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

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1. **Title of Document:** Indenture of Trust and Restrictions For The Manors At Wilmer Valley
2. **Date of Document:** April 14, 2009
3. **Grantor(s):** Wilmer Road Holdings, LLC, a Missouri limited liability company
4. **Grantee(s):** The Manors At Wilmer Valley Homeowners Association
5. **Grantee's Mailing Address:** c/o Peruque Development, LLC
7800 Highway N
O'Fallon, MO 63366
6. **Legal Description:** See Exhibit A annexed to the document
7. **Reference(s) to Book and Page(s):** N/A

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations. This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Indenture of Trust and Restrictions. In the event of a conflict between the provisions of the attached Indenture of Trust and Restrictions and the provisions of this cover page, the attached Indenture of Trust and Restrictions shall prevail and control.

The Manors At Wilmer Valley v2

RODENS LANDSCAPING INC
7800 HWY N
O FALLON, MO 63368



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INDENTURE OF TRUST AND RESTRICTIONS FOR
THE MANORS AT WILMER VALLEY
CITY OF WENTZVILLE, ST. CHARLES COUNTY, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR THE MANORS AT WILMER VALLEY (the "Indenture"), made and entered into this 14th day of April, 2009, by and between Wilmer Road Holdings, LLC, a Missouri limited liability company, and Grau Management, Inc., a Missouri corporation (hereinafter collectively referred to as "Grantor"), and The Manors At Wilmer Valley Homeowners Association, a Missouri nonprofit corporation (hereinafter collectively referred to as "Grantee").

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of real property (the "Property") located in the City of Wentzville, St. Charles County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantor has caused the Property to be subdivided under the name "The Manors At Wilmer Valley" (the "Subdivision"), and has caused or will cause the record plat(s) of the Subdivision to be recorded in the St. Charles County Records (the "Record Plat"); and

WHEREAS, all of the Lots (as hereinafter defined) of the Subdivision will be single family residential lots; and

WHEREAS, common land has been or will be reserved on the plat(s) of the Subdivision, and there has been and will be designated, established and recited on such plat(s) certain streets, common land and easements which are for the exclusive use and benefit of the residents of the Subdivision, 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 sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may from time to time desire to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land, subdivided as aforesaid, as a restricted neighborhood, and to protect the same against certain uses by the adoption of this Indenture, to apply the plan contained in this Indenture to all of the land described herein, including common land, and to mutually benefit, guard and restrict future residents of the Subdivision and foster their health and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (herein sometimes collectively referred to as "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereby COVENANT and AGREE to and with each other,



collectively and individually, for themselves, their heirs, successors and assigns, and for and on behalf of all persons who may hereafter hold title to any of the lots or parcels of land in the Subdivision, all as hereinafter set forth:

ARTICLE I

DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Control Committee" shall have the meaning set forth in Article VI hereof.
2. "Builder" shall mean any Person who purchases vacant lots or parcels of land within the Subdivision for the purpose of constructing improvements thereon for sale or lease to third persons.
3. "City" shall mean and refer to the City of Wentzville, a political subdivision of the State of Missouri.
4. "City Development Ordinance" shall mean and refer to an ordinance of the City of Wentzville, Missouri, approving a Final Development Plan for "The Manors at Wilmer Valley" adopted as Ordinance 2631 on October 25, 2006, together with any future amendments or revisions to Ordinance 2631; this City Development Ordinance contains conditions relating to the development of The Manors at Wilmer Valley. A copy of the original City Development Ordinance is attached as **Exhibit B**.
5. "Common Property" (or words of similar import) shall mean and refer to all real property held by the Grantee for the common use and enjoyment of the Owners including, without limitation, parks, open spaces, recreational facilities, lakes, streets, paths, walkways, storm water and sanitary sewers and drainage facilities (including detention basins and retention facilities), and other such facilities. Nothing hereinabove contained shall constitute a representation that any of the enumerated facilities are or will be included in the Subdivision or constructed upon Common Property.
6. "Consumer Price Index" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1993-95=100), published by the Bureau of Labor Statistics, United States Department of Labor.
7. "County" shall mean and refer to St. Charles County, Missouri, a political subdivision of the State of Missouri.
8. "Grantee" shall mean and refer to The Manors At Wilmer Valley Homeowner's Association, a Missouri nonprofit corporation.
9. "Grantor" shall mean and refer to Wilmer Road Holdings, LLC, a Missouri limited liability company, together with its successors and assigns including, but not limited to,



the Builder(s) upon the Builder(s)' acquisition of one or more of the Lots. (The first Builder within the Subdivision is Grau Management, Inc. (d/b/a Grau Homes), a Missouri corporation, which owns two (2) lots within the Subdivision; because of its ownership interests, Grau Management, Inc. is also a "Grantor" as to this Indenture.)

10. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for The Manors At Wilmer Valley, City of Wentzville, St. Charles County, Missouri, as from time to time amended.

11. [Intentionally omitted.]

12. "Lot" shall mean and refer to any plot of land, with the exception of Common Property, shown on the Record Plat(s) and any amendment or amendments thereto as may be recorded in the St. Charles County Records, including initially Lots 1 through 90 of the Subdivision, upon which Builder(s) will construct single family detached residences. As of April 6, 2009, the Final Development Plan for The Manors at Wilmer Valley authorizes an overall lot count of 264 lots.

13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interest as security for the performance of an obligation and excluding Grantor.

14. "Person" shall mean a natural person, a corporation, a partnership, a trustee, or any other legal entity.

15. "Prime Rate" shall mean for any day, the highest rate from time to time reported in the Money Rates column or any successor column of The Wall Street Journal (the "Journal"), currently defined as being the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks, even if such rate was never actually charged by such bank. In the event the Journal publishes more than one rate, the highest of such rates shall be the "Prime Rate," or if the Journal publishes a retraction or correction of the rate, the new rate shall be the "Prime Rate." In the event the Journal ceases publishing the Prime Rate, the "Prime Rate" shall mean the from time-to-time publicly announced floating prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors.

16. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

17. [Intentionally omitted.]

18. "Subdivision" shall mean and refer to The Manors At Wilmer Valley, as per plat(s) thereof recorded or to be recorded in the St. Charles County Records.



ARTICLE II

DURATION OF TRUST

The Indenture of Trust herein created shall continue until such time as the plats of the Subdivision may be vacated by the City's Board of Aldermen, or its successors, whereupon fee simple title to the Common Property shall vest in the then record Owners of all Lots constituting a part of the Subdivision as tenants in common; provided, however, the rights of said tenants in the Common Property shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in the Common Property so that none of the Owners of Lots and none of the owners of the Common Property shall have such rights of ownership as to permit them to convey their interest in the Common Property except as is incident to the conveyance of their Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership in the Common Property; and, provided further, no such conveyance shall abrogate the rights, powers and authority conferred upon the Grantee under this Indenture.

ARTICLE III

RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Property.

Further, until such time as ninety-five percent (95%) of all Lots in the Subdivision have been conveyed to Owners, Grantor reserves the right to receive and retain any monies, damage payments or condemnation awards for any portion of the Property or interest therein which is condemned or conveyed in lieu of condemnation.

ARTICLE IV

DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF LOT OWNERS

1. Original Directors. The original Directors of the Grantee shall be Scott Grau, Jeffrey D. Kolb and Mark Roden, who, by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor resign other than as required by Section 2 of this Article IV, refuse to act, become disabled or die, Grantor shall have the power to appoint, by duly written, recorded instrument, a successor Director who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

2. Election of Directors. Immediately upon the sale of one hundred twenty-five (125) lots (which is slightly less than 50% of the lots authorized to be developed in the subdivision) or at such earlier time as Grantor may determine, Grantor shall cause the resignation



of one of the original directors, and a successor director shall be elected by the then Lot Owners. Immediately upon the sale of 95% of the lots authorized to be developed in the subdivision, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of a second original director, and a successor director shall be elected by the then Lot Owners. Immediately upon the sale of 100% of the lots authorized to be developed in the subdivision, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of the third original director then serving hereunder, and the then Lot Owners shall elect a third successor director. The Grantee shall through its Bylaws determine the terms of the successor directors.

All such actions described in this Section 2. shall meet the requirements of Section 410.170.B. of the City of Wentzville, Missouri, Zoning Code.

Within ninety (90) days after the City has issued occupancy permits ("Permits") for one hundred twenty-five (125) Lots (which is slightly less than 50% of the Lots authorized to be developed in the Subdivision), or at such earlier time as Grantor shall determine, Grantor shall cause the resignation of one (1) of the original Directors, and a successor Director shall be elected by the then Lot Owners. Within ninety (90) days after the City has issued Permits for ninety-five percent (95%) of the Lots authorized to be developed in the Subdivision, or at such earlier time as Grantor shall determine, Grantor shall cause the resignation of a second original Director, and a successor Director shall be elected by the then Lot Owners. The two (2) Directors elected by the Lot Owners pursuant to the foregoing provisions shall serve until thirty (30) days after the City has issued Permits for all Lots authorized to be developed in the Subdivision, or until such earlier time as Grantor may determine, whereupon the term of such elected Director shall expire, Grantor shall cause the resignation of the third original Director then serving hereunder, and the then Owners shall elect three (3) successor Directors, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election. Thereafter, all Directors shall be elected for terms of three (3) years.

