

31071

DECLARATION OF TRUST

AND

1168 967

RESTRICTIONS OF COUNTRY POINTE ESTATES

THIS DECLARATION OF TRUST AND RESTRICTIONS OF COUNTRY POINTE ESTATES is made this 5th day of June, 1967, by Crown Development Company, a Missouri Corporation ("Grantor").

WHEREAS, Grantor is the owner of that tract of real estate situated in St. Charles County, Missouri, platted to be a subdivision under the name of "Country Pointe Estates", the legal description of which is attached hereto as Exhibit "A", and

WHEREAS, it is the purpose and intent of this Declaration of Trust to preserve the said subdivided tract of land to be known as Country Pointe Estates as a restricted neighborhood and to protect the same against certain uses by the adoption of a neighborhood plan and scheme of restrictions, and to apply that plan and restrictions not only to said land, but also in favor of or against each lot and parcel as against or in favor of all other parcels or lots within said area in the hands of the present or subsequent owners thereof, mutually to benefit, guard, and restrict present or future title holders or occupants and to foster the health, welfare, safety, and morals of all who own or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained are jointly and severally for the benefit of all persons who may purchase, hold, or own from time to time any of the several lots or parcels subject to the provisions of this Declaration; and

NOW, THEREFORE, in consideration of the premises and of the benefits that shall accrue to any owner of any lots of parcels in Country Pointe Estates, Grantor does for itself, its successors and assigns, for and on behalf of all persons who may hereinafter derive title to or otherwise hold through it, its successors or assigns, any of the lots and parcels of land now platted under the name of Country Pointe Estates together with any other lots or parcels of land made expressly subject to the provisions of this Declaration by separate instrument hereafter to be recorded, which lots and parcels of land shall as a matter of convenience only in this declaration be described under the name of "Country Pointe Estates", it being Grantor's intent that no land shall be made subject to this Declaration with the exception of that tract originally described herein unless expressly so made subject by separate instrument hereafter to be recorded, to-wit:

31071

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

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*W. J. G. Smith*  
W. J. G. SMITH

## DESIGNATION AND SELECTION OF TRUSTEES

The initial Trustees hereunder shall be Joe H. Scott, Sr., Joe H. Scott, Jr., and Harold S. Cytron, designated herein as Trustees, who by their signatures consenting to this instrument, consent to serve in such capacity. The terms of the initial Trustees, unless sooner terminated, shall be for four years. Their successors shall each be elected for a term of three years at a meeting called by the remaining Trustees or, if such meeting is not called during any calendar year, by any three (3) property owners. At any meeting called to elect a successor Trustee or Trustees each lot owner shall be entitled to one (1) vote. A majority of all votes cast at any meeting to elect a successor Trustee shall have the power to elect a new Trustee and each successor Trustee shall be elected separately. All notices of such election meeting shall be delivered in person or sent by first class mail to all record owners of lots in Green Pointe Estates at least ten (10) days prior to the date fixed for such meeting. The notice shall specify the time, place, and purpose of the meeting, and the place must be in St. Charles County, Missouri. Whenever any initial or successor Trustee resigns, refuses to act, becomes disabled or dies, the then remaining Trustees shall appoint a successor to fill the unexpired term of such Trustee so replaced. If no election is held to fill the office of a Trustee whose term has expired, he shall continue to serve until his successor has been elected or appointed as herein provided. The Trustees shall meet from time to time as they shall determine. Any actions of the Trustees shall be taken by majority vote.

## II

## RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any monetary consideration which may be refunded or allowed on account of any sums previously expended, deposited, or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, holes, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or other fees, charges, costs, and expenses incurred with respect to the creation of any subdivision of the tracts of land to be known collectively as Green Pointe Estates. The rights reserved to Grantor under this Article may be assigned by it in whole or in part.

## III

## DUTIES AND POWERS OF THE TRUSTEES

Grantor hereby invests the Trustees and their successors in trust with the following rights, powers, and prerogatives:

1. To dedicate for public use any private street constructed or to be constructed on any part of Country Pointe Estates whenever such dedication would be accepted by a proper public agency in the event the recorded plat thereof does not provide for such dedication of any such street to public use; provided that, the dedication of any such street right-of-way to public use shall not prevent the continued maintenance of said right-of-way or any part thereof by the Trustees, in the event all or part of said right-of-way is not in fact maintained by the public agency to which such dedication is made.

2. To prevent any infringement and to compel the performance of any restriction set out in this Declaration or established by law. In the event the Trustees are successful in such action the owners, against which such action has been maintained shall be obligated to pay all expenses of the Trustees in maintaining such action, including a reasonable attorney's fee, which expenses shall become a lien against the land of such owners to be collected, with interest, in the same manner as provided in Article IV, paragraph 2. This provision is intended to be cumulative and not to restrict the right of any lot owner or parcel to proceed in his own behalf, but the power and authority herein granted the Trustees is intended to be discretionary and not mandatory.

3. To clean up rubbish and debris, remove grass and weeds from, and to trim, cut back, remove, replace, and maintain trees and the shrubbery and flowers upon any vacant or neglected lots or parcels in Country Pointe Estates, including the right to charge the owner or owners with the expenses thereof in which event such charge shall become a lien against the property as provided in Article IV, paragraph 2 below. Neither the Trustees nor any of their authorized officers, directors, agents, or employees shall be deemed guilty or liable for any matter of trespass or damage arising from such action on their part pursuant to the provisions of this paragraph. Nothing provided in this paragraph, however, shall impose any obligation on the part of the original developer or builder of residences on any lot in Country Pointe Estates, but shall apply only to lots in Country Pointe Estates after residences have been completed thereon and occupied.

4. To consider, approve or reject any and all plans and specifications for any and all buildings and structures, fences, detached buildings, out buildings, accessory buildings, barns, stables, swimming pools, tennis courts, or other recreational facilities and all lighting thereof and all exterior television and/or radio antennas proposed for construction on any lot or parcel or proposed additions to such buildings and structures or alterations in the external appearance of an building or structure already constructed, it being provided that no building or structure, fence, detached building, out building, accessory, barn, stable, swimming pool, tennis court, and all recreational facilities and all lighting fixtures, lamps, and appliances for the lighting thereof and any

exterior television and/or radio antennas or other structure may be erected or structurally altered unless the written approval of the Trustees of the plans and specifications thereof and the grade proposed thereof is first obtained. The Trustees shall further have the power to prohibit the construction of any of the above described structures and facilities on or within a particular area of a lot and may further prescribe conditions for granting its approval to the location of any such facilities or structures and to the plans and specifications for the construction thereof. Further, the Trustees shall have the power to prohibit entirely the construction of any exterior television and/or radio antenna providing that they find in their sole judgment and discretion that an interior television and/or radio antenna sufficient for normal home use and reception can be constructed within the residence constructed on a lot. In the event the Trustees fail to approve or disapprove within sixty (60) days after building plans or other specifications for such buildings or structures have been submitted to them for approval, they shall be conclusively presumed that such approval was obtained.

5. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, out building, barn, stable, swimming pool, tennis court, driveway, exterior television and/or radio antennas or other structure on any lot or parcel in order to provide that upon completion of such construction project, all debris shall be removed from the site and from adjacent areas, and that any and all damages to streets and other improvements in the subdivision shall be repaired.

6. To provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish, or garbage, and to otherwise provide for the public health, safety, welfare, and morals of lot owners and assume contracts for such purposes covering such periods of time as it may consider advisable, but in no event shall the Trustees be obligated to do so or to continue to do so if such powers are at any time exercised.

7. To receive, hold, convey, dispose of and administer for any purpose mentioned in this declaration any gift, grant, conveyance, or donation of money or real or personal property.

