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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WINGHAVEN

December 23, 1997

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

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Barbara Phell
RECORDER OF DEEDS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

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WINGHAVEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (as amended or supplemented from time to time, this "Declaration"), dated ~~December 23~~, 1997, is made by NOVUS PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company ("Novus"), and McEAGLE O'FALLON, L.C., a Missouri limited liability company ("McEagle") (Novus and McEagle are referred to herein individually as a "Declarant" and collectively as "Declarants"), WINGHAVEN RESIDENTIAL, LLC, a Missouri limited liability company ("Winghaven Residential"), and McWING GOLF, LLC, a Missouri limited liability company ("McWing").

RECITALS

A. Novus holds fee simple title to the real property described in Exhibit A-1 to this Declaration (the "Novus Property"). McEagle holds fee simple title to the real property described in Exhibit A-2 to this Declaration (the "McEagle Property"). The Novus Property and the McEagle Property, together with any additional property hereafter annexed or added thereto pursuant to Article XIV, is referred to herein collectively as the "Property".

B. Declarants desire to provide a flexible (yet common) and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property.

C. Declarants anticipate that at full development the Property will include several residential neighborhoods, one or more retail shopping centers, office and other commercial areas, a research park, light industrial areas, open spaces and walkways. Declarants intend that a Golf Course shall be developed on that part of the Property described in Exhibit C to this Declaration and defined herein as the Golf Course Land, which shall be made subject to this Declaration only to the extent provided herein.

D. As the development of the Property proceeds, Declarants anticipate that various subdivision plats shall be Recorded with respect to portions of the Property; that portions of the Property may be dedicated to the public for streets, roadways, drainage, flood control and general public use; that portions of the Property may be sold to various developers and builders, and that Tract Declarations with respect to various portions of the Property may be Recorded in order to set forth additional covenants, conditions and restrictions applicable to such portions of the Property. Declarants acknowledge that subsequent to the Recording of this Declaration, Novus (1) intends to convey to McWing the Golf Course Land and (2) intends to convey to Winghaven Residential that portion of the Property described in Exhibit A-3 to this Declaration (the "WR Land").

E. Declarants desire to form a Master Association which shall (1) own, manage and/or maintain Common Areas (including Association Land) and certain other areas within the Property; (2) levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) enforce the restrictions and other provisions of this Declaration.

F. Declarants desire to establish for their own benefit and for the mutual benefit of Declarants and all future Owners, or other holders of an interest in any portion of the Property, certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of the Property.

G. Declarants desire and intend that the Owners, mortgagees, beneficiaries, trustees and other persons or entities hereafter acquiring any interest in the Property, shall at all times enjoy the benefits of, and shall hold their respective interests subject to, the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of the Property.

H. Declarants therefore wish to subject all of the Property to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements hereinafter set forth (collectively, the "Covenants")

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NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, Declarants hereby declare, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Although captioned "Definitions", this Article contains substantive provisions and, in addition, other terms not included in this Article are defined elsewhere in this Declaration. Any term defined in the singular in this Declaration shall have the same meaning if used in the plural elsewhere in this Declaration.

"Affiliate" shall mean, with respect to any Declarant, Winghaven Residential or McWing, (1) any person, corporation, partnership, limited liability company or other entity in which a controlling interest is owned by such Declarant, Winghaven Residential or McWing (as the case may be) or (2) any person, corporation, partnership, limited liability company or other entity which owns more than a 25% interest in such Declarant, Winghaven Residential or McWing (as the case may be).

"Ancillary Association" shall mean:

(1) an association (including a Master Residential Association) created by the developer of a Residential Area within the Property pursuant to a Tract Declaration (including a Master Residential Tract Declaration); or

(2) an association created by the developer of a Commercial Area within the Property pursuant to a Tract Declaration.

Formation of an Ancillary Association is required in connection with the creation of any Tract Declaration. All Ancillary Associations shall be subject to this Declaration.

"Ancillary Association Tract" shall mean any portion of the Property which is subject to a Tract Declaration, as more particularly described in such Tract Declaration.

"Annexable Property" shall mean collectively, the Novus Annexable Property and the McEagle Annexable Property.

"Annual Assessment" shall mean the charge levied and assessed each year against each Parcel, Ancillary Association Tract or Lot pursuant to Article VII, Section 3.

"Arbitration Rules" shall have the meaning set forth in Article XV, Section 17.

"Architectural Committee" shall mean either the Commercial Architectural Committee or the Residential Architectural Committee, as the context may require, each to be created pursuant to Article XI.

"Architectural Guidelines" shall mean, collectively, the Residential Architectural Guidelines, the Basic Commercial Architectural Guidelines and the Detailed Commercial Architectural Guidelines, as the same may be amended or modified pursuant to Article V, Section 3.

"Arterial Streets" shall mean, collectively, Winghaven Drive and the other streets to be constructed in the approximate locations of the streets depicted and identified as Arterial Streets on the Master Development Plan, together with associated improvements such as sidewalks and curbing located within the right-of-way thereof. Those portions of Winghaven Drive and the Arterial Streets shown on the Master Development Plan which are located outside of the boundaries of the Property are shown for illustrative purposes only. A legal description of the proposed right-of-way of Winghaven Drive is set forth in Exhibit G-1 to this Declaration and legal

descriptions of the proposed right-of-way of the other Arterial Streets are set forth in Exhibit G-2 to this Declaration.

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"**Articles**" shall mean the Articles of Incorporation of the Master Association, as amended from time to time, the initial form thereof being attached hereto as Exhibit B.

"**Assessments**" shall have the meaning set forth in Article VII, Section 1.

"**Assessment Lien**" shall have the meaning set forth in Article VII, Section 1.

"**Assessment Period**" shall have the meaning set forth in Article VII, Section 6.

"**Association Land**" shall mean such part or parts of the Property, together with the buildings, structures and improvements thereon, and other real property which the Master Association now or hereafter owns in fee or in which the Master Association now or hereafter has a leasehold interest, for as long as the Master Association is the owner of the fee or leasehold interest. (The term "**Common Areas**", as defined below, while including Association Land, is not limited to Association Land, and may include other classes of property.)

"**Basic Commercial Architectural Guidelines**" shall mean the basic development standards and design guidelines relating to the areas of the Property other than the Residential Areas (including, without limitation, the Commercial Areas, the Public Realm Areas and the Common Areas), attached hereto as Exhibit E.

"**Board**" shall mean the Board of Directors of the Master Association.

"**Buffer Zone**" shall mean any portion of the WR Land or the Golf Course Land within a distance of three hundred (300) feet from the boundary lines of The Office and Research Park at Wingham and the Novus Campus, the area of the Buffer Zone being more particularly described in Exhibit I to this Declaration.

"**Bylaws**" shall mean the Bylaws of the Master Association, as amended from time to time.

"**Capital Assessments**" shall have the meaning set forth in Article VII, Section 2.

"**Church Site**" shall mean the area depicted and identified as such on the Master Development Plan.