3. **Manner of Conducting Elections; Meetings of Owners.** (a) The elections for the first two (2) successor Directors under Article IV, Section 2 of this Indenture may be by mail. Notice of call for nominations shall be sent to all Owners, who shall have thirty (30) days to return their nominations to Grantor. All nominations received will be compiled on a ballot and mailed to all Owners, who shall have thirty (30) days to return their votes to Grantor. The person receiving the most votes shall be elected the successor Director; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes shall be elected the Director unless he/she also declines to serve, in which event the position shall be given to the next highest vote recipient who accepts the position. In the event of a tie, a runoff election shall be conducted by mail in the aforesaid manner. For purposes hereof, nominations and/or ballots shall be deemed timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30th) day.

Except as provided in Article IV, Section 3(a) of this Indenture, all elections of Directors shall be conducted at an annual meeting of the Owners (subject to the provisions of Section 5 hereof) to be held on the first Tuesday of March of each year (or such other date as determined by the Directors) or at a special meeting of the Owners. Each annual or special meeting of the Owners shall be preceded by notice signed by the Directors then in office or should there be no



Directors, then by three (3) such Owners, sent by mail to or personally served upon all Owners at least twenty (20) days before the date fixed for the meeting. The notice shall specify the time and place of meeting, which shall be in the County. At such meeting or at any adjournment thereof, the majority of the Owners attending such meeting, in person or by proxy, shall have the power to elect the Director(s). All Directors so elected shall serve until their successors have been duly appointed or elected and qualified. At such meeting, each Owner entitled to vote for a Director, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Owner constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Directors shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Subdivision may be transacted at any meeting of Owners called in conformity with the procedure described above. Twenty-five percent (25%) of all Owners shall constitute a quorum for the purpose of electing the Director(s) and otherwise conducting any business coming before a meeting.

4. Qualification of Directors. Any Director elected under the provisions of this Article shall be an Owner in the Subdivision, or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Directors shall appoint an Owner to act as the successor for the unexpired portion of the term of the Director no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the City's City Council or its successors may, upon the petition of any concerned resident or Owner in the Subdivision, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in accordance with this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Lots and shall not be subject to any limitations on special assessments contained in this Indenture.

5. For the period from the date of execution hereof until such time as there are fewer than two original Directors still serving, at the option of the Directors, no annual meeting of the Owners need be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of reporting to and/or advising the Directors concerning the status and operation of the Property. Such advisory board may hold informal meetings of members if so desired by the advisory board, but such meetings are not required.

ARTICLE V

DIRECTORS' DUTIES AND POWERS

In addition to the rights, powers, duties and authorities described throughout this Indenture, the Directors shall have the following rights, powers, duties and authorities:

1. Acquisition of Common Property. To acquire, receive, hold, convey, dispose of and administer the Common Property in trust and in accordance with and pursuant to the provisions of this Indenture. Without limiting the generality of the foregoing, during the period Grantor has the right under Article X, Section 4 of this Indenture to amend this Indenture, the Directors shall cooperate with Grantor in its development of the Subdivision, and, provided the City's Ordinances (including the City Development Ordinance as well as all others) are at all times complied with, to facilitate such development, the Directors shall have the right, in their discretion, to adjust and reconfigure the Common Property and to convey and exchange portions thereof to the from time to time owners of adjoining Lots.

2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance markers, lights, gates, fences, retaining walls, park areas, lakes, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities constituting Common Property as may be shown on the record plat(s) of the Subdivision, 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 the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Subdivision.

3. Maintenance of Common Property. To exercise control over the Common Property for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on the 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 residents in the Subdivision; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and residents in the Subdivision and according to the discretion of the Directors.

4. [Intentionally omitted.]

5. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Subdivision whenever such dedication would be accepted by a public agency.

6. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property. Notwithstanding anything contained in this Indenture to the contrary, the Directors shall grant Grantor, the City, AmerenUE, Charter Communications, CenturyTel, and other public authorities, and their respective successors and assigns, the perpetual right and easement to enter the Common Property at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees. The

provisions of this Article V, Section 6, shall not be amended, modified or deleted without the prior written consent of Grantor.

7. Enforcement. To prevent any infringement and compel performance of any restriction set out in this Indenture or established by law and any rules or regulations issued by the Directors governing the use of the Common Property. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Directors is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Directors may impose sanctions for violation of this Indenture including, without limitation, the following:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. In the absence of the Directors' determination to the contrary, the fine shall be \$50.00 for the first violation, \$75.00 for the second violation and \$100.00 for the third and subsequent violations. The fine(s) may be doubled every thirty (30) days a violation continues. The Owners may vote to change the general fine schedule set forth herein by a majority vote of the Owners at a meeting where a quorum is present. The Directors shall issue notices of fines, and before a fine shall be final, the Owner shall be given ten (10) days to appeal and request a hearing in front of the Directors. If no request for a hearing or appeal is filed, the fine shall be final on the tenth (10th) day after notice was sent by first-class mail or hand delivery. If a hearing is requested, the Directors may uphold, modify or eliminate the fine, which such action shall be final upon written notice to the Owner; and/or

(ii) suspending an Owner's right to vote; and/or

(iii) suspending any services provided by the Directors to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Directors; and/or

(iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and/or

(v) exercising self-help or taking action to abate any violation of this Indenture in a non-emergency situation; and/or

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Directors or their designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and/or

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.



All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Directors' discretion. A decision not to enforce shall not be construed a waiver of the right of the Directors to enforce such provision at a later time under other circumstances or preclude the Directors from enforcing any other covenant, restriction or rule.

The Directors, by contract or other agreement, may permit the City to enforce ordinances within the Property for the benefit of the Subdivision.

8. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Subdivision, and to charge the Owners thereof with the reasonable expenses so incurred. The Directors, their agents or employees, shall not be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

9. Plans and Specifications. As more specifically provided in Article VI of this Indenture, to consider, approve or reject plans and specifications for all buildings and structures and any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment and landscaping proposed for construction, erection or installation on any Lot. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request or a reversal of any past request for similar approval.

10. Deposits. To require a reasonable deposit in connection with the proposed erection of any building, structure, fence, detached building, outbuilding, swimming pool, tennis court, or other structure in the Subdivision to assure that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels and all damage to subdivision improvements repaired.

11. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Directors and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Property.

12. Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.



13. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Property for a public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Directors need be made parties, and any proceeds received shall be held by the Directors for the benefit of those entitled to the use of said Common Property.

14. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated by an Owner.

15. Directors' Easements. (a) Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross in favor of the Directors for ingress and egress to perform their obligations and duties as required by this Indenture. Should it be necessary to enter any Lot to effect a repair or to perform any maintenance or other duty of the Directors under this Indenture, the employees, agents, contractors and subcontractors engaged by the Directors shall have authority to do so upon presentation to the Owner of a work order or other directive from the Directors.

(b) The Directors are also hereby granted perpetual easements to maintain any portions of the Common Property which encroach upon the Lots.

(c) All easements and rights herein established for the benefit of the Directors shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

16. Owners' Easements. Perpetual easements for the use of the Common Ground are hereby established appurtenant to each and every Lot for use by the Owners thereof, their families and guests, invitees and servants. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on Grantor and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

17. Easements. In addition to all other easements established in this Indenture or on the Plat, easements are hereby established in favor of the Directors, the Owners and the applicable utility companies to construct, reconstruct, repair, replace and maintain any sanitary or storm sewers, water, electric, gas, cable television or telephone lines or connections, and to enter upon the Lots or Common Ground to repair, replace and generally maintain said connections. Notwithstanding any other provision of this Indenture, if the Directors deem the repair, replacement or maintenance of any such connection to be an emergency, the Directors shall have the right in their discretion to repair, replace or maintain such connection and assess the cost thereof against the Owners of the Lots served thereby, and each Owner covenants to pay any such assessment upon demand. If not paid when due, such assessment shall be and become a continuing lien on the benefited Lot and the personal obligation of the Owner, and shall be subject to collection in the manner set forth in Article VIII hereof.



ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment under Article VIII of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis court or other improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree with a two and one-half inch (2.5") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been approved in writing by the Directors or, if appointed by the Directors in their sole discretion, an Architectural Control Committee composed of three (3) or more representatives. Reference herein to the "Architectural Control Committee" shall mean and refer either to the Committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required, and this provision will be deemed fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. All requests hereunder shall be submitted to the Architectural Control Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Control Committee at the address from time to time designated for such purposes, or when receipted by the Architectural Control Committee if sent to the Committee at the aforesaid address by postage prepaid, registered or certified mail, return receipt requested. No Lots owned by Grantor (including any successor builder) shall be subject to the provisions of this, Section 1, and all such Lots shall be exempt from the requirement hereunder for architectural review and approval.

