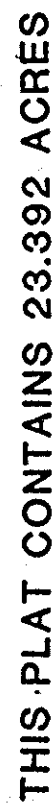
11230001.1. All easements shown outside of this plat are included in this plat and will terminate upon recording of future plats.

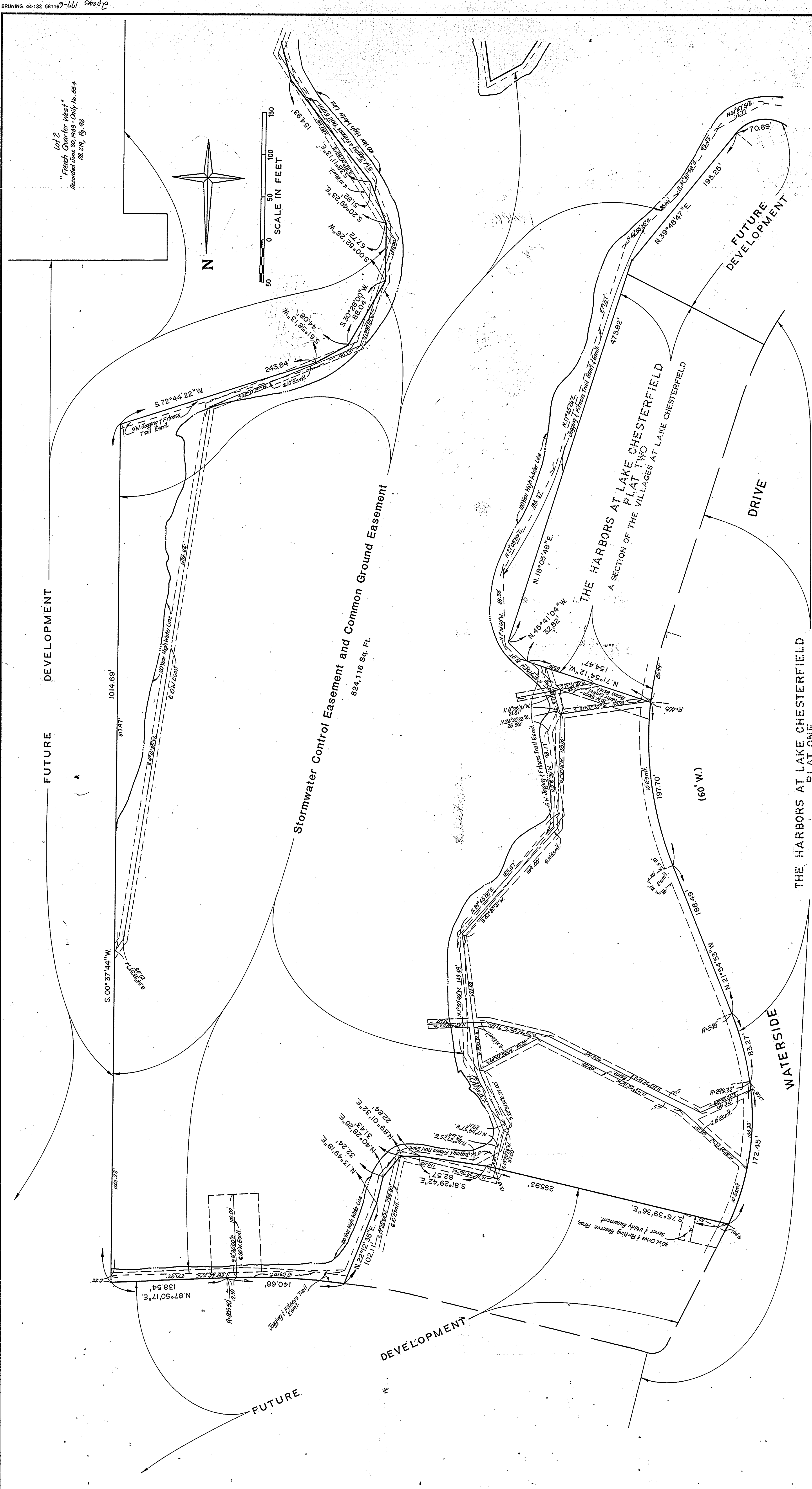
11-5-87

MARK TWAIN STATE BANK

THE HARBORS AT LAKE CHESTERFIELD
PLAT TWO

LAND SURVEYORS · ENGINEERS · LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
85-1630 PHONE 314-426-6212





THIS PLAT CONTAINS 23.392 ACRES

THE HARBORS AT LAKE CHESTERFIELD PLAT THREE

VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD INDL. BLVD.
ST. LOUIS, MISSOURI 63132
85-1630 PHONE 314-426-6212

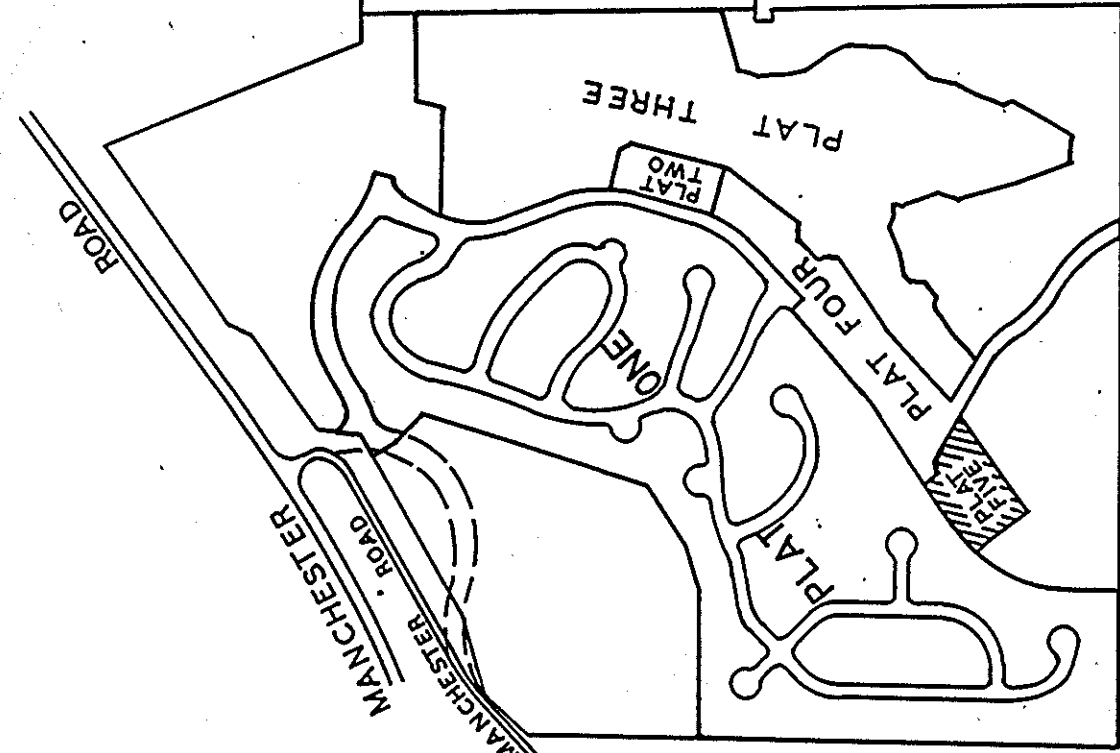
County Fee 50.00
State User Fee 33.00
Total 83.00