8. The Trustees in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, may from time to time enter into contracts, employ agents, attorneys, accountants, servants, clerks, or other employees and labor as deemed necessary or advisable, and to institute and prosecute such suits as deemed necessary or advisable, and to defend suits brought against them or against their officers, directors, or employees.

9. At the discretion of the Trustees, in the interest of the health, welfare, safety and morals of the owners of the lots in Country Pointe Estates now or in the future subject to this Declaration, and provided that the same is not prohibited by law or Federal, State, County, or Municipal regulation, the Trustees shall have the right and power to provide lights on streets, parks, gateways, entrances and other public or semi-public places; to erect and maintain directional, street, and other signs; to repair, oil, maintain, repave, and reconstruct paved streets or roads, lanes, pedestrian ways and to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, and elsewhere in the interest of health, welfare, safety, and morals within the land subject hereto;

10. To purchase and maintain in force insurance to indemnify and protect the Trustees from any and all claims incurred by them in any action brought against them arising out of any act or omission pertaining to this Declaration and the powers granted to them hereunder.

11. The above paragraphs are grants of powers only and the Trustees may or may not exercise them from time to time as they shall deem proper under the circumstances then prevailing at their sole discretion.

12. In the event the Trustees should fail to exercise any right or power granted to them under the provisions of this Article and such failure is held or could be held to be an express or implied waiver of any such right or power granted hereunder, such right or power may be reinstated upon reasonable notice to the owners of lots or parcels in Country Pointe Estates.

IV

ASSESSMENTS

The Trustees are hereby authorized, empowered, and granted the right to make assessments upon and against lots and parcels of Country Pointe Estates for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument :

1. (a) The Trustees are hereby authorized to make uniform annual assessments in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per lot in each calendar year upon and against each lot in Country Pointe Estates which has been sold by Grantor, for the purpose of carrying out any and all of the general duties and powers of the trustees hereunder and for the further purpose of enabling the trustees to defend and enforce the restrictions herein set forth,

adequately to maintain the streets, utilities, parking spaces, entrance ways, landscaping and shrubbery, and to dispose of garbage and rubbish or to abate any nuisance on any property in Country Pointe Estates or to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety, and general welfare of the residents of Country Pointe Estates as well as the maintenance of a capital improvement fund, replacement reserve, or contingency fund. Each annual assessment shall be levied prior to November 1 in the year prior to the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner of each lot or parcel affected thereby and deposited in the United States Mail with postage prepaid, or by the posting of a notice of the assessment upon the residence against which it applies. Provided that such notice has been given not later than December 15 of each such calendar year, such annual assessment shall be due on February 1 following and shall become delinquent if not paid by March 1. The failure to give such notice within such period of time shall not affect the obligation to pay any delinquency charge or the right of the Trustees to take any action against any such owner who has not been given such notice as hereinafter provided.

(b) The limit set forth in the preceding subparagraph on the annual assessments that may be made by the Trustees against each lot owner in Country Pointe Estates shall be increased by the annual increase in the Cost of Living Index as determined by the Consumer Price Index - All Items, for the City of St. Louis as published by the United States Department of Labor, Bureau of Statistics. For such purpose, February 28, 1987 shall be considered the base period and the amount of such change shall be calculated on an annual basis thereafter by comparing the change in the cost of living for the same date of the years 1987 and thereafter to the base period figure.

(c) If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment so required to the then owners of all lots and parcels in Country Pointe Estates. Unless an instrument executed by the owners of more than one-half of all lots and parcels then subject to this instrument is recorded in the St. Charles County Records disapproving such proposed additional assessment within thirty (30) days from the date of notice given by the Trustees to the owners, the Trustees shall have the right to levy, assess, and collect the assessment proposed in such notice; provided, however, that in any event all such assessments shall be levied equally against all owners of land subject to this notice.

(d) Should a lot or parcel in Country Pointe Estates become subject to assessments after February 1 of any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such lot or parcel shall be charged with a portion of the assessment prorated for the balance of that year.



2. All assessments shall bear interest at the prime interest rate, as published by Mercantile Bank, N.A., in St. Louis, Mo., or its successor, from the date of the delinquency and the person or persons responsible for the payment of such assessment shall be liable for all costs of collection of same including a reasonable attorney's fee based, not on the amount of the assessment owed, but on the reasonable value of the services so rendered. Such delinquent assessment together with interest and the expenses of collection thereof shall constitute a lien on the property against which it is assessed until the amount thereof, together with all interest and charges due, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Charles County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment shall not have priority over existing first mortgages or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release such lien.

3. The Trustees shall deposit such funds coming into their hands from all such assessments, and any other income received by the Trustees, in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings & Loan Insurance Corporation.

4. The Trustees are authorized and empowered to procure such insurance, including but not limited to, public liability and property damage, as the trustees deem necessary and proper.

#### RESTRICTIVE COVENANTS

Grantor does by this Declaration impose on all lots and parcels expressly made subject to this Declaration the following restrictions and conditions, to wit:

1. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for continuing periods of ten (10) years each unless such restrictions are modified or removed as provided below; provided however, that nothing stated herein shall affect or limit the provisions of Article II above.

2. No lot shall be used except for single family residential purposes and no dwelling building shall be erected, placed, or permitted to remain on any lot other than one single family dwelling and a private garage for not less than two nor more than four automobiles. It is the intent of this restriction to allow residents of Country Pointe Estates to operate some limited business activity from a home in Country Pointe Estates provided that the business does not cause excessive traffic on the roadways of Country Pointe Estates. It is at the sole discretion of the Trustees to determine which

activities would constitute additional wear and tear on any road or any nuisance to other residents of Country Pointe Estates.

3. No dwelling may be erected on any lot having an area of less than three acres exclusive of any private or public road right-of-way. Further, no lot may be subdivided to produce resultant lots of less than three acres.

4. The ground floor of any main structure to be constructed, exclusive of basement, garage, or porches, shall be not less than one thousand five hundred (1,500) square feet of actual living area for a one-story house, nor less than a total of eighteen hundred (1,800) square feet of actual living space for a dwelling of two stories, it being the intention of these restrictions that all dwellings shall be of the same quality or better than that which can be produced on the date these restrictions are recorded. Asbestos and other composite boards generally intended for non-exposed sheathing shall not be used on any exterior exposed wall surface.

5. No building shall be located on any lot nearer to the front line or nearer to the side lines than the minimum building setback lines shown on the recorded plat of said subdivision. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

6. As may be shown on the recorded plat of Country Pointe Estates, easements for the installation and maintenance of utilities and drainage facilities may be reserved on said plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. No nuisances or noxious or offensive activities shall be carried on upon any lot or parcel, nor shall anything be done thereon which may be or may become a nuisance to adjoining land owners or residents. No building or premises shall be used for any purpose prohibited by law or ordinance, and nothing shall be done which shall be or hereafter become a nuisance to the owners or residents of lots or parcels.

8. No animals, livestock, or poultry of any kind shall be raised or kept on any lot or parcel, except dogs, cats, or other household pets and horses and ponies which may be kept provided that such household pets, horses, and ponies shall not constitute a nuisance to any owner of another lot or lots in Country Pointe Estates. A total of



not more than two (2) horses or ponies may be maintained and kept per each three acre lot or parcel in Country Pointe Estates. All horses and ponies shall at all times be kept inside a stable, barn, or corral except while being used for riding purposes. It is the intent of this paragraph to allow one dog or cat or horse to be kept for breeding purposes per each three-acre parcel, provided that the breeding activity does not constitute a nuisance to any other owner of another lot or lots in Country Pointe Estates.

9. For the purposes of this paragraph, a fence is defined as any structure, regardless of material or height, serving as an enclosure, barrier, or boundary of all or part of any lot or part thereof or of any structure situated thereon or any use or activity maintained thereon. The type, height, and location of all fences must be approved by the Trustees. All fences are to be well constructed and neat. The Trustees shall have the power in their sole discretion to prohibit the construction of fences which would serve as boundaries or barriers between lots. No tree, planting, or shrubbery shall be permitted within close proximity to any intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of vision by drivers of vehicles.