"**City of O'Fallon**" shall mean the City of O'Fallon, Missouri.

"**Club House Facilities**" shall mean, collectively, the club house and related recreational and other ancillary facilities (e.g., swimming pool, tennis courts and any other facilities which the owner of the Club House Site may elect to provide from time to time, such as food and beverage service facilities and/or meeting facilities) constructed and operated, or to be constructed and operated, on the Club House Site.

"**Club House Site**" shall mean that portion of the Golf Course Land depicted and identified as such on the Master Development Plan.

"**Club House User**" shall mean any person or persons visiting and/or using the Club House Facilities under and with the appropriate right and authority of the owner and/or operator of the Club House Facilities, or any person or persons assisting in the utilization, maintenance or use of the Club House Facilities or any part thereof (e.g., employees, contractors and subcontractors).

"**Collector Streets**" shall mean, collectively, the streets to be constructed in the approximate locations of the streets depicted and identified as Collector Streets on the Master Development Plan, together with associated improvements such as sidewalks and curbing located within the rights-of-way thereof.

"**Commercial Architectural Committee**" shall mean the Commercial Architectural Committee established pursuant to Article XI, Section 1.

"Commercial Architectural Guidelines" shall mean the development standards and design guidelines relating to the areas within the Property other than the Residential Areas (including, without limitation, the Commercial Areas, the Public Realm Areas and the Common Areas), consisting of (1) the Basic Commercial Architectural Guidelines, and (2) the Detailed Commercial Architectural Guidelines contemplated under Article XI, Section 3, as the same may be amended or modified by the Commercial Architectural Committee pursuant to Article V, Section 3.

"Commercial Areas" shall mean those areas within the Property which at any given time have a Land Use Classification of C-2 Commercial or HTCD PUD High Tech Corridor (and any area within the Property which at any given time is subject to any other Land Use Classification (including R-1 PUD or R-4 PUD) which permits any type of non-residential use and which is utilized or proposed to be utilized for a non-residential use, such as a church or school use, pursuant to such Land Use Classification). Association Land and the Club House Site shall be deemed Commercial Areas. The Commercial Architectural Committee shall be the governing Architectural Committee with respect to all Commercial Areas.

"Commercial Areas Relative Area Percentage" shall mean, with respect to any given Parcel, Lot or other specific area within the Commercial Areas, the percentage that (1) the square footage thereof (but excluding any portion thereof designated as Exempt Property) constitutes of (2) the total square footage of the entire Commercial Areas (but excluding any portions of the Property designated as Exempt Property).

"Commercial Class Member(s)" shall have the meaning set forth in Article VI, Section 1, Subsection (b).

"Commercial Class Membership" shall mean, collectively, the Commercial Class Member(s).

"Commercial Property Development Threshold Date" shall mean the date upon which more than ninety percent (90%) of the total area of all portions of the Property then or previously owned by McEagle (and/or any Affiliate of McEagle) has been conveyed to third parties (other than any Affiliate of McEagle) or Developed. As an example of (and not in limitation of) this provision, assume that McEagle originally owned 100 acres within the Property, caused 30 acres thereof to be Developed, sold 50 acres thereof to an unrelated third party, acquired an additional 60 acres within the Property and did not subsequently acquire any additional portions of the Property; under such assumptions, the Commercial Property Development Threshold Date would occur at such time as McEagle conveyed or Developed more than 64 acres of its then remaining 80 acres (64 acres being the number of acres required to bring the total acreage Developed or conveyed to third parties by McEagle to 144 acres, or 90% of the total of 160 acres owned by McEagle from time to time).

"Common Areas Improvements" shall mean: (1) the Trail System, (2) the equipment for the Tot Lots, (3) the entrance monuments for the Winghaven project, (4) any sculpture located in the Common Areas near the main entrance, (5) the general landscaping on the Common Areas, and (6) signage for the Winghaven project.

"Common Areas" shall mean (1) all Association Land; (2) all land within the Property which any Declarant or any Owner, by this Declaration or other Recorded instrument, shall make available for use on a non-exclusive basis to all Owners and/or Residents (excepting the Golf Course Land, the Golf Course, the Club House Site and the Club House Facilities); (3) all land or rights-of-way easements within the Property dedicated to the public or to the United States, the State of Missouri, St. Charles County, or the City of O'Fallon, but which is required by such governmental agency to be maintained by the Master Association; (4) all Storm Water Control Facilities constructed on the Property (except any such Storm Water Control Facilities (a) which are constructed on the Golf Course Land or (b) which have been dedicated to and accepted for maintenance by public authorities); and (5) the Tot Lots, the Trail System and any other areas either within the Property or within any portions of the public rights-of-way in the areas adjoining or near the Property with respect to which the Master Association has assumed in writing administrative and/or maintenance responsibilities, in accordance with the provisions of this Declaration (including, without limitation, any right-of-way agreed to be maintained pursuant to a

maintenance agreement with the Missouri Department of Transportation or other governmental entity). No portions of the Local Streets shall constitute Common Areas, except to the extent that the same may fall within one of the aforesaid categories (1), (3) or (4).

"Covenants" shall have the meaning set forth in Recital H.

"CPI" shall mean the figure published by the United States Department of Labor, Bureau of Labor Statistics as the Consumer Price Index for All Urban Consumers - (CPI-U) U.S. City Average, All Items (1982-1984 = 100) in regard to any month in question. If the aforesaid index is no longer published or cannot be adjusted, then another index commonly accepted as authoritative shall be selected by the Board, and shall be substituted and utilized as the CPI under this Declaration.

"CPI Increase" shall mean the percentage increase between the CPI published for a given calendar month and the CPI published for a subsequent calendar month, calculated by dividing the difference between the CPI published for the later month and the CPI published for the earlier month by the CPI published for the earlier month and multiplying the quotient by 100. For example, if the CPI published for the earlier month is 160 and the CPI published for the later month is 170, the CPI Increase would be 6.25% ($170 - 160 = 10$; $10 \div 160 = .0625$; $.0625 \times 100 = 6.25\%$).

"Detailed Commercial Architectural Guidelines" shall mean the detailed development standards and design guidelines relating to the areas of the Property other than the Residential Areas (including, without limitation, the Commercial Areas, the Public Realm Areas and the Common Areas), to be agreed upon and adopted pursuant to Article XI, Section 3.

"Developed" shall mean the substantial completion of construction of building improvements and associated improvements, such as parking areas, drives and landscaping, on any given area within the Property, including the Golf Course Land.

"Development Proposal" shall mean a proposal for the development of any portion of the Property, which may include the clearing and grading of such site and/or construction of building(s), parking areas, drives, landscaping or other improvements on such site.

"Disapproval Notice" shall have the meaning set forth in Article XI, Section 5, Subsection (c).

"Dwelling Unit" shall mean any building or portion of a building intended for use and occupancy as a residence by a Single Family.