BOOK 215 PAGE 14
FILED FOR RECORD

MAY 5 1988

APR 20 10:00 A.M.
RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

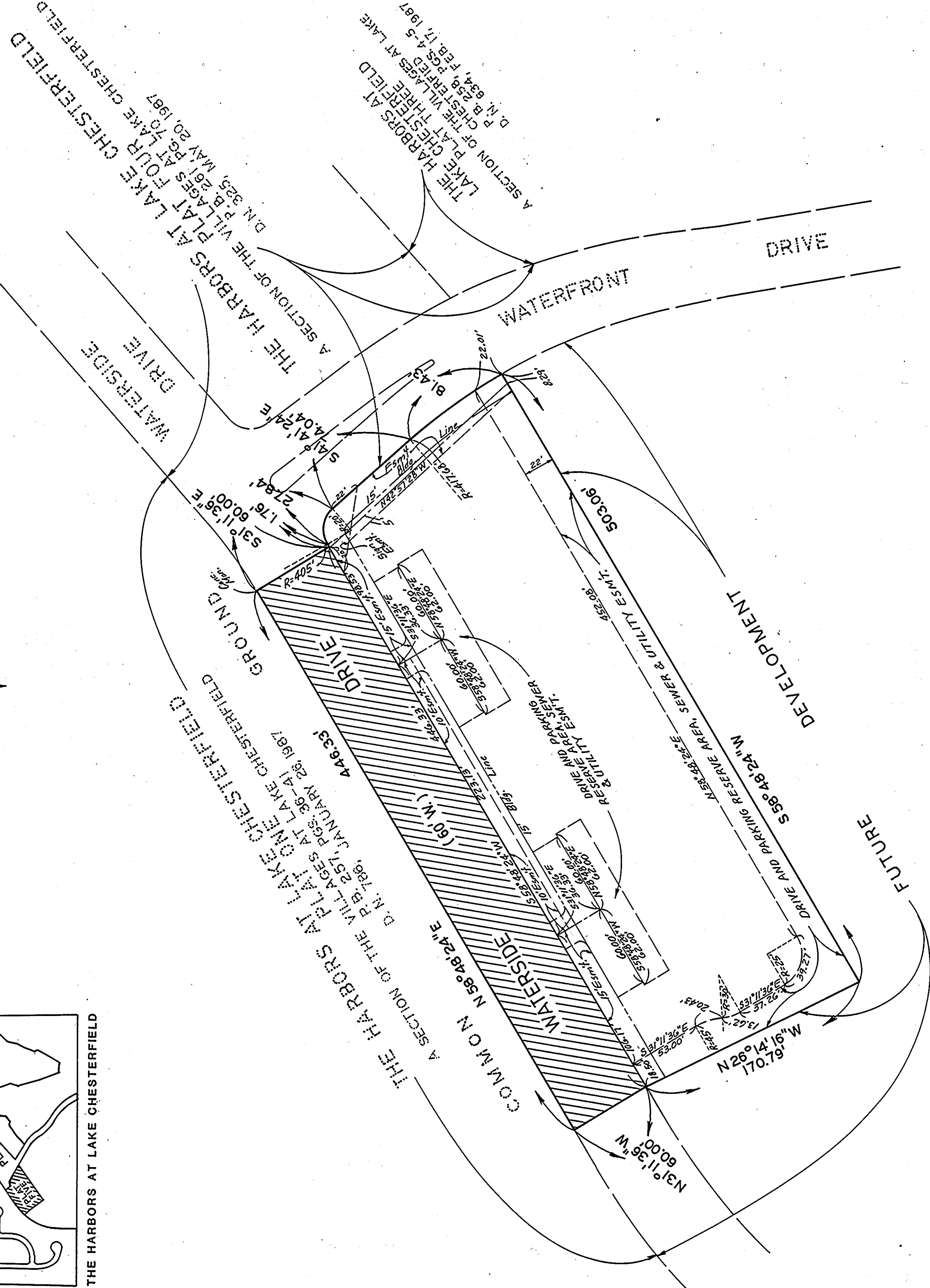
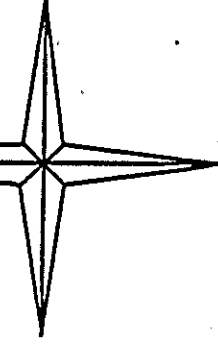
2352



THE HARBORS AT LAKE CHESTERFIELD

0 50 100 150
SCALE IN FEET

N



U.S.G.S. BENCHMARK

444-56 Elevation 634.13: "1" cut on southwest corner of south Newell on Manchester Road. Located 37.5' south of intersection of Manchester Road and 0.57' mile west from centerline of Streeter Road.

SITE BENCHMARK

Elevation 712.39: O.L.P. 95' north of centerline of Manchester Road at Station 4+36.55.

Bearing system was adopted from a survey by Volz Engineering & Surveying, Inc. during April, 1985.

THIS PLAT CONTAINS 2.515 ACRES.

THE HARBORS AT LAKE CHESTERFIELD PLAT FIVE

A SECTION OF THE VILLAGES AT LAKE CHESTERFIELD

A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 44 NORTH - RANGE 4 EAST
ST. LOUIS COUNTY, MISSOURI
ZONED "MXD" ORDINANCE NO. 12551

This is to certify that we have during the month of March, 1988, by order of J. L. Mason of Missouri, Inc., made a Survey and Subdivision of "A" tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri", and that the results of said Survey and Subdivision are hereby reported on this Plat. This survey was executed in compliance with the current standards for professional land surveying as set forth by the Missouri Department of Natural Resources, Division of Geology and Land Survey. Monuments as shown on this plat will be set upon completion of construction.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 27th day of April, 1988.

VOLZ ENGINEERING & SURVEYING, INC.

Richard W. Nurrell
Richard W. Nurrell, President
Land Survey Division
Mo. Reg. L.S. #1437

He, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall be known as "The Harbors at Lake Chesterfield Plat Five, A, Section of The Villages at Lake Chesterfield."

Waterside Drive, 60' wide, which for better identification is shown hachured on this plat, is hereby dedicated to St. Louis County for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are dedicated to St. Louis County, Missouri, for the use of the County Water Company, Laclede Gas Company, Inc., Electric Company, Southwestern Bell Telephone Company, Metropolitan St. Louis Sewer District for sanitary sewers only, cable company, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Drive and parking reserve areas, sewer and utility easements are for the use and benefit of the present and future owners or residents of this subdivision and may be used for parking, ingress, and egress, sewers, and public utilities. These streets are private, and are to remain private forever, never to be maintained by St. Louis County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April, 1988.

J. L. MASON OF MISSOURI, INC.

Alfred L. Hicks
Alfred L. Hicks,
Vice President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 27th day of April, 1988, before me personally appeared J. L. Mason of Missouri, Inc., who being by me duly sworn, did say that he is the Vice President of J. L. Mason of Missouri, Inc., a corporation organized and existing under the laws of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Alfred L. Hicks acknowledged said instrument to be the free act and deed of said corporation.

ADDENDUM TO OWNER'S SCRIPT

The sign easement as shown on this plat is hereby dedicated to J. L. Mason of Missouri, Inc., their successors or assigns as their interests may appear for the purpose of constructing, maintaining, and repairing signs.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

10-1-90

Michael T. Taylor
Michael T. Taylor,
Notary Public

The undersigned holder or legal owner of notes secured by deed recorded in Book 845, Page 1243 of the St. Louis County Records, joins in and approves in every detail this subdivision of "The Harbors at Lake Chesterfield Plat Five, A Section of The Villages at Lake Chesterfield".

IN WITNESS WHEREOF, it has signed and sealed the foregoing this 27th day of April, 1988.

MARK TWIN BANK, N.A.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 28th day of April, 1988, before me personally appeared *Mark Twin*, who being by me duly sworn, did say that he is the President of Mark Twin Bank, N.A., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said *Mark Twin* acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

4/9/90

Mary Ann Taylor
Mary Ann Taylor,
Notary Public

MARY ANN TAYLOR, Notary Public
County of St. Louis, State of Missouri
My Commission Expires April 8, 1990

This is to certify that this subdivision plat of The Harbors at Lake Chesterfield Plat Five, A, Section of The Villages at Lake Chesterfield has been approved by the St. Louis County Council on this 28th day of April, 1988.

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

Donald E. Clark
Donald E. Clark
Director of Planning
Date 5/4/88

VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
85-1630 PHONE 314-426-6212

County Fee \$50.00
State User Fee \$3.00
Total \$53.00

BOOK 278 PAGE 88
FILED FOR RECORD

AUG 8 1988

At 12:40 o'clock P. M.
RECORDED BY DEEDS
ST. LOUIS COUNTY, MO.

