

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE OF OAK PARK

THIS DECLARATION is made this 21st day of July, 1986,
by THE VILLAGES OF CHERRY HILLS DEVELOPMENT CO., a Missouri
general partnership (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of a 202⁺ acre tract of
land located off of Old Manchester Road in St. Louis County,
Missouri (hereinafter, the "Land").

B. The St. Louis County Council, by Ordinance No.
11,877, approved on January 18, 1985, as amended by Ordinance
No. 12,433, approved on January 10, 1986, has approved a
development plan for the Land as a planned environment unit
development under Section 1003.187 SLCRO 1974, as amended.

C. In accordance with the aforesaid Ordinance
amended), Declarant desires to develop (or cause to be
developed) on all portions of the Land other than the
Commercial District (as hereinafter defined) a residential
community consisting of (i) at least seven separate residential
villages that will vary (from village to village) as to the
size and types of homes constructed thereon, including, The
Village of Oak Park, and (ii) common areas improved by certain
recreational amenities, green spaces, roads, street lighting,
lakes, storm water ponds, storm water inlets and other
improvements, all of which shall exist for the benefit and use
of the residents of all of the aforesaid residential villages.
Said development will be consistent with (i) the "Site
Development Concept Plan for The Villages of Cherry Hills",
recorded among the land records of St. Louis County, Missouri
in Plat Book 246, Page 9, and (ii) the "Site Development
Section Plan" heretofore submitted and approved by the St.
Louis County Department of Planning; it being acknowledged that
the Site Development Concept Plan and/or the Site Development

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COUNTY OF ST. LOUIS)
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ST. LOUIS COUNTY, MO.

Section Plan may be amended from time to time upon approval by the governmental authority having jurisdiction over the Land (said Site Development Concept Plan and Site Development Section Plan, as either may be amended from time to time, being hereinafter collectively referred to as the "Site Plan").

D. The Site Plan also contemplates the development of a Commercial District on the Land consisting of approximately 5.397 acres (hereinafter the "Commercial District"), which Commercial District is described on Exhibit C(1) attached hereto and shown on the plat attached hereto as Exhibit C(2). Declarant intends that the provisions of this Declaration shall not apply to the Commercial District or confer any rights or obligations upon owners or occupants of any portion of the Commercial District.

E. To ensure compliance with Declarant's development plan for said residential community, Declarant will subject the Land (other than the Commercial District), in phases, to certain covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges provided in a certain Declaration of Covenants, Conditions and Restrictions for The Villages of Cherry Hills (the "Master Declaration"), which Master Declaration has been recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

F. Declarant has created THE VILLAGES OF CHERRY HILLS MASTER HOMEOWNERS' ASSOCIATION, a Missouri not-for-profit corporation, which, pursuant to the terms of the Master Declaration, has been delegated and assigned certain powers and duties with respect to the entire community to be known as The Villages of Cherry Hills.

G. Declarant desires to further subject the portion of the Land to be known as "The Village of Oak Park", in phases, to the covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges (collectively the "Village Covenants and Restrictions") set

forth in this Declaration, all for the purpose of (i) further ensuring the attractiveness of The Village of Oak Park, (ii) further providing for the enhancement of property values within The Village of Oak Park, and (iii) providing for the maintenance of the portion of the aforesaid common areas which, pursuant to this Declaration, is to be maintained by the Owners of Lots (as such terms are hereinafter defined) within The Village of Oak Park.

H. Declarant has created THE VILLAGE OF OAK PARK HOMEOWNERS' ASSOCIATION, a Missouri not-for-profit corporation, as the organization to which is to be delegated and assigned the powers of (i) owning, maintaining and administering the portion of the aforesaid common areas to be maintained by the Owners within The Village of Oak Park, (ii) administering and enforcing the Covenants and Restrictions set forth in this Declaration, and (iii) collecting and disbursing the assessments and charges required by this Declaration.

I. Declarant desires that the portion of the Land described on Exhibit A attached hereto and depicted on the plat attached hereto as Exhibit B shall be the first portion of the Village of Oak Park to be subjected to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit A attached hereto and depicted in the plat attached hereto as Exhibit B, and any other real property subjected to the provisions of this Declaration, and all improvements situated on said real property, shall be held, sold and conveyed subject to the terms and provisions of the Covenants and Restrictions, all of which shall run with such real property and be binding on all parties having any right, title or interest in such real property or any part thereof, and their heirs, personal representatives, successors and assigns. Declarant covenants, however, that the following work and improvements to the Property (as hereinafter

defined) shall be completed by Declarant, at Declarant's sole cost and expense, and not at the expense of the Association (as hereinafter defined):

(i) the roughgrading of the unimproved areas located within the Property;

(ii) the construction of streets and roads to be located on the Property as shown on the Site Plan;

(iii) the construction and installation of all sanitary sewers, storm sewers and utility lines required to serve the Property, as developed in accordance with the Site Plan;

(iv) the construction of an entrance monument for The Village of Oak Park; and

(v) the construction of the surface water retention areas for the Property (as hereinafter defined), if any, as shown on the Site Plan.

Declarant further covenants that all sidewalks to be located on the Property in accordance with the Site Plan shall be completed by and at the sole cost and expense of a Developer (by virtue of a separate agreement between such Developer and St. Louis County, Missouri) and/or Declarant, and not at the expense of the Association.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration, or in any amendment to this Declaration, shall (unless the context clearly indicates otherwise) have the following meanings:

1.1 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

1.2 "Association" shall mean and refer to The Village of Oak Park homeowners' Association, a not-for-profit corporation organized under and pursuant to the laws of the State of Missouri, and its successors and assigns.

1.3 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.4 "By-Laws" shall mean and refer to the Bylaws adopted by the Board of Directors.

1.5 "Declarant" shall mean and refer to The Villages of Cherry Hills Development Co., a Missouri general partnership, any assignee of such partnership (if an appropriate document is executed and recorded assigning to such assignee all rights reserved to Declarant in this Declaration), or any entity succeeding to such partnership's rights under this Declaration by foreclosure, by acceptance of a deed in lieu of foreclosure, or by any similar proceeding.

1.6 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto duly recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

1.7 "Developer" shall mean and refer to any record owner of a Lot who owns said Lot for purposes of improving and immediately thereafter selling the same to the general public. Declarant shall be deemed a Developer with respect to any Lot for which it holds record title. Developer shall also mean and refer to any assignee of a Developer (if an appropriate document is executed and recorded assigning to such assignee all rights reserved to the assigning Developer in this Declaration) or any entity succeeding to a Developer's rights under this Declaration by foreclosure, by acceptance of a deed in lieu of foreclosure, or by any similar proceeding.

1.8 "Living Unit" shall mean and refer to any structure situated on a Lot, designed and intended for use and occupancy as a residence by a single family.

1.9 "Lot" shall mean and refer to a portion of the Property designated as a lot in (i) the recorded subdivision plats of the Property; or (ii) any recorded display plats of the Property.

1.10 "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for The Villages of Cherry Hills, and any amendments thereto duly recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

1.11 "Master Association" shall mean and refer to The Villages of Cherry Hills Master Homeowners' Association, a Missouri not-for-profit corporation.

1.12 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.13 "Mortgage" shall mean and refer to a first mortgage or a first deed of trust on any Lot within Oak Park, if the Association has been notified in writing of the existence of such mortgage or deed of trust.

1.14 "Mortgagee" shall mean and refer to any person or entity holding a first mortgage or first deed of trust on any Lot within Oak Park, if the Association has been notified in writing of the existence of such mortgage or deed of trust.

1.15 "Oak Park" shall mean and refer to the property that is from time to time subject to this Declaration.

1.16 "Owner" shall mean and refer to the record owner (including a Developer), whether one or more persons or entities, of the fee simple title to any Lot which is a part of Oak Park, but shall exclude those having such interest merely as security for the performance of an obligation, such as any Mortgagee, until such Mortgagee has acquired record title pursuant to foreclosure or any procedure in lieu of foreclosure.

1.17 "Property" shall mean and refer to all of the real property (including all improvements situated thereon) described on Exhibit A hereto and depicted on the plat attached hereto as Exhibit B, and all other real property (including all improvements thereon) that may hereafter be subjected to the provisions of this Declaration in accordance with Section 7.5 of this Declaration.

1.18 "Restrictive Covenants" shall mean and refer to the restrictive covenants set forth in Article V hereof.

