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GERALD E SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT **AMDT** GRANTOR **PEVELY FARMS HOMEOWNERS ASSOCIATION** TO GRANTEE
PROPERTY DESCRIPTION: **SEC: 29 TWP: 44N RNG: 4EWOP**

Lien Number	Notation X	Locator
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NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs.** Only the **DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET.**

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number 00624

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 36 pages, (this page inclusive), was filed for record in my office on the 13 day of December 2017 at 02:47PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

KRG
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

STEVE COCKRIEL 3660 SOUTH GEYER RD SUITE 320 ST LOUIS, MO 63127
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Destination code **VC M**

RECORDING FEE **126.00**
(Paid at the time of Recording)

35

Notation

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Tenth Amendment to, and Complete Restatement of, the Declaration of Restrictions, Covenants and Conditions for Pevely Farms

Date of Document: December 7, 2017

Grantor: Pevely Farms Homeowners Association

Grantor's Address: 1650 Des Peres Road, Suite 303, St. Louis, Missouri 63131

Grantee: Pevely Farms Homeowners Association

Grantee's Address: 1650 Des Peres Road, Suite 303, St. Louis, Missouri 63131

Legal Description of Property: See Exhibit A attached hereto

WHEN RECORDED, RETURN TO:

Steven M. Cockriel
Cockriel & Christofferson, LLC
3660 South Geyer Road, Suite 320
St. Louis, Missouri 63127-1223

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. 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 document. In the event of a conflict between the provisions of the attached document and the provisions of this cover page, the attached document shall prevail and control.

**TENTH AMENDMENT TO, AND COMPLETE RESTATEMENT OF, THE
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR
PEVELY FARMS**

THIS TENTH AMENDMENT TO, AND COMPLETE RESTATEMENT OF, THE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR PEVELY FARMS, is made effective December 7, 2017, by Mike Roberts as President of Pevely Farms Homeowners Association (for recording and indexing purposes, both the “*Grantor*” and the “*Grantee*”).

RECITALS

A. The Trust Established Under Item 4 of the Will of Arthur F. Kerckhoff dated December 19, 1995, as the sole owner of certain real property located in the County of Saint Louis, Missouri, as legally described on Exhibit A attached hereto (the “*Property*”) executed that certain Declaration of Restrictions, Covenants and Conditions for Pevely Farms (“Declaration”) dated August 25, 1998 and recorded on August 26, 1998 in the Office of the Recorder of Deeds of Saint Louis County, Missouri at Book 11739 Page 1452-1490.

B. The Declaration has previously been amended nine (9) times.

C. The Owners of the Lots in Pevely Farms Subdivision wish to further amend the Declaration and to restate all of the terms in a single document.

D. Pursuant to Article 18, General Provisions, Section 18.2 of the Declaration, the Declaration may be amended at any time upon the written consent of the Owners of at least two-thirds (2/3) of the Lots, provided however, such amendment cannot reduce or modify the obligation or right granted to or imposed upon the Board with respect to maintenance of the Common Land and the power to levy assessments thereof or to eliminate the requirement that there be a Board or Directors unless some person or entity is substituted for the Board or the Directors with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County; and provided further that such amendment shall have been first approved by the Planning Director of St. Louis County, Missouri.

E. There are 156 Lots in Pevely Farms Subdivision as reflected in the 2nd Amended Preliminary Plan approved on August 18, 2009 by the St. Louis County Department of Planning.

F. Two-thirds (2/3) of 156 Lots is 104 Lots.

G. The Owners of not fewer than 104 Lots have given their written consent to this Tenth Amendment to, and Complete Restatement of, the Declaration.

H. This Tenth Amendment to, and Complete Restatement of, the Declaration does not reduce or modify the obligation or right granted to or imposed upon the Board with respect to maintenance of the Common Land and the power to levy assessments thereof or to eliminate the requirement that there be a Board or Directors unless some person or entity is substituted for the

Board or the Directors with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County.

I. The Planning Director of St. Louis County has approved this Tenth Amendment to, and Complete Restatement of, the Declaration.

NOW, THEREFORE, the Declaration is restated and amended as follows:

The terms and conditions of the original Declaration and all previous amendments to the Declaration are hereby declared void and unenforceable and are replaced in their entirety by the following terms and conditions:

ARTICLE 1 - DEFINITION OF TERMS

The following words when used in this Declaration shall have the following meanings:

1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.
2. "Association" shall mean and refer to Pevely Farms Homeowners Association, a Missouri nonprofit corporation, and its successors and assigns.
3. "Board" shall mean and refer to the Board of Directors of the Association.
4. "Bylaws" shall mean and refer to the bylaws of the Association
5. "Common Land" shall mean and refer to those areas of land, ponds and lakes, if any, created by the Density Development Plan, as amended, and located on the Property and owned or maintained by the Association and intended to be devoted to the common use and enjoyment of the members of the Association.
6. "Covenants and Restrictions" shall mean and refer to the restrictions, covenants, and conditions contained in this Declaration.
7. "Declarant" means Crescent Farms South, LLC and its successors and assigns succeeding to ownership of all Property owned by Declarant (including all Lots not then platted, if any) not theretofore conveyed or sold to a builder/developer for development and resale to the ultimate residential users thereof.
8. "Declaration" shall mean and refer to this Tenth Amendment to, and Complete Restatement of, the Declaration of Restrictions, Covenants and Conditions for Pevely Farms, as it may be amended.
9. "Density Development Plan" shall mean and refer to the Density Development Plan approved February 19, 1998, as it may be amended.

10. "Excluded Lots" shall mean those lots or property identified on Exhibit B attached hereto and as may be subsequently agreed by the Association. The person(s) or entity(ies) owning any such Excluded Lot(s) shall be a member of the Association as a result of such ownership. The Excluded Lots are not subject to the terms and provisions of this Declaration.

11. "Lot" shall mean and refer to any lot shown on the Pevely Farms Subdivision plat(s) of the Property, with the exception of Common Land and Excluded Lots as herein defined.

12. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association.

13. "Operating Committee" shall mean the committee responsible for managing and overseeing the day-to-day operations of the Association.

14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Excluded Lot situated upon the Property but shall not mean or refer to the holder of a security interest in any Lot unless and until such security interest holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

15. "Pevely Farms" shall mean and refer to the plat(s) of the Subdivision.

16. The "Property" shall mean the land described in Exhibit A and the plat or plats subdividing said land, and any such property as may be later annexed thereto.

17. "Rules and Regulations" are those rules and regulations established pursuant to Article 3, Section 3.2.

18. "Subdivision" shall mean and refer to the subdivision plat or plants of the land described on Exhibit A to be known as Pevely Farms Subdivision and to be recorded in the office of the St. Louis County Recorder.

ARTICLE 2 - PROPERTY SUBJECT TO THIS DECLARATION:

Section 2.1. Property Subject to this Declaration. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Louis County, Missouri, and is more particularly described on Exhibit A.

ARTICLE 3 - PERSONS SUBJECT TO DECLARATION AND TO RULES AND REGULATIONS

Section 3.1. Declaration. All Owners, tenants, trustees, trust beneficiaries, deed of trust beneficiaries, mortgagees, guests, occupants of Lots shall comply with this Declaration. The acceptance of a deed, the exercise of any indicia of ownership, the entering into a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Lot constitutes an agreement that the provisions of this Declaration are accepted and ratified by such Owner, tenant, mortgagee, trustee, trust beneficiary, deed of trust beneficiary, guest, or occupant. All the provisions of this Declaration are covenants running with the land and shall bind any persons having at any time an interest or estate in such Lot.

Section 3.2. Adoption of Rules and Regulations. The Association through its Board may from time to time adopt Rules and Regulations regarding the use and occupancy of the Common Land. All Owners, Tenants, mortgagees, trustees, trust beneficiaries, deed of trust beneficiaries, guests, and occupants shall comply with such Rules and Regulations as promulgated by the Association.

ARTICLE 4 - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1. Membership. Every person or entity who is a record Owner of a fee simple interest in any Lot which is subject to this Declaration shall automatically be a Member of the Association. The rights of a Member shall be exercisable appurtenant to and in conjunction with ownership of a Lot. For each Lot owned, either vacant or improved, the Owner thereof shall be entitled to one Membership. Membership shall confer certain rights and privileges as described herein, provided that any person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member. For the purpose of this Declaration, the word "Member" shall include any beneficiary of trust holding legal title to one or more Lots.

Section 4.2. Transfer. The membership held by any Owner shall not be transferred, or pledged in any way. The sale of any Lot shall carry with it all the incidents of ownership of the Common Land although such is not expressly mentioned in the deed; provided, that no right or power conferred upon the Board shall be abrogated. Any conveyance or change of ownership of any Lot shall convey with it Membership in the Association, although such is not mentioned in the deed and no membership in the Association can be conveyed by an Owner except as incident to the sale of a Lot.