"Environmental Laws" shall mean all laws, ordinances, orders, interpretations, rules and regulations of any governmental authority applicable to any portion of the Property relating to human health or the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq. ("RCRA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Coastal Zone Management Act, 16 U.S.C. Section 1451, et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; and the Flood Disaster protection Act, 42 U.S.C. Section 4001, et seq., all as now or hereafter amended, and any regulations promulgated thereunder, as well as any common law or any other rule of law of any other governmental authority applicable to any portion of the Property and relating to human health or the environment.

"Exempt Property" shall mean the following portions of the Property:

(1) all land and improvements dedicated to and accepted by the United States, the State of Missouri, St. Charles County, the City of O'Fallon, or any political subdivision of any of the foregoing, for as long as such dedication remains effective; provided, however, that any such land shall be Exempt Property only while it is being used by the governmental entity owner for public purposes;

- (2) all Association Land;
- (3) any portion of the Property (other than Association Land) during the period it is utilized as a public or private school, a library, a park or playground, a fire station, a police station or for other similar uses, provided that such status as Exempt Property is approved in writing by Novus and the Board;
- (4) the percentage of the area of the Novus Campus, as constituted from time to time, which constitutes undeveloped green space (it being agreed that at present 75% of the Novus Campus constitutes undeveloped green space);
- (5) the Church Site, so long as the same is owned by a not-for-profit religious organization and is either undeveloped or developed only with facilities related to such organization's religious ministry (such as a church, a school, a day care facility or a retirement facility and related ancillary facilities);
- (6) the Arterial Streets and the Collector Streets;
- (7) the Trail System; and
- (8) the Golf Course Land (excepting the Club House Site, which shall not constitute Exempt Property).

All Exempt Property shall be exempt from Assessments to the extent provided in Article VII, Section 10 of this Declaration and shall not be included in calculating Relative Area Percentage hereunder. Nevertheless, except as otherwise expressly provided herein, Exempt Property shall be subject to all other provisions of this Declaration, including, without limitation, the Covenants, the Master Development Plan and the Architectural Guidelines (except to the extent otherwise expressly provided under this Declaration). Only the foregoing categories shall constitute Exempt Property, and any Common Areas or other areas of the Property not falling within the foregoing categories shall not constitute Exempt Property.

"Golf Course" shall mean the golf course and related improvements and recreational, maintenance and other facilities, including the Club House Facilities, constructed, or to be constructed, on the Golf Course Land, as more fully described in Article IV, Section 4, Subsection (b).

"Golf Course Land" shall mean the golf course real property depicted and identified on the Master Development Plan and described in Exhibit C to this Declaration (including the Club House Site). The Golf Course Land and the Golf Course (excepting the Club House Site) shall be exempt from Assessments, shall not be subject to the Residential or Commercial Architectural Guidelines (except the portions of the Public Realm Areas located on the Golf Course Land) and shall not confer upon its owner any voting rights within any Membership Class; however, the Club House Site shall be subject to Assessments hereunder and its Owner shall have voting rights within the Commercial Class based upon the Relative Area Percentage applicable to the Club House Site. Except as provided above or as otherwise expressly provided elsewhere in this Declaration, the Golf Course Land shall be subject to the provisions of this Declaration, including, without limitation, the provisions of Article IV, Section 4.

"Golf Course Owner" shall mean the record holder or holders of the fee simple interest in the Golf Course land at any given time.

"Golf Course User" shall mean any person or persons engaged in the game of golf or in the assistance of those engaged in the game of golf under and with the appropriate right and authority of the Owner of the Golf Course Land, or any person or persons assisting in the utilization, maintenance or use of the Golf Course or any part thereof (e.g., caddies and Golf Course employees, contractors and subcontractors, including, without limitation, Golf Course maintenance employees, contractors and subcontractors).

"Hazardous Materials" shall mean any of the following: (1) any "hazardous waste" as defined by RCRA, and regulations promulgated thereunder; (2) any "hazardous substance", "pollutant" or "contaminant", as defined by CERCLA, and regulations promulgated thereunder,

(3) asbestos (whether or not friable) and asbestos-containing materials; (4) any volatile organic compounds, including oil and petroleum products; (5) any substances which, because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any polychlorinated biphenyls (PCBs), toxic metals, plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, urea formaldehyde foam insulation and chemical, biological and radioactive wastes; (6) radon gas; (7) any other substance the presence of which on the Property is prohibited by any Environmental Laws, and (8) any other substance which by any Environmental Laws requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.

"Land Use Classification" shall mean the use classification established by the Zoning Ordinances (or any other applicable zoning ordinances or regulations) in regard to any given portion of the Property (the Land Use Classifications being depicted on the Master Development Plan, as the Master Development Plan may be modified or amended from time to time pursuant to the terms of this Declaration).

"Local Streets" shall mean all streets now existing or to be constructed on the Property, other than the Arterial Streets and the Collector Streets (together with associated improvements such as sidewalks and curbing located within the rights-of-way thereof).

"Lot" shall mean any portion of the Property which is designated as a lot on any Recorded Subdivision plat, subject to a Tract Declaration and part of an Ancillary Association Tract. A Lot shall not include the Golf Course Land, the Golf Course or any Association Land.

"Maintenance Charges" shall mean any and all costs assessed pursuant to Article X, Sections 2 and 3.

"Master Association" shall mean the Missouri not-for-profit corporation organized by Declarants to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, and its successors and assigns. The name of the Master Association shall be "WINGHAVEN MASTER ASSOCIATION."

"Master Development Plan" shall mean the development plan attached hereto as Exhibit Z. The Master Development Plan shall not be amended or modified without the prior written consent of the Board (except to the extent expressly provided in the definition of Novus Campus below, and in Article IV, Section 2, Subsection (z)).

"Master Residential Associations" shall mean each of the Missouri not-for-profit corporations organized to administer and enforce the covenants, conditions and restrictions, and to exercise the rights, powers and duties, set forth in its respective Master Residential Tract Declaration (being the Single Family Master Residential Tract Declaration or the Apartment Master Residential Tract Declaration) and the respective successors and assigns of each such corporation.

"Master Residential Tract Declarations" shall mean (1) the Tract Declaration applicable to that portion of the Residential Area shown on the Master Development Plan as having an anticipated use as "Single Family," "Multi-Family - Attached Residential" or "Multi-Family - Townhouse Residential" (the "Single Family Master Residential Tract Declaration"), and (2) the Tract Declaration applicable to that portion of the Residential Areas shown on the Master Development Plan as having an anticipated use as "Multi-Family - Apartment Residential" (the "Apartment Master Residential Tract Declaration"), which Tract Declarations shall be created and Recorded by Winghaven Residential and any other Owners of the Residential Areas which are to be subject to each such Tract Declaration, as each such Tract Declaration may be amended or modified from time to time, consistent with the requirements of this Declaration.

"McEagle Annexable Property" shall mean any and all real property which is contiguous to the exterior boundary line of the Property.

"Member" shall mean any person or entity which is designated as a member of the Residential Class Membership, the Commercial Class Membership or the Novus Class Membership, as the case may be, pursuant to this Declaration.