1.19 "Village Common Area" shall mean and refer to those portions of the Property identified as "Village Common Area" on Exhibit B and the plats of the Property attached to, any amendments to this Declaration, and all improvements located on such Village Common Area, including without limitation, all roads, sidewalks, recreational facilities (if any), street lights, lakes (if any), landscaping, storm water ponds and storm water inlets, excluding only those areas within the Village Common Area dedicated to and accepted by public authorities. The Village Common Area shall include, however, all areas within the Village Common Area to be dedicated to public authorities but not yet accepted by such public authorities.

ARTICLE II

THE ASSOCIATION

2.1 Membership. Every person or entity who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee who has acquired record title to a Lot pursuant to foreclosure or any procedure in lieu of foreclosure shall be entitled to exercise the Owner's rights in the Association with regard to such Lot.

2.2 Voting Rights. The Association shall have two classes of voting membership, Class A and Class C:

2.2.1 Class A: The Class A Members shall consist of all Developers, including Declarant, provided, however, that each Developer now or hereafter existing hereby irrevocably appoints Declarant (and Declarant's successors or assigns) as its attorney-in-fact to exercise all voting rights it holds as a Class A Member, until such time as seventy-five percent (75%) of the Lots owned by such Developer have been

sold to persons other than a Developer. The power of attorney granted herein is coupled with an interest in that Declarant is relying upon such power in subjecting the Property to this Declaration and this power shall survive the bankruptcy or dissolution of any Developer or the transfer by a Developer of any Lots owned by such Developer to another Developer. Although this appointment is automatic by the terms of this Declaration, each Developer now or hereafter existing hereby agrees to execute such further assurances of this appointment as Declarant may request from time to time. Each Class A Member shall be entitled to three (3) votes for each Lot in which it holds the ownership interest required for membership by Section 2.1 above. The Class A membership shall cease and be converted to a Class C membership, with one vote for each Lot owned, upon the happening of the earlier to occur of the following events:

(i) When the total combined votes outstanding among the Class C Members equals the total votes outstanding among the Class A Members [provided, however, that Class A membership for each Lot owned by any Developer shall be automatically revived if Declarant subjects any additional Lots to this Declaration; provided further, that such revived Class A membership shall be subject to later termination as provided in this Section 2.2.1], or

(ii) On that date which is seven (7) years following the date of recordation of this Declaration.

Class C: The Class C Members shall be all Owners, excepting any Developer. Each Class C Member shall be entitled to one (1) vote for each Lot in which it holds the ownership interest required for membership by Section 2.1 above.

2.2.2 When more than one person holds an ownership interest in any one Lot, all such persons shall be Members of the applicable Class of membership for such Lot, and the vote for such Lot shall be exercised as such persons determine among themselves, but in no event shall (i) more than one (1) vote be cast with respect to any Lot entitling the Owner(s) thereof to a Class C membership, or (ii) more than three (3) votes be cast with respect to any Lot entitling the Owner(s) thereof to a Class A membership.

2.3 Voting Requirements and Directors of Association.

2.3.1 Unless otherwise set forth in this Declaration, the Articles of Incorporation or the By-Laws, or otherwise required by "The General Not-for-Profit Corporation Law" of the State of Missouri, a majority vote of the Members (present or represented by proxy at a meeting of the Members at which a quorum is present) shall be necessary for the adoption by the Association of any matter voted upon. No cumulative voting shall be permitted at any meeting of the Association or in any vote of the Members.

2.3.2 Until the first annual meeting of the Association (as set forth in the By-laws), the affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members. The original three (3) Board members are identified in the Articles of Incorporation. From and after the first annual meeting of the Association, the affairs of the Board of Directors shall be managed by a Board of six (6) members, who need not be Members. Such six (6) Board Members shall be elected by all of the Members and shall be the persons who receive the highest number of votes among all of the Members (as set forth more fully in the By-laws); provided, however, that at such time as fifty percent (50%) of the Lots are sold to persons other than Developers, two (2) of such six (6) members of the board shall be elected by the Members other

than Developers; and at such time as ninety-five percent (95%) of the Lots are sold to persons other than Developers, four (4) of such six (6) members of the Board shall be elected by the Members other than Developers. Except for the original three (3) Board members (who shall serve until the first annual meeting of the Association), the Board of Directors shall serve staggered terms of three (3) years, as set forth more fully in the Articles of Incorporation and the By-laws.

2.4 Powers and Duties. The Association shall have the following powers and duties:

2.4.1 To prevent any violation of and compel the performance of, and otherwise enforce any or all Restrictive Covenants which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Property. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent any Owner from enforcing any Restrictive Covenant in his own name. The expenses and costs of any enforcement proceedings initiated by the Association shall be paid out of the assessments paid to the Association, as hereafter set forth; provided, however, that the foregoing authorization to use the assessments for such enforcement proceedings shall not preclude the Association from collecting such costs from an offending Owner;

2.4.2 To provide for the costs of operation and repair and the maintenance of the Village Common Area; excluding, however, the repair and maintenance of any improvements to the Village Common Area, the repair and maintenance responsibilities for which have been expressly assumed in writing by the Master Association;

2.4.3 To further improve any part of the Village Common Area beyond those improvements constructed by Declarant at its sole cost and expense, provided, however, that any improvements proposed to be constructed on the Village Common

Area shall (i) be subject to the prior approval of the Board of Directors of the Master Association and shall be subject to the use by all residents of The Villages of Cherry Hills; and (ii) require the approval of more than a two-thirds (2/3) vote of the Members (present or represented by proxy at a meeting of the Members at which a quorum is present);

2.4.4 To maintain the Village Common Area (excluding any improvements described in Section 2.4.2 to be maintained by the Master Association), including doing any act, thing or deed that is necessary or desirable in the judgment of the Association to maintain the Village Common Area in a neat and orderly fashion;

2.4.5 To repair, restore and replace all sidewalks located within any Roadway Maintenance, Sidewalk and Utility Easement Area on the Property, and to remove any snow, ice and debris from any of such sidewalks not located on a Lot, and provide for the costs thereof;

2.4.6 To create, grant and convey easements upon, across, over and under the Village Common Area for the installation, replacement, repair and maintenance of utility lines serving any Lots or such other easements deemed necessary or desirable by the Master Association pursuant to its authority to cause the Association to grant easements upon, across, over and under the Village Common Area;

2.4.7 To create subsidiary corporations;

2.4.8 To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

2.4.9 To employ from time to time such agents, servants and laborers as the Association may deem necessary for the purpose of exercising the powers, rights and privileges granted to it, including the power to employ a managing agent to administer the Association's affairs;

2.4.10 To make contracts for providing services to the Association, the Village Common Area, the Owners or the Lots, including, if desired, contracting for trash collection on behalf of the Owners;

2.4.11 To enter upon individual Lots and correct any violation of the Restrictive Covenants;

2.4.12 To fix, levy, collect and enforce payment of all charges and assessments provided for in this Declaration;

2.4.13 To accept title to the Village Common Area and to hold and administer the Village Common Area for the benefit and enjoyment of the Owners and/or residents of Lots, and all other owners and residents within The Villages of Cherry Hills, and pay any real estate taxes and assessments levied on any portion of the Village Common Area out of the assessments hereinafter provided;

2.4.14 To cause all officers or employees having fiscal responsibilities to be bonded, and to secure liability insurance covering the acts or omissions of members of the Board of Directors, officers, committee members, and employees, as the Board of Directors shall deem appropriate;

2.4.15 To procure and maintain liability insurance and hazard insurance on the Village Common Area with coverages and in amounts which the Association deems necessary or prudent;

2.4.16 To install monuments on the property lines of any Lot or any Village Common Area, in order to delineate the boundary lines of such Lot and/or the Village Common Area;

2.4.17 To enter into any agreements, oral or written, including license agreements or lease agreements, which in the judgment of the Board enables the Association to efficiently perform its obligations hereunder. Such agreements may include, without limitation, agreements with the Master Association, any other homeowners' association within The

Villages of Cherry Hills or any governmental agency, to share employees or agents, or share or lease building space and equipment (including the maintenance of such equipment);

2.4.18 To exercise such other or additional rights as are conferred upon the Association pursuant to the terms of this Declaration;

2.4.19 To fully cooperate with the Master Association by granting such easements in connection with the Village Common Area, and doing any act, thing or deed necessary to enable the Master Association to perform its duties and exercise its powers under the Master Declaration.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Every Developer for each Lot owned by it, hereby covenants and agrees, and each Owner (other than a Developer) of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(i) annual assessments or charges; and

(ii) a contribution to the working capital fund of the Association described in Section 3.4; and

(iii) special assessments for any specified item, such assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest as hereinafter provided, costs of collection, and reasonable attorneys' fees, shall be a charge on the land and, except as otherwise provided in Section 3.10 hereof, shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal

obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

3.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of furthering the objectives specified in Paragraph G of the Recitals to this Declaration, and otherwise promoting the recreation, health, safety and welfare of the Owners and/or residents of Oak Park.