2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Architectural Control Committee under Article VI, Section 1 of this Indenture, the following restrictions shall apply to all Lots within the Subdivision:

(a) No fence, hedge or mass planting shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line without the approval of the Architectural Control Committee and appropriate governmental authorities.

(b) No fence may be erected on any Lot that borders Common Ground without the approval of the Architectural Control Committee.

(c) No Lot Owner shall change the appearance of any improvements within or upon the Common Ground.



(d) No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Directors, cause any increase in the premiums of any insurance policies carried by the Directors or by the Owners of any Lots other than those affected by such change.

(e) No separate detached buildings, storage sheds, barns or other structures are to be placed on any Lot within the Subdivision.

(f) Room, garage or other additions to the improvements on any Lot must be of similar materials and siding color as the main structure, and all specifications of material, plans and colors must first receive approval from the Architectural Control Committee.

(g) All driveways on the Lots shall be either asphalt or concrete.

ARTICLE VII

MAINTENANCE MATTERS

1. Sewers and Drainage Facilities.

(a) Directors' Responsibility - Common Property. The City shall be responsible for the maintenance, repair and replacement of the hard infrastructure serving as drainage facilities (e.g. private sanitary pipes and storm sewer pipes, if any) located in the Subdivision.

On the other hand, the Directors shall be responsible for maintenance of the grass and surface areas, including any retention basins and/or detention areas, if any, located on any Common Property as shown on the Record Plat of the Subdivision.

(b) Owners' Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

2. Public Pedestrian Trail Easement. The Manors at Wilmer Valley will include within its geographic limits certain "Public Pedestrian Trail Easements." Each Lot Owner is advised that this Public Pedestrian Trail Easement is part of a larger trail system being planned within the City of Wentzville. For those portions of the Public Pedestrian Trail Easement within the Subdivision, the Grantee will have responsibility for the maintenance of the Public Pedestrian Trail Easement. With respect to those portions of the Public Pedestrian Trail Easement which are outside the geographic limits of the Subdivision, parties other than the Grantee will be responsible for such maintenance.

By acceptance of a deed to any lot, the Lot Owners acknowledge agreement and understanding that the use of the Public Pedestrian Trail Easement will not be exclusive to the Lot Owners, and that the Lot Owners will through their assessments pay for the maintenance of the Public Pedestrian Trail Easement within the Subdivision even though the Public Pedestrian Trail Easement will be available to other members of the public who are not Lot Owners.



ARTICLE VIII

ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay annual and special assessments as fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a charge on and continuing lien against the Lot against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the Owner of the Lot at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and for the rendering of services in the furtherance of such purposes including, but not limited to, carrying out the functions herein authorized; the acquisition, improvement, maintenance and operation of the Common Property; the payment of taxes and insurance on the Common Property; the repair, maintenance, replacement and addition to the Common Property; and for the cost of labor, equipment, materials, management and supervision of the Common Property.

3. Annual Assessments. (a) By November 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall estimate the total amount necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies which it anticipates will be required in the performance of their duties under this Indenture during the ensuing calendar year together with an amount which they consider necessary as a reasonable reserve for any future needs and contingencies. On or about December 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall notify the Owners in writing as to the amount of such estimate, which shall be uniformly assessed against the Owners of all Lots.

(b) In the event the Directors shall at any time during the year determine that their estimate under Paragraph (a) of this Section 3 is insufficient to meet current operating expenses, the Directors may revise their budget for the balance of the calendar year to such an amount as is actually necessary to pay such maintenance expenses and to fund a reserve, and within fifteen(15) days thereafter, shall notify the Owners in writing as to the amount of the revised budget, which shall be uniformly assessed against the Owners of all Lots.

(c) Notice of each levy under this Article VIII, Section 3 shall be given by first class, postage prepaid mail addressed to the last known or usual post office address of each Owner or by posting a notice of the assessment upon the Lot against which it applies. Each assessment levied hereunder shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty (30) days following such due date.

4. Aesthetic Amenities. In addition to the foregoing, the Directors are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing the following designated aesthetic amenities: (1) three or more areas of upgraded



stamped concrete street sections; (2) decorative street lights; (3) decorative street signs; and (4) concrete paver stones. Any assessment made under authority granted in this Section 4 shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Directors shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

Grantor and the Directors agree that City shall have no responsibility for installation, maintenance, repair or replacement of upgraded stamped concrete street sections; decorative street lighting; decorative street signs; or concrete paver stones. Grantor, Grantee, and their successors and/or assigns, agree that, if, because of the failure of Grantee (as determined solely by the City) to do so, the City has to make emergency repairs to any of the aesthetic amenities because of concerns for public safety, the City shall be entitled to reimbursement for all costs of repair from Grantee, its successors and/or assigns. If in making repairs, there is any replacement of materials, such replacement of the aesthetic amenities shall be done with the installation of standard equipment and materials.

5. Trail Facilities. In addition to the foregoing, the Directors are authorized to make separate annual assessments upon and against each Lot for the purpose of maintaining or repairing trail facilities located within the Subdivision; PROVIDED, HOWEVER, the separate power granted to the Directors under this Section 5 shall expire with the calendar year following the acceptance of any such trail facilities for maintenance by an appropriate governmental entity or public utility. Any assessment made under authority granted in this Section 5 shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Directors shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

6. Special Assessments. If at any time the Directors consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the required assessment to the then Owners. If such assessment is approved, either by a majority of the votes cast in person and by proxy at a meeting of the Owners called by the Directors or on written consent of a majority of the total votes entitled to vote, the Directors shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, each Owner shall be entitled to one (1) full vote, except that only those who have paid all assessments theretofore made shall be entitled to vote. Notice of any special assessment shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

7. Capitalization. (a) Upon acquisition of record title to a Lot by the first Owner thereof other than Grantor, a one-time contribution in an amount to be determined by the Grantor shall be made by or on behalf of such Owner to the working capital of the Subdivision. The amount to be contributed pursuant to this Section 7 shall be in addition to, not in lieu of, the assessments levied under Sections 3, 4, 5 and 6 of this Article VIII, and shall not be considered an advance payment of such assessments.

8. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, such assessment



shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

9. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the Prime Rate from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Directors may execute, acknowledge and record in the St. Charles County Records an instrument reciting the levy of the assessment, and thereafter institute an appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of a notice, the Directors shall cause to be executed and recorded (at the expense of the Owner of the affected Lot) a release of said lien.

The lien for assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings bank, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon the Lot with respect to which assessments become due and payable prior to the sale or transfer of such Lot at foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

10. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

- (i) all Common Property;
- (ii) all properties exempted from taxation under the laws of the State of Missouri; and
- (iii) all Lots owned by Grantor until occupied or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

Notwithstanding any provision of this Indenture to the contrary, if the assessments levied in any year under Sections 3, 4, 5 or 6 of this Article VIII are insufficient to support all budgeted expenses, Grantor may, but shall not be obligated to, advance funds to the Directors for such purposes, and if it does so, shall have the right to be repaid the amount of all such advances with interest thereon at the rate of one percent (1%) over the Prime Rate.

11. Keeping of Funds. The Directors shall deposit the funds coming into their hands as Directors in a bank protected by the Federal Deposit Insurance Corporation.

12. Ordinance Compliance. Notwithstanding any other conditions herein, the Directors shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the City, including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as



are dedicated to public bodies or agencies), and for such purposes shall not be limited to the maximum assessment provided for herein.

13. Change of Ownership. Upon the conveyance of any Lot in the Subdivision other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Directors written notice of such conveyance and pay the Directors a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Directors' expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 9 of this Article VIII.

14. Limitation of Rights of Delinquent Owner. For and during the period of their delinquency, any Owner who is delinquent in the payment of assessments hereunder shall not have the right to vote or serve as a Director hereunder, or the right to use and enjoy any recreational facilities on the Common Property.

ARTICLE IX

RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such Lot is bordered or the side or rear Lot lines than the front building line or side or rear set-back lines shown on the plat(s) of the Subdivision.

3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.

4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

5. Lighting. Except for seasonal holiday decorative lights which may only be displayed between December 1 and January 10, all exterior lighting must be approved by the Architectural Control Committee, and in no event shall any exterior lighting be directed outside the boundaries of a Lot or other parcel.



6. Leases. No residence constructed on a Lot shall be rented by the Owner thereof for transient purposes, and each lease of a residence shall be of at least one (1) year duration and expressly made subject to the provisions and conditions of this Indenture and of any rules and regulations adopted by the Directors. Further, no lease of any residence shall be effective unless and until a copy thereof identifying the lessee thereunder and containing the terms herein required has been delivered to the Directors.

7. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or Common Property in the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing, no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, dirt bikes, minibikes, tractors, truck-tractors, campers, or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Property.

8. Maintenance of Lots. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys, tools, cases, crates or any discarded item shall not be left on any Lot overnight, and no exterior front yard appurtenances such as sculptures, bird baths or similar personal property items shall be placed in the front yard of any Lot.

9. [Intentionally omitted.]