Section 4.3. Voting Rights. The Association shall have one class of voting membership. Each Member of the Association shall be entitled to one (1) vote for each Lot owned. When more than one person holds a fee or undivided fee interest in any Lot, the vote for such Lot shall be exercised as they among them shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

Section 4.4. Meetings of Members. The quorum for all meetings of Members shall be the Owners of 50% of the Lots, in person or by proxy, and any action taken shall be by a majority of those voting in person or by proxy.

Section 4.5. Annual Meetings. The annual meeting of the Members shall be held on the last Thursday of February each year at a location and time set by the Board. Fifty percent (50%) of the Members, present in person or by proxy, shall constitute a quorum for the purpose of conducting any business properly coming before the Members at an annual or special meeting of the Members.

Section 4.6. Special Meetings. Special meetings of the Members may be called by the President of the Board, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by no less than five percent (5%) of the Members.

Section 4.7. Notice of Meetings. Written or printed notice stating the time and place of any meeting of the Members shall be delivered either personally, by mail or by email to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting. In addition, in the case of a Special Meeting, the Notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a Special Meeting except as stated in the notice.

Section 4.8. Open Meetings, Executive Session. Notwithstanding anything contained in this Declaration or in the By-Laws of the Association to the contrary, all Directors' meetings and all records pertaining to Subdivision matters including budgets and financial records, shall be open to all Members unless they relate to personnel matters, legal actions, causes of action, litigation, or are otherwise protected by attorney-client privilege or work product, and such records shall be retained for three (3) years unless a majority of Members authorizes their destruction.

ARTICLE 5 - DECLARANT RIGHTS

Section 5.1. Reservations by Declarant. Except as provided in Section 15.29, notwithstanding any provisions of this Declaration to the contrary, the Declarant reserves the following rights, powers, and exceptions regarding each and every Lot subject to the terms and provisions of this Declaration.

Section 5.1.1. Signs. Nothing herein shall be construed to prohibit the Declarant (or any builder/developer approved by Declarant) from establishing or erecting such promotional signs as it shall determine necessary, in its sole discretion, on any Lot, or Lots, common land or rights of way, of the Property - provided said signs are placed only upon property owned by Declarant (or any builder/developer approved by Declarant). Any such promotional sign may be of a type, size character and location as Declarant solely shall determine suitable to advertise the availability of a Lot or Lots for sale. Declarant hereby grants to each builder/developer, for use by such builder/developer, a non-exclusive license to use the name "Pevely Farms" and the "barn

logo" previously approved by Declarant in all logos, signage, advertising and other marketing and promotions for the sale and development of residential housing on the Subdivision; provided, however, that except as hereinafter set forth, Declarant shall have the right to approve each such use in advance. Declarant shall approve or disapprove any such use in writing within ten (10) days after submission by a builder/developer, and if not expressly disapproved during such period, the submission shall be deemed approved. Notwithstanding the foregoing provisions of this Section 5.1.1, any builder/developer may utilize the name "Pevely Farms" and/or the "barn logo" previously approved by Declarant without the prior approval of Declarant. To the extent within his power to do so, Declarant grants the Association the right to use the "horse head Pevely Farms logo" for Association business.

Section 5.1.2. Temporary Structures. Nothing herein shall be construed to prohibit the establishment or maintenance by Declarant (or any builder-developer approved by Declarant) of a temporary trailer or outbuilding for the purpose of a sales office, construction headquarters, or other purpose it deems necessary on land owned by the Declarant or the builder-developer, for so long, and until, the last of its Lots has been sold by the Declarant or the builder-developer.

Section 5.1.3. Liability for Assessments. No Lot owned by the Declarant shall be subject to the provisions of Article 11 entitled "ASSESSMENTS AND COLLECTION", and the Declarant shall not be subject to the requirements thereof and shall not be held responsible for the payment of any annual, monthly, special or specific assessment hereunder. Any Lot sold or transferred by the Declarant to a builder/developer shall be exempt from paying annual assessments under Article 11 of the Declaration until the first to occur of: (a) the date such Lot is sold or conveyed by the builder/developer to any other person or entity, or (b) the third (3rd) anniversary of the date such Lot was initially sold or conveyed by the Declarant to the builder/developer.

Section 5.1.4. Refunds. Declarant (or original builder-developer approved by Declarant) reserves the right to receive any utility or development deposits or escrows which may be refunded to the maker thereof.

Section 5.2. Street Lights. The Association may enter into a binding contractual arrangement with an electric company to provide street lights to the Subdivision, and the Association shall take by assignment the Declarant's or an original builder-developer's contractual obligations upon the Association's acceptance of the street for maintenance purposes.

ARTICLE 6 - CREATION OF THE ASSOCIATION

Section 6.1. "Pevely Farms Homeowners Association" shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

1. this Declaration;
2. the Articles of Incorporation;

3. its Bylaws; and
4. the laws of the State of Missouri pertaining to nonprofit corporations.

The Association is vested with the right in its own behalf and on behalf of each Owner to enforce all the restrictions, conditions, easements, liens, and covenants contained in this Declaration.

Section 6.2. Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Bylaws, shall be vested in the Board of Directors, unless otherwise specified.

ARTICLE 7 - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1. Common Land. The Association through the Board, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Land, all subdivision streets, the easement areas and all plantings and all improvements to them, (including furnishings and equipment related to them, if any, and particularly the entrance monuments) and shall keep them in good, clean, attractive, and sanitary condition, order and repair.

Section 7.2. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it by this Declaration or reasonably necessary to effectuate any such right or privilege.

Section 7.3. Trash Collection. The Association, if it deems it advisable, may negotiate and contract with one or more trash collection companies to service and/or collect trash from all Lots located within the Subdivision.

Section 7.4. Financial Management. Financial management for the Association shall be provided by a reputable third-party management company which does not have any direct affiliation with the Declarant or any Lot owner in the Subdivision.

ARTICLE 8 - BOARD OF DIRECTORS POWERS AND DUTIES

Section 8.1. Powers and Duties. The Board may act in all instances on behalf of the Association, unless a vote of the Members is required by this Declaration or the Articles of Incorporation or the Bylaws of the Association. The Board shall have the powers necessary for, and the duties which flow from, the administration of the affairs of the Association and of Pevely Farms which shall include, but not be limited to, the following;

Section 8.1.1 Adopt and amend Bylaws and Rules and Regulations;

Section 8.1.2. Adopt and amend budgets for revenues, expenditures, and reserves;

Section 8.1.3. Collect assessments from Owners;

Section 8.1.4. Hire and discharge a manager and other employees, agents, and independent contractors;

Section 8.1.5. Institute, defend, or intervene in litigation or administrative proceedings on behalf of and in the name of the Association on matters affecting Pevely Farms;

Section 8.1.6. Make Contracts and incur liabilities and indebtedness for any of the purposes set forth in this Article 8;

Section 8.1.7. Regulate the use, maintenance, and repair of the Subdivision streets, easements and Common Land;

Section 8.1.8. Cause additional improvements to be made as a part of the Subdivision;

Section 8.1.9. Acquire, hold or encumber, in the Association's name any right, title or interest to real property or personal property and convey, dedicate or transfer all or any part of the Common Land to any public agency or authority for such purposes and subject to such conditions as the Board may determine;

Section 8.1.10. Grant easements on and over Common Land for any period of time, including permanent easements;

Section 8.1.11. Impose interest for late payment of assessments or other monies due the Association;

Section 8.1.12. Exercise all powers conferred by this Declaration which may be exercised in this State by legal entities of the same type as the Association;

Section 8.1.13. Until such time as notified that these are no longer necessary by Missouri American Water Company, the Operating Committee shall adopt such water conservation policies and regulations as they deem reasonable and appropriate to help keep water usage down to reasonable levels and to help minimize peak demands upon the water system.

Section 8.1.14. Until such time as notified that these are no longer necessary by Missouri American Water Company, the Operating Committee shall set reasonable limitations on the amount of irrigation water and amount of land to be irrigated on any Lot.

Section 8.1.15. Until such time as notified that these are no longer necessary by Missouri American Water Company, the Operating Committee may require both new home buyers and builders to complete an Irrigation and Water Conservation Acknowledgement that identifies the square footage of irrigation for the lot and identifies the irrigation watering schedule for the lot.

Section 8.2. Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the property of the Association, the Board is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Directors of the Association need be made parties, and in any event the proceeds received shall be held by the Association.

Section 8.3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including legal fees incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith.

Section 8.4. Compliance with Laws. Notwithstanding any other conditions herein, the Board shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the Subdivision may become a part and for such purpose shall not be limited to the maximum assessment provided for herein.