"Membership" shall mean a membership in the Residential Class Membership, a membership in the Commercial Class Membership or a membership in the Novus Class Membership and the accompanying rights granted pursuant to Article VI to participate in the Master Association.

"Membership Class" shall mean the Residential Class Membership, the Commercial Class Membership or the Novus Class Membership, as the case may be.

"Neighborhood" shall mean each of the areas, within the Residential Area, depicted and identified as a "Neighborhood" on the Master Development Plan (i.e., Neighborhood I, Neighborhood II, Neighborhood III and Neighborhood IV), as the Master Development Plan may be amended from time to time pursuant to the terms of this Declaration.

"Novus Annexable Property" shall mean any and all real property which is within 2,000 feet of any point on the exterior boundary line of the Property.

"Novus Campus" shall mean the real property consisting of approximately 98.22 acres, depicted and identified as such on the Master Development Plan and described in Exhibit D-1 to this Declaration; provided, however, that so long as Novus owns any portion of The Office and Research Park at Winghaven contiguous to the Novus Campus (disregarding any intervening Streets), Novus may, in its sole discretion, by amending the Master Development Plan, change the boundary between the Novus Campus and The Office and Research Park at Winghaven so as to expand or reduce the area thereof which shall constitute the Novus Campus; provided, however, that no such amendment shall in any way change or affect the Buffer Zone. In connection with such expansion or reduction of the area of the Novus Campus, Novus promptly shall provide to the Board a calculation of the area of the reconfigured Novus Campus, including the percentage of the area of the Novus Campus which constitutes undeveloped green space, prepared by a licensed land surveyor or engineer, for purposes of recalculating the percentage of the area of the Novus Campus which constitutes Exempt Property.

"Novus Class Member" shall mean Novus (or a successor Owner of any portion of The Office and Research Park at Winghaven or the Novus Campus to whom Novus shall have assigned its rights as the Novus Class Member pursuant to a Recorded assignment executed by Novus or such successor Owner, as the case may be, subject, however, to the provisions of Article XVII, Section 1).

"Novus Class Membership" shall mean the Novus Class Member.

"Owner" shall mean the record holder of the fee simple interest of any Parcel or Lot. An Owner shall include any person who holds record fee simple title to a Parcel or Lot in joint ownership with any other person or holds an undivided fee interest in any Parcel or Lot.

"Parcel" shall mean any portion of the Property which is not part of an Ancillary Association Tract. A Parcel shall not include the Golf Course Land (except the Club House Site) or any Association Land; however, the Club House Site shall be deemed a Parcel hereunder.

"Property" shall have the meaning set forth in Recital A.

"PSA" shall have the meaning set forth in Article IV, Section 4, Subsection (b).

"Public Realm Areas" shall mean the following areas:

- (1) the entry areas to the Property;
- (2) the Arterial Streets and the Collector Streets;
- (3) the Trail System;
- (4) the other Common Areas;

(5) the areas of the Property immediately adjacent to and visible from the rights-of-way of the Arterial Streets, the Collector Streets, U.S. Highway 40, Bates Road, Post Road, Highway N and the proposed interchange at U.S. Highway 40 and Highway DD upon which any improvements (including, without limitation, curbs, sidewalks, landscaping, berms, fencing, walls, lighting, structures, signage or graphics) are constructed, installed or located (or proposed to be constructed, installed or located);

(6) the areas of the Property immediately adjacent to those portions of the boundaries of the Property where (a) Residential Areas within the Property abut property outside the Property which is being used for non-residential purposes, or (b) Commercial Areas within the Property abut property outside the Property which is being used for residential purposes; and

(7) the areas within the Property upon which signage and graphics are located (or proposed to be located).

Notwithstanding the foregoing, however, the Public Realm Areas shall not include any buildings intended for residential or commercial occupancy, and such buildings shall not be subject to the portions of the Architectural Guidelines applicable specifically to the Public Realm Areas, except with respect to signage and graphics matters governed by the Commercial Architectural Guidelines).

"Record", "Recorded", "Recording" or "Recordation" shall mean the recordation of a document or instrument in the Office of the Recorder of Deeds of St. Charles County, Missouri.

"Relative Area Percentage" shall mean, with respect to any given Parcel, Ancillary Association Tract or other specific area within the Property, the percentage that (1) the square footage thereof (but excluding any portions thereof designated as Exempt Property) constitutes of (2) the total square footage of the entire Property (but excluding any portions of the Property designated as Exempt Property).

"Resident" shall mean each person actually residing or conducting a business on any part of the Property. Subject to such rules and regulations as the Master Association may hereafter specify (including the imposition of special nonresident fees for use of Association Land if the Master Association shall so direct), the term **"Resident"** also shall include the onsite guests or invitees of any such person, if and to the extent that the Board in its absolute discretion by resolution so directs.

"Residential Architectural Committee" shall mean the Residential Architectural Committee established pursuant to Article XI, Section 1.

"Residential Architectural Guidelines" shall mean the development standards and design guidelines relating to the Residential Areas, attached hereto as Exhibit E, as the same may be amended or modified by the Residential Architectural Committee pursuant to the terms of Article V, Section 3.

"Residential Areas" shall mean those areas within the Property which at any given time have a Land Use Classification of R-1 PUD or R-4 PUD and utilized or proposed to be utilized solely for residential use (and any area within the Property which at any given time is subject to any other Land Use Classification which permits residential use and which is utilized or proposed to be utilized solely for residential use under such Land Use Classification); provided, however, that all Association Land located in such areas and the Club House Site shall be deemed Commercial Areas, and development of the Association Land (but not the Club House Site) shall be subject to the review and approval rights granted to the Commercial Architectural Committee under this Declaration. The Residential Architectural Committee shall be the governing Architectural Committee with respect to all Residential Areas.

"Residential Areas Relative Area Percentage" shall mean, with respect to any given Parcel, Lot or other specific area within the Residential Areas, the percentage that (1) the square footage thereof (but excluding any portion thereof designated as Exempt Property) constitutes of (2) the total square footage of the entire Residential Areas (but excluding any portions of the Property designated as Exempt Property).

"Residential Class Member(s)" shall have the meaning set forth in Article VI, Section 1, Subsection (a).

"Residential Class Membership" shall mean, collectively, the Residential Class Member(s).

"Road Lien" shall have the meaning set forth in Article XVI, Section 1.

"Rules" shall mean the rules for the Property adopted by the Board pursuant to Article V, Section 3.

"Single Family" shall mean an individual living alone, or a group of two or more persons, each related to the other by blood, marriage or legal adoption, which maintains a common household, or a group of not more than three persons, not all so related, which maintains a common household.

"Special Assessment" shall mean any assessment levied and assessed pursuant to Article VII, Section 4.

"Special Use Fees" shall mean special fees authorized by this Declaration for the use of any recreational or other facilities from time to time situated upon the Common Areas, which an Ancillary Association, Owner, Resident or any other person is obligated to pay to the Master Association over, above and in addition to any Capital Assessment, Annual Assessment, Special Assessment or Maintenance Charges imposed or payable hereunder. The amount of any Special Use Fee shall be determined in the Board's sole discretion, provided that all such fees shall be fair and reasonable.