10. No sign of any kind shall be displayed to the public view except one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder or remodeler to advertise the property during the construction or remodeling period, respectively.

11. No unconventional forms of housing shall be permitted, including but not limited to geodesic dome homes, hillside homes, underground homes, homes on stilts, or homes built to resemble silos or windmills. It is at the sole discretion of the Trustees to determine what types of construction are unconventional for the time and place.

12. No oil drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

13. Except temporarily in connection with construction work by a builder, no lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage, or other waste and all trash, garbage, or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

14. Except temporarily in connection with the construction done by a builder, no structure of a temporary character, basement, tent, shack, garage, barn, or out building shall be used on any lot at any time as a residence temporarily or permanently.

15. No water course of finished grade which is once approved and established shall be altered and changed without the express written approval of the Trustees.

16. No construction is to begin on any building until the builder has deposited with the Trustees a deposit of Five Hundred (\$500) Dollars to insure removal from the site and adjacent lots of any and all debris and the repair and damage to the subdivision improvements that may have developed during construction.

17. All lot owners are obligated to care for their property and to keep it free from unsightly accumulations of debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this agreement. The trustees are hereby empowered to clean up or cause to be cleaned up the waste and debris. The owners of the property shall be charged with reasonable expenses incurred, which shall become a lien on the property until paid. The Trustees, agents, or employees shall not be deemed to be guilty or liable for any trespass in any action pursuant to the powers herein granted.

18. One boat or one truck-mounted camper or one camping trailer or one motor home or one of the other types of personal property similar thereto may be parked, placed, or stored in view at a dwelling house constructed in Country Pointe Estates. Personal property in excess of one unit must be parked, placed, or located or enclosed so as to not be readily visible from any roadway while trees are in foliage. No trucks (except panel trucks and pickup trucks) may be parked, placed, or stored (except during the period of actual delivery of property to any lot or parcel owner) on any lot or parcel, including roadways. Motor vehicles which are not currently licensed or which are not in operating condition may be kept or stored only within an enclosed garage.

19. The Trustees shall maintain the entrance way or ways into the subdivision and are authorized to pay the costs of electricity consumed for lighting such entrance way or ways.

20. No noxious or offensive activity shall be carried on at any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance.

# VI

## MISCELLANEOUS PROVISIONS

1. Grantor may, in conjunction with the conveyance of title of all of Country Pointe Estates or any lot or lots therein, grant and transfer the rights and powers of Grantor hereunder to the Grantee named in such Deed or other conveyance in which event the rights, powers, and obligations of Grantor hereunder, if any, shall be assumed by the Grantee or Grantees designated in such Deed or other conveyance.

2. This Declaration may be amended, modified, and changed from time to time in accordance with the following provisions:

(a) For a period of five (5) years from the date hereof the Trustees may amend, modify, and change this Declaration including the right to modify and change any building line by recording with the Recorder of Deeds Office in St. Charles County, Missouri such amendment and modification or change, which document shall make specific reference to this Declaration; provided however, the Trustees may not increase the annual assessment except as otherwise provided herein.

(b) Thereafter this Declaration may be amended, modified, or changed by the written consent of more than one-half (1/2) of the owners of the lots subject hereto; provided that such amendment, modification, or change shall be recorded with the Recorder Of Deeds Office in St. Charles County, Missouri.

3. The Trustees are authorized and empowered to cooperate and to contract with the owners of adjoining or nearby tracts or with the Trustees of such tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the owners and residents of Country Pointe Estates.

4. Enforcement of any of the covenants or conditions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant or condition and may be brought to restrain any such violation and to recover damages therefor or both.

5. Whenever any consent, approval, vote, proxy, or other action (whether written or oral) of the owners of any lot or parcel is required by the terms of this Declaration, such consents, approval, vote, proxy, or other action may be made or given by any one of the two or more joint tenants regardless of the type of joint tenancy, provided that all joint owners of a lot must consent to the amendment hereof and to any action under Article IV, paragraph 1(c). If any lot is owned by a corporation or a savings and loan association, any authorized officer of such corporation or savings and loan association may cast any vote or give any consent on behalf of such corporation or savings and loan association.

6. Notwithstanding any other provision of this Declaration to the contrary, no mortgagee shall be required to pay an assessment made by the Trustees hereunder against any lot owned by said mortgagee unless the title to such lot has been acquired by said mortgagee pursuant to foreclosure of a deed of trust after a complete residence has been constructed thereon.

7. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation, or failure of title as to any part or lot of said tract be of any effect to modify, invalidate, or annul any grant, covenants, or agreements herein, with respect to the remainder of said

tract, saving always the right to amend, modify, or repeal as hereinabove expressly provided.

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8. Any additional tract or tracts of land may be made subject to this Declaration by record instrument executed by the owners thereof and with the record consent of Grantor. In such event, the owners of such tract or tracts of land, and their successors and assigns shall have the same rights, powers, benefits, duties, and obligations (including the payment of assessments) of owners and parcels in that tract of land described on Exhibit "A", attached. Further, in such event, each such tract or tracts (or subdivided part thereof, provided that such tract or subdivided parts thereof meets a minimum lot requirement of three (3) acres) shall be counted as a lot or parcel in Country Pointe Estates for the purpose of casting any vote for the election of a Trustee or granting or withholding any consent or approval described in this Declaration.

IN WITNESS WHEREOF, Grantor has executed this Declaration the day and year first written above.

Crown Development Company



By Joe H. Scott, Sr.  
Joe H. Scott, Sr., President

Initial Trustees :

Joe H. Scott, Jr.  
Joe H. Scott, Jr.

Joe H. Scott, Sr.  
Joe H. Scott, Sr.

Harold S. Cytron  
Harold S. Cytron

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

On this 5th day of June, 1907, before me appeared JOE H. SCOTT, SR., to me personally known, who, being by me duly sworn, did state that he is the President of Crown Development Company, a corporation in the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said Joe H. Scott, Sr. acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:  
GEORGETTE M. CLYDE  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 9/8/07  
ST. LOUIS COUNTY

Notary Public

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

On this 5th day of June, 1907, before me appeared Joe H. Scott, Sr., Joe H. Scott, Jr., and Harold S. Cytron, to me personally known, who, being duly sworn, did say that they are the Trustees of Country Pointe Estates and that they signed the above instrument as their free act and deed.

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

My Commission Expires:  
GEORGETTE M. CLYDE  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 9/8/07  
ST. LOUIS COUNTY