394

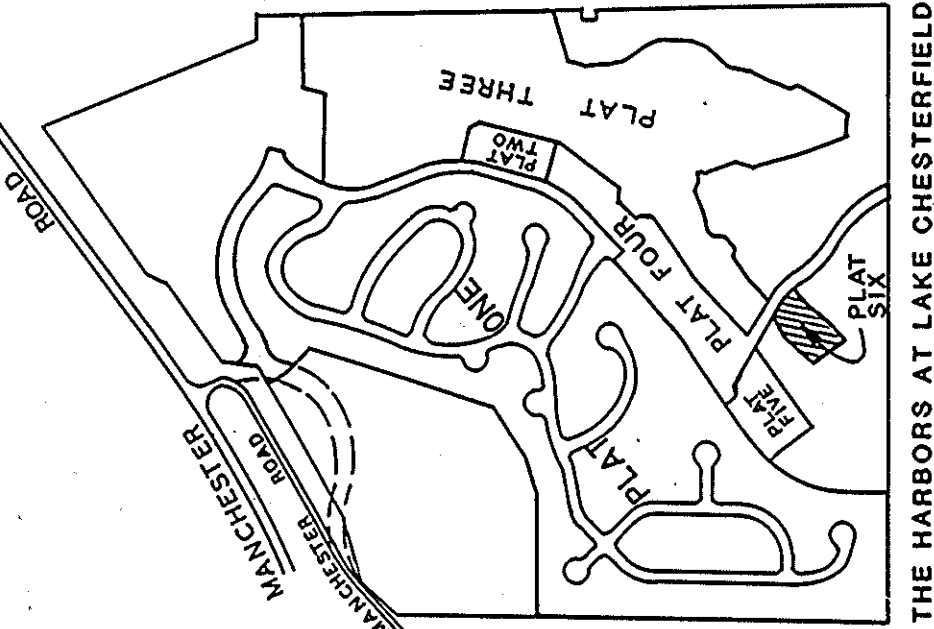
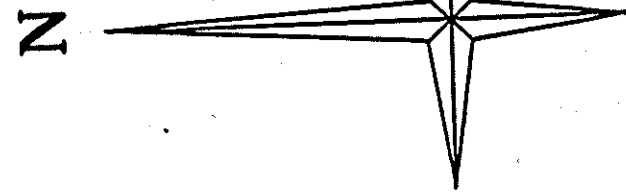
U.S.G.S. BENCHMARK

444-56 Elevation 634.13: "1" cut on southeast corner of south headwall on Manchester Road. Located 37.5' south from centerline of Manchester Road and 0.07 mile west from centerline of Strecker Road.

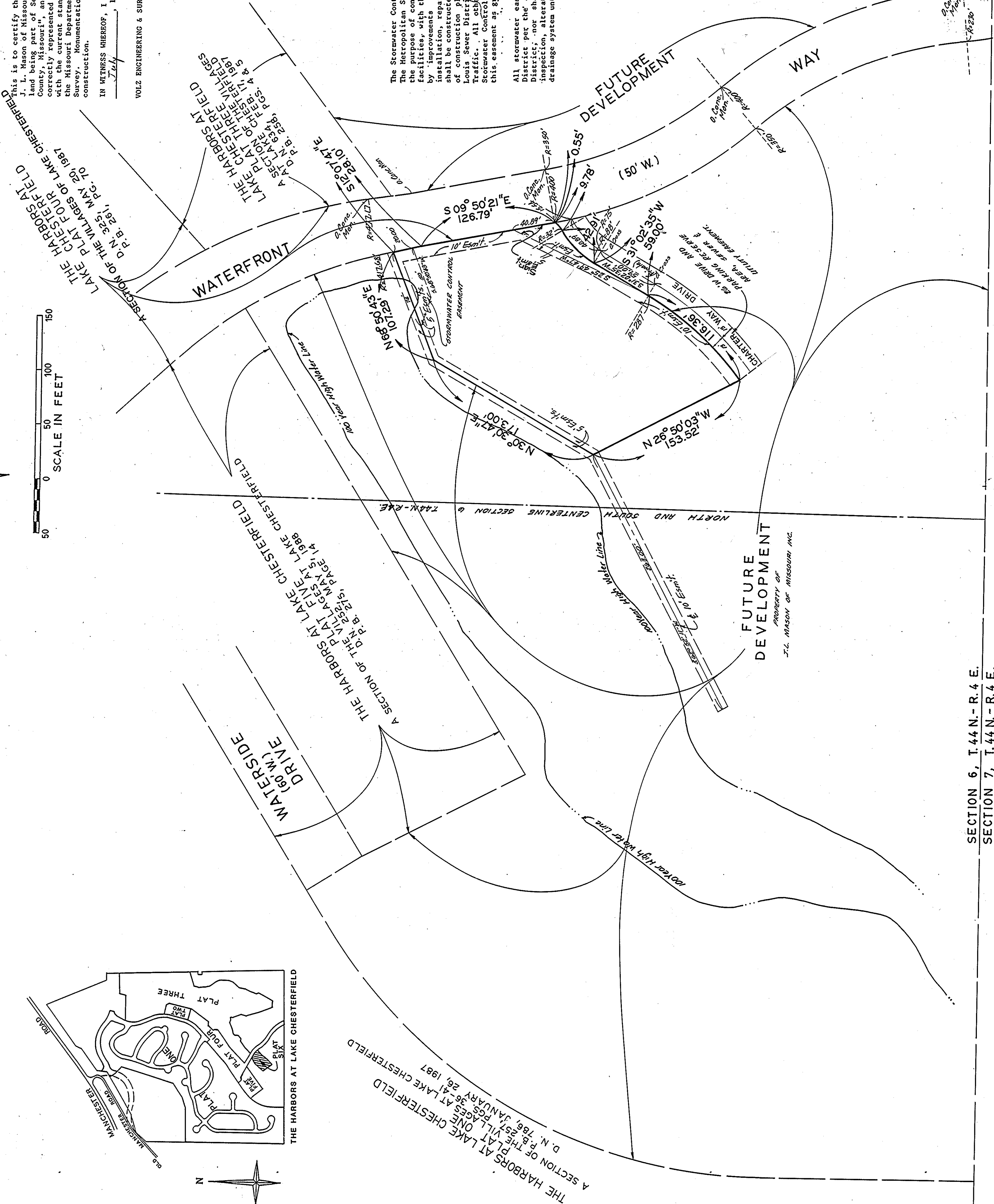
SITE BENCHMARK

Elevation 712.39: O.I.P. 95' north of centerline of Manchester Road at Station 4+36.55.

Bearing system was adopted from a survey by Volz Engineering & Surveying, Inc. dating April, 1985.



SCALE IN FEET
0 50 100 150



This is to certify that we have during the month of July, 1988, by order of J. L. Mason of Missouri, Inc., made a Survey and Subdivision of "A tract of land being part of Section 6, Township 44 North - Range 4 East, St. Louis County, Missouri", and that the results of said Survey and Subdivision are hereby shown on this plat. This survey was executed in compliance with the current standards for surveying, boundary, and subdivision surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey. Monumentation shown on this plat will be set upon completion of construction.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 21st day of July, 1988.

Richard W. Throckmorton
Richard W. Throckmorton, President
Land Survey Division
No. Reg. L.S. #1437

VOLZ ENGINEERING & SURVEYING, INC.

ADDENDUM TO OWNER'S SCRIPT

The Stormwater Control Easement as shown on this plat is hereby dedicated to the Metropolitan St. Louis Sewer District, their successors and assigns for the purpose of constructing, maintaining, and repairing stormwater drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of drainage facilities. No structures shall be constructed within the Stormwater Control Easement without submittal of construction plans and the written permission of the Metropolitan St. Louis Sewer District and the St. Louis County Department of Highways and Traffic. All other utility easements herein depicted as being within the Stormwater Control Easement are hereby made a part of and subordinate to this easement and are dedicated to the Metropolitan St. Louis Sewer District.