3.3 Determination of Annual Assessments. The fiscal year of the Association shall be based on the calendar year or any partial calendar year this Declaration is in effect. For each fiscal year during which this Declaration is in effect, the Board shall prepare a budget (hereinafter the "Budget") of the amounts the Board reasonably estimates will be necessary to adequately fulfill the Association's responsibilities hereunder during such fiscal year, such amounts to include, without limitation, adequate and reasonable reserves for repair and replacement of the improvements forming a part of the Village Common Area (except such improvements on the Village Common Area, the repair and maintenance responsibility for which have been expressly assumed in writing by the Master Association). Said Budget shall also take into consideration the portions of the Land expected to be added to Oak Park during such fiscal year. The Board shall also determine the assessments each Owner (including Developers) shall pay, which assessments, when added to the assessments of all other Owners, shall equal the total expenditures budgeted by the Board for such fiscal year. The assessment shall be uniform for each Lot.

3.4 Working Capital Fund. In addition to the annual assessment provided above, each Lot shall be subject to a one-time assessment equal to twenty-five percent (25%) of the

annual assessment for such Lot during the fiscal year such Lot is conveyed to a Developer other than Declarant, and with respect to those Lots retained by Declarant, during the fiscal year Declarant begins construction activities on said Lots for its own account. The assessment levied pursuant to this Section shall constitute a contribution to the working capital fund of the Association and shall not constitute an advance payment of any regular annual assessment pursuant to Section 3.3 or any special assessment pursuant to Section 3.5.

3.5 Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any fiscal year a special assessment applicable to that fiscal year only for any specified purpose, provided that any such assessment shall be approved by a vote of at least two-thirds (2/3) of each Class of Members who are voting in person or by proxy at a meeting of Members duly called for such purpose, written notice of which (setting forth the purpose of the meeting) shall be sent to all Members not less than ten (10), nor more than fifty (50), days in advance of the meeting.

3.6 Rate of Special Assessment. Any special assessments shall be fixed at a uniform rate for each Lot.

3.7 Quorum for any Voting Authorized under Section 3.5. At any meeting called for any specified purpose pursuant to Section 3.5 of this Article III, the presence at the meeting of Members (or of proxies) entitled to cast sixty percent (60%) of all of the votes of each Class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirements set forth in Section 3.5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

3.8 Date of Commencement of Annual Assessments and Working Fund Contributions; Due Dates.

3.8.1 The first annual assessment and the one-time assessment to serve as a contribution to the working capital fund of the Association provided for herein shall commence and be payable as to each Lot on the date such Lot is conveyed to a Developer other than Declarant, and with respect to those Lots retained by Declarant, on the date Declarant begins construction activities on said Lots for its own account. The first annual assessment to each Lot shall be prorated according to the number of days remaining in the applicable fiscal year of the Association.

3.8.2 The Board shall send written notice of any annual assessment (other than the first annual assessment) to every Owner subject to such assessment at least thirty (30) days in advance of each fiscal year of the Association, and the due dates of such assessments shall be established by the Board. The Board may permit the assessment to be paid in monthly installments.

3.8.3 The Association shall, upon demand and at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be imposed by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of such certificate's issuance.

3.9 Remedies of the Association for Nonpayment of Assessments.

3.9.1 If any assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date until paid at the rate of two percent (2%) per month, or the maximum rate permitted by law

(if such maximum rate is less than 2% per month). The Association in its discretion may, in addition to the imposition of interest:

(i) impose a penalty as previously established by rule adopted pursuant to the provisions of the Articles of Incorporation or Bylaws;

(ii) accelerate the required payment date of the entire remaining annual assessment (if permitted to be paid in monthly installments); or

(iii) bring an action at law against the Owner personally obligated to pay such assessments and/or foreclose the lien against which such sums have been assessed. Interest, costs and reasonable attorneys' fees of the Association incurred in any such action (or, if any such action is not actually brought, in preparation for such action) shall be added to the amount of such assessment.

3.9.2 No Owner may waive or otherwise escape liability for payment of any such assessments by nonuse of the Village Common Area or abandonment of such Owner's Lot.

3.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of such Lot's Mortgage, as defined in Section 1.13 hereof, provided such Mortgage was recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri prior to the date the applicable delinquent assessment was due. The sale or transfer of any Lot pursuant to a foreclosure sale or any proceeding in lieu thereof shall extinguish the lien of all assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot (or such transferee) from liability for any assessments which become due after the date of such sale or transfer, or from the lien of such assessments accruing after such date.

3.11 Exempt Property. The following areas within the Property shall be exempt from the assessments provided for in this Article III: (i) all areas dedicated to and accepted by any local public authority, by recordation of an appropriate document in the land records of St. Louis County, Missouri; and (ii) the Village Common Area.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

4.1 Composition. The Architectural Review Committee (sometimes herein referred to as the "ARC") shall be composed of a minimum of three (3) members and a maximum of seven (7) members, as determined by the Board. A member of the ARC may also be a member of the Board. Members shall serve staggered five (5) year terms, as determined by the Board.

4.2 Method of Selection. Members of the ARC shall be selected by the Board of Directors. As the terms of the ARC members expire, their replacements shall be appointed by the Board then serving. If a member of the ARC vacates his position, then the Board serving at the time such position is vacated shall, subject to Section 4.1, either eliminate such position of the ARC or appoint a replacement to serve during the unexpired portion of the term of the vacating ARC member.

4.3 Duties. The ARC is hereby authorized to regulate any alteration or modification of the exterior design or appearance of any Living Unit that exists on the Property from time to time. In performing its duties, the ARC shall act in a manner which, in its reasonable judgment, will (i) protect Owners against any alterations or modifications of the exterior design or appearance of any Living Unit that would depreciate the value of such Owners' Lots or the balance of the Property; (ii) prevent haphazard or unharmonious alterations or modifications of the exterior design or appearance of Living

Units; and (iii) in general, ensure that all alterations or modifications of the exterior design or appearance of Living Units are high quality in nature and harmonious with the balance of the Property. Accordingly, the ARC shall:

4.3.1 Review and approve, modify or disapprove all applications of Owners submitted pursuant to Section 5.9 for alterations or modifications of the exterior design or appearance of any Living Unit that exists on the Property from time to time. If the ARC fails to approve or disapprove any such complete application within thirty (30) days of its receipt thereof, such application will be deemed to be approved, except that no such automatic approval shall allow the applicant to undertake any modification or alteration that is prohibited by the Site Plan or by law;

4.3.2 Periodically inspect the Property for compliance with all approvals granted pursuant to Section 4.3.1;

4.3.3 Adopt procedures for the exercise of its duties and enter them in an official procedures book, which shall be readily available for review by any Owner or Declarant; and

4.3.4 Maintain complete and accurate records of all actions taken.

ARTICLE V

RESTRICTIVE COVENANTS

5.1 All Lots within the Property shall be used exclusively for residential purposes. Except for those related to real estate sales and construction by Declarant or any Developer, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in or from any Lot. Notwithstanding the foregoing, during the period of initial construction of Living

Units and the sales thereof, Declarant and any Developer may erect, maintain and operate real estate sales and construction offices, displays, signs and special lighting on any part of the Property and on or in any building or structure now or hereafter erected on the Lots owned by such Developer.

5.2 No clothing, laundry, or wash shall be aired or dried outside any Living Unit or on any portion of a Lot.

5.3 No tree, hedge or shrub shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

5.4 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the other Owners. Owners shall, at all times, maintain their Lots and all appurtenances thereon in good repair and in a neat state. Except for flower gardens, shrubs and trees that are neatly maintained, all open areas of Lots improved by Living Units shall be improved with lawns or other materials approved by the ARC. All lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four (4) inches. Each Owner shall also be responsible for (a) removing any snow, ice or debris from any sidewalk located on his Lot, and (b) for maintaining all grassy strips located in the Public Right-of-Ways which are contiguous to the sidewalks located on such Owner's Lot, in the same manner as such Owner is required to maintain the lawns on his Lot.

5.5 Subject to Declarant's and the Developers' rights set forth in Section 5.1, no sign of any kind, whether or not such sign is illuminated, shall be displayed to public view on any Lot.

5.6 No domestic or wild animal shall be kept or maintained in any Living Unit (or on any Lot), except for common household pets, such as dogs and cats, which shall be maintained in compliance with all St. Louis County and State of

Missouri laws and regulations. Notwithstanding the foregoing, no household pets shall be kept, bred or maintained for commercial purposes, and no household pet shall be permitted to create a nuisance or annoyance to surrounding Lots or to any other homes within The Villages of Cherry Hills.