ARTICLE 9 - ELECTION OF BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION

Section 9.1 Number, Election and Term of Directors. The number of Directors of the corporation shall be five (5), each of whom shall initially be elected by the Members at a special meeting for that purpose and known as the Original Directors. Two Original Directors shall be elected for an initial term to expire at the next succeeding annual meeting of the Members, two Original Directors shall be elected for an initial term to expire at the second succeeding annual meeting of the Members, and the fifth Original Director shall be elected for an initial term to expire at the third succeeding annual meeting of the Members. Upon the expiration of each Original Director's term, a successor Director shall be elected by the Members. Elections of Directors shall be held at each annual meeting of the Members. Each election shall be held upon the expiration of the applicable Director or Directors, to elect a replacement therefor for a term of three (3) years, so that the term of two such Directors shall expire every two out of every three years, and the term of one such Director shall expire in one out of every three years. Each Director shall be a Member, provided, however, that (i) if a Member is a business entity, the members, managers, officers or other equivalent executives of such entity may designate a number of persons (not to exceed the number of memberships held by such entity) in its behalf as persons eligible for appointment or election as a Director, and (ii) if a Member is a trust, the Trustee(s) of the trust may designate a number of persons (not to exceed the number of memberships held by such trust) in its behalf as persons eligible for appointment or election as a Director. In the case of the death, resignation or disqualification of any one or more of the Directors, successor(s) shall be elected by the Members at the next annual meeting or at a special meeting called for that purpose after notice thereof is given as provided herein. Members holding fifty percent (50%) of the then existing memberships, present in person or by proxy, shall

constitute a quorum for the purpose of electing Directors. A vote by Members holding a majority of the memberships present in person and by proxy shall be required to elect a Director.

At least three (3) of the Board members must be current residents of the Subdivision - not simply lot owners. If for any reason there are less than three (3) resident Board members, then the short-fall will be filled as and when vacancies arise on the Board.

Section 9.2 Director Vacancies. Where the provisions of this Indenture cannot be fulfilled by reason of unfilled vacancies among the Directors, the County Council may upon the petition of any concerned Owner of any Lot appoint one or more Directors to fill vacancies until such time as Directors are selected in accordance with this Indenture.

Section 9.3 Number, Election and Term of Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers and assistant officers as the Board of Directors may from time to time determine. The President shall be chosen from the members of the Board of Directors. The remaining officers of the corporation need not be chosen from the members of the Board, but they may be so chosen. The officers of the Association shall be elected by the Board for the terms in accordance with the terms and provisions of the Association's bylaws. The Treasurer of the Association shall always be a resident of the Subdivision.

Section 9.4 Operating Committee. The members of the Operating Committee will be selected by the Treasurer of the Association.

ARTICLE 10 - PROPERTY RIGHTS IN THE COMMON LAND

Section 10.1. Owners' Easements of Enjoyment. Subject to the right reserved herein to limit or prohibit the use of Common Land, and subject to the provisions of Section 10.2 hereof, every Owner shall have a right and easement of enjoyment in and to the Common Land and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 10.2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

Section 10.2.1. The right of the Association to borrow money for the purpose of improving or maintaining the Common Land; and

Section 10.2.2. The right of the Association to promulgate Rules and Regulations governing the use of the Common Land, including, without limitation, the right to restrict or limit their usage or to permit, on such terms and deemed appropriate by the Board, their use by non-Owners; and

Section 10.2.3. The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Owner for any period during which any assessment or fee remains

unpaid; and for such period as it considers appropriate for any infraction of its published Rules and Regulations; and

Section 10.2.4. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Land and to require licenses and license fees where it is deemed necessary by the Board; and

Section 10.2.5. The right of the Association to dedicate or transfer all or part of the Common Land to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association and public agency or authority; and

Section 10.2.6. The right of the Declarant or other builder-developers authorized in writing by the Association to utilize Common Land for promotional purposes during periods of development; and

Section 10.2.7. The right of the Association to grant such easements and rights of way in the Common Land to such utility companies or public agencies or authorities or other persons or entities as it shall deem necessary or appropriate; and

Section 10.2.8. The right of the Association to grant Owners perpetual easements over any part of the Common Land for such portion of their dwelling unit that may overhang said Common Land, and for pedestrian ingress and egress to and from any dwelling over said Common Land; and

Section 10.2.9. The right of the Association to enter into licensing agreements with commercial enterprises for the operation of recreational facilities and related concessions for the benefit of Owners and residents of the Subdivision.

Section 10.2.10. Changes to Lot Lines. The right and power of the Association to convey portions of the Common Land for the purpose of adjusting the boundaries of the Common Land and/or the boundaries of the various Lots, provided, that nothing herein shall be construed as reducing the required area of Common Land of Pevely Farm, or reducing the minimum lot size as approved by St. Louis County.

Section 10.2.11. The right and power of the Association to add, convey or exchange portions of the Common Land to one or more adjoining landowners for boundary adjustment purposes only (but subject to easements of record, as applicable).

Section 10.3. Use of Common Area by Non-Residents. Non-residents and the Owners of Excluded Lots shall have the right to use the Common Land subject to the following terms and conditions:

- a) No resident of the Density Development shall be denied the use of the open space, recreational facilities, or the Common Property for any reason related to the extension of such privilege to non-residents of the Density Development.

- b) All rules and regulations promulgated pursuant to this Development with respect to residents of the Density Development shall be applied equally to the residents.
- c) All rules and regulations promulgated pursuant to this Declaration with respect to non-residents of the Density Development shall be applied equally to the non-residents; and
- d) At any time after the recording of this Declaration, a majority of the Owners of the Density Development, by election duly called, may elect to allow or disallow usage of the open space, recreational facilities, or other common grounds by non-residents of the Density Development

ARTICLE 11 - ASSESSMENTS AND COLLECTION

Section 11.1. Purpose of Assessments. The assessments described in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Lots in the Subdivision, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board. This Article 11 is subject to the provisions of Article 5 encompassing rights of the Declarant.

Section 11.2. Use of Funds. Assessment funds shall be used for:

Section 11.2.1. Expenses of administration, maintenance, insurance, and repair or replacement of the Subdivision streets, easements and Common Land or other projects as deemed necessary and appropriate by the Board.

Section 11.2.2. Repayment of debt incurred by the Association pursuant to any provision of Article 8 of this Declaration;

Section 11.2.3. Expenses for regular maintenance, administration and operation of the street lights, trash collection and irrigation of common land incurred by the Association;

Section 11.2.4. Expenses associated with the subdivision roads, including, but not limited to snow removal, maintenance, landscaping and repair.

Section 11.2.5. Such reserves as may be established by the Board for repair, replacement or additions to the Subdivision easements or Common Land or other projects, or any other real or personal property acquired or held by the Association.

Section 11.3. Assessment Charges. Each Owner by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- A. Annual assessments and monthly assessments for expenses;

B. Specific assessments against any particular Lot which are established by this Declaration; and

C. Special assessments, which shall relate to a particular, one-time-only project.

Section 11.4. All such assessments, together with late charges, interest not to exceed the maximum legal rate, out of pocket costs, and attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Section 11.5. Each such assessment together with late charges, interest, out of pocket cost, and attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for whatever portion may be due at the time of conveyance.

Section 11.6. Assessments shall be paid in the manner and on dates fixed by the Board. Each Lot subject to any assessment under this Declaration (except for any specific assessment against such Lot under Section 11.3(B) of this Declaration), to the extent not exempted from the provisions of this Article 11 under Section 5.1.3 of this Declaration, shall be assessed, according to its proportionate share of such assessments (but subject to the limits imposed under Section 11.2.3 of this Declaration), which proportionate share shall be based on a fraction, the numerator of which shall be the number "1" and the denominator of which shall be the number "165" (the maximum number of Lots which may be created under the Density Development Plan as of the date of this Declaration). Each Lot owner shall be credited in an amount equal to its proportionate share of any expenses which are included within any assessment payable by such Lot owner.

Section 11.7. Annual Assessment. The Board shall have the authority to levy uniform annual assessments against each Lot not to exceed One Thousand Ninety-Five Dollars (\$1,095.00) per year per Lot, whether vacant or improved; provided, however, that the Board may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index as indicated by the last available Index published prior to the assessment year (\$1,095.00 was set on January 1, 2016) over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such Index be discontinued, the Board shall utilize a successor index, determined by the Board in its sole judgment, to be most similar to the discontinued Index. In addition to annual assessments, the Board shall have the authority to levy monthly assessments for any recurring expenses described in Sections 11.2.1 through 11.2.4 of this Declaration which are not otherwise paid for out of annual, specific or special assessments, as determined by the Board from time to time.

Section 11.8. Specific Assessments. The Board may also levy a specific assessment against any Owner to reimburse the Association for costs incurred in bringing the Owner and/or his Lot into compliance with the provisions of the Declaration, the amendments thereto, the Articles of Incorporation, and the Bylaws and the Rules and Regulations of the Association. Specific assessments may be levied upon the vote of the Board after notice to the Owner and the opportunity for a hearing before the Board.

Section 11.9. Special Assessments. In the event that the Board considers it necessary to make any expenditure requiring an assessment for a particular project, it shall submit in writing to the Members for approval an outline of the plan for the project contemplated and the estimated amount required for completion. The special assessment must be approved by the assent of the majority of the Members at a meeting duly called for the purpose. Notice shall be provided to all Members at least thirty (30) days prior to such meeting. The Owners of fifty percent (50%) of the Lots, in person or by proxy, shall constitute a quorum.