Notary Public



EXHIBIT A

1168 980

COUNTRY POINTE ESTATES

A TRACT OF LAND BEING PART IN THE SOUTHERN 1/2 OF SECTION 2 AND PART IN THE NORTHEAST 1/4 OF SECTION 11 OF TOWNSHIP 46 NORTH, RANGE 1 EAST IN ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE BEING THE SOUTHEAST CORNER OF SAID SECTION 2, THENCE ALONG THE EASTERN LINE OF SAID SECTION 2, NORTH 2 DEGREES 14 MINUTES EAST, A DISTANCE OF 1313.69 FEET TO AN OLD STONE BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, SAID POINT ALSO BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF BUCKNER ROAD; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF BUCKNER ROAD, NORTH 87 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 2,821.07 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 24 OF WENTZVILLE WOODS AS RECORDED IN BOOK 20, PAGE 187 IN THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE ALONG THE EASTERN LINE OF WENTZVILLE WOODS, SOUTH 2 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 1,318.77 FEET TO A POINT; THENCE SOUTH 86 DEGREES 54 MINUTES 44 SECONDS EAST, A DISTANCE OF 160.73 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 11; THENCE ALONG THE WESTERN LINE OF NORTHEAST 1/4 OF SECTION 11, SOUTH 2 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 1,348.83 FEET TO AN OLD STONE BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11; THENCE ALONG THE NORTHERN LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, SOUTH 87 DEGREES 43 MINUTES 23 SECONDS EAST, A DISTANCE OF 1,336.32 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, THENCE ALONG THE EASTERN LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, SOUTH 2 DEGREES 45 MINUTES 52 SECONDS WEST, A DISTANCE OF 1357.45 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, ALSO BEING THE NORTHWESTERN CORNER OF CEDAR LAKE ESTATES; THENCE ALONG THE NORTHERN LINE OF CEDAR LAKE ESTATES, SOUTH 88 DEGREES 17 MINUTES 58 SECONDS EAST, A DISTANCE OF 1,362.07 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11; THENCE ALONG THE EASTERN LINE OF SECTION 11, NORTH 2 DEGREES 14 MINUTES EAST, A DISTANCE OF 1,671.57 FEET TO A POINT ON A CURVE BEING ON THE WESTERN RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 2; THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 13 DEGREES 21 MINUTES 12 SECONDS WEST, A DISTANCE OF 256.25 FEET AND HAVING A RADIUS OF 389.3 FEET; THENCE NORTH 5 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 447.26 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 14 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 106.86 FEET AND HAVING A RADIUS OF 603.7 FEET; THENCE NORTH 2 DEGREES 14 MINUTES EAST, A DISTANCE OF 133.62 FEET TO THE POINT OF BEGINNING, CONTAINING 209.21 ACRES MORE OR LESS.

END OF DOCUMENT



2-15

AMENDMENT 1

73471

DECLARATION OF TRUST AND RESTRICTIONS OF COUNTRY POINTE ESTATES as recorded at the St. Charles County, Missouri Record Office on July 20, 1987 is amended in accordance with said Declaration of Trust Article V (Miscellaneous Provision), Paragraph 2 on June 17, 1992 as follows:

1. Modify Article V (Restrictive Covenants), Paragraph 4 to read:

One story houses shall not be less than one thousand seven hundred (1,700) square feet. Two story and one and a half story houses shall not be less than two thousand two hundred (2,200) square feet.

2. Add paragraph 21 to Article V (Restrictive Covenants) to read:

All new construction of a primary house must have a side or rear entry garage.

3. Add paragraph 22 to Article V (Restrictive Covenants) to read:

All unattached buildings at County Pointe Estates to be of the same construction with the same exterior of the primary house on the lot or parcel.

END AMENDMENT

In witness whereof, Trustee have executed this Amendment effective day and year written above.

Michael E. Danasik  
Michael E. Danasik, Trustee

Mark Kern  
Mark Kern, Trustee

NOT SIGNING  
Edward J. Chafel, Jr., Trustee



Seen to and subscribed before me this 21st  
day of November, 1992  
Witness my hand and official seal.  
Notary Public

Mark Kern  
285 Country Pt  
Lewistown Mo 65385

G. G. HORTON  
NOTARY PUBLIC - STATE OF MISSOURI  
MY COMMISSION EXPIRES 12/31/93

1619 1919

State of Missouri  
County of St. Charles

On this 29th day of November, 1993, before me personally appeared

Mark Kern

Michael E. Banasik

to me known to be the person described in and who executed the foregoing  
instrument, and acknowledged that they executed the same as their free act and deed.

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



CRAG L. HOSTON  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES 12/31/98

RECORDED  
COUNTY OF ST. CHARLES

93 DEC 10 PM 4:58

Barbara Hall  
RECORDING DEPT

END OF DOCUMENT

AMENDMENT 2

73472

DECLARATION OF TRUST AND RESTRICTIONS OF COUNTRY POINTE ESTATES as recorded at the St. Charles County, Missouri Record Office on July 20, 1987 is amended in accordance with said Declaration of Trust Article V (Miscellaneous Provision), Paragraph 2 on May 1, 1993 as follows:

1. Section IV (Assessments), add paragraph 5. Existing public roadway of County Pointe Estates shall be upgraded to a hard surface road; asphalt (2-3") with rock base. Estimated cost 100-150,000 dollars. Upgrade to be effected as follows with assessments as noted:

(a). Construction will begin whenever funds are available to complete the entire project or whenever either of the three roads of the subdivision have completed 75% of lots built with residences and funds are available. Road net defined as follows:

-- South road (Lots 2-15) must have 11 residences completed to begin construction.

-- West road (Lots 17-30) must have 11 residences completed to begin construction.

-- North and West road (Lots 32-52) must have 10 residences completed to begin construction.

(b). Assessments: All lots will pay on a graduated schedule shown below and beginning with the first assessment due by 1 March 1994. This assessment would be in addition to the \$150 association fee that all lot owners pay each year as defined under Section IV, 1(a).

<u>Year</u>	<u>Amount</u>
-- 1994	\$100
-- 1995	\$200
-- 1996	\$300
-- 1997	\$300
-- 1998	\$300
-- 1999	\$300
-- 2000	\$300
-- 2001	\$400
-- 2002	\$400
-- 2003	\$400
-- 2004	\$400

53 DEC 10 PM 4:55

*Barbara J. Hall*  
RECORDED

(c). Method of payment: Lot owners may elect to make quarterly payments due 1 March, 1 June, 1 September, and 1 December of each year.

*same as 7377*

(d). This plan yields \$206,000 dollars; provides an inflation allowance of approximately 3% per year and allows construction to begin in ten to eleven years. Start not later than 1 June 2005.

(e). All money collected for the road assessment will be placed in a special account that can only be used for road upgrade. If the road is not upgraded or there are excess funds after the road is completed all funds remaining in the account will be refunded to the current lot owners with each lot sharing equally. Failure to start construction on or before 1 June 2005 will result in the immediate termination of the road building fund with refunds going to all current lot owners at a prorated basis. "Start" is defined as Trustees sending a letter to appropriate construction companies asking for their bid on the project.

(f). Non-payment or late payment shall be treated as noted under Section IV, 2.

2. Section IV (Assessments), add paragraph -6. To limit road maintenance and damage costs, the Trustees have selected an official refuge company for Country Pointe Estates.

(a). Trustees will periodically review the performance of the "official" refuge company to determine that it meets both the monetary and service concerns of all residents of Country Pointe Estates.

(b). Lot owners who do not use the selected refuge company will be assessed a yearly road damage fee of one hundred (\$100) dollars payable when the normal assessment fees are paid. Those who use the recommended refuge company will have no special assessment.

(c) Owners would have until 1 June 1993 to switch to the recommended company. Those failing to do so will be assessed \$50.00 for the remaining months of 1993 to cover road damage fees.

(d). Those owners who are just building should contact a Trustee for the current official refuge hauler of the subdivision.

END AMENDMENT

In witness whereof, Trustees have executed this Amendment effective day and year written above.

Michael E. Banasik  
Michael E. Banasik, Trustee



Mark Kern, Trustee

Sworn to and subscribed before me this 29th  
date of November, 19 93

Witness my hand and official seal,  
Notary Public

CRAIG G. HORTON  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES FEB. 3, 1997

1619 - 1922

NOT SIGNING

Edward J. Chafel, Jr., Trustee

State of Missouri  
County of St. Charles

1620 - 1923

On this 20th day of November, 1923, before me personally appeared

Mark Kern

Michael E. Bonabik

to me known to be the person described in and who executed the foregoing  
instrument, and acknowledged that he executed the same as before said.