5.7 Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the Lots.

5.8 The exteriors of all structures, including walls, doors, windows and roofs, shall be maintained in good order and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm or other damage, no structure's exterior shall be permitted to remain in a damaged condition for longer than three (3) months.

5.9 No Living Unit existing on the Property from time to time shall be altered or modified with respect to its exterior design or appearance unless and until application therefor is made to and approval thereof is granted by the ARC. All such applications shall include the relevant plans and specifications related to such alterations or modifications (including elevation, material, color and texture), a site plan showing locations of any alterations requiring grading modifications, and any other information reasonably requested by the ARC. No application shall be considered complete until all such required information is submitted. In no event shall any above-ground pools be permitted on any Lot. No fences made of materials other than wood or in excess of four (4) feet in height shall be permitted on a Lot, provided, however, that the ARC may permit up to six screened privacy fences for pools and patio areas.

5.10 No exterior television, radio, or other communications antenna of any sort shall be erected or maintained on any Lot or portion of the Village Common Area without the written consent of the ARC; provided however, that the Association shall have the right to erect and maintain a master antenna or antennas on a portion of the Village Common Area, if the erection of such master antenna or antennas is approved by Members of the Association pursuant to the provisions of Article III of this Declaration, and also approved by the Board of Directors of the Master Association. In no event may a satellite dish be permitted on any Lot.

5.11 No dilapidated vehicles, recreational vehicles, house trailers, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, vans (other than typical passenger vans), wreckers, hearses, buses, boats, boating equipment, mobile homes, or camping equipment, shall be parked on any streets within Oak Park, or a Lot or the Village Common Area, except in enclosed garages on a Lot (if available). No streets within Oak Park, or any portion of the Village Common Area or any Lot shall be used for the maintenance or repair of motor vehicles. The foregoing shall not prohibit an Owner of a Lot improved with a garage from maintaining or repairing a motor vehicle owned by him or members of his family within such enclosed garage.

5.12 Any lease or rental agreement for a Lot shall be in writing and be subject to the requirements of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations promulgated by the Association and/or the ARC. No Lot may be leased or rented for less than six (6) months.

5.13 The provisions of Sections 5.5, 5.7 and 5.8 shall not apply to Declarant (or Declarant's assignee) or any Developer in connection with the development and construction

of any Living Units which commences within seven (7) years from the date of submission of such Lot(s) or such portion of the Village Common Area to the provisions of this Declaration.

5.14 The Board shall have the authority to adopt such rules and regulations with respect to Sections 5.1 through 5.12, inclusive, as it may from time to time consider necessary or appropriate.

5.15 The Board shall have the power and authority, acting for and on behalf of the Association, after ten (10) days' prior written notice to the Owner of the Lot in violation of this Article, to take such action as it deems necessary to correct such violations, including entering on the offending Lot and performing corrective action, all at the cost and expense of the Owner of the Lot in violation of this Article, and such entry shall not constitute trespass by the Board or its agents. It is acknowledged that any Owner shall have the authority to enforce in its own name any of the Restrictive Covenants.

ARTICLE VI

EASEMENTS

6.1 The Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel, and all similar persons are hereby granted an easement to enter upon the Property (and any portion thereof) in the exercise of the functions provided by this Declaration and the Articles of Incorporation and Bylaws of the Association, in the event of emergencies, and in the performance of proper governmental functions.

6.2 Except in the case of any emergency, when access shall be immediate, the right of entry created by Section 6.1 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and

with the permission of, any Owner or tenant directly affected by such entry.

6.3 Declarant, its agents and employees, and any "Developer" (as such term is defined under the Master Declaration) shall have a right of ingress and egress over the Village Common Area and the right to such other temporary uses of the Village Common Area as may be required or reasonably desirable (as determined by Declarant) in connection with the construction and development of the Property, any other portion of The Villages of Cherry Hills, or the Commercial District, all as contemplated by the Site Plan.

6.4 Declarant hereby reserves to itself, its successors and assigns, and Developers a nonexclusive easement over any lot or Village Common Area for the purpose of (i) installing, repairing or maintaining utility lines or areas, including, but not limited to, storm water ponds and storm water inlets, sanitary sewers, gas lines, electric lines or cables, water lines, telephone lines, street lights and the like, and (ii) conducting any construction activities required to develop the Commercial District in accordance with the Site Plan.

ARTICLE VII

REQUIREMENTS OF ST. LOUIS COUNTY, MISSOURI

7.1 Conveyance to Association by General Warranty Deed. Simultaneously with the recordation of each record subdivision plat of any portion of the Property, Declarant shall convey, by general warranty deed, the Village Common Area shown on such plat.

7.2 Duration of Declaration; Vacation of Subdivision. The term of this Declaration shall be for the duration of the subdivision approved for the Property. In the event the subdivision is vacated, thereafter, fee simple title

to the Village Common Area shall vest in the then Owners as joint tenants. The rights of such joint tenants shall only be exercisable appurtenant to and in conjunction with their Lot. Any conveyance or change of ownership of any Lot shall convey with it ownership in the Village Common Area, and no interest in the Village Common Area shall be conveyed by an Owner except in conjunction with the sale of the Lot owned by him. The sale of any Lot shall carry with it all the incidents of ownership in the Village Common Area although such is not expressly mentioned in the deed conveying such Lot; provided, however, that no right or power conferred upon the Association shall be abrogated.

7.3 Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the Village Common Area for any public purpose during the period this Declaration is in effect, the board of directors of the Master Association are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. The Board of Directors are also authorized to execute instruments necessary for such acquisition. Should acquisitions by eminent domain become necessary only the board of directors of the Master Association (and, if desired by the taking authority, the Board of Directors) need be made parties, and in any event the proceeds received shall be held by the Master Association for the benefit of all owners within The Villages of Cherry Hills.

7.4 Ordinance Compliance. Notwithstanding any other provisions contained in this Declaration, the Board of Directors 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 purposes, shall not be limited to the annual assessment provided for herein.

7.5 Amendment. During the first twenty (20) years following the recordation of this Declaration, this Declaration may be amended, modified or changed upon the approval of not less than ninety percent (90%) of the Members (present or represented by proxy at a meeting of the Members at which a quorum is present), provided such amendment, modification or change is approved by the Planning Director of St. Louis County, Missouri. After the first twenty (20) years following the recordation of this Declaration, this Declaration may be amended, modified or changed upon the approval of not less than seventy-five percent (75%) of the Members (present or represented by proxy at a meeting of the Members at which a quorum is present). All amendments, modifications or changes to the Declaration shall be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Association with respect to maintenance of the Village Common Area and the power to levy assessments or to eliminate the requirement that the management responsibilities of the Association be vested in a Board of Directors, unless some persons or entity is substituted for the Association and/or the Board of Directors with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County, Missouri. Notwithstanding the foregoing (i) Declarant shall have the right to unilaterally amend this Declaration (without the aforesaid approval of the Members or of the Planning Director of St. Louis County, Missouri) from time to time to phase in and subject additional portions of the Land to this Declaration, provided that such phasing-in is done in accordance with the Site Plan; and (ii) Declarant shall have the right to unilaterally amend this Declaration, subject to the approval of the Planning Director of St. Louis County, Missouri (a) to

satisfy the requirements of the St. Louis County, Missouri Department of Planning, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Association ("Freddie Mac") or the Federal National Mortgage Association ("Fannie Mac"), or (b) prior to conveyance of any Lot to an Owner.

7.6 Above Ground Structures. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.

7.7 Vacancies on the Board of Directors. Where the provisions of this Declaration cannot be fulfilled by reason of unfilled vacancies on the Board of Directors, the St. Louis County Council may upon the petition of any concerned Owner or resident of a Lot, appoint one or more Board members to fill vacancies until such Board members are selected in accordance with the Declaration. Any person so appointed who is not an Owner or resident of a Lot shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the property forming a part of Oak Park and which shall not be subject to any vote of the Members on special assessments contained in this Declaration or elsewhere.

7.8 Storm Water Retention Agreement; Assessment. The Budget required to be prepared by the Association, and the annual assessment to be levied against each Lot during each fiscal year, shall include, as a separate line item amount, monies necessary for the repair, operation and maintenance of storm water control easements located on the Village Common Area (including, but not by way of limitation, storm water detention basins), including all underground and above-ground facilities and pipes used in connection therewith and access easements to

such storm water control easements. The aforesaid Budget and annual assessments shall include such separate amounts for storm water control easements until such easements shall be accepted for maintenance by the Metropolitan St. Louis Sewer District or other public authority, and all obligations pursuant to this Section 7.8 shall cease and terminate in respect to any portion dedicated or conveyed to, and accepted by, any such Sewer District or other public authority.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition granted by this Declaration shall not constitute a waiver of the right of the Association or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or to any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof 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, at law, or in equity.