All stormwater easements as dedicated to the Metropolitan St. Louis Sewer District put the above and not be in the possession or control of the District for the purpose of construction, repair, operation, removal or relay on any stormwater drainage system until it accepts said easement for dedication.

THE HARBORS AT LAKE CHESTERFIELD PLAT SIX A SECTION OF THE VILLAGES AT LAKE CHESTERFIELD A TRACT OF LAND BEING PART OF SECTION 6, TOWNSHIP 44 NORTH - RANGE 4 EAST ST. LOUIS COUNTY, MISSOURI ORDINANCE NO. 12551

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall be known as "The Harbors at Lake Chesterfield Plat Six, A Section of the Villages at Lake Chesterfield."

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to St. Louis County, Missouri, St. Louis County Water Company, Laclede Gas Company, Union Electric Company, Southeastern Bell Telephone Company, Metropolitan St. Louis Sewer District for sanitary sewers only, cable company, their successors and assigns as easements may appear for the purpose of constructing, maintaining, and the right of temporary access and storage of materials and equipment for the replacement and storage of materials and equipment for the replacement, repair, or replacement of said utilities, sewers and drainage facilities.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Drive and parking reserve areas, sewer and utility easement. Is for the use and benefit of the present and future owners or residents of this subdivision and may be used for parking, access, ingress, egress, sewers, and public utilities. This street is private, and shall remain private forever, never to be maintained by St. Louis County, Missouri.

The sign easement as shown on this plat is hereby dedicated to J. L. Mason of Missouri, Inc., their successors or assigns as their interests may appear for the purpose of constructing, maintaining, and repairing signs.

IN WITNESS WHEREOF, I have hereto set my hand this 23rd day of July, 1988.

J. L. MASON OF MISSOURI, INC.

Alfred L. Hicks
Alfred L. Hicks, President
St. Vice President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 23rd day of July, 1988, before me personally appeared Alfred L. Hicks, known to me to be the duly sworn and qualified Vice President of J. L. Mason of Missouri, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument was the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and the said Alfred L. Hicks acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: 10-1-90

Robert D. Baker
Robert D. Baker, Notary Public

The undersigned holder or legal owner of notes secured by deed recorded in Book 275, Page 013 of the St. Louis County Recorder, joins in and approves in every detail this subdivision of "The Harbors at Lake Chesterfield Plat Six, A Section of the Villages at Lake Chesterfield."

IN WITNESS WHEREOF, it has signed and sealed the foregoing this 26th day of July, 1988.

HARK TWIN BANK, N.A.

HO WATKINS
HO WATKINS, President
Vice President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 26th day of July, 1988, before me personally appeared HO WATKINS, known to me to be the duly sworn and qualified President of Hark Twin Bank, N.A., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument was the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said HO WATKINS acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: 4/8/90

Mary Ann Anderson
Mary Ann Anderson, Notary Public

This is to certify that this subdivision plat of "The Harbors at Lake Chesterfield Plat Six, A Section of the Villages at Lake Chesterfield" has been approved by the St. Louis County Council on this 1st day of August, 1988.

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

Donald E. Clark
Donald E. Clark, Director of Planning
Date 8/1/88

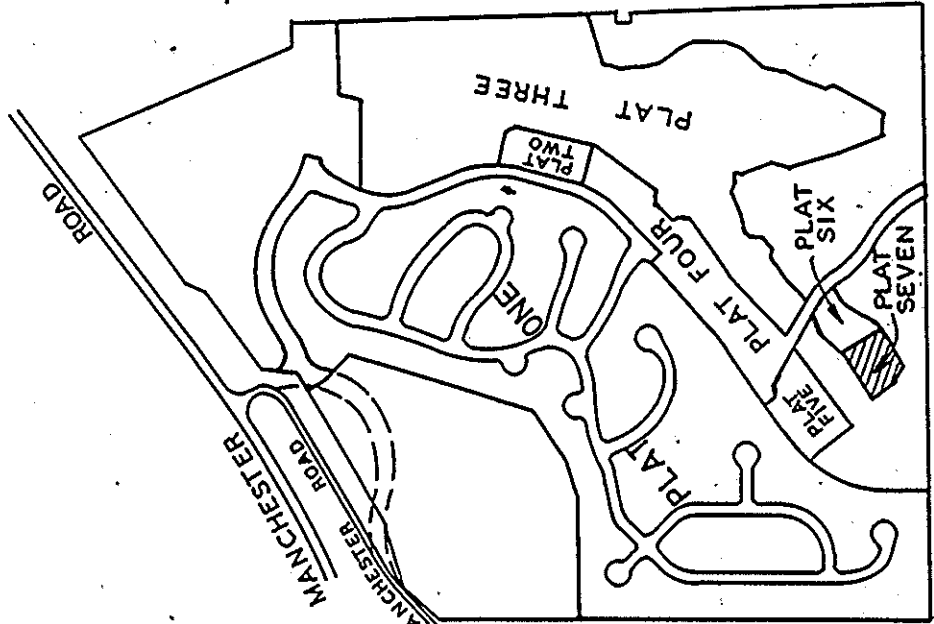
VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
95-1630 PHONE 314-426-6212

THIS PLAT CONTAINS 0.901 ACRES.

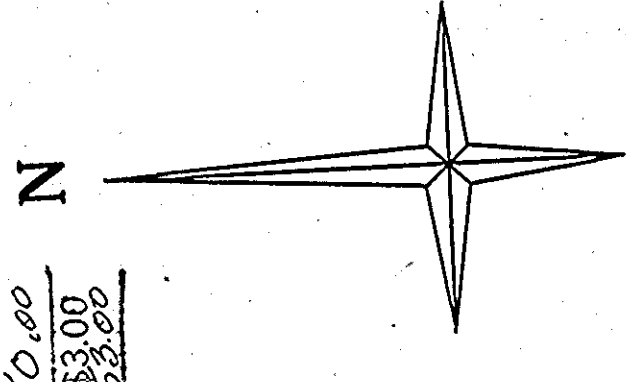
THE HARBORS AT LAKE CHESTERFIELD PLAT SIX

U.S.G.S. BENCHMARK
444-56' Elevation 634.13; "H" cut on southwest County Fee 50.00
corner of south headwall on Manchester Road. State User Fee \$3.00
Located 37.5' south from centerline of Manchester Road. Total
Road and 0.67 mile west from centerline of Strocker
Road.
SITE BENCHMARK
Elevation 712.39; 0.12' 95' north of centerline
of Manchester Road at Station 4+36.55.
Bearing system was adopted from a survey by
Volte, Engineering & Surveying, Inc. during
April, 1989.

BOOK 288 PAGE 60
FILED FOR RECORD
JUN 19 1989
RECORDED
ST. LOUIS COUNTY, MO.
203



THE HARBORS AT LAKE CHESTERFIELD



SCALE IN FEET
0 50 100 150

STATE OF MISSOURI)
County of St. Louis)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing plat of land was duly recorded in my office on the 19th day of May, A.D. 1989, at 1:17 P.M. and is truly recorded in Plat Book 288, Page 60.

Witness my hand and official seal on the day and year aforesaid.
Recorder of Deeds
By *Frank J. Hensley*
Recorder of Deeds

THE HARBORS AT LAKE CHESTERFIELD PLAT SEVEN

A SECTION OF THE VILLAGES AT LAKE CHESTERFIELD

A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 44 NORTH - RANGE 4 EAST
ST. LOUIS COUNTY, MISSOURI
ZONED "MXD" ORDINANCE NO. 12551

We, the undersigned owners of the tract of land herein platted and further subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "The Harbors at Lake Chesterfield Plat Seven, A Section of The Villages at Lake Chesterfield".