Section 11.10. Calendar Year; Proration. Annual assessments and additional assessments are to be calculated on a calendar year basis. Proration shall occur for any year in which the ownership of a Lot changes from a person or entity exempt from paying such assessment to a third-party purchaser of a Lot.

Section 11.11. Lien for Assessments.

Section 11.11.1. All sums assessed against any Lot pursuant to this Declaration together with any late charges, interest, out of pocket costs and reasonable attorney's fees actually incurred, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except for liens of ad valorem taxes.

Section 11.11.2. All other entities acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for the assessments described in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 11.11.3. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from lien rights or any assessments later becoming due.

Section 11.11.4. The purchaser of a Lot shall be liable for the unpaid assessments chargeable to such Lot.

Section 11.12. Effect of non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent.

Section 11.12.1. Interest shall accrue on all delinquent assessments at the rate of nine percent (9%) per annum from the date payment was due.

Section 11.12.2. If the assessment is not paid within sixty (60) days of the due date, a lien shall attach and the lien shall include the interest due under Section 11.12.1; all out of pocket costs incurred by the Association; all costs of collection including attorney's fees actually incurred; and any other amounts provided or permitted by law. A notice of claim of lien may be recorded by the Association.

Section 11.12.3. In the event the assessment remains unpaid after ninety (90) days from the due date, the Board may institute suit in the name of the Association to collect such amounts and/or foreclose its lien.

Section 11.12.4. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against the Owner personally for all sums due and/or to foreclose the lien in the manner established pursuant to the laws of the State of Missouri as they may exist from time to time. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners.

Section 11.12.5. The Association, acting on behalf of the Owners, shall have the power to bid on any Lot at any foreclosure sale and to acquire, hold, lease, mortgage, or convey such Lot.

Section 11.12.6. All payments shall be applied first to collection costs and attorney's fees, then to interest, then to newly delinquent assessments, then to any unpaid installments of the assessments which are coming due within thirty (30) days of payment, and then to any unpaid installments of the assessments which are the subject matter of suit.

Section 11.12.7. Upon the timely cure of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the Board is authorized to record an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Board to cover the costs of preparing and recording such notice and such release.

Section 11.12.8. The assessment lien shall be in addition to all remedies provided in this Declaration or the Articles of Incorporation or the Bylaws or remedies provided or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law or equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 11.13. A transfer fee of \$1,500.00 on new construction for capital expenditures to be paid by the buyer purchasing a home or lot from a builder, not upon resale of any existing home. This fee shall also apply whenever a new home is constructed on any lot.

ARTICLE 12 - INSURANCE

Section 12.1. Authority. The Board shall obtain insurance for the needs of the Subdivision. Casualty insurance shall be in an amount sufficient to cover the full replacement cost of any personal property or repair or reconstruction in the event of damage or destruction from insurable hazards, if such insurance is reasonably available.

Section 12.1.1. All liability and casualty insurance coverage obtained by the Board shall be written in the name of the Association as owner and beneficiary.

Section 12.1.2. In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

Section 12.2. The Association has no responsibility to provide liability or casualty insurance nor insurance of any other type upon any Lot.

Section 12.3. The Board shall procure Directors and Officers Insurance.

ARTICLE 13 - ARCHITECTURAL AND ENVIRONMENTAL RESTRICTIONS

The property shall be subject to the following architectural and environmental restrictions:

Section 13.1. Review by Board. From and after the conveyance of an improved Lot by Declarant, (or by a builder-developer approved by Declarant who purchases lots for sale to ultimate residential users) no building, fence, wall or other structure shall be commenced, erected or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the Architectural Committee as to harmony of external design, types of materials, colors and location in relation to surrounding structures and topography. In the event the Architectural Committee shall fail to approve or disapprove such design, materials, colors and location within forty-five (45) 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 section will be deemed to have been fully complied with. The Architectural 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. The Board and the Architectural Committee shall develop written standards for residential construction on the Lots, and such standards may differ among Lots; provided, however, that such standards shall be consistent with the provisions of Section 13.2 of this Declaration. In the event a builder/developer acquiring one or more Lots objects to the standards developed for the Lot or Lots purchased by such builder/developer, such builder/developer may propose changes, consistent with the provisions of Section 13.2 of this Declaration, prepared by its architect, and if the builder/developer's architect and the Board and the Architectural Committee are unable to agree on the standards that will govern such Lot or Lots, any issues in dispute shall be resolved by a third and independent, licensed architect, selected jointly by such the builder/developer's architect and the Architectural Committee, who may use their professional discretion to resolve the dispute in question by selecting either the proposal or proposals (if there is more than one issue in dispute) of the builder/developer or of the Architectural Committee, as meeting the highest and best quality standards, and such determination shall be binding on the parties and their successors and assigns; provided, however, that in no event shall any such determination conflict with the requirements of Section 13.2. Each party shall bear its own architectural fees and expenses and share equally in the expenses and fees of the arbitrator. Architectural plans for all Lots shall be reviewed by the Architectural Committee in accordance with the provisions of

this Section 13.1. Architectural plans meeting the aforementioned standards shall be approved (even if intended for a different Lot), but the Architectural Committee shall have the right to exercise its discretion with regard to the approval of any proposed improvements which are not addressed by the aforementioned standards.

Section 13.2. Building and materials and Construction. It is the intent of this Declaration that all buildings and structures within the Property shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Architectural Committee shall evaluate the construction standards and building materials for all proposed construction to ensure that they are in conformance with the general objectives of the project as enumerated herein. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express consent of the Architectural Committee. All builder/developers shall be required to connect gas lines to the homes being constructed by such builder/developers, regardless of any purchaser's preference for an 'all-electric' home.

Section 13.3. Land and Landscaping Maintenance. It shall be the duty of the Owners to keep and maintain (including necessary cutting, watering, fertilizing, aerating, spraying, pruning, weeding, and replacement) the lawns, ground covers, trees, shrubbery, vines and landscaping beds on Lots, including all easements within Lots other than easements dedicated to the Association. Fertilizing and spraying shall be conducted in such a manner as to avoid contamination to the drainage system and destruction to plant materials. The Board shall have the right (upon ten (10) days' notice to the Owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner), at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim, prune or replace any hedge or other planting that in the opinion of the Board, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. All associated costs shall be paid by the Owner upon demand by the Board. The Board shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board to keep such property in a neat and good order, all at the cost and expense of the Owner (excepting however the Declarant or any builder-developer approved by Declarant who purchases lots for sale to ultimate residential users). All costs and expenses incurred by the Association hereunder shall be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property equal in priority to the lien provided for in Article 11 hereof, and enforceable in the same manner as therein provided. In addition to the foregoing rights, the Association may, in the interest of the general welfare of all the Owners, provide maintenance, including replacement of landscaping, if such maintenance or repair is necessary, and if, in the judgment of the Board, the Owner(s) have failed or refused to perform such maintenance within a reasonable time after written notice of the necessity thereof delivered by the Association. All costs and expenses incurred by the association shall be paid by the Owner(s) as applicable upon demand and if not paid within ten (10) days, they shall become a lien upon each Lot equal in priority to the lien provided for Article 11 hereof, and enforceable in the same manner as therein provided.

Section 13.4. Lakes, Ponds and Drainage System. Lakes, Ponds and Drainage Channels may serve an essential engineering purpose as an integral part of the drainage system. It is incumbent upon each and every Owner to respect the design and area of the lakes, ponds and drainage channels and it shall be each Owner's responsibility to ensure that sufficient protective measures are taken at all times to prevent any and all debris from such Owner's lot from entering storm sewers, drainage channels, ponds and lakes. Particular attention shall be given to erosion control and the prevention of the introduction of dirt, sand, mud or silt into the lakes, ponds and drainage facilities. Each Owner shall be responsible for maintenance of the drainage easements and channels on his Lot and shall ensure that these areas are kept free of trash and refuse and that the grass in these areas is maintained at the height prescribed by the Board. Any discharge of liquid or solid waste or sanitary waste into the interior drainage facilities from any building site is expressly prohibited. Specific precautions shall be taken to exclude or prevent petroleum products, polluting type fertilizers, insecticides, herbicides, and to minimize rock salt and other snow and ice melting chemicals from entering the storm sewer and interior drainage system. No structure, planting or activity shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels or obstruct or retard the flow of water through said drainage channels. If any Owner fails to comply with these provisions, the Board is empowered to correct all violations at the expense of the Owner concerned, which expenses shall be a lien upon the property of such Owner, equal in priority to the lien provided for in Article 11 hereof and enforceable in the same manner as therein provided.