10. Obstructions. There shall be no obstruction of any portion of the Common Property or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Property or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

11. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets not kept for any commercial purpose and provided that such pets are at all times leashed and no "runs" or other outside structures (which shall not include in-ground electric fences which are hereby expressly permitted) are erected or installed therefore. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

12. Trucks, Boats, Etc. No trucks (other than pick-up trucks not exceeding 3/4 ton) or commercial vehicles, buses, boats, motorcycles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision.

13. Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Property or on any Lot. If any such motor vehicle is so stored or remains on the aforesaid premises, the Directors may take the necessary steps to remove the same at the Owner's expense.

14. Vehicular Sight Lines . No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee.

15. Out Buildings. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden shed, barn or other out building shall be installed, constructed or maintained on any Lot at any time. All playground equipment and playhouses shall be placed on a Lot so as to not be visible from any Subdivision street.

16. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein.

17. [Intentionally omitted.]

18. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

19. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are and/or will be reserved as shown on the recorded plat(s) of the Subdivision. 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.

20. 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 Property. 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 Property.



21. Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac island, divided street entry island, or median strip

22. Fences. (a) With the prior written consent of the Architectural Control Committee, fences complying with the standards established under paragraph (b) of this Section 22 shall be permitted on the Lots. The decision of the Architectural Control Committee to approve or reject a fence hereunder shall be conclusive. The Architectural Control Committee may require an application to be submitted setting forth the proposed location, material and height of all such fences.

(b) The Architectural Control Committee's review of all requests for approval of fences on Lots shall assure that such fences adhere to the following standards and requirements unless applicant can demonstrate to the satisfaction of the Committee that strict adherence to such standards and requirements would (1) create an undue hardship on applicant, and (2) approval would be in the best interests of the Subdivision, to-wit:

(i) Full perimeter fencing shall be prohibited. Interior fencing shall be handled on a case-by-case basis. Except as otherwise permitted under Section 25 of this Article IX, the maximum height of any permitted fencing shall be forty-eight inches (48").

(ii) All fencing shall be either wrought iron or aluminum simulated wrought iron or other material approved by the Architectural Control Committee.

(iii) Prior to installation, all lots must be professionally surveyed to assure fences are located in the areas approved by the Architectural Control Committee.

(iv) All fence posts shall be anchored in a base of concrete at least one (1) foot six (6) inches deep into the soil.

(v) Within one (1) year following the erection of a fence, the Directors may, in their sole discretion, require the Lot Owners to landscape along such fence.

23. Television Antennae, Etc. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VI of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

24. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

25. Swimming Pools. (a) No above ground swimming pools will be allowed on any Lot in the Subdivision.



(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool. The plans for any such pool must be submitted to and approved by the Architectural Control Committee, and shall include drawings, material lists, landscape and fencing detail and any other information deemed necessary by the Architectural Control Committee in its sole discretion. The approval of any such pool shall not constitute a precedence for other such structures, and each instance will be determined on a case by case basis.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

26. Decks, Porches, Screened Porches. All decks, patios, patio enclosures, screened porches, wooden walks, stairways and other such improvements shall be constructed directly behind the residential structure, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard. All screened decks, porches, patio enclosures and other such improvements shall be made of wood and built according to the following standards:

(a) All screened decks shall have a shed roof that matches the roof line and shingle material of the residence.

(b) All screened porches shall have siding, gutter board and roofing that are identical to those on the residence, and shall have a gable or shed roof.

(c) No prefabricated metal screened porches shall be permitted in the Subdivision.

(d) Materials for all decks and/or screened decks shall be limited maintenance free materials approved by the Architectural Control Committee, provided, however, wolmanized materials may be used for stringers, supports, subfloor joists or other structural components.

(e) Decks and screened decks are to be left natural in color, and shall not be painted or stained. Clear wood treatments and sealers are acceptable.

ARTICLE X

GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Enforcement. Enforcement of any of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such restrictions, and may be brought to restrain any such violation or to recover damages therefor together with reasonable attorney's fees and court costs.

2. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of the Directors. No Director shall be held personally responsible for his wrongful acts,



and no Director shall be held responsible for the wrongful acts of others. No Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to Article IV, Section 4 hereof, shall not be entitled to any compensation or fee for services performed under this Indenture.

3. Adjoining Tracts. The Directors named hereunder shall be the Directors of the Subdivision, and are authorized and empowered to cooperate and contract with Directors 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.

4. Amendments. Until all Lots authorized by the City in the City's Development Ordinance (which as of March __, 2009, is two hundred sixty-two (262) Lots) to be developed in the Subdivision have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all the Owners. Any amendment, modification or change hereof shall be recorded in the Office of the Recorder of Deeds for the County.

All parties are advised that Exhibit A will be amended as later plats are recorded; such amendments to Exhibit A will incorporate additional real estate within the subdivision regime established by this Indenture.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Subdivision shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

6. Invalidation. Invalidation of any one of the restrictions of this Indenture shall in no way affect any other provision hereof.

7. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

8. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including without limitation, the Common Property) to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stockpile and store materials on any Lot(s) or on the Common



Property. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this, Article X, Section 8, shall not be amended, modified or deleted without the prior written consent of Grantor.

9. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for a term which is the longer of (i) thirty (30) years from the date of recordation of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period, but in no event prior to the vacation of all plats of the Subdivision by the City's Board of Aldermen or its successors; or (ii) as to any subdivision of the Property, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the Lots in such subdivision by an appropriate instrument filed of record prior to the vacation of the plats of such subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) 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 ninety (90) days in advance of any action taken.

10. Disclaimer. NEITHER THE MANORS AT WILMER VALLEY HOMEOWNERS ASSOCIATION (THE "ASSOCIATION") NOR THE GRANTOR NOR ANY BUILDER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMUNITY NOR SHALL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND THE GRANTOR, DO NOT REPRESENT OR WARRANT THAT: ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, GATEHOUSES, ROVING PATROL, ELECTRONIC MONITORING SYSTEM OR OTHER SUCH SYSTEMS IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE GRANTOR OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SUCH SYSTEMS WILL PREVENT LOSS; NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, GATEHOUSE, ROVING PATROL OR OTHER SUCH SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND THE GRANTOR ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS OF LOSS OR DAMAGE TO PERSON OR PROPERTY. ALL OWNERS HEREBY AGREE TO HOLD THE GRANTOR (AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES), THE ASSOCIATION AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, GOVERNORS, AGENTS AND EMPLOYEES,

HARMLESS FROM ANY INJURIES, DAMAGES, LOSSES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THE OCCURRENCE OF ANY CRIMINAL OR OTHER UNLAWFUL ACTIVITY OF SUCH OWNER. THE GRANTOR AND ASSOCIATION AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, GOVERNORS, AGENTS, AND EMPLOYEES, SHALL NOT BE BOUND BY ANY PRIOR OR PRESENT TERMS, STATEMENTS, REPRESENTATIONS, CONDITIONS, OBLIGATIONS OR WARRANTIES, ORAL OR WRITTEN, IMPLIED OR EXPRESS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE NOT CONTAINED IN THIS INDENTURE. NEITHER THE GRANTOR NOR THE ASSOCIATION ARE RESPONSIBLE FOR THE SECURITY OF THE OWNERS AND THEIR FAMILY MEMBERS, TENANTS, INVITEES, LICENSEES AND GUESTS AND THE GUESTS, INVITEES AND LICENSEES OF THEIR TENANTS. ALL OWNERS ARE ADVISED TO NOTIFY THE APPROPRIATE POLICE OR SHERIFF'S DEPARTMENT OF ANY AND ALL HEALTH AND PROPERTY EMERGENCIES IN THE COMMUNITY.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Indenture this 14th day of April, 2009.

GRANTOR:

GRAU MANAGEMENT, INC. (d/b/a Grau Homes), a Missouri corporation

BY:

[Signature]
Scott Grau, President

BY:

[Signature]
Mark Roden, Manager

GRANTEE:

THE MANORS AT WILMER VALLEY HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation, by consent of its Board of Directors

BY:

[Signature]
Scott Grau, Director

BY:

[Signature]
Jeffrey D. Kolb, Director

[Signature]
Mark Roden, Director



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STATE OF MISSOURI

)

) ss.

COUNTY OF ST. CHARLES

)

On this 14 day of April, 2009, before me, Kimberly S. Knittig, a Notary Public in and for said state, personally appeared MARK RODEN, manager of Wilmer Road Holdings, LLC, a Missouri limited liability company, known to me to be the person who executed the within Indenture of Trust and Restrictions in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

Kimberly S. Knittig
Notary Public

My term expires:

KIMBERLY S. KNITTIG
Notary Public - Notary Seal
STATE OF MISSOURI
Warren County
My Commission Expires 3/6/2013
Commission #09456878

STATE OF MISSOURI

)

) ss.

COUNTY OF ST. CHARLES

)

On this 14 day of April, 2009, before me appeared SCOTT GRAU, to me personally known, who, being by me duly sworn did say that he is the President of Grau Management, Inc. (d/b/a Grau Homes) a Missouri corporation, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said SCOTT GRAU acknowledged said instrument to be the free act and deed of said corporation.