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

My term expires

Notary Public



CRAIG G. HORTON  
NOTARY PUBLIC—STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES FEB 3, 1924

END OF DOCUMENT



**THIRD AMENDED DECLARATION OF TRUST  
AND RESTRICTIONS OF COUNTRY POINTE ESTATES**

WHEREAS, Crown Development Company, a Missouri corporation, was the developer of a residential housing subdivision which is commonly known as Country Pointe Estates, a tract of real estate situated in St. Charles County, Missouri, platted to be a subdivision under the name of "Country Pointe Estates," the legal description of which is attached hereto as Exhibit A, and that Crown Development Company filed a Declaration of Trust and Restrictions with the Recorder of Deeds of St. Charles County, Missouri, in Book 1168, Pages 967-980; that Amendment 1 to the Declaration of Trust was filed in Book 1619, Page 1918; that Amendment 2 to the Declaration of Trust was filed in Book 1619, Pages 1920-1921, and that the Declaration of Trust may be amended by the written consent of more than one-half of the owners of the lots subject thereto;

WHEREAS, it is the intent of more than one-half of the lot owners of Country Pointe Estates to terminate any and all existing Declaration of Trust and Restrictions that were duly recorded with the Recorder of Deeds of St. Charles County, Missouri, and to terminate any and all Amendments made to the Declaration of Trust and Restrictions that were duly filed, and replace said Declaration of Trust and Amendments with this uniform set of restrictions entitled "Third Amended Declaration of Trust and Restrictions of Country Pointe Estates;"

WHEREAS, it is the purpose of this Declaration of Trust to foster the health, welfare, safety and morals of all who own Lots located in the Country Pointe Estates subdivision or reside therein, and to ensure the attractiveness of the residential subdivision and to provide for the enhancement of property values within the subdivision;

THEREFORE, be it resolved that the following Declaration of Trust and Restrictions be adopted in order to govern all portions of Country Pointe Estates and said Declaration of Trust shall replace any and all existing documents which have been duly filed with the Recorder of Deeds of St. Charles County, Missouri. This Declaration of Trust for Country Pointe Estates was duly recorded with the Recorder of Deeds of St. Charles County, Missouri, on \_\_\_\_\_, 1998.

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
RECORDED  
FILED FOR RECORD

JUN - 9 1998

By: *Daniel J. Hall*  
Time: 4:05 PM

*P. L. H. ...  
915 ...  
V. L. ...*

# **THIRD AMENDED DECLARATION OF TRUST AND RESTRICTIONS OF COUNTRY POINTE ESTATES**

## **I.**

### **DESIGNATION AND SELECTION OF TRUSTEES**

There shall be five (5) elected Trustees. The Trustees shall be elected at an annual meeting called on the first Tuesday of August. Commencing in August, 1998, the two candidates for Trustee which receive the first and second highest numbers of votes shall be elected to three-year terms; the two candidates which receive the third and fourth highest numbers of votes shall be elected to two-year terms; and the candidate receiving the fifth highest number of votes shall be elected to a one-year term. For each election thereafter, the Trustees shall be elected to a term of three (3) years.

The Trustees shall elect a chairperson and treasurer to serve for one year. A Trustee may not serve two consecutive terms as chairperson or treasurer. The Trustees shall meet from time to time as they shall determine necessary. Any actions of the Trustees shall be taken by majority vote. The Trustees shall submit a yearly budget proposal and present a budget report at every subdivision meeting.

At each meeting called to elect a successor Trustee or Trustees, the owners of each lot shall be entitled to one vote per lot for each Trustee position which is vacant. Cumulative voting shall not be allowed. All notices of such election meeting shall be delivered in person or sent by first class mail to all recorded lot owners of lots in Country Pointe Estates at least ten (10) days prior to the date fixed for such meeting. The notice shall specify the time, place, and purpose of the meeting, and the place must be in St. Charles County, Missouri. Whenever any initial or successor Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall appoint a replacement to serve until the next subdivision

meeting, at which time a successor Trustee shall be elected to serve for the term remaining.

Meetings of lot owners will be held twice a year on the second Tuesday of March and the second Tuesday of August. Should a special election be necessary, it will be held at the March meeting to fill the vacated position(s).

## II.

### DUTIES AND POWERS OF THE TRUSTEES

Lot owners of Country Pointe Estates hereby invest the Trustees and their successors in trust with the following rights, powers, and prerogatives:

1. To dedicate for public use any private street constructed or to be constructed on any part of Country Pointe Estates whenever such dedication would be accepted by a proper public agency in the event that the recorded plat thereof does not provide for such dedication of any such street to public use; provided that, the dedication of any such street right-of-way to public use shall not prevent the continued maintenance of said right-of-way or any part thereof by the Trustees, in the event all or part of said right-of-way is not in fact maintained by the public agency to which such dedication is made.

2. To prevent any infringement and to compel the performance of any restriction set out in this Declaration or established by law. In the event the Trustees are successful in such action, the lot owners against which such action has been prosecuted or defended shall be obligated to pay all expenses of the Trustees in maintaining such action, including a reasonable attorney's fee, which expenses shall become a lien against the land of such owners to be collected, with interest, in the same manner provided in Article III, paragraph 2. This provision is intended to be cumulative and not to restrict the right of any lot owner or parcel to proceed in his own behalf, but the power and authority herein granted the Trustees is intended to be discretionary and not mandatory.

3. To clean up rubbish and debris, remove grass and weeds from, and to trim, cut back, remove, replace, and maintain trees and the shrubbery and flowers upon any vacant or neglected lots or parcels in Country Pointe Estates. In the event the Trustees determine that any Lot Owner has failed to maintain the structures and grounds of his or her Lot in a neat and attractive manner consistent with the provisions of this Declaration, the Trustees, except in the event of an emergency situation, shall give the Lot Owner written notice of the Trustees' intent to provide the necessary maintenance, repair, or replacement, at the Lot Owner's sole cost and expense. The notice shall state with reasonable particulars the maintenance, repairs, or replacements deemed necessary. The Lot Owner shall have fifteen (15) calendar days within which to complete the maintenance, repair, or replacement or in the event that such maintenance, repair, or replacement is not capable of completion within the fifteen calendar days, the Trustees may grant additional time. Each Lot Owner covenants and agrees that, if he or she fails to comply with the provisions of this Declaration of Trust, then the Trustees shall have the right, without being deemed guilty of trespass, to enter upon the Lot to provide any maintenance, repair, or replacement at the Lot Owner's sole cost and expense. Any cost and expenses incurred by the Trustees shall constitute a specific assessment and shall be paid to the Trustees upon demand, and if not paid within fifteen days after demand, shall be deemed to be delinquent and collectible; this specific Assessment shall become a lien against the Lot.

4. To consider, approve or reject any and all plans and specifications for any and all buildings and structures, fences, detached buildings, and out buildings, accessory buildings, barns, stables, swimming pools, tennis courts, or other recreational facilities and all lighting thereof and all exterior television and/or radio antennas proposed for construction on any lot or parcel or proposed additions to such buildings and structures or alterations in the external appearance of any building or structure already constructed, it being provided that no building or structure, fence, detached building, accessory building, barn, stable, swimming pool, tennis court, and all recreational facilities and all lighting fixtures, lamps, and appliances for the lighting thereof and any exterior television and/or radio antennas or other structure may be erected or structurally altered unless the written approval of the Trustees of the plans and specifications thereof

and the grade proposed thereof is first obtained. The Trustees shall further have the power to prohibit the construction of any of the above described structures and facilities on or within a particular area of a lot and may further prescribe conditions for granting its approval to the location of any such facility or structures and to the plans and specifications for the construction of any exterior television and/or radio antennas providing that they find in their sole judgment and discretion that an interior television and/or radio antenna sufficient for normal home use and reception can be constructed within the residence constructed on the lot. In the event the Trustees fail to approve or disapprove in writing within thirty (30) days after building plans or other specifications for such buildings or structures have been submitted to them for approval, it shall be conclusively presumed that such approval was obtained.