Section 13.5. Sanitary Sewer and Water Systems. No Owner shall take any action with regard to any easement for or any portion of the sanitary sewer and water systems so as to interfere with the operation of said systems. No Owner shall construct, erect, or maintain any permanent structure of any nature, or install permanent pavement or any other obstacle which is not readily removable on any easement for said systems. Each Owner shall maintain the easement so as to allow free ingress and egress for repairs to or replacement of the systems. If the Association or the Utility Service Provider is required to remove any such structure or pavement in the course of maintenance or repairs of the systems, the Owners requiring such work shall be solely responsible for the costs and damages related thereto. The Utility Service Provider or the Association may trim, cut or remove any trees or vegetation on or near any easement necessary to maintain or repair the system. Any costs incurred by the Association or the Utility Service Provider in removing such obstacles to the enjoyment of the easement shall be paid to the Association or Utility Service Provider upon demand and if not paid within ten (10) days thereof they shall become a lien upon the property equal in priority to the lien provided for in Article 11 hereof, and enforceable in the same manner as therein provided. No Owner may remove soil from any utility easement and thereby reduce the depth to which any piping or other items are buried.

Section 13.6. Circulation Systems. Subdivision streets, pedestrian and bicycle circulation systems, horseback riding trails and golf cart trails, if any, throughout the Property are an integral part of the overall planning and design concept. All buildings or structures on Lots immediately adjacent to designated circulation systems shall allow for unrestricted passage on such easements established on the recorded plats of the Property.

Section 13.7. Lot Use. No Lot shall be improved, used, or occupied other than for residential occupancy by a single family.

Section 13.8. Building Setback Lines. Except as hereinafter may be provided, in no instance shall a building or residence be located nearer to the front, side or rear lot lines than the front, side and rear building lines shown on the Subdivision plat(s). Notwithstanding the foregoing, the topography of certain Lots may require variances in the building setback lines and orientations herein established, and the Board is hereby granted exclusive control over and the right, power and authority to grant, in its reasonable discretion, any such variance.

Section 13.9. Uncompleted Structures. No building, addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction.

Section 13.10. Garages. All garages must be either side or rear entry garages and must be attached to the main residence.

Section 13.11. Frontage. Each residence shall present a well-maintained frontage on the street on which it is located, and on both streets in the case of a corner lot. A side entry garage on a corner Lot may face one of the subdivision streets.

Section 13.12. Driveways. Driveways must be constructed of either asphalt or concrete. Any other paving materials must be first approved by the Board.

Section 13.13. Water Wells, Septic Tanks. Except as otherwise set forth in this Declaration, no Owner shall be permitted to drill his/her own well for water supply or use a septic sewer system. All Owners are required to connect to and utilize the water and sewer services provided by the Utility Service Provider.

ARTICLE 14 - RECONSTRUCTION

Section 14. Each owner, his successors and assigns, hereby covenants and agrees to maintain his Lot in a neat and proper condition and to perform all necessary repairs. Each Owner further covenants and agrees to promptly restore all or any portion of the Owner's dwelling unit and its appurtenances located on the Owner's Lot when destroyed or damaged by any cause, unless the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, in which case Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed before improvement.

ARTICLE 15 - USE RESTRICTIONS

The Property shall be subject to the following use restrictions for and on behalf of each and every Owner of any Lot and their grantees, lessees, successors, and assigns.

Section 15.1. Resubdivision. No Lot shall be subdivided nor shall a fractional part of any Lot be sold without the prior express written consent of the Board.

Section 15.2. No Commercial Activities. No commercial activities of any kind shall be conducted on any Lot other than a home occupation as defined in the Zoning Ordinance of the St. Louis County if effect as of the date of recording of this Declaration.

Section 15.3. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood in the judgment of the Board, including, but not limited to, the keeping of any domesticated animals or excessive public visits to or from any residential structure. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 15.4. Maintenance of Lots. Each Owner shall keep all grass, plantings and other vegetation on the Owner's Lot neatly cut, trimmed and in healthy condition.

Section 15.5 Obstructions. There shall be no obstruction of any portion of the Common Land or any storage or construction or planting thereon by any Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Land or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

Section 15.6. Animals. No animals, reptiles, birds, horses, rabbits, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except that no more than two household pets may be kept or maintained on any Lot, provided that such pets are kept in a fully enclosed area, and area protected by an electric fence, or are leashed. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Board in its sole judgment), or annoyance to the neighborhood is prohibited. No pets of any kind with vicious propensities shall be allowed.

Section 15.7. Parking of Motor Vehicles, Boats, Motorcycles, Campers and Trailers. No trucks or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot for more than 12 hours unless they are parked or stored in an enclosed garage, except only during periods of approved construction on the Lot. The foregoing prohibition shall not apply to temporary parking, such as for pick-up, delivery, and other commercial services.

Parking on streets overnight is prohibited.

In order to maintain fire lanes per code, all street parking within the Pevely Farms Subdivision will be on the right side only including all through streets and cul-de-sacs. Exceptions: When entering at the new south entrance of Lewis Road onto Stonewall Drive there will be no parking on the street from the entrance until Lot 107 due to street width restrictions. Additionally, at that point all street parking on Stonewall Drive will be on the left side when entering from the south entrance.

Section 15.8. Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing of the Board, except those already approved by Declarant.

Section 15.9. Obstruction of Traffic. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 15.10. Antennas. No outside radio or television antennas or satellite dishes shall be erected, installed, constructed or maintained on any Lot without the express written approval of the Board. Satellite dishes greater than 36 inches in diameter are expressly prohibited.

Section 15.11. Temporary Structures. No structures of a temporary character, trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 15.12. Storage of Rubbish. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless an above-ground receptacle is approved by the Board.

Section 15.13. Garages. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the side of the house which may front on a street.

Section 15.14. Boathouses, Docks and Wharfs. No boathouse, dock, wharf, or other structure of any kind shall be erected, placed or altered on the shores of a lake, pond or the Meramec River, without the written approval of the Board. The Board shall determine in which ponds or lakes, if any, fishing may be permitted and shall post appropriate regulations therefore.

Section 15.15. Shoreline Contours. Shoreline contours of lakes and ponds, if any, may not be changed without the written approval of the Board. No Lot shall be increased in size by filling in the waters, if any, upon which it abuts.

Section 15.16. Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used only for a residence for a single family, including parents. A single-family residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants. Garages are limited to use for storage of vehicles and accessories.

Section 15.17. Signs. Except as otherwise herein provided, no signs, window displays, or advertising signs shall be placed on any Lot or structure, other than the customary name and address signs not to exceed twenty-four (24) square inches in size. A "For Sale" or "For Lease" sign, not to exceed five (5) square feet in size, may be placed on any Lot for the sole and exclusive purpose of advertising for sale or lease the Lot upon which it is placed. The use restriction is subject to the provisions of Article 5, Section 5.1.2.

Section 15.18. Grades. Within any slope area established on the approved Subdivision Grading Plan, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems or change the direction or flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.

Section 15.19. Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in burrowing oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

Section 15.20. Dumping of Trash and Rubbish. No Lot or any portion of the Common Land shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage, or other waste shall not be kept on any Lot, except in sanitary containers, or other equipment shall be kept in a clean and sanitary condition. No such equipment shall be stored outside a building on any Lot, except that on any day designated for trash pickup, said trash, garbage, rubbish, refuse, and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pickup.

Section 15.21. Fuel Tanks. No fuel tanks or containers shall be placed, erected, installed, or constructed on or under any Lot. No underground, enclosed propane tank (or tank holding any other flammable or hazardous material) shall be allowed without prior approval by the Board.

Section 15.22. Swimming Pools. No swimming pool shall be erected or maintained without the prior written approval of the Architectural Committee. All swimming pools must be located in the rear yard area between two parallel lines extended from the sides of the main residence structure to the rear property line and be constructed of quality materials and installed in a manner to prevent water leakage or structural collapse. Above ground pools are not permitted. Above-ground spas may be installed within ten feet of the residential structure if first approved by the Architectural Committee.

Section 15.23. Fences; Patios; Storage Areas. No fencing, patios, decks, gazebos, screened porches or storage areas of any type shall be erected or maintained on any Lot without the prior written approval of the Architectural Committee.

Section 15.24. Laundry Lines. No temporary or permanent poles for attaching wires or lines for the purpose of hanging laundry shall be constructed on any Lot.

Section 15.25. Boarders. Owners shall not have the right to rent rooms to boarders. A "boarder" is a person who is not a member of the immediate family of the Lot Owner or principal occupant of a dwelling (with the exception of parents or foreign exchange students) but who resides therein and pays rent or remuneration in kind to the Lot Owner or principal occupant.

Section 15.26. Solar Collectors. No Lot shall have an exterior solar collection system, wind generator system, or any other similar type of system or appliance.

Section 15.27. Vehicle Repair. No unlicensed or inoperable motor vehicle shall be placed on any Lot. No repairing, body work, or painting of any motor vehicles, except while in an enclosed garage, shall be permitted and only then if the motor vehicle is owned by a resident dwelling on the Lot on which such activity takes place.

ARTICLE 16 - EASEMENTS

Section 16.1. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities and the sanitary sewer systems are reserved as shown on the Subdivision Plat of Pevely Farms. Such easements shall include the rights of egress and ingress for construction and maintenance purposes. No structure, planting, or other material shall be permitted to be placed or remain within easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels, or which in any other manner obstruct the use for which these easements are reserved.