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to St. Louis County, Missouri, St. Louis County Water Company, Laclede Gas Company, Union Electric Company, Conestoga Telephone Company, Metropolitan St. Louis Sewer District, and the Missouri State Highway Department, for the purpose of maintaining, repairing, and improving the same, and for the purpose of constructing, maintaining, and repairing of public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements or the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Drive and parking reserve area, sewer and utility easement is for the use and benefit of the present and future owners or residents of this subdivision and may be used for parking, ingress, and egress, sewers, and public utilities. This street is private and is to remain private forever, never to be maintained by St. Louis County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of Oct. 1988.

J. L. MASON OF MISSOURI, INC.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 5th day of October, 1988, before me, the undersigned, appeared Alfred L. Hicks, who being by me duly sworn did say that he is the Vice President of J. L. Mason of Missouri, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Alfred L. Hicks acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 10th day of October, 1988.

My Commission Expires: 10-1-90

Notary Public
Volte, Engineering & Surveying, Inc.

The undersigned holder or legal owner of notes secured by deed recorded in Book 234, Page 520 of the St. Louis County Records, joins in and approves in every detail this subdivision of "The Harbors at Lake Chesterfield Plat Seven, A Section of The Villages at Lake Chesterfield".

IN WITNESS WHEREOF, it has signed and sealed the foregoing this 5th day of October, 1988.

Jefferson Bank and Trust Company

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 5th day of May, 1989, before me personally appeared Donald E. Clark, who being by me duly sworn did say that he is the Vice President of J. L. Mason of Missouri, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Donald E. Clark acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: 10-05-91

Notary Public
Volte, Engineering & Surveying, Inc.

This is to certify that this subdivision plat of "The Harbors at Lake Chesterfield Plat Seven, A Section of The Villages at Lake Chesterfield" has been approved by the St. Louis County Council on this 19th day of May, 1989.

ST. LOUIS COUNTY DEPARTMENT OF PLANNING
Donald E. Clark
Director of Planning
5/19/89
Date

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

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ST. LOUIS COUNTY DEPARTMENT OF PLANNING

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

THIS PLAT CONTAINS 0.790 ACRES.

SECTION 6, T.44 N.-R.4 E.
SECTION 7, T.44 N.-R.4 E.

THE HARBORS AT LAKE CHESTERFIELD PLAT SEVEN

85-1630

ST. LOUIS, MISSOURI 63132

PHONE 314-426-6212



VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132

THE HARBORS AT LAKE CHESTERFIELD ADDITION

BOOK 263 PAGES 49-51
FILED FOR RECORD

JUN 29 1987

At 11:11 O'clock A.M.
RECORDED OF DEEDS
ST. LOUIS COUNTY, MO

223

A TRACT OF LAND IN THE
NORTHEAST QUARTER OF SECTION 7, T. 44 N. - R. 4 E.
ST. LOUIS COUNTY, MISSOURI
PLANNED ENVIRONMENT UNIT
ORDINANCE NO. 12935

County Fee 125.00
State User Fee \$3.00
Total 128.00

This is to certify that we have during the month of June, 1987, by order of J. L. Mason of Missouri, Inc., made a Survey and Subdivision of "A tract of land in the Northeast Quarter of Section 7, Township 44 North - Range 4 East, St. Louis County, Missouri", and that the results of said Survey and Subdivision are correctly represented on this plat. This survey was executed in compliance with the current standards for property boundary surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey. Monuments as shown on this plat will be set upon completion of construction.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 19th day of June, 1987.

VOLZ ENGINEERING & SURVEYING, INC.

Richard W. Norvelt
Richard W. Norvelt, President
Land Survey Division
Mo. Reg. L.S. #1437

Robert N. Volz
Robert N. Volz
Mo. Reg. L.S. #741

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "The Harbors at Lake Chesterfield Addition". Saint Thomas Isle Lane, Waterfront Way, Grand Isle Court, Mission Bay Court, Marina Del Ray Lane, Cancun Circle Drive, Mission Bay Drive, and Venice Place Court, all 50' wide, Saint Thomas Isle, 38' wide, and the 15' wide dedication strip along the North line of Old State Road, 40' wide, together with all cul-de-sacs and roundings located at the street intersections, which for better identification are shown hachured on this plat, are hereby dedicated to St. Louis County for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to St. Louis County, Missouri, St. Louis County Water Company, Laclede Gas Company, Union Electric Company, Southwestern Bell Telephone Company, Metropolitan St. Louis Sewer District for sanitary sewers only, cable television company, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities.

The Stormwater Control Easement as shown on this plat is hereby dedicated to The Metropolitan St. Louis Sewer District, their successors and assigns for the purpose of constructing, maintaining, and repairing stormwater drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of drainage facilities. No structures shall be constructed within the Stormwater Control Easement without submittal of construction plans and the written permission of The Metropolitan St. Louis Sewer District and the St. Louis County Department of Highways and Traffic. All other utility easements herein depicted as being within the Stormwater Control Easement are hereby made subject to and subordinate to this easement as granted to The Metropolitan St. Louis Sewer District.

All stormwater easements as dedicated to The Metropolitan St. Louis Sewer District per the above, shall not be in the possession or control of the District, nor shall the District be responsible for the maintenance, inspection, alteration, repair, operation, removal or relay on any stormwater drainage system until it accepts said easement for dedication.

All common ground easements, such as cul-de-sac islands, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance. However, no above ground structure, other than required street lights or other public utilities in accordance with the approved improvement plans may be constructed or installed within a cul-de-sac island, divided street island, or median strip, without authorization by the St. Louis County Department of Highways and Traffic through the issuance of a Special Use Permit.

Building lines as shown on this plat are hereby established. This subdivision is subject to conditions and restrictions filed in Book 8154, Page 1127 of the St. Louis County Records.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Temporary turnaround easements are hereby dedicated to St. Louis County, Missouri for use as a temporary turnaround until such time as the public street is extended and accepted for maintenance by St. Louis County, following which said easement areas are considered to be automatically null and void.

The landscape and maintenance easement is hereby dedicated to the Trustees of The Harbors at Lake Chesterfield. Roadway maintenance, sidewalk and utility easements are hereby dedicated to St. Louis County, Missouri for public use forever.

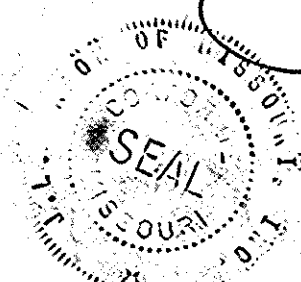
The sign easement as shown on this plat is hereby dedicated to J. L. Mason of Missouri, Inc. their successors and assigns as their interests may appear for the purpose of constructing and maintaining signs.

All Entrance Monument Easements as shown on this plat are hereby dedicated to the Trustees of this subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June, 1987.

J. L. MASON OF MISSOURI, INC.

Lawrence J. Maynes
Lawrence J. Maynes
President



STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 25th day of June, 1987, before me personally appeared *Lawrence J. Maynes*, who being by me duly sworn did say that he is the President of J. L. Mason of Missouri, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said *Lawrence J. Maynes* acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

10-1-90

Michael J. Falkner
Notary Public
Michael J. Falkner

The undersigned holder of legal owner of notes secured by deed recorded in Book 8045, Page 1043 of the St. Louis County Records, joins in and approves in every detail this subdivision of "The Harbors at Lake Chesterfield Addition".

IN WITNESS WHEREOF, it has signed and sealed the foregoing this 26th day of June, 1987.

MARK TWAIN BANK N.A.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 26 day of June, 1987, before me personally appeared *H.O. Watkins*, who being by me duly sworn did say that he is the *Senior Vice President* of Mark Twain Bank N.A., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said *H.O. Watkins* acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

11-5-87

Shirley J. Schardt
Notary Public
SHIRLEY J. SCHARDT

THE HARBORS AT LAKE CHESTERFIELD ADDITION
Total 158 Single-family Lots

BISCAYNE HARBOR (Whitehurst Development, Inc.)