5. To require a reasonable deposit, if deemed necessary by the Trustees, in connection with the proposed erection of any building or structure, fence, detached building, out building, barn, stable, swimming pool, tennis court, driveway, exterior television and/or radio antenna or other structure on any lot or parcel in order to provide that upon completion of such construction project, all debris shall be removed from the site and from adjacent areas, and that all damages to streets and other improvements in the subdivision shall be repaired.

6. To provide said subdivision with adequate fire and police protection and for the collection of trash, rubbish, or garbage and to otherwise provide for the public health, safety and welfare of lot owners and assume contracts for such purposes covering such periods of time as it may consider advisable, but in no event shall the Trustees be obligated to do so or to continue to do so if such powers are at any time exercised.

7. To receive, hold, convey, dispose of and administer for any purposes mentioned in this Declaration any gift, grant, conveyance, or donation of money or real or personal property.

8. The Trustees in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, may from time to time enter into contracts, employ agents, attorneys, accountants, servants, clerks, or other employees and labor as deemed necessary or advisable, and to institute and prosecute

such suits as deemed necessary or advisable, and to defend suits brought against them or against their officers, directors, or employees.

9. At the discretion of the Trustees, in the interest of the health, welfare and safety of the owners of the lots in Country Pointe Estates now or in the future subject to this Declaration, and provided that the same is not prohibited by law of Federal, State, Country, or Municipal regulation, the Trustees shall have the right and power to provide lights on streets, parks, gateways, entrances, and other public or semi-public places; to erect and maintain directional, street, and other signs; to repair, oil, maintain, repave, and reconstruct paved streets or roads, lanes, pedestrian ways and to clear streets, gutters, sidewalks and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain spray, trim and protect trees, shrubbery and vegetation on streets, public property, and elsewhere in the interest of health, welfare, and safety within the land subject hereto.

10. To purchase and maintain in force insurance to indemnify and protect the Trustees from any and all claims incurred by them in any action brought against them arising out of any act or omission pertaining to this Declaration and the powers granted to them hereunder. The Lot Owners shall indemnify every Trustee against any and all expenses, including legal fees reasonably incurred to, or imposed upon any Trustee in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Trustees) to which he or she may be a party by reason of being or having been a Trustee, provided that any such Trustee has acted in good faith or in a manner reasonably believed to be in, or not opposed, to the best interest of the Association. The Trustees shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, gross misconduct, or bad faith. The Trustees shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Lot Owners (except to the extent that such Trustee may be in his capacity as a Lot Owner), and the Lot Owners shall indemnify, defend, and forever hold each Trustee free and harmless against any and all liability to others on account of any such contract or commitment. The right to indemnification shall not exclude other rights to which any Trustee, or former Trustee, may be entitled. The Trustees may, as an expense of Country Pointe Estates,



maintain adequate general liability and Trustees' liability insurance to fund this obligation, if such insurance is reasonably available.

11. The Trustees shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or later imposed by the provisions of this Indenture. All rights, remedies and privileges granted to the Trustees pursuant to any term, provision, covenant or condition of this Indenture shall not be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such remedy from exercising such other remedies as may be granted to such party by this Declaration of Trust, at law, or in equity. An invalidation of any one of these items herein, by judgement or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. The Trustees may suspend all of a Lot Owner's voting rights and rights to use the Common Areas and recreational facilities (if any) for any period during which any assessment of a Lot Owner remains unpaid, or during the period of any continuing violation of the provisions of the Indenture. Suspension shall commence when declared by the Trustees and may last indefinitely but shall not last for more than thirty (30) days if the violation has been cured by the Lot Owner.

13. The above paragraphs are grants of powers and the Trustees may or may not exercise them from time to time as they shall deem proper under the circumstances then prevailing at their sole discretion.

### III. ASSESSMENTS

The Trustees are hereby authorized, empowered, and granted the right to make assessments upon and against lots and parcels of Country Pointe Estates for purposes herein stated and at the rate herein provided, and in the manner and subject to the provisions of this instrument:

1. (a.) The Trustees are hereby authorized to make uniform annual assessments in the amount not to exceed One Hundred Seventy Five

Dollars (\$773.00) per lot in each calendar year upon and against each lot in Country Pointe Estates for the purpose of carrying out any and all of the general duties and powers of the Trustees hereunder and for the further purpose of enabling the Trustees to defend and enforce the restrictions herein set forth, adequately to maintain the streets, utilities, parking spaces, entrance ways, landscaping and shrubbery, and to dispose of garbage and rubbish or to abate any nuisance on any property in Country Pointe Estates or to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety, and general welfare of the residents of Country Pointe Estates as well as maintenance of a capital improvement fund, replacement reserve, or contingency fund. Each annual assessment shall be levied prior to November 1 in the year prior to the year for which it is levied, notice therefore being given by first class mail addressed to the last known or usual post office box address of the owner of each lot or parcel affected thereby and deposited in the United States Mail with postage prepaid, or by the posting of a notice of assessment upon the residence against which it applies. Provided that such notice has been given not later than December 15 of each such calendar year, such annual assessment shall be due on February following and shall become delinquent if not paid by March 1. The failure to give such notice within such period of time shall not affect the obligation to pay any delinquent charge or the right of the Trustees to take any action against any such power who has not been given such notice as hereinafter provided.

(b). The limit set forth in the preceding subparagraph on the annual assessments that may be made by the Trustees against each lot owner in Country Pointe Estates may be increased by the annual increase in the Cost of Living Index as determined by the Consumer Price Index - All items, for the City of St. Louis as published by the United States Department of Labor, Bureau of Statistics. For such purpose, August 1, 1998 shall be considered the base period and the amount of such change shall be calculated on an annual basis thereafter by comparing the change in the cost of living for the same date of the years 1998 and thereafter to the base period figure.

(c). If at any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the

amount of the assessment so required to the then owners of all lots and parcels in Country Pointe Estates. Unless an instrument executed by the owners of more than one-third of all lots and parcels then subject to this instrument is recorded in the St. Charles County Records disapproving such proposed additional assessments within thirty (30) days from the date of notice given by the Trustees to the owners, the Trustees shall have the right to levy, assess, and collect the assessment proposed in such notice; provided, however, that in any event all such assessments shall be levied equally against all owners of land subject to this notice.

(d). Should a lot or parcel in Country Pointe Estates become subject to assessments after February of any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such lot or parcel shall be charged with a portion of the assessment prorated for the balance of that year.

2. All assessments shall bear interest at the prime interest rate, as published by Mercantile Bank, in St. Louis Mo., or its successor, from the date of the delinquency and the person or persons responsible for the payment of such assessment shall be liable for all costs of collection of same including a reasonable attorney's fee, based, not on the amount of the assessment owed, but on the reasonable value of the services so rendered. Such delinquent assessment together with interest and the expense of collection thereof, including reasonable attorney's fees shall constitute a lien on the property against which it is assessed until the amount thereof, together with all interest and additional charges due, is fully paid. As an assessment becomes delinquent, the Trustees may execute and cause a lien to be recorded in the Recorder's Office of St. Charles County, Missouri. Such assessment lien may be enforced in the same manner as is provided by law for the enforcement of special tax liens against real estate, except that such assessment lien shall not have priority over existing first mortgages or deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall release such lien.

3. The Trustees shall deposit such funds coming into their hands from all such assessments, and any other income received by the Trustees, in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protect by the Federal Savings and Loan Insurance Corporation.

4. The Trustees are authorized and empowered to procure such insurance, including but not limited to, public liability and property damage, as the Trustees deem necessary and proper.

5. To limit road maintenance and damage costs, the Trustees shall select an official refuse company for Country Pointe Estates.

(a). Trustees will periodically review the performance of the official refuse company to determine that it meets both the monetary and service concerns of the residents of Country Pointe Estates.

(b). Lot owners who do not use the official refuse company will be assessed a yearly road damage fee of one hundred (\$100) dollars payable when the normal assessment fees are paid. Lot owners who use the official refuse company will have no special assessment.