ARTICLE 17 - REMEDIES AND ENFORCEMENT

Section 17.1. Enforcement. The Association and each person to whose benefit this Declaration inures, may proceed through the judicial system to prevent the occurrence or continuation of any violation of any provision of this Declaration.

Section 17.2. Suspension of Voting Rights. The Association may suspend all of any Owner's voting rights for any period during which any assessment against such Owner remains delinquent.

Section 17.3 Interest. Interest shall accrue on any amounts due to the Association from the Members or Owners for assessments, fees, costs or otherwise which are not paid when due at the statutory rate under Missouri Revised Statutes § 408.020, or such other rate as is established by the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws.

Section 17.4 Costs and Expenses. The Association, or its successors or assigns, may recover all reasonable costs and expenses incurred in enforcing the terms of this Declaration and collecting amounts due from the Members, including, but not limited to, attorney's fees, whether or not suit is filed.

Section 17.5. Optional Procedures for Enforcement. In addition to any remedies provided in this Declaration and/or any applicable Architectural Standards and Guidelines, the following fines may be assessed at the discretion of the Operating Committee or the Board:

Section 17.5.1. Fines. If any Lot Owner fails to take reasonable steps to correct any violation or breach of this Declaration, any applicable Architectural Standards and Guidelines, or any rules or procedures established by the Operating Committee or the Board, within five (5) calendar days after the delivery to the Lot Owner of a written notice of the violation or breach by the Operating Committee or Board, a fine of up to \$25 per calendar day may be assessed against the Lot Owner for each calendar day that the violation or breach continues. The written notice will be considered delivered to the Lot Owner on the date the Notice is sent via electronic mail, on the date the Notice is placed in the Lot Owner's mailbox, or three calendar days after sending the Notice via the United States Postal Service.

Section 17.5.2. Appeal Rights/Hearing. A Lot Owner may appeal the amount and/or assessment of any fines and/or the determination that there has been a violation or breach of this Declaration, any applicable Architectural Standards and Guidelines, or any rules or procedures established by the Operating Committee or the Board, by requesting a hearing before the body that made the determination ("Body") and/or set the fine. The hearing will be scheduled at a mutually agreeable time and location. At the hearing, the Lot Owner shall present any evidence that it wishes the Body to consider. The decision reached by the Body after the hearing shall be final and binding upon the parties; subject only to review by the Board if the Board was not the Body.

ARTICLE 18 - GENERAL PROVISIONS

Section 18.1. Duration. The covenants and conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot, his respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After that they shall be automatically extended for successive periods of ten (10) years each. In the event the Subdivision is vacated, fee simple title in the Common Ground shall vest in the then Lot Owners as tenants in common.

Section 18.2. Amendment. This Declaration may be amended at any time upon the written consent of the Owners of at least two-thirds (2/3) of the Lots, provided however, such amendment cannot reduce or modify the obligation or right granted to or imposed upon the Board with respect to maintenance of the Common Land and the power to levy assessments thereof or to eliminate the requirement that there be a Board or Directors unless some person or entity is substituted for the Board or the Directors with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County. Amendments to this Declaration shall become effective upon recordation in the Office of the Recorder of Deeds, unless a later effective date is specified in the recorded Amendment provided such amendment shall have been first approved by the Planning Director of St. Louis County, Missouri. This provision is subject to the provisions of Article 5.

Section 18.3. Severability. Every provision of this Declaration is declared to be independent of and severable from every other provision. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain unimpaired and in full force and effect.

Section 18.4. Captions and Gender. Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions. Any reference to the masculine shall include the feminine and any reference to the feminine shall include the masculine and any reference to the singular shall include the plural.

Section 18.5. HOA Website and Notices by Electronic Mail. The HOA shall maintain a website for the benefit of the Members. Notwithstanding anything to the contrary in this Declaration or the By-Laws, any notice required under this Declaration or the By-Laws may be provided by electronic mail. All lot owners are required to provide a working email address and register on the HOA website as soon as practical after acquiring their lot. The HOA website shall be the main form of communication between the HOA and the lot owner. Notifications to Members shall be deemed received by any Member when the HOA has posted the notification on the HOA website and/or an email has been sent to the Member.

Section 18.6. Maximum Number of Lots. The maximum number of Lots (including Excluded Lots) allowed in Pevely Farms Subdivision is, and will remain, 165.

ARTICLE 19 – SPECIAL TERMS

Section 19.1. Operation of Golf Course. Declarant and/or its affiliates, successors and assigns covenant to use good faith, commercially reasonable efforts to continue operation of the golf course and facilities located within Pevely Farms Subdivision. Good faith, commercially reasonable efforts shall not require Declarant and/or its affiliates, successors and assigns to continue operation of the golf course and related facilities if, using generally accepted accounting principles, the golf course has a net operating loss, exclusive of any monetary payment by the golf course operator to any affiliated or related party or common owner (except salaries or payments that are standard in the industry and are in an amount consistent with amounts paid by other golf course operators), for any fiscal year beginning in 2018 provided the golf course was operated consistent with current practices during said year.

Sections 19.2 through 19.5 shall only apply if and when the golf course operation is permanently shut down:

Section 19.2. The Pevely Farms Homeowners Association will support any reasonable request by Declarant, or Declarant's successors or assigns, to relocate Lots 148-165 anywhere south of the Burlington Northern Railroad property and west of Barn Side Lane and Stonewall Drive.

Section 19.3. Property Currently Known as Golf Holes 11 – 13. The property currently known as Holes 11-13 (See Exhibit C attached hereto which contains map of the Golf Course Holes) will remain as golf course or unimproved ground for a period of not less than ten (10)

years starting from the effective date of this Amendment. This property will be cut twice per year by the Declarant (and its successors and assigns) for a period of ten (10) years starting from the effective date of this Amendment. Declarant's obligation (and of Declarant's successors and assigns) shall be limited to cutting brush and vegetation as allowed by safe operation of a 15-foot wide brush hog.

Section 19.4. 50-Foot Golf Course Easement. Except for any golf course easement around the cemetery located west of Stonewall Drive, the current "50 foot golf course easement" will be permanently retained and no changes are to be made to this area without the permission of Declarant (and its successor or assigns) and immediately adjoining lot owners. The Pevely Farms Homeowners Association and Declarant (and successor or assigns) agree that neither of them may use this easement property for any purpose without the prior written consent of Declarant (its successors or assigns) and the immediately adjoining lot owners.

Section 19.5. Potential Development of Golf Course Property. No more than twenty-six (26) single-family homes will be built on the ground currently known as the Eighteen Hole Golf Course (See Exhibit C). No more than five (5) homes will be located on the land that is currently known as the driving range. No more than one (1) home will be located on the land that is currently known as Hole Number 10. Additionally, no home will be located on Hole 10 east of the western property line of Lot 2 located at 341 Barn Side Lane. Except for the one home that may be located on the land currently known as Holes 11-13, any remaining homes on the Golf Course shall be located on the west of Barn Side Lane and Stonewall Drive. No improvements will be built on the current Holes 11-13 for a period of 10 years; and after 10 years only 1 house (single family detached residence) may be built on that area. However, up to eight (8) of the twenty-six lots/homes may allow for equestrian and similar, non-commercial uses. This will allow construction of barns, outbuildings, fences and other improvements reasonably related to said uses – including construction and use of private wells for non-domestic uses. All outbuildings and fencing would conform to mutually agreed guidelines prior to closing. These lots will be exempt from any Subdivision Indentures that are inconsistent with these permitted uses of the property – but the lots will be subject to all assessments – annual, monthly, specific, or special. Declarant and Declarant's successors and assigns will be beneficiaries of all easements granted for ingress, egress, access, streets, storm water discharge and ponding, grading and utilities as reflected in the Memorandum of Plan of Easements for Pevely Farms dated February 18, 1999 and recorded on September 26, 2000 at Book 12702, Pages 2025-2058 of the St. Louis County Records, as well as any similar easements reflected on any recorded plats of the Subdivision – it being the intent that Declarant and Declarant's successors and assigns will be provided reasonable easements to enable development of twenty-six (26) lots. To the extent that there are currently required "set-backs" or "buffer zones" around the cemetery located west of Stonewall Drive, those "set-backs" or "buffer zones" will be eliminated for any future development that may occur adjacent to the cemetery.

The homes built on current Holes 11-13, Hole 10 and the driving range, Holes 1,9,14 must meet or exceed Phase I Architectural Standards and Guidelines. In addition, all houses built on Holes 1,9,14 must face Barn Side Lane or Stonewall Drive. Exception: if only two houses are built on Holes 1,9,14, one may be placed in the footprint of the clubhouse and the other may be placed on Hole 14 facing a slightly Southeastern direction but will not have any portion of the rear of the

home visible from Stonewall Drive. All other lots, including lots 148-165, must meet or exceed Architectural Standards and Guidelines applicable to Payne Family Homes' Lots/homes. These homes will also have a minimum of 60% brick/stone on the front and Phase I siding.