W-1	Lots 13 - 23, Inclusive	11 Lots
W-2	Lots 44 - 48, Inclusive	5 Lots
W-3	Lots 125 - 129, Inclusive	5 Lots
W-4	Lots 138 - 144, Inclusive	7 Lots
W-5	Lots 147 - 158, Inclusive	12 Lots
TOTAL		40 Lots

LAGUNA HARBOR (J. R. Mayer Enterprises)

M-1	Lots 1 - 12, Inclusive	12 Lots
M-2	Lots 52 - 62, Inclusive	11 Lots
M-3	Lots 100 - 109, Inclusive	10 Lots
M-4	Lots 130 - 137, Inclusive	8 Lots
TOTAL		41 Lots

KEYWEST HARBOR (Papin Builders, Inc.)

P-1	Lots 24 - 43, Inclusive	20 Lots
P-2	Lot 51	1 Lot
P-3	Lots 63 - 67, Inclusive	5 Lots
P-4	Lots 86 - 99, Inclusive	14 Lots
TOTAL		40 Lots

NEWPORT HARBOR (Kingsway Homes, Inc.)

K-1	Lots 49 - 50, Inclusive	2 Lots
K-2	Lots 68 - 85, Inclusive	18 Lots
K-3	Lots 110 - 124, Inclusive	15 Lots
K-4	Lots 145 - 146, Inclusive	2 Lots
TOTAL		37 Lots

This is to certify that this subdivision plat of "The Harbors at Lake Chesterfield Addition" has been approved by the St. Louis County Council on this 25th day of June, 1987.

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

Donald E. Clark
Donald E. Clark
Director of Planning

Date 6-26-87

VOLZ ENGINEERING AND SURVEYING, INC.

ELBRING SURVEYING COMPANY
A SUBSIDIARY

LAND SURVEYORS · ENGINEERS · LAND PLANNERS

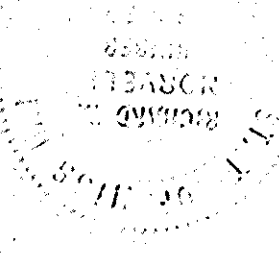
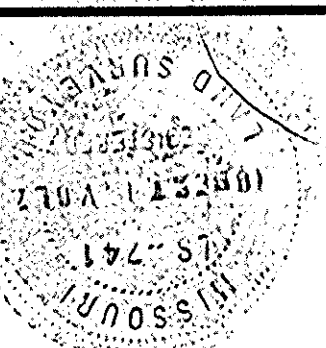
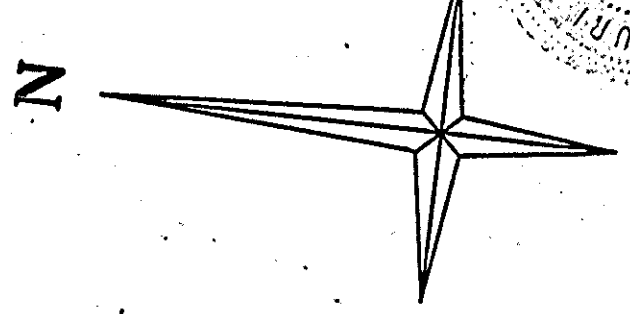
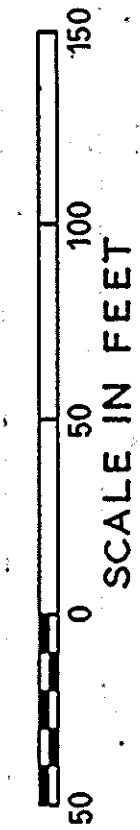
10849 INDIAN HEAD IND'L. (BLVD.

ST. LOUIS, MISSOURI 63132

PHONE 314-426-6212

86-2043

THE HARBORS AT LAKE CHESTERFIELD
ADDITION
SHEET 1 OF 3



Richard W. Norvell
Richard W. Norvell, President
Land Survey Division
Mo. Reg. L.S. #1437

Robert M. Volz
Robert M. Volz
Mo. Reg. L.S. #741

THE HARBORS AT LAKE CHESTERFIELD
ADDITION
SHEET 2 OF 3

BISCAYNE HARBOR (Whitcomb Development, Inc.)	
Lot 1 - 23, Inclusive	40 Lots
Lot 24 - 48, Inclusive	25 Lots
Lot 49 - 69, Inclusive	21 Lots
Lot 70 - 134, Inclusive	65 Lots
Lot 135 - 158, Inclusive	24 Lots
TOTAL	175 Lots
LAKE HARBOR (J. R. Meyer Enterprises)	
Lot 1 - 12, Inclusive	12 Lots
Lot 13 - 23, Inclusive	11 Lots
Lot 24 - 48, Inclusive	25 Lots
Lot 49 - 69, Inclusive	21 Lots
Lot 70 - 134, Inclusive	65 Lots
Lot 135 - 158, Inclusive	24 Lots
TOTAL	175 Lots
KEYSTONE HARBOR (Peggy Builders, Inc.)	
Lot 1 - 12, Inclusive	12 Lots
Lot 13 - 23, Inclusive	11 Lots
Lot 24 - 48, Inclusive	25 Lots
Lot 49 - 69, Inclusive	21 Lots
Lot 70 - 134, Inclusive	65 Lots
Lot 135 - 158, Inclusive	24 Lots
TOTAL	175 Lots
REPORT HARBOR (Kingway Homes, Inc.)	
Lot 1 - 12, Inclusive	12 Lots
Lot 13 - 23, Inclusive	11 Lots
Lot 24 - 48, Inclusive	25 Lots
Lot 49 - 69, Inclusive	21 Lots
Lot 70 - 134, Inclusive	65 Lots
Lot 135 - 158, Inclusive	24 Lots
TOTAL	175 Lots

THE HARBORS AT LAKE CHESTERFIELD
ADDITION
SHEET 2 OF 3

VOLZ ENGINEERING AND SURVEYING, INC.

ELBRING SURVEYING COMPANY
A SUBSIDIARY

LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD RD., BLDG.
ST. LOUIS, MISSOURI 63132
PHONE 314-426-6212



PROPERTY N/F OF
EVELYN R. JONES
3246 / 586

N 0° 28' 22" W

2228.75'

NORTH & SOUTH CENTRAL LINE OF SECTION 7

PROPERTY N/F OF
J. L. MASON OF MISSOURI, INC.
7961 / 2142

S 89° 08' 20" E

SECTION 6, T.44N-R.4E.
SECTION 7, T.44N-R.4E.

FRENCH QUARTER WEST
P. 219, P. 98
JUNE 30 1983

BOOK 278 PAGE 525 THRU 28
FILED FOR RECORD

JUL 22 1988
At 1:36 o'clock P.M.
RECORDED OF DEEDS
ST. LOUIS COUNTY, MO.
301

THE ESTATES AT LAKE CHESTERFIELD

County Fee 175.00
State User Fee \$3.00
Total 178.00

A TRACT OF LAND BEING PART OF
SECTIONS 5 AND 6, TOWNSHIP 44 NORTH - RANGE 4 EAST
ST. LOUIS COUNTY, MISSOURI
PLANNED ENVIRONMENT UNIT ORDINANCE NO. 13,760

This is to certify that we have during the month of May, 1988, by order of J. L. Mason of Missouri, Inc., made a Survey and Subdivision of "A tract of land being part of Sections 5 and 6, Township 44 North - Range 4 East, St. Louis County, Missouri", and that the results of said Survey and Subdivision are correctly represented on this plat. This survey was executed in compliance with the current standards for property boundary and subdivision surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey. Monuments as shown on this plat will be set upon completion of construction.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 14th day of July, 1988.

VOLZ ENGINEERING & SURVEYING, INC.