(c). Lot owners shall contact a Trustee to determine the current official refuse hauler.

#### IV RESTRICTIVE COVENANTS

This Declaration imposes on all lots and parcels expressly made subject to the Declaration the following restrictions and conditions, to wit:

1. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for continuing periods of ten (10) years each unless such restrictions are modified or removed as provided below.

2. No lot shall be used except for single family residential purposes and no dwelling building shall be erected, placed or permitted to remain on any lot other than on single family dwelling and a private garage for not less than two nor more than four automobiles. It is the intent of the restriction to allow residents of Country Pointe Estates to operate some limited business activity from a home in Country Pointe Estates provided

that the business does not cause excessive traffic on the roadways of Country Pointe Estates.

3. No dwelling may be erected on any lot having an area of less than three acres exclusive of any private or public road right-of-way. Further, no lot may be subdivided to produce resultant lots of less than three acres.

4. The ground floor of any main structure to be constructed, exclusive of basement, garage, or porches, shall not be less than one thousand seven hundred (1700) square feet of actual living space for a one story house, nor less than a total of two thousand two hundred (2200) square feet of actual living space for a dwelling of two stories, it being the intention of these restrictions that all dwellings shall be of same quality or better than that which can be produced on the date these restrictions are recorded. Asbestos and other composite boards generally intended for non-exposed sheathing shall not be used on any exterior exposed wall surface. The main structure must have a side or rear entry garage.

5. No building shall be located on any lot nearer to the front line or nearer to the side lines of corner lots than the minimum 50 ft. building setback lines labeled as such on the recorded plats of said subdivision. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Lot owners shall comply with all local building codes and ordinances and any recorded utility easements.

6. As may be shown on the recorded plat of Country Pointe Estates, easements for the installation and maintenance of utilities and drainage facilities may be reserved on said plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.



7. No nuisances or noxious or offensive activities shall be carried on upon any lot or parcel, nor shall anything be done thereon which may become a nuisance to adjoining land owners or residents. No building or premises shall be used for any purpose prohibited by law or ordinance, and nothing shall be done which shall be or hereafter become a nuisance to the owners or residents of lots or parcels.

8. No animals, livestock or poultry or any kind shall be raised or kept on any lot or parcel, except dogs, cats or other household pets and horses and ponies which may be kept provided that such household pets, horses, and ponies shall not constitute a nuisance to any owner of another lot or lots in Country Pointe Estates. A total of not more than two (2) horses or ponies may be maintained and kept per three acre lot or parcel in Country Pointe Estates. All horses and ponies shall be at all times be kept inside a stable, barn, or corral, except while being used for riding purposes. It is the intent of this paragraph to allow one dog or cat or horse to be kept for breeding purposes per each three-acre parcel, provided that the breeding activity does not constitute a nuisance to any owner of another lot or lots in Country Pointe Estates.

9. For the purpose of this paragraph, a fence is defined as any structure, regardless of material or height, serving as an enclosure, barrier, or boundary or all or part of any lot or part thereof or of any structure situated thereon or any use or activity maintained thereon. That type, height, and location of all fences must be approved by the Trustees. No chain link fences shall be allowed with the exception of dog runs not to exceed 600 sq. ft. as approved by the Trustees. All fences are to be well constructed and neat. The Trustees shall have the power in their sole discretion to prohibit the construction of fences which would serve as boundaries or barriers between lots or which, in the sole discretion of the Trustees, would detract from the property values or the general attractiveness of the subdivision. No tree, planting, or shrubbery shall be permitted within close proximity of any intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of vision by drivers of vehicles.

10. No sign of any kind shall be displayed to the public view except one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder or remodeler to advertise the



property during the construction or remodeling period, respectively.

11. No unconventional forms of housing shall be permitted, including but not limited to geodesic dome homes, hillside homes, underground homes, homes on stilts, or homes built to resemble silos or windmills. It is at the sole discretion of the Trustees to determine what types of construction are unconventional for the time and place.

12. No oil well drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

13. Except temporarily in connection with construction work by a builder, no lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage, or other waste and all trash, garbage, or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

14. No structure of a temporary character, basement, tent, shack, barn, or out building shall be used on any lot at any time as a residence temporarily or permanently.

15. No water course of finished grade which is once approved and established shall be altered and changed without the express written approval of the Trustees.

16. No construction is to begin on any building until the lot owner has deposited with the Trustees a deposit of Five Hundred (\$500) dollars to insure removal from the site and adjacent lots of any and all debris and the repair and damage to the subdivision improvements that may have developed during construction.

17. All lot owners are obligated to care for their property and to keep it free from unsightly accumulations of debris and other waste matter. Failure to comply with this provision shall constitute a nuisance.

within the meaning of the agreement. The Trustees are hereby empowered to clean up or cause to be cleaned up the waste and debris. The owners of the property shall be charged with reasonable expenses incurred, which shall become a lien on the property until paid. The Trustees, agents, or employees shall not be deemed to be guilty or liable for any trespass in any action pursuant to the powers herein granted.

18. One boat or one truck-mounted camper or one camping trailer or one motor home or one of the other type of personal property similar thereto may be parked, placed, or stored in view at a dwelling house structured in Country Pointe Estates. Personal property in excess of one unit must be parked, placed, or located or enclosed so as to not be readily visible from any roadway while trees are in foliage. No trucks (except panel trucks and pickup trucks) may be parked, placed or stored (except during the period of actual delivery of property to any lot or parcel owner) on any lot or parcel, including roadways. Motor vehicles which are not currently licensed or which are not in operating condition may be kept or stored only within an enclosed garage.

19. The Trustees shall maintain the entrance way or ways into the subdivision and are authorized to pay the costs of electricity consumed for lighting such entrance way or ways.

20. All unattached buildings in Country Pointe Estates are to be of the same construction with the same exterior as the primary house on the lot or parcel. All such out buildings shall have a maximum of 1800 square feet.

#### V.

#### MISCELLANEOUS PROVISIONS

1. This Declaration may be amended, modified, and changed from time to time in accordance with the following provision:

Thereafter this declaration may be amended, modified, or changed by written consent at one of the semi-annual meetings of more than two-

thirds (2/3) of the owners of the lots subject hereto; provided that such amendment, modification, or change containing the signatures of the lot owners approving the amendment shall be effective when recorded with the Recorder of Deeds Office in St. Charles County, Missouri.

2. The Trustees are authorized and empowered to cooperate and to contract with owners of adjoining or nearby tracts or with the Trustees of such tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the owners and residents of County Pointe Estates.

3. Enforcement of any of the covenants or conditions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant or condition and may be brought to restrain any such violation and to recover damages therefore or both.

4. Whenever any consent, approval, vote, proxy, or other action (whether written or oral) of the owners of any lot or parcel is required by the terms of this Declaration, such consents, approval, vote, proxy, or other action may be made or given by any one of the two or more joint tenants regardless of the type of joint tenancy, provided that all joint owners of a lot must consent to the amendment hereof and to any action under Article III paragraph 1 (c). If any lot is owned by a corporation or savings and loan association, any authorized officer of such corporation or savings and loan association may cast any vote or give any consent on behalf of such corporation or savings and loan association.

5. Notwithstanding any other provision of this Declaration to the contrary, no mortgagee shall be required to pay an assessment made by the Trustees hereunder against any lot owned by said mortgagee unless the title to such lot has been acquired by said mortgagee pursuant to foreclosure of a deed of trust after a complete residence has been constructed thereon.

6. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation, or failure of title as to any part or lot of said tract be of any effect to modify, invalidate, or annul any grant, covenants, or

agreements herein, with respect to the remainder of said tract, saving always the right to amend, modify, or repeal as hereinabove expressly provided.