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

Kimberly S. Knittig
Notary Public

My term expires:

KIMBERLY S. KNITTIG
Notary Public - Notary Seal
STATE OF MISSOURI
Warren County
My Commission Expires 3/6/2013
Commission #09456878



20090415000289240 26/33

Bk:DE5162 Pg:1421

STATE OF MISSOURI

)

) ss.

COUNTY OF ST. CHARLES

)

On this 14 day of April, 2009, before me personally appeared SCOTT GRAU, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed in his capacity as a Director of The Manors at Wilmer Valley Homeowners Association, a Missouri nonprofit corporation.

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

Kimberly S. Knittig
Notary Public

My term expires:

KIMBERLY S. KNITTIG
Notary Public - Notary Seal
STATE OF MISSOURI
Warren County
My Commission Expires 3/6/2013
Commission #09456878

STATE OF MISSOURI

)

) ss.

COUNTY OF ST. CHARLES

)

On this 14 day of April, 2009, before me personally appeared JEFFREY D. KOLB, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed in his capacity as a Director of The Manors at Wilmer Valley Homeowners Association, a Missouri nonprofit corporation.

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

Kimberly S. Knittig
Notary Public

My term expires:

KIMBERLY S. KNITTIG
Notary Public - Notary Seal
STATE OF MISSOURI
Warren County
My Commission Expires 3/6/2013
Commission #09456878



20090415000289240 27/33

Bk:DE5162 Pg:1422

STATE OF MISSOURI

)
) ss.
)

COUNTY OF ST. CHARLES

On this 14 day of April, 2009, before me personally appeared MARK RODEN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed in his capacity as a Director of The Manors at Wilmer Valley Homeowners Association, a Missouri nonprofit corporation.

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


Notary Public

My term expires:

KIMBERLY S. KNITTIG
Notary Public - Notary Seal
STATE OF MISSOURI
Warren County
My Commission Expires 3/6/2013
Commission #09458878



20090415000289240 28/33

Bk:DE5162 Pg:1423

Exhibit ALAND DESCRIPTION:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, THE NORTHWEST QUARTER OF SECTION 36, ALL LOCATED IN TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MEADOW BROOK ESTATES PLAT TWO, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 332 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE WITH THE EAST LINE OF BLUFF ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 193 OF SAID RECORDER'S OFFICE, ALSO BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED NORTHWEST QUARTER OF SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SECTION 36, NORTH 00 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 1,770.37 FEET;

THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 660.24 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 227.17 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 25;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 477.57 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF HEATHER J. LYTTLE AS RECORDED BY DEED IN BOOK 1180, PAGE 761 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LAND NOW OR FORMERLY OF ROBERT W. & HEATHER APPLE AS RECORDED BY DEED IN BOOK 1553, PAGE 905 OF SAID RECORDER'S OFFICE THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 180.00 FEET; SOUTH 74 DEGREES 56 MINUTES 58 SECONDS EAST, A DISTANCE OF 194.70 FEET; AND SOUTH 44 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 105.40 FEET TO THE WESTERLY LINE OF LAND NOW OR FORMERLY OF LESLEE DEMIEN AS RECORDED BY DEED IN BOOK 4309, PAGE 2130 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID WESTERLY LINE, SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST, A DISTANCE OF 32.75 FEET;

THENCE ALONG THE SOUTH LINE OF SAID LESLEE DEMIEN PARCEL, NORTH 89 DEGREES 54 MINUTES 59 SECONDS EAST, A DISTANCE OF 459.10 FEET;

THENCE LEAVING SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 33 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 193.29 FEET; SOUTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 82.07 FEET; SOUTH 43 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 90.01 FEET TO POINT "A" BEING A REFERENCE POINT OF THE LATER DESCRIBED EXCEPTION;

THENCE THE CONTINUING FOLLOWING COURSES AND DISTANCES: ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET (CENTRAL ANGLE OF 15 DEGREES 17 MINUTES 56 SECONDS) WHICH CHORD BEARS SOUTH 54 DEGREES 18



MINUTES 21 SECONDS EAST A CHORD DISTANCE OF 133.11 FEET THROUGH AN ARC DISTANCE OF 133.51 FEET; ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 95 DEGREES 22 MINUTES 46 SECONDS) WHICH CHORD BEARS NORTH 70 DEGREES 21 MINUTES 18 SECONDS EAST A CHORD DISTANCE OF 29.58 FEET, THROUGH AN ARC DISTANCE OF 33.29 FEET; SOUTH 67 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET; ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 95 DEGREES 02 MINUTES 34 SECONDS) WHICH CHORD BEARS SOUTH 24 DEGREES 55 MINUTES 36 SECONDS EAST A CHORD DISTANCE OF 29.50 FEET, THROUGH AN ARC DISTANCE OF 33.18 FEET; SOUTH 72 DEGREES 26 MINUTES 52 SECONDS EAST, A DISTANCE OF 185.06 FEET; NORTH 17 DEGREES 33 MINUTES 08 SECONDS EAST, A DISTANCE OF 128.64 FEET; NORTH 89 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 14.71 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OF DAVID E. & BONNIE ARNOLD AS RECORDED BY DEED IN BOOK 863, PAGE 1971 OF SAID RECORDER'S OFFICE;

THENCE ALONG SOUTH LINE OR SAID DAVID E. & BONNIE ARNOLD PARCEL, NORTH 89 DEGREES 48 MINUTES 57 SECONDS EAST, A DISTANCE OF 266.45 FEET TO THE EAST LINE OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 23 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 12.10 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET (CENTRAL ANGLE OF 71 DEGREES 01 MINUTES 19 SECONDS) WHICH CHORD BEARS SOUTH 30 DEGREES 37 MINUTES 11 SECONDS EAST A CHORD DISTANCE OF 377.56 FEET, THROUGH AN ARC DISTANCE OF 402.86 FEET; SOUTH 85 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 16.81 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 485.29 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 175.00 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.35 FEET; ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET (CENTRAL ANGLE OF 09 DEGREES 18 MINUTES 39 SECONDS) WHICH CHORD BEARS SOUTH 18 DEGREES 16 MINUTES 50 SECONDS WEST A CHORD DISTANCE OF 40.58 FEET, THROUGH AN ARC DISTANCE OF 40.63 FEET; SOUTH 86 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.15 FEET; NORTH 22 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 239.90 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 175.00 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 14.45 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 178.46 FEET; SOUTH 21 DEGREES 24 MINUTES 25 SECONDS WEST, A DISTANCE OF 214.11 FEET; SOUTH 05 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 286.15 FEET; SOUTH 01 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 64.88 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 06 MINUTES 23 SECONDS WEST, A DISTANCE OF 239.76 FEET; ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET (CENTRAL ANGLE OF 55 DEGREES 07 MINUTES 04 SECONDS) WHICH CHORD BEARS NORTH 42 DEGREES 27 MINUTES 09 SECONDS WEST A CHORD DISTANCE OF 161.93 FEET, THROUGH AN ARC DISTANCE OF 168.35 FEET; SOUTH 03 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 57.71 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 175.00 FEET; NORTH 03 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.00 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 325.00 FEET; NORTH 03 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 16.89 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 211.21 FEET; NORTH 30 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.92 FEET; NORTH 50 DEGREES 35 MINUTES 22 SECONDS WEST, A DISTANCE OF 281.24 FEET; NORTH 22 DEGREES 18 MINUTES 28 SECONDS WEST, A DISTANCE OF 126.92 FEET; NORTH 25 DEGREES 57 MINUTES 55 SECONDS WEST, A DISTANCE OF 261.60 FEET; NORTH 36 DEGREES 05 MINUTES 42 SECONDS



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WEST, A DISTANCE OF 237.62 FEET; NORTH 41 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 66.39 FEET; NORTH 41 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.48 FEET; NORTH 49 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 93.29 FEET; NORTH 62 DEGREES 10 MINUTES 31 SECONDS WEST, A DISTANCE OF 336.14 FEET; NORTH 88 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 128.46 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 50.242 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF SEPTEMBER 2005 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING FROM THE AFOREMENTIONED POINT "A": SOUTH 43 DEGREES 20 MINUTES 37 SECONDS WEST 50.00 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET; (CENTRAL ANGLE OF 01 DEGREES 35 MINUTES 09 SECONDS) WHICH CHORD BEARS SOUTH 47 DEGREES 26 MINUTES 58 SECONDS EAST A CHORD DISTANCE OF 15.22 FEET, THROUGH AN ARC DISTANCE OF 15.22 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED EXCEPTION PARCEL;