Richard W. Norvell
Richard W. Norvell, President
Land Survey Division
Mo. Reg. L.S. #1437

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "The Estates at Lake Chesterfield". Pierside Drive, of varying widths, Surfview Court, Trade Winds Court, Coral Reef Court, Barrier Reef Court, Sea Breeze Court, and Beacon Point Lane, all 50' wide, together with all cul-de-sacs and roundings located at the street intersections, which for better identification are shown hachured on this plat, are hereby dedicated to St. Louis County for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to St. Louis County, Missouri, St. Louis County Water Company, Laclede Gas Company, Union Electric Company, Southwestern Bell Telephone Company, Metropolitan St. Louis Sewer District for sanitary sewers only, cable company, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities.

The Stormwater Control Easement as shown on this plat is hereby dedicated to The Metropolitan St. Louis Sewer District, their successors and assigns for the purpose of constructing, maintaining, and repairing stormwater drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of drainage facilities. No structures shall be constructed within the Stormwater Control Easement without submittal of construction plans and the written permission of The Metropolitan St. Louis Sewer District and the St. Louis County Department of Highways and Traffic. All other utility easements herein depicted as being within the Stormwater Control Easement are hereby made subject to and subordinate to this easement as granted to The Metropolitan St. Louis Sewer District.

All stormwater easements as dedicated to The Metropolitan St. Louis Sewer District per the above, shall not be in the possession or control of the District, nor shall the District be responsible for the maintenance, inspection, alteration, repair, operation, removal or relay on any stormwater drainage system until it accepts said easement for dedication.

All common ground easements, such as cul-de-sac islands, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance. However, no above ground structure, other than required street lights or other public utilities in accordance with the approved improvement plans may be constructed or installed within a cul-de-sac island without authorization by the St. Louis County Department of Highways and Traffic through the issuance of a Special Use Permit.

Building lines as shown on this plat are hereby established. This subdivision is subject to conditions and restrictions filed in Book 8352, Page 479 of the St. Louis County Records, AND Book 8352 PAGE 494

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

No sign or monument shall be placed within the 30' x 30' street intersection sight triangles without first obtaining a Special Use Permit from St. Louis County Department of Highways and Traffic.

Temporary turnaround easements are hereby dedicated to St. Louis County, Missouri for use as a temporary turnaround until such time as the public street is extended and accepted for maintenance by St. Louis County, following which said easement areas are considered to be automatically null and void.

An easement of varying widths is thereby granted to the St. Louis County Water Company, its successors and assigns to lay, repair, replace, and forever maintain its water mains and hydrants in the easement delineated and shown on the plat hereon as "Easement to St. Louis County Water Co."

An easement of varying widths is thereby dedicated to Southwestern Bell Telephone Company, their successors and assigns, for the purpose of constructing, maintaining, and repairing public utilities with the right of temporary use of adjacent ground not occupied by improvements for the excavation, installation, repair, or replacement of said public utilities in the easement delineated and shown on the plat hereon as "Easement to Southwestern Bell Telephone Company". However, no trees or landscape may be removed without the authorization of the Trustees of The Estates at Lake Chesterfield.

An easement of varying widths is thereby dedicated to Metropolitan St. Louis Sewer District, its successors and assigns, for the purpose of constructing, maintaining, and repairing sanitary sewers, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said sanitary sewers in the easement delineated and shown on the plat hereon as "Easement to Metropolitan St. Louis Sewer District".

An easement of varying widths is thereby dedicated to Union Electric Company, its successors and assigns, for the purpose of constructing, maintaining, and repairing public utilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation, installation, repair, or replacement of said public utilities in the easement delineated and shown on the plat hereon as "Easement to Union Electric Company".

The Temporary Slope and Construction License as shown on this plat is hereby granted for the purpose of making cuts, fills, and sloping embankment, providing working room and implementing any and all other related construction items until such time as the work is completed and accepted by St. Louis County. Upon the granting or denial of acceptance by St. Louis County or its assigns this license shall terminate.

The entrance monument easements as shown on this plat are hereby dedicated to J. L. Mason of Missouri, Inc., their successors and assigns, as their interest may appear for the purpose of constructing, maintaining, and repairing an entrance monument.

The sign easement as shown on this plat is hereby dedicated to J. L. Mason of Missouri, Inc., their successors or assigns as their interests may appear for the purpose of constructing, maintaining, and repairing signs.

The Jogging and Fitness Trail Easement as shown on this plat is hereby dedicated to the Trustees of the aforementioned subdivision for the purpose of constructing, maintaining, and repairing a jogging and fitness trail.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of July, 1988.

J. L. MASON OF MISSOURI, INC.

Alfred L. Hicks
Alfred L. Hicks, Vice President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 14th day of July, 1988, before me personally appeared Alfred L. Hicks, who being by me duly sworn did say that he is the Vice President of J. L. Mason of Missouri, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Alfred L. Hicks acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

10-1-90

Michael T. Falkner
Notary Public

The undersigned holder or legal owner of notes secured by deed recorded in Book 8266, Page 247 of the St. Louis County Records, joins in and approves in every detail this subdivision of "The Estates at Lake Chesterfield".

IN WITNESS WHEREOF, it has signed and sealed the foregoing this 15th day of JULY, 1988.

Lomas and Nettleton

STATE OF TEXAS)
COUNTY OF DALLAS) SS

Deborah A. Bacon
AUTHORIZED OFFICER
DEBORAH A. BACON

On this 15th day of July, 1988, before me personally appeared Deborah A. Bacon, who being by me duly sworn did say that she is the Authorized Officer of Lomas and Nettleton Financial Corp., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Deborah A. Bacon acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

7-16-91

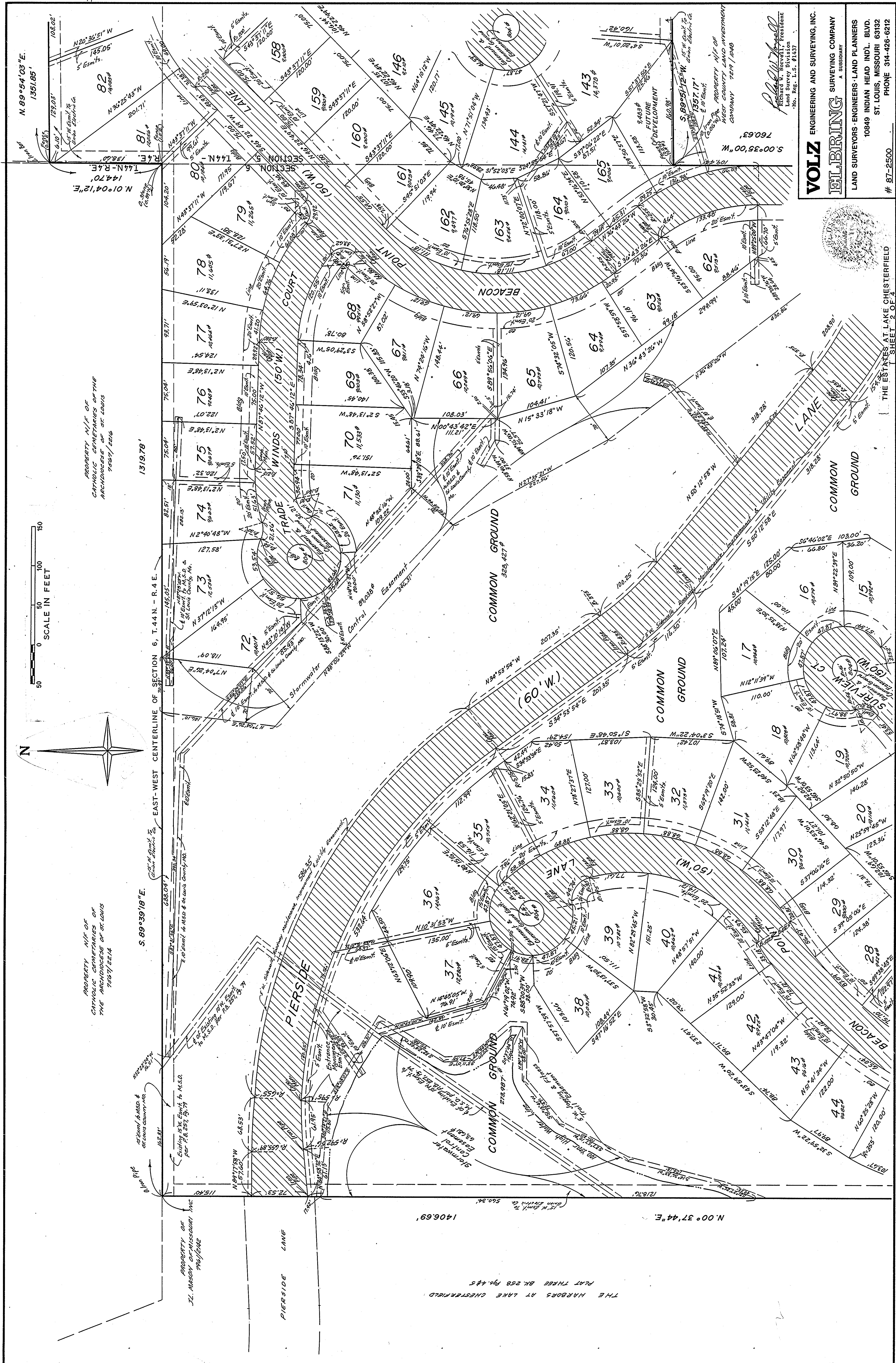
Melanie J. McCullough
Notary Public
Melanie J. McCullough