8.2 Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Declaration.

8.3 Captions. The captions contained in this Declaration are inserted as a matter of reference only, and in

no way limit or otherwise affect the scope, meaning or effect of any provision hereof.

8.4 Conflicts. The powers granted to the Association and the limitations imposed on Owners hereunder are intended to be in addition to those powers granted to the Master Association under the Master Declaration and limitations imposed by said Master Declaration and the rules and regulations promulgated thereunder; and any construction or enforcement of this Declaration (or any rules and regulations promulgated hereunder) shall be consistent with such intent to the greatest extent practicable. However, in the event of any conflict or ambiguity between the terms of the Master Declaration (and any rules or regulations promulgated thereunder) and this Declaration (and any rules or regulations promulgated hereunder), the terms of the Master Declaration shall govern. If there is any conflict between the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any of the rules and regulations adopted pursuant to the terms of such documents, the provisions of the document earlier mentioned in this sentence shall govern.

8.5 Annexation of Additional Properties. Except as permitted in Section 7.5, additional property may be submitted to the provisions of this Declaration and thereby annexed to the Property if approved by at least two-thirds (2/3) of the votes of each Class of Members (present or represented by proxy at a meeting of Members at which a quorum is present); and approved by the Director of Planning of St. Louis County, Missouri.

8.6 Federal Housing Administration/Veterans Administration Approval. Following the first conveyance of a Lot to an Owner, other than a Developer, until such time as the Class A membership in the Association shall be converted to Class C membership as provided in Section 1.1.1, the following

actions will require the approval of the Federal Housing Administration or the Veterans Administration:

8.6.1 Annexation of additional real property to Oak Park, other than the property permitted to be annexed unilaterally by Declarant pursuant to Section 7.5 hereof;

8.6.2 Dedication of any portion of the Village Common Area, other than dedications required to develop the Village Common Area in accordance with the Site Plan; and

8.6.3 Amendment of the Declaration, except as permitted to be unilaterally amended by Declarant pursuant to Section 7.5 hereof.

8.7 Commercial District. The provisions of this Declaration shall not apply to the Commercial District or confer any rights or obligations upon owners or occupants of any portion of the Commercial District.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

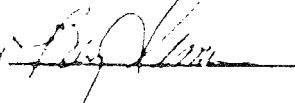
DECLARANT:


THE VILLAGES OF CHERRY HILLS
DEVELOPMENT CO., a Missouri
general partnership

By: Taylor-Morley-Simon, Inc.,
a Missouri corporation,
general partner

ATTEST:

[CORPORATE SEAL]

By: 

By: 
Benton E. Taylor, Chairman

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

On this 21st day of July, 1985, personally appeared before me, a notary public in and for the County and State aforesaid, Benton E. Taylor, whose identity is well known (or satisfactorily proven) to me, and being by me duly sworn, did acknowledge before me under oath that he is the Chairman of TAYLOR-MORLEY-SIMON, INC., a Missouri corporation, a general

partner of THE VILLAGES OF CHERRY HILLS DEVELOPMENT CO., a Missouri general partnership; that said instrument was signed and sealed on behalf of said corporation by authority of said partnership's agreement of general partnership and by authority of said corporation's Board of Directors, and that said instrument is the free act and deed of said partnership.

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

Letta B. Hazel
Notary Public

My commission expires:

June 2, 1989

LETTA B. HAZEL, NOTARY PUBLIC
COUNTY OF ST. LOUIS, STATE OF MISSOURI
COMMISSION EXPIRES JUNE 2, 1989



EXHIBIT A TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE OF OAK PARK

LEGAL DESCRIPTION

A tract of land in Sections 1 and 12, Township 44 North, Range 3 East of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

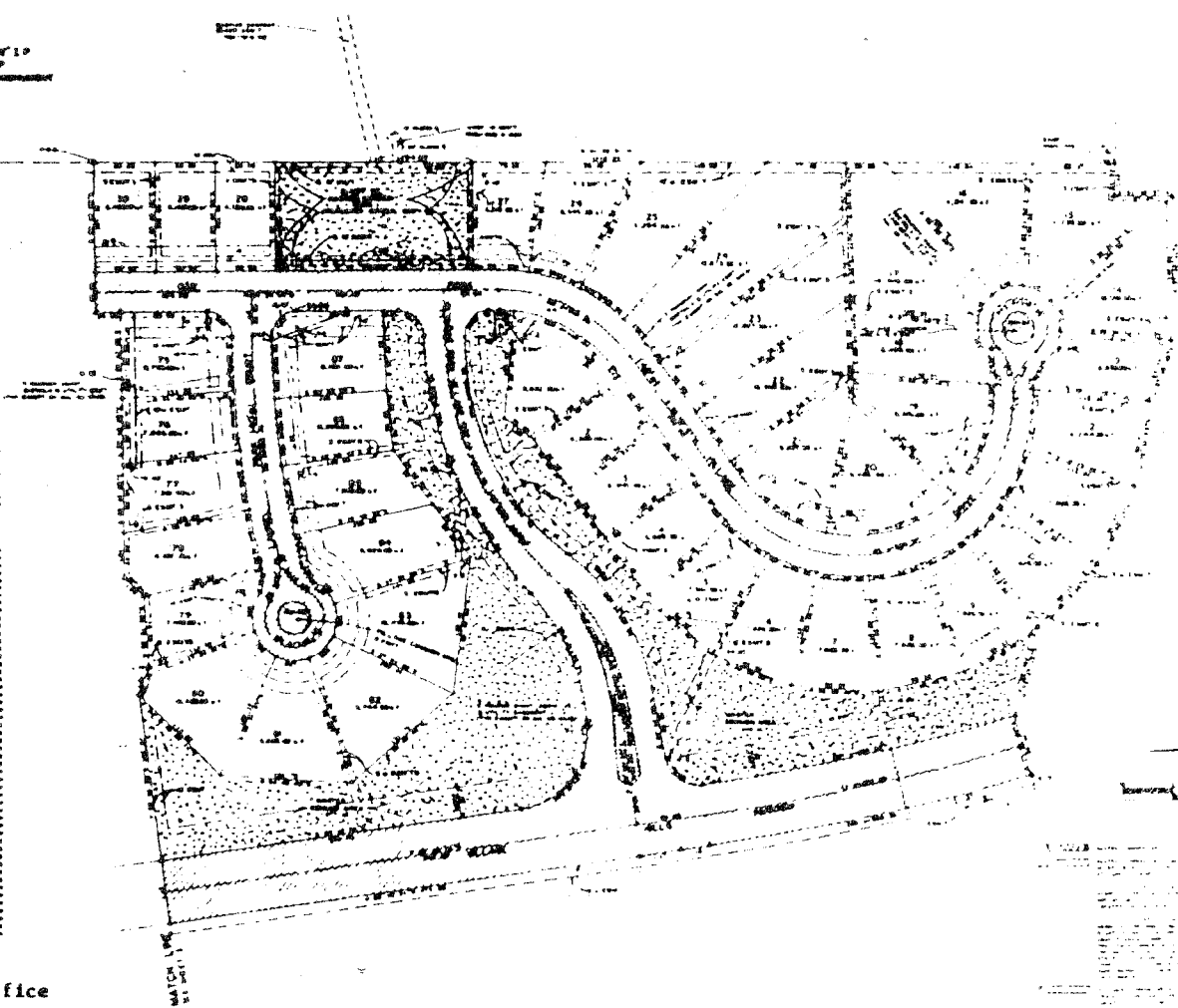
Commencing at the Northeast corner of the Northeast quarter of said Section 12; thence North 86 degrees 41 minutes 39 seconds West along the Northerly line of said Section 12 a distance of 1013.38 feet to a point on the Westerly line of a tract of land now or formerly conveyed to Mildred Kroenlein White, trustee for Richard Lee White, as recorded in Deed Book 5830, Page 443; thence South 01 degrees 35 minutes 57 seconds West along the Westerly line of said White tract 340.90 feet to the Point of Beginning of the herein described tract; thence South 01 degrees 35 minutes 57 seconds West, continuing along the Westerly line of said White tract 1015.23 feet to the Southwest corner of said White tract; thence departing said White tract North 87 degrees 08 minutes 41 seconds West 31.53 feet; thence South 01 degrees 35 minutes 57 seconds West 57.67 feet; thence North 87 degrees 08 minutes 41 seconds West 142.00 feet; thence North 67 degrees 45 minutes 45 seconds West 63.44 feet; thence North 78 degrees 30 minutes 03 seconds West 85.51 feet; thence North 62 degrees 08 minutes 47 seconds West 86.33 feet; thence North 45 degrees 12 minutes 25 seconds West 86.33 feet; thence North 73 degrees 47 minutes 15 seconds West 89.42 feet; thence South 75 degrees 21 minutes 23 seconds West 60.00 feet to a point of curvature to the right, for which the radius point bears North 75 degrees 21 minutes 23 seconds West 2250.00 feet; thence in a Northwesterly direction along said curve an arc distance of 329.39 feet to the point of tangency; thence North 06 degrees 15 minutes 21 seconds West 561.00 feet; thence North 07 degrees 41 minutes 17 seconds West 40.01 feet; thence North 06 degrees 15 minutes 21 seconds West 561.00 feet; thence South 83 degrees 44 minutes 39 seconds West 12.00 feet; thence North 06 degrees 15 minutes 21 seconds West 106.48 feet to a point of curvature to the right, said curve having a radius of 670.50 feet; thence along said curve an arc distance of 150.25 feet to a point of compound curvature to the right, said curve having a radius of 507.94 feet; thence along said curve an arc distance of 185.72 feet to the point of tangency; thence North 27 degrees 44 minutes 28 seconds East 61.37 feet to a point of curvature to the right, said curve having a radius of 658.00 feet; thence along said curve an arc distance of 419.50 feet to a point of reverse curvature to the left, said curve having a radius of 241.00 feet; thence along said curve an arc distance of 272.98 feet to a point of compound curvature to the left, said curve having a radius of 546.62 feet; thence along said curve an arc distance of 46.12 feet to a point of compound curvature to the left, said curve having a radius of 100.00 feet; thence along said curve an arc distance of 100.24 feet to a point of compound curvature to the left, said curve having a radius of 60.00 feet;