THENCE CONTINUING THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET; (CENTRAL ANGLE OF 14 DEGREES 33 MINUTES 51 SECONDS) WHICH CHORD BEARS SOUTH 55 DEGREES 31 MINUTES 28 SECONDS EAST A CHORD DISTANCE OF 139.43 FEET, THROUGH AN ARC DISTANCE OF 139.81 FEET; ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 85 DEGREES 28 MINUTES 19 SECONDS) WHICH CHORD BEARS SOUTH 20 DEGREES 04 MINUTES 14 SECONDS EAST A CHORD DISTANCE OF 27.14 FEET, THROUGH AN ARC DISTANCE OF 29.84 FEET; SOUTH 67 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; (CENTRAL ANGLE OF 84 DEGREES 52 MINUTES 21 SECONDS) WHICH CHORD BEARS NORTH 65 DEGREES 06 MINUTES 32 SECONDS EAST A CHORD DISTANCE OF 26.99 FEET, THROUGH AN ARC DISTANCE OF 29.63 FEET; SOUTH 72 DEGREES 26 MINUTES 52 SECONDS EAST, A DISTANCE OF 198.47 FEET; ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 79 DEGREES 38 MINUTES 29 SECONDS) WHICH CHORD BEARS SOUTH 32 DEGREES 37 MINUTES 38 SECONDS EAST A CHORD DISTANCE OF 25.62 FEET, THROUGH AN ARC DISTANCE OF 27.80 FEET; SOUTH 81 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 50.01 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; (CENTRAL ANGLE OF 82 DEGREES 26 MINUTES 54 SECONDS) WHICH CHORD BEARS NORTH 48 DEGREES 25 MINUTES 09 SECONDS EAST A CHORD DISTANCE OF 26.36 FEET, THROUGH AN ARC DISTANCE OF 28.78 FEET; NORTH 89 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 109.70 FEET; ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET; (CENTRAL ANGLE OF 01 DEGREES 47 MINUTES 27 SECONDS) WHICH CHORD BEARS SOUTH 89 DEGREES 27 MINUTES 35 SECONDS EAST A CHORD DISTANCE OF 3.91 FEET, THROUGH AN ARC DISTANCE OF 3.91 FEET; SOUTH 07 DEGREES 11 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.43 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 444.99 FEET; SOUTH 59 DEGREES 21 MINUTES 25 SECONDS WEST, A DISTANCE OF 127.77 FEET; NORTH 41 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 51.70 FEET; NORTH 29 DEGREES 05 MINUTES 15 SECONDS WEST, A DISTANCE OF 351.35 FEET; NORTH 31 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 377.69 FEET; NORTH 41 DEGREES 45 MINUTES 28 SECONDS EAST, A DISTANCE OF 186.73 FEET TO THE TRUE POINT OF BEGINNING;



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THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 6.617 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF SEPTEMBER 2005 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.



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Exhibit BBILL NO. 2765ORDINANCE NO. 2631

AN ORDINANCE OF THE CITY OF WENTZVILLE, MISSOURI, APPROVING A FINAL DEVELOPMENT PLAN FOR A SUBDIVISION TITLED "THE MANORS AT WILMER VALLEY" OWNED BY WILMER ROAD HOLDINGS, LLC, AS PER APPLICATION 06-144-PZ.

WHEREAS, the City has received an application for approval of a Final Development Plan pursuant to Section 405.155(F)(5) of the Wentzville Municipal Code, for a subdivision titled "The Manors at Wilmer Valley" is attached hereto as Exhibit "A" and incorporated herein by reference (the Plan), and as legally described below, owned by Wilmer Road Holdings, LLC., submitted under application 06-144-PZ submitted by Mark Roden of Wilmer Road Holdings, LLC., incorporated by reference herein (hereinafter the "Final Development Plan").

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WENTZVILLE, MISSOURI, AS FOLLOWS:

Section One: That the Final Development Plan for a subdivision titled "The Manors at Wilmer Valley", a tract of land being part of the southwest quarter of the southwest quarter of Section 25, the northwest quarter of Section 36 all located in Township 47 North, Range 1 east, St. Charles County, Missouri, being more particularly described in Exhibit "A" attached to and incorporated by reference, complies with the Preliminary Subdivision Plat, application 05-170A-PZ and that all conditions of the Preliminary Development Plan have been provided for in the Final Development Plan, and is hereby approved, as submitted to the Board of Aldermen of the City of Wentzville, Missouri, subject to the following conditions:

1. Road improvements are required based upon the recommendations of the traffic study.
2. Subdivision trail amenity shall be constructed in Phase One (1) of the project.
3. Subdivision amenities shall be guaranteed via escrow established with the Wentzville Engineering Department.
4. Owner shall complete FEMA form MT-1 and certify homes in Village "C" to be reasonable safe from flooding under the requirements of FEMA Technical Bulletin 10-01.
5. Decorative street lights, street signs and any stamped/stained concrete surfaces shall be the maintenance responsibility of the Home Owners Association (HOA). Development covenants and restrictions shall assign this responsibility to the HOA.

Section Two: That the City Clerk is hereby directed to send a certified copy of this ordinance to the St. Charles County Recorder of Deeds and the St. Charles County Clerk's office.

Section Three: This Ordinance shall be in full force and effect from and after its passage and approval.

06-144-PZ

RECORD AS IS



20090415000289240 33/33

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BILL NO. 2165

ORDINANCE NO. 2631

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF
WENTZVILLE, MISSOURI THIS 15 DAY OF October, 2006.

Paul Lambi
Mayor, Paul Lambi

Attest:

Vitula Skillman
City Clerk, Vitula Skillman

APPROVED BY THE MAYOR OF THE CITY OF WENTZVILLE, MISSOURI THIS 25
DAY OF October, 2006.

Paul Lambi
Mayor, Paul Lambi

Attest:

Vitula Skillman
City Clerk, Vitula Skillman

COPY

1300817
ARL

[SPACE ABOVE LINE RESERVED FOR RECORDER'S USE]

(5)

DOCUMENT COVER SHEET

Title of document: First Amendment to Indenture of Trust and Restrictions for The Manors at Wilmer Valley, City of Wentzville, St. Charles County, Missouri

Date of document: September 3, 2013

Grantor's name and address: **WILMER ROAD HOLDINGS, LLC**
7800 Highway N
O'Fallon, Missouri 63308

Grantees' name and address: **FIRST NATIONAL BANK OF ST. LOUIS**
7707 Forsyth Boulevard
St. Louis, Missouri 63105
and
WILMER VALLEY INVESTMENTS, LLC
16440 Chesterfield Grove Road, Suite 130
Chesterfield, Missouri 63005
and
THE MANORS AT WILMER VALLEY
HOMEOWNERS ASSOCIATION
158 McCluer Drive
O'Fallon, Missouri 63368

Full legal description: See Exhibits "A," "B" and "C"

Reference book and page: Book DE 5162, Page 1396 (Indenture)
Book PL 46, Pages 38-41 (Plat)

This instrument was prepared by
and upon recordation should be returned to:
Stephen L. Kling, Jr., Esq.
Jenkins & Kling, P.C.
150 North Meramec Ave., Suite 400
St. Louis, MO 63105

**FIRST AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS
FOR THE MANORS AT WILMER VALLEY,
CITY OF WENTZVILLE, ST. CHARLES COUNTY, MISSOURI**

This **FIRST AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS FOR THE MANORS AT WILMER VALLEY, CITY OF WENTZVILLE, ST. CHARLES COUNTY, MISSOURI** (this "*Amendment*") is made and entered into as of the 3rd day of September, 2013, by **WILMER ROAD HOLDINGS, LLC**, a Missouri limited liability company ("*Grantor*").

WITNESSETH:

WHEREAS, Grantor is the "grantor" under a certain Indenture of Trust and Restrictions for The Manors at Wilmer Valley, City of Wentzville, St. Charles County, Missouri, recorded in Book DE 5162, Page 1396 of the St. Charles County, Missouri real estate records (the "*Indenture*"); and

WHEREAS, the original legal description of real property subject to the Indenture is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Grau Management, Inc., a Missouri corporation, was also a "Grantor" under the Indenture by virtue of its ownership of two (2) lots in The Manors at Wilmer Valley, a subdivision in the City of Wentzville, St. Charles County, Missouri, as per plat thereof recorded in Plat Book 46 Pages 38-41 of the St. Charles County Records (the "Subdivision"), but has sold both such lots and is no longer a "Grantor" under the Indenture; and

WHEREAS, in connection with Wilmer Valley Investments, LLC's acquisition of the real property legally described on Exhibit "B" attached hereto and incorporated herein by reference (the "*Investments Property*"), Grantor, Wilmer Valley Investments, LLC, First National Bank of St. Louis ("Lender") and The Manors at Wilmer Valley Homeowners Association have entered into a certain Indenture Annexation Option Agreement (the "*Annexation Agreement*") granting Grantor and/or Lender and their respective successors and assigns the right and option to annex a certain adjoining tract of approximately eleven (11) acres legally described on Exhibit "C" attached hereto and incorporated herein by reference (the "*11 Acres*") into the Subdivision; and

WHEREAS, pursuant to the authority hereinafter stated, Grantor desires and intends to hereby amend the Indenture to acknowledge the Annexation Agreement and the rights and duties of the parties thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees, confirms and amends the Indenture as follows:

1. Recitals. The recitals above are true and correct in all material respects and are incorporated in and made a part of this Amendment by reference.

2. Amendment Authorization. As only a portion of the "Lots" authorized to be developed in the Subdivision have been sold and conveyed for residential use, under Article X, Section 4 of the Indenture, Grantor has the sole right to amend the Indenture.