7. Any additional tract or tracts of land may be subject to this Declaration by record instrument executed by the owners thereof and with the record consent of the Trustees. In such event, the owners of such tract or tracts of land, and their successors and assigns shall have the same rights, powers, benefits, duties, and obligations (including the payment of assessments) of owners and parcels in that tract of land described on Exhibit "A", attached. Further, in such event, each such tract or tracts (or subdivided part thereof, lot requirement of three (3) acres) shall be counted as a lot or parcel in Country Pointe Estates for the purpose of casting any vote for the election of a Trustee or granting or withholding any consent or approval described in this Declaration.

## EXHIBIT A

## COUNTRY POINTE ESTATES

A TRACT OF LAND BEING PART IN THE SOUTHERN 1/2 OF SECTION 2 AND PART IN THE NORTHEAST 1/4 OF SECTION 11 OF TOWNSHIP 46 NORTH, RANGE 1 EAST IN ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE BEING THE SOUTHEAST CORNER OF SAID SECTION 2, THENCE ALONG THE EASTERN LINE OF SAID SECTION 2, NORTH 2 DEGREES 14 MINUTES EAST, A DISTANCE OF 1313.68 FEET TO AN OLD STONE BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, SAID POINT ALSO BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF BUCKNER ROAD, THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF BUCKNER ROAD, NORTH 87 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 2,821.07 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 24 OF WENTZVILLE WOODS AS RECORDED IN BOOK 20, PAGE 187 IN THE ST. CHARLES COUNTY RECORDER'S OFFICE, THENCE ALONG THE EASTERN LINE OF WENTZVILLE WOODS, SOUTH 2 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 1,310.77 FEET TO A POINT, THENCE SOUTH 96 DEGREES 54 MINUTES 44 SECONDS EAST, A DISTANCE OF 166.73 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 11, THENCE ALONG THE WESTERN LINE OF NORTHEAST 1/4 OF SECTION 11, SOUTH 2 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 1,348.83 FEET TO AN OLD STONE BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, THENCE ALONG THE SOUTHERN LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, SOUTH 87 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 1,336.32 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, THENCE ALONG THE EASTERN LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, SOUTH 2 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 1337.45 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, ALSO BEING THE NORTHWEST CORNER OF CEDAR LAKE ESTATES, THENCE ALONG THE NORTHERN LINE OF CEDAR LAKE ESTATES, SOUTH 88 DEGREES 17 MINUTES 58 SECONDS EAST, A DISTANCE OF 1,342.09 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, THENCE ALONG THE EASTERN LINE OF SECTION 11, NORTH 2 DEGREES 14 MINUTES EAST, A DISTANCE OF 1,671.57 FEET TO A POINT ON A CURVE BEING ON THE WESTERN RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 2, THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 13 DEGREES 21 MINUTES 12 SECONDS WEST, A DISTANCE OF 256.25 FEET AND HAVING A RADIUS OF 389.3 FEET, THENCE NORTH 5 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 447.26 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 14 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 186.86 FEET AND HAVING A RADIUS OF 603.7 FEET, THENCE NORTH 2 DEGREES 14 MINUTES EAST, A DISTANCE OF 133.62 FEET TO THE POINT OF BEGINNING, CONTAINING 209.21 ACRES MORE OR LESS.

END OF DOCUMENT



My Signature Below Indicates My Approval of THE THIRD  
AMENDED DECLARATION OF TRUST OF COUNTRY  
POINT ESTATES

PAGE 795

LOT NUMBER	SIGNATURE	DATE
39	James L. Albers	4-25-98
5	Sharon D. Dicks	4-25-98
15	Betty Maple	4-25-98
36	Michael E. Briggs	4-25-98
20	Peggy Morris	4-25-98
15	Robert W. Muller	4-25-98
49	Mr. & Mrs. Anne Thomas	4-25-98
26	Debbie Baybridge	4-25-98
24	Joy Gault	4-25-98
6	Jack Muller	4-25-98
13	Cherrie R. Wallace	4-25-98
42	Robert & Ruth D. Dicks	4-25-98
28	Denise & Roger B. Cogan	4-25-98
18	Kurt & Joanne	4/25/98
18	Robert L. L. L.	4/25/98
35	James E. & Martha G. Lott	4/25/98
4	James & Debbie L. L.	4/25/98
14	John & Carol L. L.	4/25/98
46	Paul & Mike L. L.	4-25-98
48	George & Lora L. L.	4-25-98
44	David & Patricia L. L.	4-25-98
19	Joseph & L. L. L.	4-25-98
2	Robert & L. L. L.	4-25-98
25	Paul & L. L. L.	4-25-98
51	Paul & L. L. L.	4-25-98
12	Robert & L. L. L.	4-25-98
8	Robert & L. L. L.	4-25-98
52	Chris L. L.	4-25-98

I, JAMES ALBERS, DID WITNESS EACH SIGNATURE ON THIS  
DOCUMENT ON APRIL 25, 1998.

James L. Albers

SWORN TO AND SUBSCRIBED before me  
THIS 25th DAY OF April A.D. 1998  
Rosa Bridgewater  
NOTARY PUBLIC STATE OF MISSOURI  
MY COMMISSION EXPIRES 3/1/00  
At St. Louis, Mo.





My Signature Below Indicates My Approval of THE THIRD  
 AMENDED DECLARATION OF TRUST OF COUNTRY  
 POINTE ESTATES

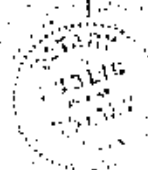
BOOK 2086 PAGE 796

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99	<i>[Signature]</i>	4-25-98
100	<i>[Signature]</i>	4-25-98

I, JAMES ALBERS, DID WITNESS EACH SIGNATURE ON THIS  
 DOCUMENT ON APRIL 25, 1998.

*[Signature]*

SWORN TO AND SUBSCRIBED TO before me  
 this 25th day of April A.D. 1998.  
*[Signature]*  
 Notary Public  
 State of Missouri  
 3/2/03



ВРХ 2086 РАО 797

707

James L. Wilson

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 28th DAY OF April A.D. 1928  
*Roger Backus*  
NOTARY PUBLIC STATE OF MISSOURI  
MY COMMISSION EXPIRES 3/1/32  
COUNTY OF St. Louis City



James L. Albers  
James L. Albers

On this 14 day of May, 1998, before me personally appeared James L. Albers and acknowledged that he witnessed each signature on the foregoing document and he is known to me to be the person described in and who executed the foregoing document, and he acknowledges that he executed the same as his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Larry Brinkman  
Notary Public



My Commission Expires: 12/31/2000

AFFIDAVIT

1. We are each over eighteen years of age and have personal knowledge of the matters set forth herein.
2. We are the current Trustees of Country Pointe Estates.
3. The foregoing Third Amended Declaration of Trust and Restrictions of Country Pointe Estates was approved by and contains the written consent and signatures of more than one-half (1/2) of the owners of the lots subject to the Declaration of Trust and Restrictions of Country Pointe Estates.

Scott Johnston  
Scott Johnston

Todd L. Hawkins  
Todd Hawkins

Dawn Nichoalds  
Dawn Nichoalds

STATE OF MISSOURI }  
COUNTY OF ST. CHARLES }

Scott Johnston, Todd Hawkins, and Dawn Nichoalds, of lawful age, being duly sworn upon their oaths, state that they are the affiants named herein, that they have read the foregoing Affidavit, that the facts contained therein are true and correct to the best of their information, knowledge and belief, and that they executed the same as their free act and deed.

Scott Johnston  
Scott Johnston

Todd H. Wilkinson  
Todd H. Wilkinson

Dawn Nichols  
Dawn Nichols

Subscribed and sworn to before me this 11<sup>th</sup> day of May, 1998.

Wanda S. Couch  
Notary Public

My Commission Expires:



WANDA S. COUCH  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES JUNE 8, 2001

**END OF DOCUMENT**