EXHIBIT A continued

thence along said curve an arc distance of 38.63 feet to a point on the curve; thence departing said curve North 17 degrees 52 minutes 06 seconds West 6.00 feet; thence South 72 degrees 07 minutes 54 seconds West 327.01 feet to a point on the Easterly line of a tract of land now or formerly conveyed to Lawrence W. Cardwell, Jr., as recorded in Book 6407, Page 554; thence North 01 degrees 10 minutes, 38 seconds along the Easterly line of said Cardwell tract 5.29 feet to a point on the Southerly line of Old Manchester Road, 60 feet wide; thence North 72 degrees 07 minutes 54 seconds East along the Southerly line of said Old Manchester Road 954.81 feet to the Northwesterly corner of the above said White tract; thence departing said Old Manchester Road South 01 degrees 16 minutes 52 seconds West along the Westerly line of said White tract 506.89 feet; thence departing the Westerly line of said White tract South 74 degrees 29 minutes 29 seconds East 170.94 feet; thence North 64 degrees 10 minutes 58 seconds East 119.42 feet; thence North 29 degrees 44 minutes 18 seconds East 88.41 feet; thence North 33 degrees 39 minutes 12 seconds West 60.47 feet to a point of curvature to the right, for which the radius point bears North 33 degrees 29 minutes 12 seconds West 317.00 feet; thence along said curve in a Southeasterly direction an arc distance of 43.83 feet to a point of reverse curvature to the left, said curve having a radius of 602.00 feet; thence along said curve an arc distance of 741.00 feet to the point of tangency; thence South 06 degrees 15 minutes 21 seconds East 180.03 feet; thence North 83 degrees 44 minutes 39 seconds East 162.87 feet; thence South 68 degrees 01 minutes 27 seconds East 26.18 feet; thence North 88 degrees 21 minutes 23 seconds East 69.51 feet; thence North 46 degrees 01 minutes 27 seconds East 27.21 feet; thence South 88 degrees 43 minutes 08 seconds East 260.00 feet; thence North 01 degrees 16 minutes 52 seconds East 24.53 feet; thence South 88 degrees 43 minutes 08 seconds East 147.16 feet to the Point of Beginning.

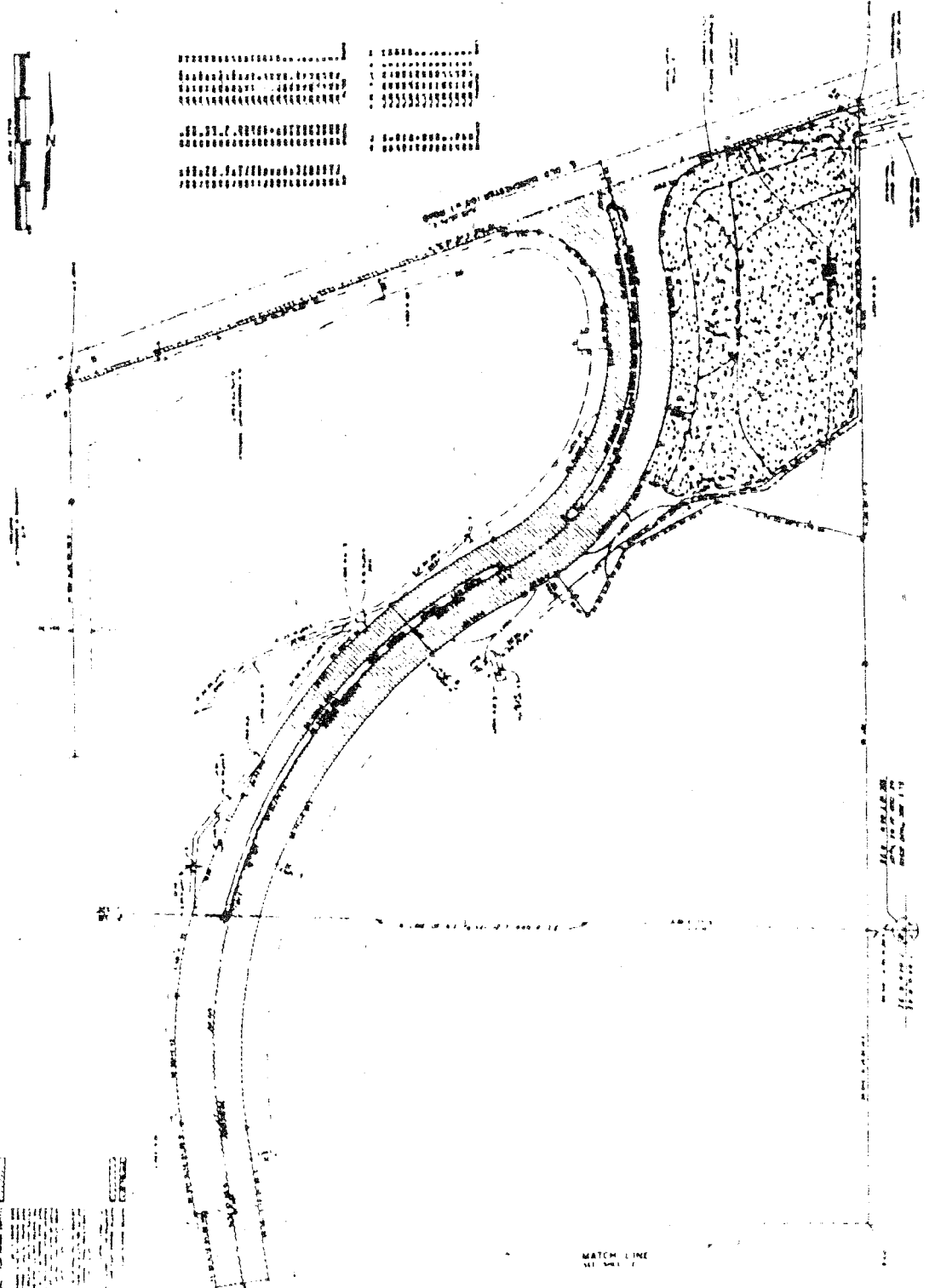
EXHIBIT B TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE VILLAGE OF OAK PARK
(THE "VILLAGE DECLARATION")

• EASTING OF I.P.
• SET OF I.P.
• DE. COVIC. RESTRICITION



BOOK 7950 PAGE 999

A larger facsimile of this Exhibit is available in the Recorder of Deeds Office for St. Louis County as OAK PARK PLAT ONE.