3. Amendment. The Indenture is hereby amended to add the following provisions:

"ARTICLE XI

"ADDITIONAL PROPERTIES AND
ASSIGNMENT OF DEVELOPMENT RIGHTS

"1. Additional Properties. Wilmer Road Holdings, LLC and/or First National Bank of St. Louis and their respective successors and assigns in interest with respect to the 11 Acres, shall have the right on the terms and subject to the conditions contained in the Annexation Agreement and the City's Ordinances, to plat, subdivide and by written instrument recorded in the St. Charles County Records, annex the 11 Acres into the Subdivision and subject the 11 Acres to this Indenture. Upon recordation of such an instrument: (a) this Indenture shall run with title to the 11 Acres as if such property had been included in the definition of "Property" under this Indenture from the date of its inception; and (b) whenever in construing this Indenture thereafter reference is made to "Property", said term shall mean and include not only the Property described herein but also the 11 Acres."

"2. Assignment of Development Rights. In addition to Grantor's rights under Article X, Section 7 of this Indenture, Grantor shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose, to assign, convey, mortgage, collaterally assign, grant a security interest in, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to Grantor or Builder, and upon such assignment the assignee shall then for all purposes be a "Grantor" and "Builder" hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder."

4. Miscellaneous. Notwithstanding any provision of this Indenture to the contrary, the terms and provisions of this, ARTICLE XI, may not be deleted or amended without the prior written consent of Wilmer Road Holdings, LLC, First National Bank of St. Louis, Wilmer Valley Investments, LLC and The Manors at Wilmer Valley Homeowners Association, and their successors and assigns in interest, each of which shall have the right and standing to enforce any breach of this Amendment.

5. Effect. Except as hereby amended, the Indenture shall remain in full force and effect, and shall be binding and enforceable in accordance with its terms as hereby amended.

IN WITNESS WHEREOF, Grantor has executed this Amendment as of the date first above written.

**WILMER ROAD HOLDINGS,
LLC, a Missouri limited liability
company**

By: *Mark W. Roden* *Manager*
Mark W. Roden, Manager

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

On this 3rd day of September, 2013, before me, a Notary Public in and for said state, personally appeared Mark W. Roden, Manager of Wilmer Road Holdings, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

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

Geraldine F. Harney
Notary Public

My commission expires:

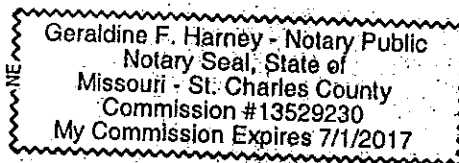


EXHIBIT "A"

Legal Description: Original Indenture

LAND DESCRIPTION:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, THE NORTHWEST QUARTER OF SECTION 36, ALL LOCATED IN TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MEADOW BROOK ESTATES PLAT TWO, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 332 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE WITH THE EAST LINE OF BLUFF ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 193 OF SAID RECORDER'S OFFICE, ALSO BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED NORTHWEST QUARTER OF SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SECTION 36, NORTH 00 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 1,770.37 FEET;

THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 660.24 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 227.17 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 25;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 477.57 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF HEATHER J. LYTTLE AS RECORDED BY DEED IN BOOK 1180, PAGE 761 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LAND NOW OR FORMERLY OF ROBERT W. & HEATHER APPLE AS RECORDED BY DEED IN BOOK 1553, PAGE 905 OF SAID RECORDER'S OFFICE. THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 180.00 FEET; SOUTH 74 DEGREES 56 MINUTES 58 SECONDS EAST, A DISTANCE OF 194.70 FEET; AND SOUTH 44 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 105.40 FEET TO THE WESTERLY LINE OF LAND NOW OR FORMERLY OF LESLEE DEMIEN AS RECORDED BY DEED IN BOOK 4309, PAGE 2130 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID WESTERLY LINE, SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST, A DISTANCE OF 32.75 FEET;

THENCE ALONG THE SOUTH LINE OF SAID LESLEE DEMIEN PARCEL, NORTH 89 DEGREES 54 MINUTES 59 SECONDS EAST, A DISTANCE OF 459.10 FEET;

THENCE LEAVING SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 33 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 193.29 FEET; SOUTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 82.07 FEET; SOUTH 43 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 90.01 FEET TO POINT "A" BEING A REFERENCE POINT OF THE LATER DESCRIBED EXCEPTION;

THENCE THE CONTINUING FOLLOWING COURSES AND DISTANCES: ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET (CENTRAL ANGLE OF 15 DEGREES 17 MINUTES 56 SECONDS) WHICH CHORD BEARS SOUTH 54 DEGREES 18

MINUTES 21 SECONDS EAST A CHORD DISTANCE OF 133.11 FEET THROUGH AN ARC DISTANCE OF 133.51 FEET; ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 95 DEGREES 22 MINUTES 46 SECONDS) WHICH CHORD BEARS NORTH 70 DEGREES 21 MINUTES 18 SECONDS EAST A CHORD DISTANCE OF 29.58 FEET, THROUGH AN ARC DISTANCE OF 33.29 FEET; SOUTH 67 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET; ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 95 DEGREES 02 MINUTES 34 SECONDS) WHICH CHORD BEARS SOUTH 24 DEGREES 55 MINUTES 36 SECONDS EAST A CHORD DISTANCE OF 29.50 FEET, THROUGH AN ARC DISTANCE OF 33.18 FEET; SOUTH 72 DEGREES 26 MINUTES 52 SECONDS EAST, A DISTANCE OF 185.06 FEET; NORTH 17 DEGREES 33 MINUTES 08 SECONDS EAST, A DISTANCE OF 128.64 FEET; NORTH 89 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 14.71 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OF DAVID E. & BONNIE ARNOLD AS RECORDED BY DEED IN BOOK 863, PAGE 1971 OF SAID RECORDER'S OFFICE;

THENCE ALONG SOUTH LINE OR SAID DAVID E. & BONNIE ARNOLD PARCEL, NORTH 89 DEGREES 48 MINUTES 57 SECONDS EAST, A DISTANCE OF 266.45 FEET TO THE EAST LINE OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 23 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 12.10 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET (CENTRAL ANGLE OF 71 DEGREES 01 MINUTES 19 SECONDS) WHICH CHORD BEARS SOUTH 30 DEGREES 37 MINUTES 11 SECONDS EAST A CHORD DISTANCE OF 377.56 FEET, THROUGH AN ARC DISTANCE OF 402.86 FEET; SOUTH 85 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 16.81 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 485.29 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 175.00 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.35 FEET; ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET (CENTRAL ANGLE OF 09 DEGREES 18 MINUTES 39 SECONDS) WHICH CHORD BEARS SOUTH 18 DEGREES 16 MINUTES 50 SECONDS WEST A CHORD DISTANCE OF 40.58 FEET, THROUGH AN ARC DISTANCE OF 40.63 FEET; SOUTH 86 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.15 FEET; NORTH 22 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 239.90 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 175.00 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 14.45 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 178.46 FEET; SOUTH 21 DEGREES 24 MINUTES 25 SECONDS WEST, A DISTANCE OF 214.11 FEET; SOUTH 05 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 286.15 FEET; SOUTH 01 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 64.88 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 06 MINUTES 23 SECONDS WEST, A DISTANCE OF 239.76 FEET; ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET (CENTRAL ANGLE OF 55 DEGREES 07 MINUTES 04 SECONDS) WHICH CHORD BEARS NORTH 42 DEGREES 27 MINUTES 09 SECONDS WEST A CHORD DISTANCE OF 161.93 FEET, THROUGH AN ARC DISTANCE OF 168.35 FEET; SOUTH 03 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 57.71 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 175.00 FEET; NORTH 03 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.00 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 325.00 FEET; NORTH 03 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 16.89 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 211.21 FEET; NORTH 30 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.92 FEET; NORTH 50 DEGREES 35 MINUTES 22 SECONDS WEST, A DISTANCE OF 281.24 FEET; NORTH 22 DEGREES 18 MINUTES 28 SECONDS WEST, A DISTANCE OF 126.92 FEET; NORTH 25 DEGREES 57 MINUTES 55 SECONDS WEST, A DISTANCE OF 261.60 FEET; NORTH 36 DEGREES 05 MINUTES 42 SECONDS

WEST, A DISTANCE OF 237.62 FEET; NORTH 41 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 66.39 FEET; NORTH 41 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.48 FEET; NORTH 49 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 93.29 FEET; NORTH 62 DEGREES 10 MINUTES 31 SECONDS WEST, A DISTANCE OF 336.14 FEET; NORTH 88 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 128.46 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 50.242 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF SEPTEMBER 2005 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING FROM THE AFOREMENTIONED POINT "A": SOUTH 43 DEGREES 20 MINUTES 37 SECONDS WEST 50.00 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET; (CENTRAL ANGLE OF 01 DEGREES 35 MINUTES 09 SECONDS) WHICH CHORD BEARS SOUTH 47 DEGREES 26 MINUTES 58 SECONDS EAST A CHORD DISTANCE OF 15.22 FEET, THROUGH AN ARC DISTANCE OF 15.22 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED EXCEPTION PARCEL;