"Storm Water Control Facilities" shall mean and refer to any and all detention and retention basins, drainage channels, swales, ditches, spillways, storm sewer pipes and other structures and facilities from time to time constructed and installed on the Property for the collection and routing of storm water from the Property or any portion thereof, provided, however, that the Storm Water Control Facilities shall not include any such facilities which have been dedicated to and accepted by public authorities.

"Streets" shall mean, collectively, the Arterial Streets, the Collector Streets and the Local Streets.

"Subdivision" or "Subdivided" shall mean the act of dividing a given area of the Property into separate Lots or Parcels, whether by Recordation of a subdivision plat relating to such area or otherwise.

"Taking" shall have the meaning set forth in Article IX, Section 4.

"The Office and Research Park at Winghaven" shall mean the real property consisting of approximately 163.12 acres, depicted and identified as such on the Master Development Plan and described in Exhibit D-2 to this Declaration (subject, however, to the right of Novus to amend the Master Development Plan so as to change the boundary between The Office and Research Park at Winghaven and the Novus Campus, as provided in the definition of Novus Campus above).

"Tot Lots" shall mean the children's play areas to be constructed on the Residential Areas in the approximate locations depicted and identified on the Master Development Plan.

"Tract Declaration" shall mean a declaration of covenants, conditions and restrictions Recorded with respect to a given area within the Property, pursuant to Article II, Section 1 of this Declaration, and shall include (without limitation) the Master Residential Tract Declarations and all declarations of condominium within a Land Use Classification of R-1 PUD.

"Trail System" shall mean the system of trails and walkways to be constructed in the approximate locations depicted and identified as such on the Master Development Plan (subject to relocation pursuant to the rights granted under Article XVI, Section 3).

"Winghaven" shall mean the Property and shall not include other real property which is not a part of the Property, whether or not such other real property is at any time depicted on the Master Development Plan and whether or not such other real property commonly is known by, or legally has for uses, a name which includes the words "Winghaven" or some variation thereof.

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"WR Land" shall have the meaning set forth in Recital D.

"Zoning Ordinances" shall mean the Zoning Ordinances of the City of O'Fallon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. General Declaration. Declarants hereby declare that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration, as amended from time to time. With respect to the Commercial Areas, as portions of the Commercial Areas of the Property are Subdivided and developed, Tract Declarations covering such portions of the Property may be Recorded. With respect to that portion of the Residential Areas shown on the Master Development Plan as having an anticipated use as "Single-Family", "Multi-Family - Attached Residential" or "Multi-Family - Townhouse Residential", the Single Family Master Residential Tract Declaration must be Recorded prior to the sale to any party, for use as such party's residence, of any individual residential lots or condominium units within any such portion of the Residential Areas. With respect to that portion of the Residential Areas shown on the Master Development Plan as having an anticipated use of "Multi-Family - Apartment Residential", the Apartment Master Residential Tract Declaration must be Recorded prior to the occupancy by any party, for use as such party's residence, of any Dwelling Unit within an apartment building within any such portion of the Residential Areas. Additional Tract Declarations relating to discrete portions of the Residential Areas may be Recorded from time to time after the Recordation of either of the Master Residential Tract Declarations. The Master Residential Tract Declarations and all other Tract Declarations shall incorporate this Declaration by reference and establish such additional covenants, conditions and restrictions as may be appropriate for the portions of the Property subject to such Tract Declaration; provided, however, that in the event of a conflict between the provisions of a Tract Declaration and this Declaration, if such conflict relates to the covenants, conditions and restrictions contained in said instruments, the more restrictive of such covenants, conditions and restrictions shall apply, while if such conflict relates to any other provisions of said instruments (such as charges, servitudes, liens, reservations and easements), the provisions of this Declaration shall control. This Declaration and all Tract Declarations hereby are declared and agreed to be in furtherance of a general plan for the development, improvement and sale of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of this Declaration and all Tract Declarations shall run with the Property for all purposes and shall be binding upon and inure to the benefit of Declarants, the Master Association, all Ancillary Associations and all Owners and their respective successors in interest, as the case may be.

Section 2. Master Association Bound and Benefited. Upon the filing of the Articles with, and the resulting issuance of a certificate of incorporation by, the Secretary of State of the State of Missouri, this Declaration and the Covenants shall be binding upon and shall benefit the Master Association.

ARTICLE III

EASEMENTS AND RIGHTS OF ENJOYMENT

Section 1. Easements of Enjoyment in Common Areas. Every Owner shall have a non-exclusive easement for the use and enjoyment in and to the Common Areas, which non-exclusive easement shall be appurtenant to and shall pass with the title to every Parcel and Lot. All Residents, other than Owners, shall have a non-exclusive, non-transferable temporary

easement to use and enjoy the Common Areas so long as they remain Residents. The foregoing grant and rights are subject to, among other things, the following limitations: page 2012 MGE 1577

- (a) the right of the Board to charge reasonable admission and other Special Use Fees for the use of any recreational or other facilities from time to time situated upon the Common Areas (although the Master Development Plan does not presently contemplate any facilities for which such fees would be chargeable), provided, however, that in no event shall any such fees be payable with regard to the Trail System or the Tot Lots.
- (b) the right of the Board to dedicate or transfer all or any part of the Common Areas (excluding the Tot Lots and the trails within the Trail System) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of the Master Association;
- (c) the right of the Board to impose reasonable regulations regarding the use of the Common Areas through the Rules and to prohibit access to those Common Areas, such as landscaped areas, not intended for use by the Owners or Residents; and
- (d) the right of the Board to change the use of Common Areas and to change the size, shape or location of the Common Areas as provided in Article XII, Sections 4 and 5.

Section 2. Delegation of Use. Any Owner may, in accordance with this Declaration and the Rules and the limitations herein and therein contained, share and delegate his or its right of enjoyment in the Common Areas and facilities with and to such Owner's employees, family members, tenants, guests or invitees or to such tenants' employees, family members, guests or invitees.

Section 3. Rights of Ingress and Egress. Each Owner and all persons holding under or through such Owner, and their respective employees, agents, customers, licensees, family members, tenants and invitees shall have a perpetual non-exclusive easement in common with all other Owners and all persons holding under or through such other Owners and their respective employees, agents, customers, licensees, family members, tenants and invitees to use any of the Streets (except for secured private roadways now or hereafter located on the Novus Campus and designated as such by Novus) now existing or constructed in the future for (a) pedestrian traffic over, through and across sidewalks, paths, trails, walkways and lanes that from time to time may exist upon the Common Areas, including, without limitation, the Trail System; and (b) pedestrian and vehicular traffic over, through and across the Streets.