MATCH LINE
SEE SHEET 7

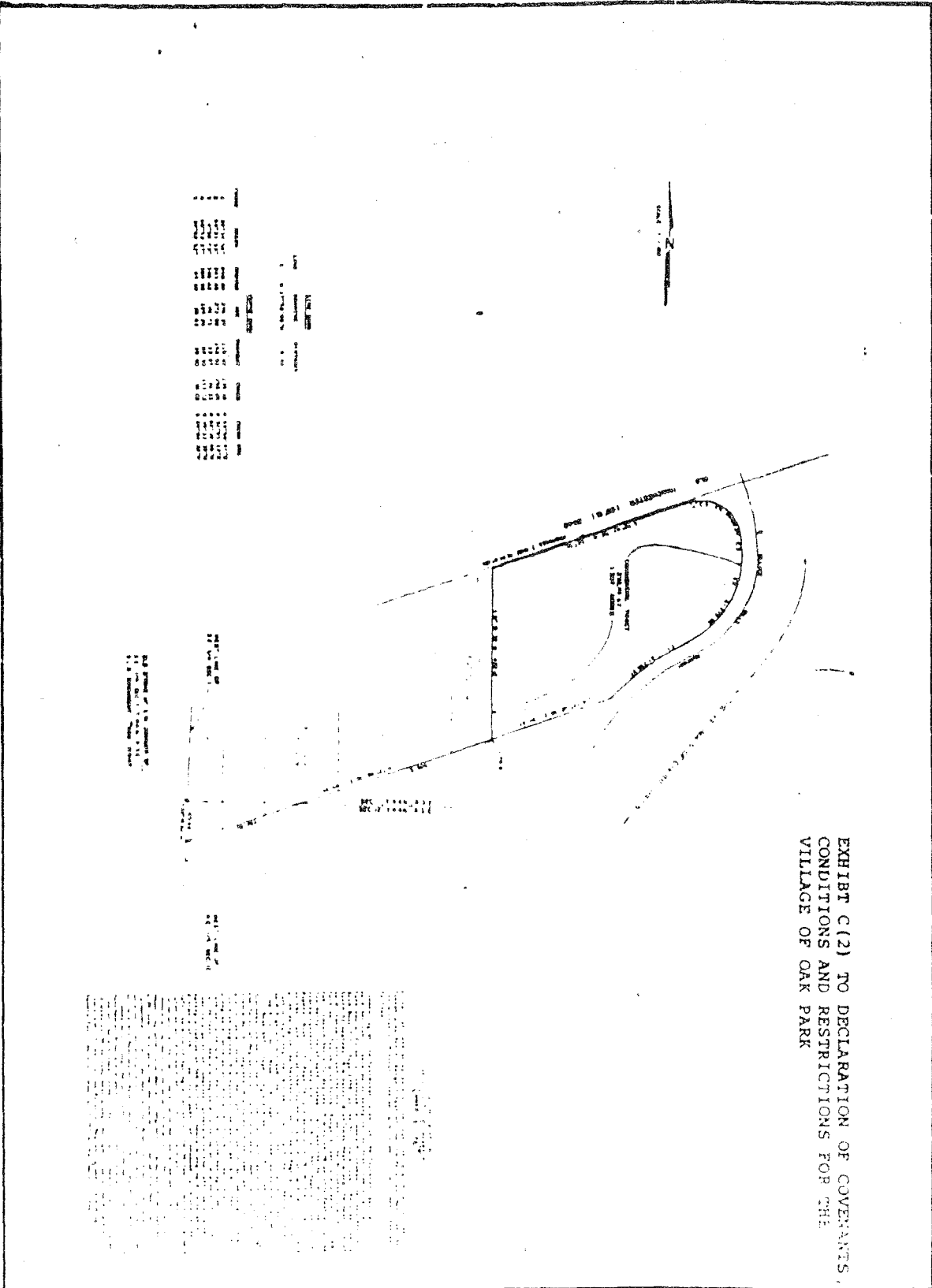
LEGEND
SYMBOLS
EXPLANATIONS
1. Dotted line
2. Dashed line
3. Solid line
4. Stippled area
5. Cross-hatched area

EXHIBIT C(1) TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE OF OAK PARK

LEGAL DESCRIPTION
THE VILLAGES OF CHERRY HILLS
COMMERCIAL TRACT

A tract of land being part of the Southeast quarter of Section 1, Township 44 North, Range 3 East of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of said Section 1, said point being on the West line of a tract of land now or formerly conveyed to James W. Graham, as recorded in Deed Book 7157, Page 2390, of the St. Louis County Records; thence South 02 degrees 18 minutes 28 seconds West along the West line of said Graham tract and the West line of the Northeast quarter of Section 12, Township 44 North, Range 3 East, a distance of 105.69 feet; thence North 72 degrees 08 minutes 38 seconds East along the Southerly line of said Graham tract and the Southerly line of tracts conveyed to Gerald H. Grus, Book 7395, Page 411, and Ray H. Rogers, Book 7053, Page 78, a distance of 292.80 feet to a point on the South line of the Southeast quarter of said Section 1, said point being on the Southerly line of said Rogers tract; thence continuing along the last said course and the Southerly line of said Rogers tract and the Southerly line of tracts conveyed to Stop & Go, Inc., Book 7238, Page 524, and Lawrence W. Cardwell, Jr., Book 6407, Page 554, a distance of 509.15 feet to the Southeast corner of said Cardwell's tract, said point also being the Point of Beginning of the herein described tract of land; thence North 72 degrees 08 minutes 38 seconds East 311.47 feet to a point on a curve to the right, for which the radius point bears South 46 degrees 18 minutes 47 seconds East 658.00 feet; thence along said curve an arc distance of 236.37 feet to a point of reverse curvature to the left, said curve having a radius of 243.00 feet; thence along said curve an arc distance of 272.98 feet to a point of compound curvature to the left, said curve having a radius of 546.62 feet; thence along said curve an arc distance of 46.12 feet to a point of compound curvature to the left, said curve having a radius of 100.00 feet; thence along said curve an arc distance of 120.24 feet to a point of compound curvature to the left, said curve having a radius of 65.00 feet; thence along said curve an arc distance of 38.63 feet; thence departing said curve North 17 degrees 52 minutes 06 seconds West 6.00 feet to a point on the Southerly line of Old Manchester (proposed 5 feet wide dedication) Road, said point being a perpendicular distance of 35.00 feet from the existing centerline of said Old Manchester Road; thence South 72 degrees 07 minutes 54 seconds West along the proposed 5 feet wide dedication of said Old Manchester Road a distance of 527.01 feet to a point on the East line of the aforementioned Cardwell tract; thence South 01 degrees 10 minutes 38 seconds West along the East line of said Cardwell tract 499.12 feet to the Point of Beginning and containing 235,111 Square Feet, more or less, or 5.397 Acres, more or less.



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EXHIBIT C (2) TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR THE
 VILLAGE OF OAK PARK

THE VILLAGES OF CHERRY HILLS
 P L U COMMERCIAL TRACT

<p>THE VILLAGES OF CHERRY HILLS P L U COMMERCIAL TRACT</p>	<p>10000</p>	<p>10000</p>	<p>10000</p>	<p>10000</p>	<p>10000</p>
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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF OAK PARK

This FIRST AMENDMENT is made this 7th day of November, 1986, by The Villages of Cherry Hills Development Co., a Missouri general partnership (hereinafter referred to as "Declarant").

RECITALS

A. Declarant has previously acquired (and is still the owner of a large portion of) a 202+ acre tract of land located off of Old Manchester Road in St. Louis County Missouri (hereinafter, the "Land").

RECORDED
1986 NOV 13 PM 3:09
ST. LOUIS COUNTY MO.

B. Declarant has heretofore subjected a portion of the Land, to the covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges (collectively, the "Covenants and Restrictions") provided in that certain Declaration of Covenants, Conditions and Restrictions for The Village of Oak Park dated July 21, 1986, and recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri on July 25, 1986, in Book 7950, Pages 966 through 1002, (the "Declaration").

C. In accordance with the Declaration, Declarant desires to subject an additional portion of the Land to the provisions of the Declaration.

NOW, THEREFORE, Declarant does hereby declare and amend the Declaration as follows:

1. The Declaration is hereby amended by adding to the real property described on Exhibit A of the Declaration, the real property described on Exhibit A(1) attached hereto.

2. The Declaration is further amended by adding the real property depicted on Exhibit A(2) attached as Exhibit A(2) to the Declaration. The real property depicted on the plan attached as Exhibit A(2) to the Declaration is attached as Exhibit A(2) to the Declaration.

Exhibit A(2)

attach

Exhibit B(1), and all improvements situated on said real property, shall be held, sold and conveyed subject to the terms and provisions of the Covenants and Restrictions set forth in the Declaration, all of which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, and their heirs, personal representatives, successors and assigns.