THENCE CONTINUING THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET; (CENTRAL ANGLE OF 14 DEGREES 33 MINUTES 51 SECONDS) WHICH CHORD BEARS SOUTH 55 DEGREES 31 MINUTES 28 SECONDS EAST A CHORD DISTANCE OF 139.43 FEET, THROUGH AN ARC DISTANCE OF 139.81 FEET; ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 85 DEGREES 28 MINUTES 19 SECONDS) WHICH CHORD BEARS SOUTH 20 DEGREES 04 MINUTES 14 SECONDS EAST A CHORD DISTANCE OF 27.14 FEET, THROUGH AN ARC DISTANCE OF 29.84 FEET; SOUTH 67 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; (CENTRAL ANGLE OF 84 DEGREES 52 MINUTES 21 SECONDS) WHICH CHORD BEARS NORTH 65 DEGREES 06 MINUTES 32 SECONDS EAST A CHORD DISTANCE OF 26.99 FEET, THROUGH AN ARC DISTANCE OF 29.63 FEET; SOUTH 72 DEGREES 26 MINUTES 52 SECONDS EAST, A DISTANCE OF 198.47 FEET; ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 79 DEGREES 38 MINUTES 29 SECONDS) WHICH CHORD BEARS SOUTH 32 DEGREES 37 MINUTES 38 SECONDS EAST A CHORD DISTANCE OF 25.62 FEET, THROUGH AN ARC DISTANCE OF 27.80 FEET; SOUTH 81 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 50.01 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; (CENTRAL ANGLE OF 82 DEGREES 26 MINUTES 54 SECONDS) WHICH CHORD BEARS NORTH 48 DEGREES 25 MINUTES 09 SECONDS EAST A CHORD DISTANCE OF 26.36 FEET, THROUGH AN ARC DISTANCE OF 28.78 FEET; NORTH 89 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 109.70 FEET; ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET; (CENTRAL ANGLE OF 01 DEGREES 47 MINUTES 27 SECONDS) WHICH CHORD BEARS SOUTH 89 DEGREES 27 MINUTES 35 SECONDS EAST A CHORD DISTANCE OF 3.91 FEET, THROUGH AN ARC DISTANCE OF 3.91 FEET; SOUTH 07 DEGREES 11 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.43 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 444.99 FEET; SOUTH 59 DEGREES 21 MINUTES 25 SECONDS WEST, A DISTANCE OF 127.77 FEET; NORTH 41 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 51.70 FEET; NORTH 29 DEGREES 05 MINUTES 15 SECONDS WEST, A DISTANCE OF 351.35 FEET; NORTH 31 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 377.69 FEET; NORTH 41 DEGREES 45 MINUTES 28 SECONDS EAST, A DISTANCE OF 186.73 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 6.617 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF SEPTEMBER 2005 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXHIBIT " B "

Legal Description: Wilmer Investments, LLC Purchase Parcel

Parcel 1:

Lots 1, 4, 8, 11, 12, 13, 14, 21, 22, 23, 25, 26, 28, 29, 32, 33, 34, 36, 37, 38, 40, 45, 46, 47, 48, 50, 51, 53, 55, 57, 58, 60, 61, 63, 64, 65, 66, 67, 70, 74, 77, 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 89, 90, and 91 of The Manors at Wilmer Valley Plat One, a Subdivision according to the plat thereof recorded in Plat Book 46 page 38 of the St. Charles County Records.

Parcel 2 (Parcel 1 of Deed of Trust Book 4448 page 1933):

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, THE NORTHWEST QUARTER OF SECTION 36 ALL LOCATED IN TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MEADOW BROOK ESTATES PLAT TWO, A SUBDIVISION AS RECORDED IN PUT BOOK 34, PAGES 331 AND 332 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE WITH THE EAST LINE OF BLUFF ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 193 OF SAID RECORDER'S OFFICE, ALSO BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED NORTHWEST QUARTER OF SECTION 36; THENCE ALONG THE WEST LINE OF SAID SECTION 36, NORTH 00 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 1,770.37 FEET; THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 860.24 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED DEVELOPMENT PARCEL; THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 227.17 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 25; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 477.57 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF HEATHER J. LYTTLE AS RECORDED BY DEED IN BOOK 1180, PAGE 761 OF SAID RECORDER'S OFFICE; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LAND NOW OR FORMERLY OF ROBERT W. AND HEATHER APPLE AS RECORDED BY DEED IN BOOK 1553, PAGE 905 OF SAID RECORDER'S OFFICE THE FOLLOWING COURSES AND DISTANCES; SOUTH 89 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 180.00 FEET; SOUTH 74 DEGREES 56 MINUTES 58 SECONDS EAST, A DISTANCE OF 194.70 FEET; AND SOUTH 44 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 105.40 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF MARK D. AND LESLIE DEMIEN AS RECORDED BY DEED IN BOOK 2346, PAGE 641 OF SAID RECORDER'S OFFICE; THENCE ALONG SAID SOUTH LINE, SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST, A DISTANCE OF 32.75 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 54 MINUTES 59 SECONDS EAST, A DISTANCE OF 934.59 FEET TO THE WEST LINE OF LAND NOW OR FORMERLY OF DAVID E. & BONNIE ARNOLD AS RECORDED BY DEED IN BOOK 863, PAGE 1971 OF SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 46 MINUTES 17 SECONDS WEST, A DISTANCE OF 355.62 FEET TO THE SOUTHWEST CORNER, THEREOF; THENCE ALONG THE SOUTH LINE OF SAID ARNOLD LAND, ALSO BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 36; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 48 MINUTES 57 SECONDS EAST, A DISTANCE OF 1078.32 FEET TO THE EAST LINE OF THE HEREINAFTER DESCRIBED DEVELOPMENT PARCEL; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 13 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 252.33 FEET; SOUTH 02 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 146.20 FEET; SOUTH 21 DEGREES 24 MINUTES 25 SECONDS WEST, A DISTANCE OF 707.15 FEET; SOUTH 05 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 286.15 FEET; SOUTH 01 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 380.85 FEET; SOUTH 01 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 679.57 FEET; AND SOUTH 26 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 261.20 FEET TO THE NORTH LINE OF APPALOOSA RANCH

ESTATES, A SUBDIVISION AS RECORDED IN PUT BOOK 20, PAGE 116 OF SAID RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE, SOUTH 88 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 721.69 FEET TO THE WEST LINE OF THE HEREINAFTER DESCRIBED DEVELOPMENT PARCEL; THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 12 DEGREES 51 MINUTES 51 SECONDS WEST, A DISTANCE OF 260.34 FEET; NORTH 13 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 476.35 FEET; NORTH 15 DEGREES 08 MINUTES 56 SECONDS WEST, A DISTANCE OF 344.33 FEET; NORTH 16 DEGREES 59 MINUTES 44 SECONDS WEST, A DISTANCE OF 256.14 FEET; NORTH 26 DEGREES 06 MINUTES 40 SECONDS WEST, A DISTANCE OF 223.55 FEET; NORTH 22 DEGREES 18 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.31 FEET; NORTH 25 DEGREES 57 MINUTES 55 SECONDS WEST, A DISTANCE OF 281.60 FEET; NORTH 36 DEGREES 05 MINUTES 42 SECONDS WEST, A DISTANCE OF 237.62 FEET; NORTH 41 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 66.39 FEET; NORTH 41 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.48 FEET; NORTH 48 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 93.29 FEET; NORTH 62 DEGREES 10 MINUTES 31 SECONDS WEST, A DISTANCE OF 336.14 FEET; AND NORTH 88 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 128.46 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL 2, All of The Manors at Wilmer Valley Plat One, a Subdivision according to the plat thereof recorded in Plat Book 46 page 38 of the St. Charles County Records.

EXHIBIT " C "

Legal Description: 11 Acres

A tract of land being part of the Northwest Quarter of the Southwest Quarter of section 25, Township 47 North, Range 1 East, St. Charles County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 25; thence along the South line of said Northwest Quarter, South 89 degrees 56 minutes 38 seconds West, a distance of 289.91 feet to the true Point of Beginning; thence continuing along said South Line, South 89 degrees 56 minutes 38 seconds West, a distance of 1062.75 feet to the Centerline of Willmer Road; thence along said Centerline, North 01 degrees 17 minutes 49 seconds East, a distance of 483.61 feet to the South line of Land now or formerly of William Truss and Barbara J. Truss, as recorded by Deed in Book 2908, Page 1690 of the St. Charles County, Missouri, Recorder's Office; thence along said South line the following courses and distances; South 88 degrees 55 minutes 31 seconds East, a distance of 1073.09 feet and South 02 degrees 36 minutes 45 seconds West, a distance of 462.80 feet to the Point of Beginning.

The above described tract of land containing 11.596 Acres is based upon an actual Boundary Survey completed by Cole and Associates, Inc., during the month of January, 2006 and is subject to all Easements, Restrictions, Reservations and Conditions of Record, if any.