Section 4. Easements for Encroachments. Each Parcel, Ancillary Association Tract and Lot, the Common Areas, and all other areas within the Property shall be subject to an easement of not more than 18 inches for encroachments of walls, ledges, roofs, and other structures created by construction, settling and overhangs as originally designed and constructed by Declarants or other developers. If any such improvement on the Common Areas encroaches upon any Parcel, Ancillary Association Tract, Lot or other such areas, or if any such improvement on a Parcel, Ancillary Association Tract, Lot or other such areas encroaches upon any portion of the Common Areas, or if any such improvement on a Parcel, Ancillary Association Tract, Lot or other such area encroaches upon another Parcel, Ancillary Association Tract, Lot or other such areas, a valid easement for such encroachments and for the maintenance thereof shall exist. In the event that any structure on any Parcel, Ancillary Association Tract, Lot, Common Area or other such areas is repaired, altered or reconstructed in accordance with the original plans and specifications, similar encroachments shall be permitted and a valid easement for such encroachments and for the maintenance thereof shall exist.

Section 5. Easements for Storm Water Control Facilities and Rights to Detention.

- (a) Each Owner, each Ancillary Association and the Golf Course Owner shall be obligated to construct or cause to be constructed (at its cost) such drainage structures, detention and retention basins, storm sewers and other components of the Storm Water Control Facilities as shall be required to serve the portion of the Property owned by such Owner, governed by such Ancillary Association or owned by the Golf Course Owner (as the case may be). In the event that additional drainage structures, detention and retention basins, storm sewers and other components of the Storm Water Control Facilities shall become necessary in the future,

the owner of that portion of the Property causing such additional storm water control requirements shall be responsible for the construction thereof (at such owner's cost). Prior to any construction by an Owner, an Ancillary Association or the Golf Course Owner in regard to the Storm Water Control Facilities, the plans for such construction shall be submitted to the appropriate governmental authorities for review and approval by such authorities and, if the governing Architectural Committee so requests, to such Architectural Committee for its review and written approval, to insure that the Storm Water Control Facilities are developed in a consistent and cohesive manner. Each Owner, each Ancillary Association and the Golf Course Owner shall comply with all applicable laws and regulations with respect to its obligations under this Subsection (a).

(b) Following construction of the drainage structures, detention and retention basins, storm sewers and other components of the Storm Water Control Facilities pursuant to Subsection (a) of this Section 5, the Master Association shall maintain, repair, replace and otherwise care for such Storm Water Control Facilities (except any such Storm Water Control Facilities which are constructed on the Golf Course Land or which have been dedicated to and accepted for maintenance by public authorities). The Golf Course Owner shall, at its sole cost and expense, maintain, repair, replace and otherwise care for such Storm Water Control Facilities located on the Golf Course Land.

(c) In the event that any Owner, any Ancillary Association or the Golf Course Owner (1) fails to construct the portions of the Storm Water Control Facilities required to be constructed by it under this Section 5 or (2) fails to comply with any other requirements under this Section 5, the Master Association may proceed to remedy such failure (including the construction of the portions of the Storm Water Control Facilities required to be constructed by such Owner, such Ancillary Association or the Golf Course Owner). In any such case, the responsible Owner or the responsible Ancillary Association or the Golf Course Owner (as the case may be) shall reimburse the Master Association, promptly upon demand, for all reasonable costs incurred by the Master Association in connection with such remediation (including, without limitation, the cost of constructing any such portions of the Storm Water Control Facilities, together with any and all related interest charges, costs or expenses, including reasonable attorneys' fees and charges incurred by the Master Association in connection therewith). In the event that it shall be necessary for the Master Association to enter upon any portion of the Property to perform any remediation which the Master Association may undertake pursuant to this Subsection (c) (including, without limitation, the construction of any portion of the Storm Water Control Facilities), it is specifically acknowledged that the Master Association may exercise in connection therewith the easement granted to it under Article X, Section 4.

(d) Each Owner and all persons holding under or through such Owner, and their respective employees, agents, customers, licensees, family members, tenants and invitees shall have a perpetual non-exclusive irrevocable easement in common with all other Owners and all persons holding under or through such other Owners, and their respective employees, agents, customers, licensees, family members, tenants and invitees to use the Storm Water Control Facilities, as the same may exist from time to time, upon the Property.

Section 6. Utility Easements. There is hereby created a blanket easement upon, across, over and under the Common Areas of the Property (including any portions of the Property upon which any of the Arterial Streets and Collector Streets and related improvements are to be constructed), for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, without limitation, water, sewers, gas, telephones, electricity, television cable or communication lines and other systems as such utilities are installed in connection with the development of the Property. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any area within the Property (other than Common Areas or public rights-of-way), except as reasonably approved by the governing Architectural Committee and the Owner of the affected property. Lateral utility lines (i.e., lines connecting a main utility line to a Parcel, Lot or Ancillary Association Tract or to an improvement constructed or to be constructed thereon) shall be excluded from aforesaid approval requirement.

Section 7. Easement for Arterial Streets. Each of the Declarants (and their respective successors, including, without limitation, Winghaven Residential, McWing and their respective

successors) owning any portion of the Property upon which any of the Arterial Streets are to be constructed hereby grants to the Master Association and any utility companies serving the Property, an easement over such portions of the Property as may be required for the construction, installation, repair and maintenance of the Arterial Streets and all related improvements (including, without limitation, curbs, sidewalks, utility lines, lighting and landscaping). In addition, each of the Declarants (and their respective successors, including, without limitation, Winghaven Residential, McWing and their respective successors) owning any portion of the Property upon which any of the Arterial Streets are to be constructed hereby grants to Novus, McEagle, Winghaven Residential and McWing, an easement over such portions of the Property as may be required for the construction and installation of Winghaven Drive and/or any Arterial Streets and any related improvements which any such party may undertake pursuant to Article XVI, Section 1.

Section 8. Easements to Run with the Land. The easements provided under this Article III, under Article X, Section 4 and under Article XVI, Section 3 shall run with the land, shall be binding on all parties having or acquiring any right, title or interest in the portions of the Property affected thereby, and shall be binding upon any and all successors in interest to such parties.

ARTICLE IV

LAND USE CLASSIFICATIONS AND RESTRICTIONS

Section 1. Land Use Classifications. All Land Use Classifications shall conform to the Master Development Plan, as the Master Development Plan may be modified and amended in the manner permitted pursuant to the terms hereof. The current Land Use Classifications applicable to various portions of the Property shall not be changed except as specifically permitted by this Declaration. The current Land Use Classifications applicable to various portions of the Property are as follows:

- (a) R-1 PUD, as such classification is established by the Zoning Ordinances.
- (b) R-4 PUD, as such classification is established by the Zoning Ordinances.
- (c) C-2 Commercial, as such classification is established by the Zoning Ordinances.
- (d) HTCD PUD High Tech Corridor, as such classification is established by the Zoning Ordinances.