4. The Declaration, as amended hereby, is hereby restated and ratified in all respects.

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

DECLARANT:

THE VILLAGES OF CHERRY HILLS DEVELOPMENT CO., a Missouri general partnership

By: Taylor-Morley-Simon, Inc., a Missouri corporation, general partner

ATTEST:

[CORPORATE SEAL]

BY [Signature]
Last Secretary

BY [Signature]
Benton E. Taylor, Chairman

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

On this 7th day of November, 1986, personally appeared before me, a notary public in and for the County and State aforesaid, Benton E. Taylor, whose identity is well known (or satisfactorily proven) to me, and being by me duly sworn, did acknowledge before me under oath that he is the Chairman of TAYLOR-MORLEY-SIMON, INC., a Missouri corporation, a general partner of THE VILLAGES OF CHERRY HILLS DEVELOPMENT CO., a Missouri general partnership; that said instrument was signed and sealed on behalf of said partnership by authority of said partnership's agreement of general partnership and by authority of said corporation's Board of Directors; and that said instrument is the free act and deed of said partnership.

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

[Signature]
Notary Public

My commission expires:

LETTA B. HARNEL, NOTARY PUBLIC
COUNTY OF ST. LOUIS, STATE OF MISSOURI
COMMISSION EXPIRES 11/11/1988

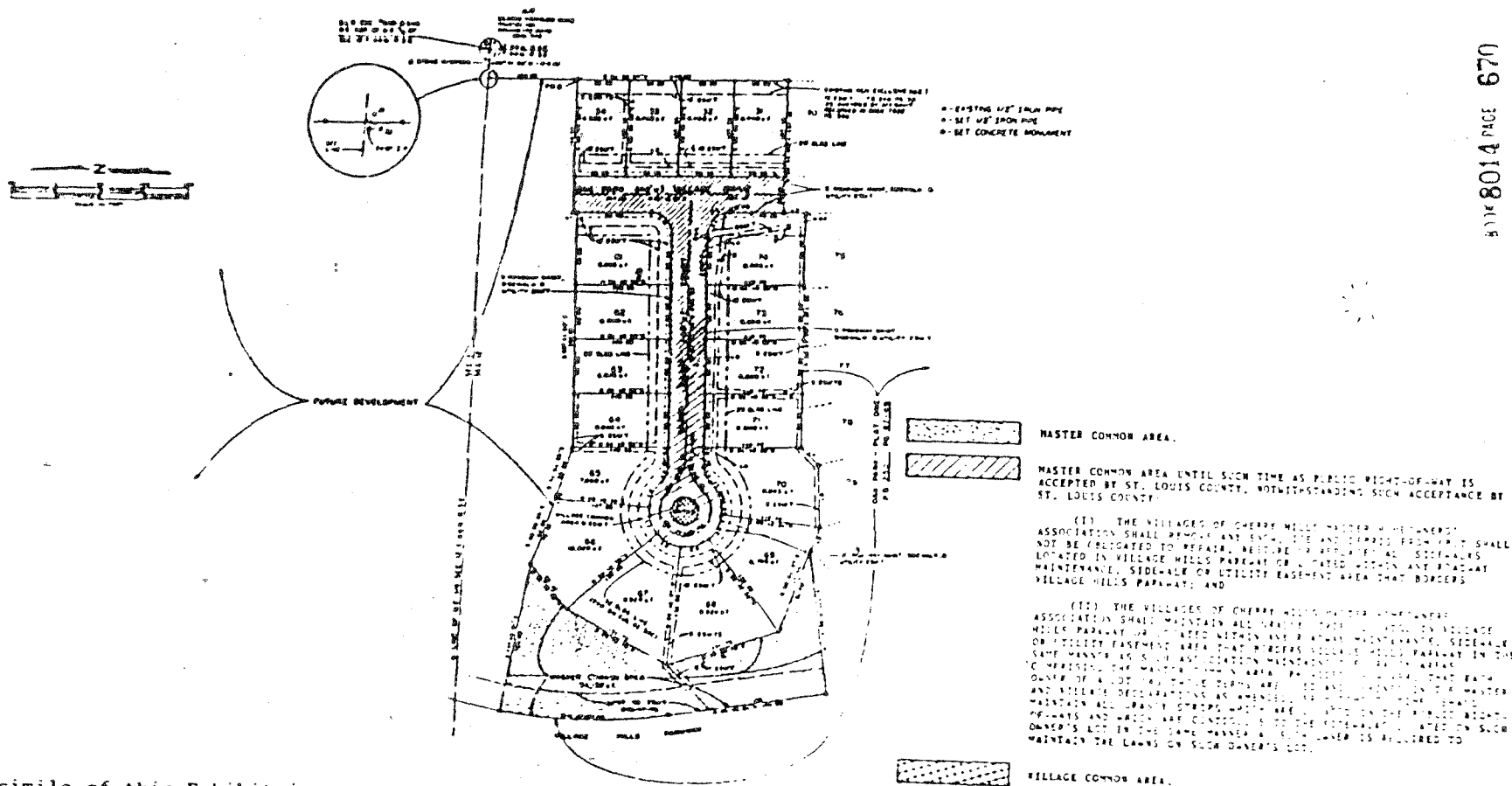
EXHIBIT A(1)
TO
FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF OAK PARK

LEGAL DESCRIPTION

A tract of land being part of Section 12, Township 44 North, Range 3 East of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF ABOVE SAID SECTION 12; THENCE NORTH 86 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 1013.38 FEET TO A POINT, SAID POINT BEING ON THE WESTERLY LINE OF PROPERTY NOW OR FORMERLY CONVEYED TO MILDRED KROENLEIN WHITE, TRUSTEE FOR RICHARD LEE WHITE, BY DEED RECORDED IN BOOK 5830 ON PAGE 443 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 01 DEGREES 35 MINUTES 57 SECONDS WEST ALONG SAID WESTERLY LINE OF WHITE PROPERTY 100.90 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG LAST SAID COURSE SOUTH 01 DEGREES 35 MINUTES 57 SECONDS WEST ALONG SAID WESTERLY LINE OF WHITE PROPERTY 240.00 FEET TO A POINT ON A NORTHERLY LINE OF "OAK PARK" - PLAT ONE AT THE VILLAGES OF CHERRY HILLS, A SUBDIVISION RECORDED IN PLAT BOOK 250 ON PAGES 47 THROUGH 49 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE OF "OAK PARK" - PLAT ONE THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 88 DEGREES 43 MINUTES 08 SECONDS WEST 147.16 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 52 SECONDS WEST 24.53 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 08 SECONDS WEST 260.00 FEET; THENCE SOUTH 46 DEGREES 01 MINUTES 27 SECONDS WEST 27.21 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 23 SECONDS WEST 69.51 FEET; THENCE NORTH 68 DEGREES 01 MINUTES 27 SECONDS WEST 28.85 FEET; THENCE SOUTH 83 DEGREES 44 MINUTES 39 SECONDS WEST 162.87 FEET TO A POINT ON THE EASTERLY LINE OF ABOVE SAID "OAK PARK" - PLAT ONE; THENCE ALONG SAID EASTERLY LINE OF "OAK PARK" - PLAT ONE THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 06 DEGREES 15 MINUTES 21 SECONDS WEST 180.03 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 602.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 194.26 FEET; THENCE DEPARTING SAID EASTERLY LINE OF "OAK PARK" - PLAT ONE SOUTH 77 DEGREES 46 MINUTES 01 SECONDS EAST 167.26 FEET; THENCE SOUTH 68 DEGREES 09 MINUTES 05 SECONDS EAST 82.89 FEET; THENCE SOUTH 71 DEGREES 04 MINUTES 50 SECONDS EAST 55.68 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 08 SECONDS EAST 260.00 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 52 SECONDS EAST 4.53 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 08 SECONDS EAST 148.49 FEET TO THE POINT OF BEGINNING

EXHIBIT B(1) TO FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF OAK PARK



A larger facsimile of this Exhibit is available in the Recorder of Deeds Office for St. Louis County as "OAK PARK" - PLAT TWO.

THE VILLAGE OF OAK PARK HOMEOWNERS' ASSOCIATION SHALL REPAIR, REPAIR AND REPAIR ALL SIDEWALKS LOCATED WITHIN OAK PARK VILLAGE DRIVE OR GRAND BASIN DRIVE OR LOCATED WITHIN ANY ROADWAY MAINTENANCE, SIDEWALK AND UTILITY EASEMENT AREA THAT BORDERS OAK PARK VILLAGE DRIVE OR GRAND BASIN DRIVE, AND SHALL REMOVE ANY SNOW, ICE AND DEBRIS FROM ANY OF SUCH SIDEWALKS NOT LOCATED ON AN OWNER'S LOT. EACH OWNER OF A LOT SHALL REMOVE ANY SNOW, ICE AND DEBRIS FROM THE SIDEWALKS LOCATED ON SUCH OWNER'S LOT.