This is to certify that this subdivision plat of "The Estates at Lake Chesterfield" has been approved by the St. Louis County Council on this 14th day of July, 1988.

ST. LOUIS COUNTY DEPARTMENT OF PLANNING

Donald E. Clark
Donald E. Clark
Director of Planning
7/21/88
Date

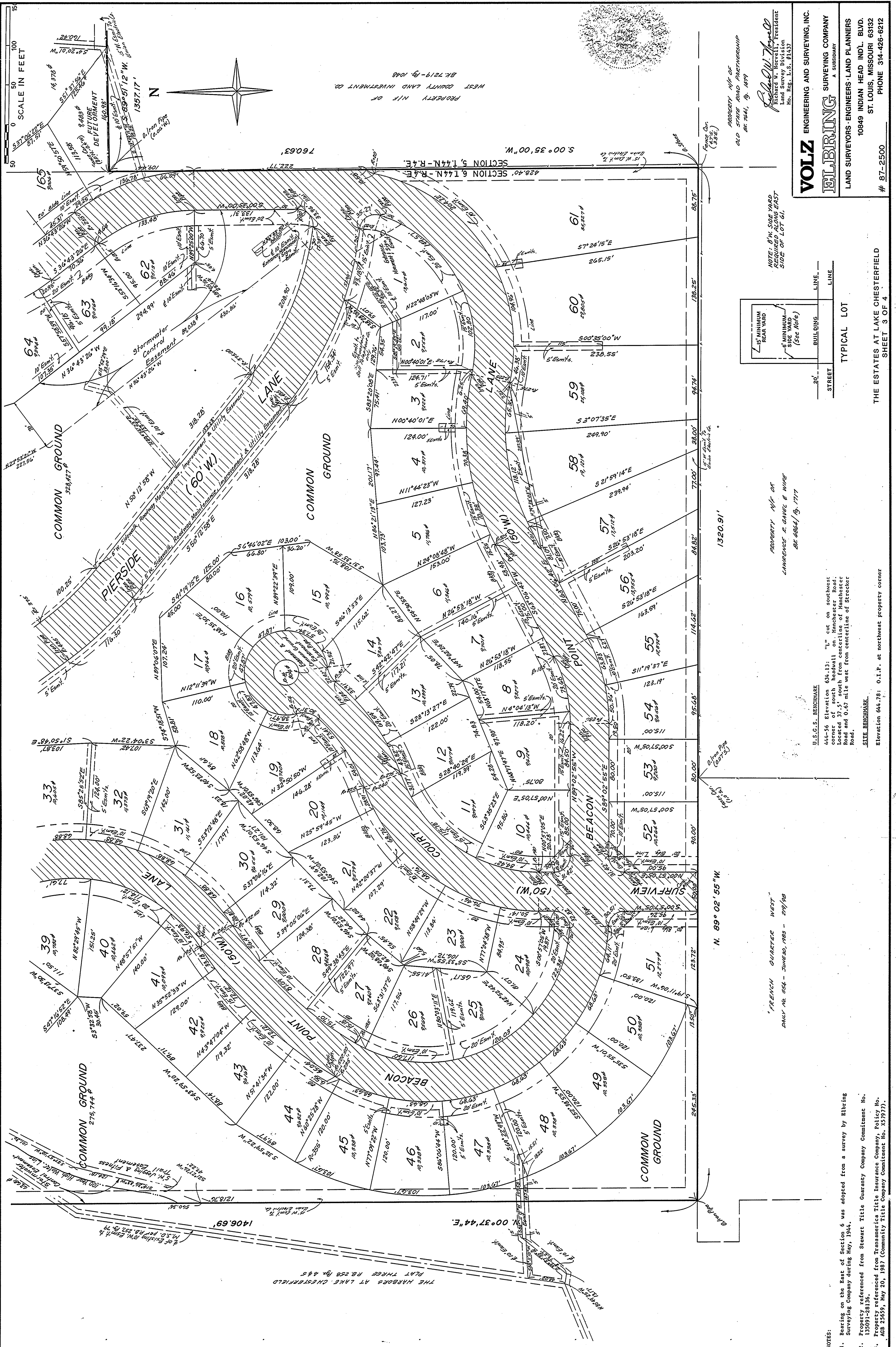
VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS · ENGINEERS · LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
87-2500 PHONE 314-426-6212



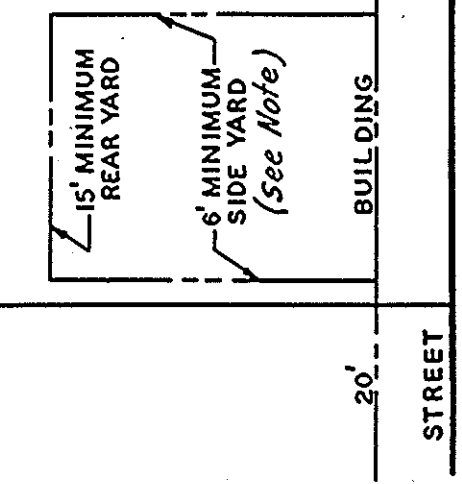
VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L. BLVD.
ST. LOUIS, MISSOURI 63132
PHONE 314-426-6212
87-2500



THE ESTATES AT LAKE CHESTERFIELD
SHEET 2 OF 4



VOLZ ENGINEERING AND SURVEYING, INC.
ELBRING SURVEYING COMPANY
A SUBSIDIARY
LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L BLVD.
ST. LOUIS, MISSOURI 63132
87-2500



PROPERTY N/E OF
LAURENCE & CANAL & WIRE
DE 6864/13, 17/17

"FRENCH QUARTER WEST"
ONLY NO. 554 - JUNE 20, 1983 - 219/198

U.S.G.S. BENCHMARK
444-56 Elevation 634.13; "I" cut on southeast corner of south headwall on Manchester Road. Located 37.5' south from centerline of Manchester Road and 0.67 mile west from centerline of Strecker Road.

SITE BENCHMARK
Elevation 644.78; O.I.P. at northwest property corner
Elevation 644.78; O.I.P. at northwest property corner

- NOTES:**
1. Bearing on the East of Section 6 was adopted from a survey by Elbring Surveying Company during May, 1946.
 2. Property referenced from Stewart Title Guaranty Company Commitment No. 135091-28136.
 3. Property referenced from Transamerica Title Insurance Company, Policy No. AOB 25659, May 20, 1987 (Community Title Company Commitment No. 257977).

THE ESTATES AT LAKE CHESTERFIELD
SHEET 4 OF 4