Section 2. Covenants Applicable to Lots, Ancillary Association Tracts, Parcels and Other Areas Within All Land Use Classifications. Except as otherwise expressly provided herein, the following Covenants and rights shall apply to all Parcels, Ancillary Association Tracts, Lots and other areas within the Property, and the Owners and Residents thereof, regardless of the Land Use Classification of such Property:

- (a) **Architectural Control.** Except as otherwise expressly provided in this Declaration, the prior approval of the governing Architectural Committee shall be required with respect to all work which is to be reviewed under the terms of governing Architectural Guidelines in connection with any Development Proposal regarding the Residential Areas or the Commercial Areas (as the case may be) and with respect to all subsequent additions to or changes or alterations in any building, fence, berm, exterior wall or other structure, and all changes in the grade, lighting or landscaping of any area within the Property. No changes or deviations in or from the plans and specifications, once approved by the governing Architectural Committee, shall be made without the prior written approval of the governing Architectural Committee. The procedures set forth in Article XI, Section 5 shall apply with regard to the governing Architectural Committee's review and approval relating to the aforesaid matters. Approval by the governing Architectural Committee of any request made hereunder shall not be a representation or warranty by such Architectural Committee that any plans or specifications relating to such request are adequate for any use, purpose or condition or that they comply with any applicable governmental laws, codes, rules, ordinances or regulations. Once construction of an improvement has been commenced on the Property, the Owner shall diligently pursue completion of such

improvement (and if the plans for such improvement required approval under this Declaration, such improvement shall be completed in accordance with the approved plans).

(b) Animals. Except as otherwise expressly permitted in this Declaration, including Subsection (y) of this Section, and permitted under applicable law, ordinances and regulations, no animals, birds, fowl or livestock shall be maintained on any Parcel, Lot or other area within the Property and then only if such animals are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept, at all times, on a leash, in a fenced yard, or in a yard surrounded by an activated and operating "invisible fence" electronic restraint system. It shall be the responsibility of each Owner to remove immediately any droppings from such Owner's pets on Common Areas or Public Realm Areas. The Commercial Architectural Committee shall have the authority to exempt from the foregoing restrictions, a pet shop, veterinarian office, animal hospital or laboratory in any area then having a C-2 PUD Commercial Land Use Classification or an HTCD PUD High Tech Corridor Land Use Classification.

(c) Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for residence, either temporary or permanent. Temporary buildings or structures may be used on any portion of the Property for construction, repair or sales purposes for a reasonable period of time and in compliance with the applicable Architectural Guidelines.

(d) Maintenance of Landscaping and Driveways. Unless otherwise provided in a Recorded instrument approved by the Board, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (1) such Owner's Parcel or Lot (including set back areas and Common Areas located thereon); (2) public right-of-way areas between sidewalks (or the Trail System) and the street curb on the front or side of such Owner's Parcel or Lot; and (3) public areas between a sidewalk and a Parcel or Lot boundary. In the event that the maintenance of any of the above areas is the responsibility of the Master Association, an Ancillary Association, a utility, or a governmental or similar authority, such area shall be excluded from the foregoing maintenance requirements. As used herein, maintenance shall include, without limitation, keeping the areas neatly trimmed, cultivated and free of trash, weeds and unsightly material. Each Owner shall be required to comply with landscaping Architectural Guidelines established by the governing Architectural Committee. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, private sidewalks (i.e., sidewalks other than those which are maintained by the City of O'Fallon) and parking areas, located on such Owner's Parcel or Lot, and readily visible and apparent from Public Realm Areas. All areas maintained by an Ancillary Association shall be improved and maintained in a manner which is consistent with this Declaration, the Rules, the Master Development Plan, the Architectural Guidelines and the Zoning Ordinances.

(e) Nuisances, Construction Activities. No rubbish or debris of any kind shall be placed or permitted to unreasonably accumulate upon or adjacent to any Parcel, Ancillary Association Tract, Lot or other area within the Property, and no odors or loud noises shall be permitted to unreasonably arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Parcel, Ancillary Association Tract, Lot or other area within the Property. The Board shall determine the existence of any nuisance in conformance with a reasonable application of applicable principles of law or equity. Normal construction activities and parking in connection with the building of improvements on the Property shall not be considered a nuisance or otherwise prohibited by this Declaration, but Parcels and Lots shall be kept in a reasonably neat and tidy condition during construction periods, and trash and debris shall not be permitted to unreasonably accumulate. If a building permit is required by the City of O'Fallon for the construction or installation of any improvements, such permit must be obtained from the City of O'Fallon prior to the commencement of construction of such improvements. All construction activity shall be contained on the Parcel or Lot for which the building permit has been issued unless specific authorization is obtained in writing from the governing Architectural Committee. Any Common Areas or any common areas created under any Tract Declaration, adjacent Parcels or Lots, or streets or roadways damaged during construction shall be promptly restored to their original condition. Care shall be taken during excavation and digging to assure that trees not

authorized for removal are not damaged, and no trees over eight inch caliper diameter one foot above grade shall be removed without prior written approval of the governing Architectural Committee. During construction, erosion shall be minimized through proper soil stabilization, water control and timely revegetation. Blowing dust from grading operations must be controlled by watering. Brush, surplus soil, fill and other excavated debris must be promptly removed from any building site. An Owner shall be responsible for and shall promptly perform all onsite and construction cleanup occasioned by its contractors or subcontractors. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers, however, heavy equipment operation is prohibited between the hours of 8:00 p.m. and 7:00 a.m.

(f) Repair of Buildings. Each building and structure shall at all times be kept in reasonably good condition and repair and adequately painted or otherwise finished. In the event that any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection (a) of this Section, such building or structure shall be repaired, rebuilt or demolished promptly.

(g) Antennas. Except to the extent that regulation thereof is prohibited by applicable law, ordinance or regulation, no antenna, satellite receiving station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any area within the Property (whether attached to a building or structure or otherwise), unless approved by the governing Architectural Committee. The governing Architectural Committee may permit one or more aerial satellite dishes, and/or other apparatus and equipment for an antenna or cable system for the benefit of all or portions of the Property, it being understood that Winghaven Residential may desire to install a satellite dish and cable system to serve the Residential Areas.

(h) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Parcel or Lot or other area within the Property, except in covered containers and in conformance with the ordinances of the City of O'Fallon. All rubbish, trash and garbage shall be removed from the Parcels, Ancillary Association Tracts and Lots and other areas within the Property and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on or in the Property (except as provided in Subsection (y) of this Section).

(i) Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be placed or maintained on the Property unless they are not visible from neighboring property.

(j) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained on or in the Property except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance, operation and/or construction (during the period of construction) of an approved building, appurtenant structures, or other improvements (including, without limitation, the Golf Course); (ii) that which Declarants or the Master Association may require for the operation and maintenance of the Property, and (iii) that used or displayed in connection with any business permitted under a Tract Declaration.

(k) Signs. No signs whatsoever (including, without limitation, commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on the Property except:

- (1) signs required by legal proceedings;
- (2) not more than two identification signs for individual detached Dwelling Units, each with a face area of seventy-two square inches or less and not more than one identification sign with a face area of seventy-two square inches or less for each attached Dwelling Unit; and
- (3) such other signs (including, without limitation, "for sale" and "for lease" signs, construction job identification signs, builder's signs, directional signs and subdivision, shopping center, apartment and business identification signs) which are in conformance with the ordinances of the City of O'Fallon and the applicable Architectural Guidelines, and which have been approved by the governing Architectural Committee as required hereunder.