The owners of any future homes built on the current Eighteen Hole Golf Course property that are accessed by roads or streets off of Stonewall Drive or Barn Side Lane will be responsible for constructing, maintaining, cleaning and clearing any such roads/streets as said roadways/streets will be considered driveways and will be the responsibility of any lot owner(s) serviced by said roadways/streets.

Section 19.6 Missouri-American Water Company. Effective December 4, 2017, the Pevely Farms Homeowners Association sold the operation of its Water and Sewer Plant and related facilities to Missouri-American Water Company. Missouri-American Water Company is not a Member of Pevely Farms Homeowners Association and none of the real property or real property interests acquired by Missouri-American Water Company shall be subject to the terms of this Declaration.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year first above written.

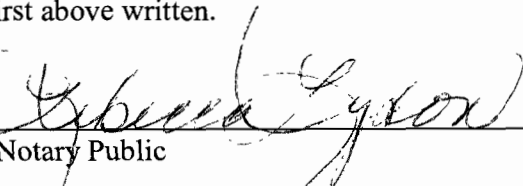
GRANTOR/GRANTEE:
PEVELY FARMS HOMEOWNERS
ASSOCIATION

By: 
Mike Roberts, President

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

On December 13, 2017, before me personally appeared Mike Roberts, to me known to be the person described in and who executed the foregoing instrument as the President of the Pevely Farms Homeowners Association, and acknowledged that he executed the same as his free act and deed on behalf of said entity.

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: 11-1-21



REBECCA LYDON
My Commission Expires
November 1, 2021
St. Louis County
Commission #13540330

Approved by St. Louis County
Director of Planning

Gail Choate for Dec. 13, 2017
Justin Carney, Director of Planning

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

On Dec. 13, 2017, before me personally appeared Gail Choate
to be the person described in and who executed the foregoing instrument as the Director of
Planning for St. Louis County, Missouri, and acknowledged that she executed the same as her
free act and deed on behalf of said entity.

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.

Doris H. Covault
Notary Public

My term expires:

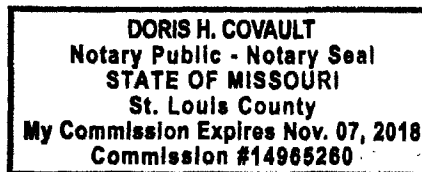


EXHIBIT A

1

Tract 1

A tract of land in Sections 29 and 32, Township 44 North - Range 4 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the East-West dividing line between Sections 29 and 32, with the East line of Lewis Road, 80 feet wide, as established by the Circuit Court of St. Louis County dated May 1932 and recorded in Deed Book 1199, Page 299 of the St. Louis County Records, being also on the South line of property conveyed to Harry E. Woodard and Thomas W. Rizzo by deed recorded in Book 10537, Page 2721 of the St. Louis County Records; thence South 89 degrees 21 minutes 03 seconds East 187.93 feet along the South line of said Woodard-Rizzo property being also the dividing line between Sections 29 and 32 to the Southeast corner of said Woodard-Rizzo property; thence North 01 degree 10 minutes 12 seconds East 1300.66 feet along the East line of said Woodard-Rizzo property to the Northeast corner thereof; thence South 89 degrees 03 minutes 38 seconds West 1341.79 feet along the North line of said Woodard-Rizzo property to a point; thence South 86 degrees 30 minutes 32 seconds West 248.42 feet to the North line of Lewis Road, 80 feet wide; thence Westwardly along said North line of Lewis Road, the following courses and distances: along a curve to the left whose radius point bears South 28 degrees 13 minutes 39 seconds West 152.00 feet from the last mentioned point, a distance of 78.86 feet, South 86 degrees 30 minutes 32 seconds West 1005.07 feet and South 86 degrees 27 minutes 02 seconds West 828.72 feet to the Southeast corner of Lot 1 of "Crescent Heights Acres", a subdivision according to the plat thereof recorded in Plat Book 174, Page 14 of the St. Louis County Records; thence North 03 degrees 33 minutes 23 seconds West 277.96 feet along the East line of said Lot 1 to the Northeast corner thereof; thence North 88 degrees 19 minutes 33 seconds West 437.80 feet along the North line of said Lot 1 to the East line of Lewis Road, 80 feet wide; thence North 01 degree 38 minutes 00 seconds East 981.37 feet and North 00 degrees 38 minutes 15 seconds East 83.90 feet to the South line of property conveyed to Doris M. Peter as Parcel 1 by deed recorded in Book 8172, Page 387 of the St. Louis County Records; thence North 89 degrees 23 minutes 18 seconds East 150.00 feet along said South line of Doris M. Peter property to the Southeast corner thereof; thence North 00 degrees 38 minutes 15 seconds East 50.00 feet along the East line of said Peter property to the Northeast corner thereof; thence South 89 degrees 23 minutes 18 seconds West 150.00 feet along the North line of Peter property to said East line of Lewis Road; thence North 88 degrees 58 minutes 15 seconds East 16.45 feet along said East line of Lewis Road to the South line of property conveyed to Doris M. Peter as Parcel 2 by deed recorded in Book 8172, Page 387 of the St. Louis County Records; thence North 89 degrees 23 minutes 18 seconds East 195.50 feet along said South line of Peter property to the Southeast corner thereof; thence North 08 degrees 44 minutes 30 seconds West 98.90 feet along the East line of said Peter property to a point; thence North 57 degrees 27 minutes 23 seconds West 123.15 feet along the Northeast line of said Peter property to the Southeast line of the Burlington Northern Railroad right-of-way being 75.00 feet Southeast of the centerline; thence along a curve to the right whose radius point bears South 47 degrees 15 minutes 47 seconds East 3852.22 feet from the last mentioned point, a distance of 878.12 feet and North 31 degrees 28 minutes 03 seconds East 452.67 feet along said Southeast line of the Burlington Northern Railroad to the most Western corner of property now or formerly of Union Electric Company; thence South 38 degrees 39 minutes 57 seconds East 115.22 feet along the

Southwest line of said Union Electric Company property to the most Southern corner thereof; thence North 51 degrees 20 minutes 03 seconds East 104.00 feet along the Southeast line of said Union Electric Company property to the Southeast corner thereof; thence North 01 degree 03 minutes 39 seconds East 149.94 feet along the East line of said Union Electric Company property to said Southeast line of the Burlington Northern Railroad right-of-way; thence North 51 degrees 20 minutes 03 seconds East 100.00 feet along said Southeast line of the Burlington Northern Railroad right-of-way to the West line of property conveyed to Crescent Cemetery Association by deed recorded in Book 39, Page 4 of the St. Louis County Records; thence South 01 degree 03 minutes 39 seconds West 586.83 feet and South 03 degrees 44 minutes 58 seconds West 732.41 feet; thence South 18 degrees 37 minutes 00 seconds East 239.53 feet to a point; thence North 87 degrees 45 minutes 30 seconds East 90.00 feet to a point; thence North 05 degrees 57 minutes 17 seconds East 231.40 feet to a point along said West line of Crescent Cemetery Association property to the Southwest corner thereof; thence North 01 degree 01 minute 38 seconds East 665.57 feet along the East line of the last mentioned Crescent Cemetery Association to the Northeast corner thereof; thence North 55 degrees 52 minutes 48 seconds West 118.65 feet along the Northeast line of the last mentioned Crescent Cemetery Association property to the Northwest corner thereof, being a point on the East line of said Crescent Cemetery Association property as recorded in Deed Book 39, Page 4 of the St. Louis County Records; thence North 01 degree 03 minutes 39 seconds East 573.17 feet along the last mentioned Crescent Cemetery Association property to the Southeast line of Allen Road, 40 feet wide; thence Northeastwardly along said Southeast line of Allen Road, the following courses and distances: North 51 degrees 20 minutes 03 seconds East 522.57 feet, along a curve to the right whose radius point bears South 38 degrees 51 minutes 59 seconds East 3834.26 feet from the last mentioned point, a distance of 195.33 feet and along a curve to the right whose radius point bears South 35 degrees 44 minutes 26 seconds East 1819.88 feet from the last mentioned point, a distance of 174.62 feet to a point; thence North 31 degrees 49 minutes 02 seconds West 40.00 feet to the Southeast line of the Burlington Northern Railroad right-of-way, being 50.00 feet Southeast of the centerline; thence Northeastwardly and Eastwardly along the Southeast and South line of the Burlington Northern Railroad right-of-way, the following courses and distances: along a curve to the right whose radius point bears South 31 degrees 49 minutes 02 seconds East 1859.88 feet from the last mentioned point, a distance of 1354.18 feet, along a curve to the right whose radius point bears South 09 degrees 49 minutes 08 seconds West 3585.00 feet from the last mentioned point, a distance of 197.29 feet and South 76 degrees 56 minutes 55 seconds East 1867.08 feet to the North-South dividing line between Sections 25 and 28; thence South 00 degrees 33 minutes 31 seconds West 1481.39 feet and South 00 degrees 32 minutes 53 seconds West 2672.14 feet along said dividing line between Sections 25 and 28 to the common corner of Sections 29, 28, 32 and 33; thence South 00 degrees 01 minute 33 seconds West 880.34 feet along the North-South dividing line between Sections 32 and 33 to a point; thence North 89 degrees 22 minutes 33 seconds West 1361.41 feet to the aforesaid East line of Lewis Road, 80 feet wide; thence Northwardly along said East line of Lewis Road, the following courses and distances: along a curve to the left whose radius point bears South 54 degrees 06 minutes 29 seconds West 449.26 feet from the last mentioned point, a distance of 86.59 feet, North 46 degrees 51 minutes 08 seconds West 176.47 feet, along a curve to the right whose radius point bears North 43 degrees 03 minutes 52 seconds East 532.96 feet from the last mentioned point, a

distance of 346.19 feet, North 09 degrees 43 minutes 08 seconds West 108.79 feet and along a curve to the left whose radius point bears South 80 degrees 16 minutes 52 seconds West 517.47 feet from the last mentioned point, a distance of 95.99 feet to the point of beginning and containing 403.713 acres according to a survey by Vols, Inc. during September, 1997.

Tract 2

A tract of land in Sections 20 and 29 Township 44 North - Range 4 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the East line of Lewis Road, 40 feet wide, with the Northwest line of the Burlington Northern Railroad right-of-way 75.00 feet Northwest of the centerline; thence North 00 degrees 58 minutes 15 seconds East 1565.38 feet along said East line of Lewis Road to the South line of the Missouri Pacific Railroad right-of-way, being 90.00 feet South of the centerline; thence North 72 degrees 26 minutes 07 seconds East 2187.51 feet along said South line of Missouri Pacific Railroad right-of-way to a point; thence South 07 degrees 33 minutes 53 seconds East 35.00 feet along said right-of-way to the South right-of-way being 125.00 feet South of the centerline; thence Eastwardly and Northeastwardly along the Southeast right-of-way line, the following courses and distances: North 72 degrees 26 minutes 07 seconds East 493.90 feet, along a curve to the left whose radius point bears North 17 degrees 15 minutes 36 seconds West 4633.55 feet from the last mentioned point, a distance of 236.90 feet, along a curve to the left whose radius point bears North 20 degrees 42 minutes 42 seconds West 7416.86 feet from the last mentioned point, a distance of 931.92 feet, along a curve to the left whose radius point bears North 42 degrees 56 minutes 13 seconds West 4650.56 feet from the last mentioned point, a distance of 256.77 feet and North 44 degrees 05 minutes 30 seconds East 870.35 feet to the edge of water of Meramec River, as located by an aerial topographic survey by Walker and Associates, Inc. on April 1, 1989, Project No. 86-3-85; thence Southeastwardly along the edge of the water of the Meramec River 1433 feet more or less to the North-South dividing line between Sections 20 and 21; thence South 00 degrees 33 minutes 51 seconds West 144.00 feet along said North-South dividing line between Sections 20 and 21 to the common corner of Sections 21, 29 and 28; thence South 00 degrees 33 minutes 51 seconds West 1101.29 feet along the North-South dividing line between Sections 28 and 29 to the North line of Allen Road, 30 feet wide, as established in Deed Book 735, Page 165 of the St. Louis County Records; thence Westwardly along said North line of Allen Road, the following courses and distances: North 76 degrees 56 minutes 55 seconds West 1822.91 feet, along a curve to the left whose radius point bears South 12 degrees 58 minutes 23 seconds East 3740.00 feet from the last mentioned point, a distance of 205.78 feet and along a curve to the left whose radius point bears South 09 degrees 53 minutes 47 seconds West 2014.88 feet from the last mentioned point, a distance of 1479.90 feet to a point; thence South 10 degrees 40 minutes 40 seconds West 25.67 feet to a point; thence South 31 degrees 57 minutes 20 seconds East 11.46 feet to the Northwest right-of-way line of Burlington Northern Railroad right-of-way being 75.00 feet Northwest of the centerline; thence Southwestwardly along said railroad right-of-way, along a curve to the left whose radius point bears South 32 degrees 41 minutes 31 seconds East 1984.88 feet from the last mentioned point, a distance of 105.97 feet and along a curve to the left whose radius point bears South 35 degrees 56 minutes 44 seconds

East 4001.26 feet from the last mentioned point, a distance of 182.61 to the most Eastern corner of property conveyed to St. Louis and San Francisco Railway Company by deed recorded in Book 603, Page 143 of the St. Louis County Records; thence North 88 degrees 52 minutes 08 seconds West 312.43 feet along the North line of said St. Louis and San Francisco Railway Company property to the Northwest corner thereof, being also the most Northern corner of property conveyed to St. Louis and San Francisco Railway Company by deed recorded in Book 591, Page 79 of the St. Louis County Records; thence South 51 degrees 20 minutes 03 seconds West 1069.36 feet and along a curve to the left whose radius point bears South 38 degrees 39 minutes 57 seconds East 6202.22 feet from the last mentioned point, a distance of 4.86 feet along the Northwest line of the last mentioned St. Louis and San Francisco Railway Company property to the most Western corner thereof; thence South 38 degrees 42 minutes 39 seconds East 205.00 feet to the aforesaid Northeast line of the Burlington Northern Railroad right-of-way, being 75.00 feet Northwest of the centerline; thence along a curve to the left whose radius point bears South 38 degrees 42 minutes 39 seconds East 6007.22 feet from the last mentioned point, a distance of 839.03 feet along said Northwest line of Burlington Northern Railroad right-of-way to the point of beginning and containing 125.531 acres according to a survey by Volz, Inc. during September, 1997.

Tract J

A tract of land in Sections 20 and 29 Township 44 North - Range 4 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the North right-of-way line of Missouri Pacific Railroad right-of-way being 100.00 feet North of the centerline with the East line of Lewis Road, 40 feet wide; thence North 00 degrees 58 minutes 15 seconds East 526.88 feet and North 01 degree 06 minutes 55 seconds East 937.16 feet along said East line of Lewis Road to the centerline of a creek known as Horn's Branch; thence Northeastwardly along centerline of Horn's Branch 1306 feet more or less to the edge of the Meramec River, as located by an aerial topographic survey by Walker and Associate, Inc. on April 1, 1989 - Project No. 96-J-85; thence Eastwardly along said edge of water of the Meramec River 4564 feet more or less to the Northwest right-of-way line of the Missouri Pacific Railroad right-of-way; thence Southwestwardly and Westwardly along the North right-of-way line of Missouri Pacific Railroad right-of-way being 140.00 feet Northwest of the centerline, the following courses and distances: South 44 degrees 05 minutes 30 seconds West 861.43 feet, along a curve to the right whose radius point bears North 46 degrees 08 minutes 02 seconds West 4285.56 feet from the last mentioned point, a distance of 244.11 feet, along a curve to the right whose radius point bears North 42 degrees 48 minutes 16 seconds West 2151.86 feet from the last mentioned point, a distance of 828.60 feet, along a curve to the right whose radius point bears North 20 degrees 25 minutes 23 seconds West 4388.55 feet from the last mentioned point, a distance of 242.37 feet and South 72 degrees 26 minutes 07 seconds West 495.31 feet to a point on said right-of-way; thence South 17 degrees 33 minutes 33 seconds East 40.00 feet to the North right-of-way line being 100.00 feet Northeast of the centerline; thence South 72 degrees 26 minutes 07 seconds West 2118.81 feet along said North right-of-way line of Missouri Pacific Railroad right-of-way to the point of beginning and containing 130.516 acres according to a survey by Volz, Inc. during September, 1997.

Excepting therefrom the following property:

A tract of land being Lot A of "Pevely Farms Phase Four", a subdivision according to the plat thereof recorded in Plat Book 352, Page 464 of the St. Louis County Records, situated within Sections 20 and 29, Township 44 North - Range 4 East, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of the Missouri Pacific Railroad Right of Way, one hundred ninety feet wide, at its intersection with the Eastern line of Lewis Road as widened by the plat of "Pevely Farms Phase Four", as aforementioned; thence along said Eastern line, North 00 degrees 58 minutes 15 seconds East, 526.88 feet to a point; thence North 01 degree 06 minutes 55 seconds East, 224.51 feet to the Northwestern corner of Lot A of said Subdivision; thence departing said Eastern line, North 57 degrees 26 minutes 52 seconds East, 340.36 feet to a point; thence South 68 degrees 58 minutes 26 seconds East, 396.09 feet to a point; thence South 06 degrees 03 minutes 56 seconds East, 273.00 feet to a point; thence South 04 degrees 13 minutes 18 seconds West, 307.65 feet to a point on the Northern line of the Missouri Pacific Railroad Right of Way, as aforementioned; thence along said Northern line, South 72 degrees 26 minutes 07 seconds West, 709.16 feet to the point of beginning, according to a survey by Volz Incorporated, during the month of February, 2004.