(l) Rezoning, Variances and Use Permits. Subject to the provisions of Subsection (z) of this Section, no applications for rezoning of any Lot or Parcel, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the property has been approved by the governing Architectural Committee (based upon such Architectural Committee's evaluation of the degree to which such application is consistent with the standards of this Declaration, the Master Development Plan, the governing Architectural Guidelines and the Zoning Ordinances). This provision shall not apply or in any way limit a Declarant or, Winghaven Residential or McWing from conveying easements or from conveying or dedicating any property to the City or any other public entities. The procedures set forth in Article XI, Section 5 (including appeal rights) shall apply with regard to the governing Architectural Committee's review and approval relating to the aforesaid matters. Approval by the governing Architectural Committee of any request made hereunder shall not be a representation or warranty by such Architectural Committee that any plats, plans, specifications, covenants, conditions, restrictions or easements relating to such request are adequate for any use, purpose or condition or that they comply with any applicable governmental laws, codes, rules, ordinances or regulations.

(m) Perimeter Walls, Fences, Berms and Retaining Walls. Any perimeter walls, fencing and berms constructed on the Property shall be constructed in accordance with the Architectural Guidelines of the governing Architectural Committee. All fences and berms (specifically including any fencing or berms adjoining Golf Course Land, Common Areas or parks) shall be constructed and maintained in accordance with specifications established by the governing Architectural Committee for the purpose of preserving and protecting the views from adjoining properties. The Commercial Architectural Committee shall be the governing Architectural Committee with respect to perimeter walls, berms and fencing located or proposed to be located upon any Public Realm Areas. All fences and walls shall be constructed of wood, brick, masonry or of other materials approved by the governing Architectural Committee. In the Residential Areas, installation of chain link fences shall not be acceptable. In the Commercial Areas, installation of chain link fences shall not be acceptable unless polycoated and concealed by well maintained landscaping on both sides. Existing chain link fences installed on the Novus Campus or on any portions of the Office and Research Park at Winghaven of which Novus is an Owner on the date hereof shall not be required to comply with the foregoing requirements; provided, however, that by the date which is two years after the date of this Declaration, Novus shall remove all existing chain link fences located on any portions of the Office and Research Park at Winghaven of which Novus is an Owner if such existing chain link fences are not polycoated and concealed by well maintained landscaping on both sides. The height limit shall be six feet, as measured to the top of the fence or wall to the existing or approved finished grade. Retaining walls shall be placed upon embankments or filled areas of more than two feet.

(n) Utility Service. Except for utility lines located within currently existing utility easements on the Property, and except as may be required otherwise by applicable utility providers and to comply with the ordinances of the City of O'Fallon, no lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or on the Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, except for boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices. Notwithstanding the foregoing, and except as may be required otherwise by applicable utility providers, no above ground electrical apparatus shall be installed without the approval of the governing Architectural Committee and all lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on or under structures approved by the governing Architectural Committee. Temporary above ground power or telephone structures and water lines incident to construction activities, shall be permitted for a reasonable period of time and in compliance with the applicable Architectural Guidelines.

(o) Trucks, Trailers, Campers and Boats. No motor vehicle (classified by manufacturer rating as exceeding 3/4 ton), mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle may be parked or stored on any area in the Property so as to be visible from neighboring property; provided, however, that this provision shall not apply to (1) pick-up trucks of 3/4 ton capacity or less with camper shells

not exceeding seven feet in height measured from ground level and mini-motor homes not exceeding seven feet in height and 18 feet in length which are parked as provided in Subsection (q) of this Section and are used on a regular and recurring basis for basic transportation; (2) trucks, trailers and campers parked in a recreational vehicle storage area designated for such parking and not located on a Lot in the Residential Areas; provided, however, that all such parking areas have been approved by the governing Architectural Committee; or (3) parking of construction vehicles, storage of construction materials and installation of temporary construction shelters or facilities maintained during the period of, and used exclusively in connection with, the construction of any improvement approved by the governing Architectural Committee. Additionally, all such uses shall comply with the ordinances of the City of O'Fallon.

(p) **Motor Vehicles.** No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Parcel, Ancillary Association Tract, Lot, street, rights-of-way or other areas within the Property, and no inoperable vehicle may be stored or parked so as to be visible from neighboring property; provided, however, that this provision shall not apply to (1) emergency vehicle repairs; or (2) any automobile repair business which may be permitted in any portion of the Property then having a Land Use Classification of C-2 Commercial or HTCD PUD High Tech Corridor. Additionally, all issues related to motor vehicles shall comply with the ordinances of the City of O'Fallon.

(q) **Parking.** Vehicles of all Owners and Residents, and of their employees, tenants, guests and invitees, are to be kept in garages, carports and driveways (and any other parking areas which may be designated or approved by the governing Architectural Committee); provided, however, that this Subsection shall not be construed to permit the parking or storage in such areas of any vehicle whose parking or storage in or on the Property is otherwise prohibited herein. The Rules may permit temporary parking on streets or other areas of the Property for public or private social events or other permitted activities.

(r) **Roof Mounted Equipment and Pool Equipment.** No solar panel, air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a Dwelling Unit without the prior written consent of the governing Architectural Committee. Any solar panel approved by the governing Architectural Committee for placement on a roof must be flush mounted. Pool equipment (including tanks, filtering and other equipment) must be housed or screened from view.

(s) **Storage in Parking Areas.** No exterior parking area (including residential driveways) shall be used to store junk or other unsightly material.

(t) **Right of Entry.** Following receipt of a complaint (or direct observation by any member of the governing Architectural Committee, any member of the Board or any authorized representative of either of them) indicating a possible violation of the terms of this Declaration or the Architectural Guidelines by the Owner or other occupant of a Parcel, Ancillary Association Tract or Lot, any member of the governing Architectural Committee, any member of the Board or any authorized representative of either of them, shall have the right (during reasonable hours and after having given reasonable notice to the Owner or other occupant of such Parcel, Ancillary Association Tract or Lot of the existence and substance of such complaint) to enter upon and inspect such Parcel, Ancillary Association Tract or Lot, and the improvements constructed or being constructed thereon (except for the interior portions of any completed and occupied Dwelling Unit) to determine compliance with this Declaration, the Architectural Guidelines, or any approval stipulations issued by the governing Architectural Committee or to perform repairs and maintenance as provided in Article X, Section 3, and such persons shall not be deemed guilty of trespass by reason of such entry. In addition, the Master Association shall have an easement and right of entry upon any Parcel, Ancillary Association Tract, Lot or other area of the Property at any time or times, without notice in order to perform emergency repairs. Failure to respond to Architectural Committee demands to comply may be deemed an emergency.

(u) **Declarants' Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarants, Winhaven Residential, McWing or other developers or their respective duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within the Property if those structures, improvements or signs have been approved by the governing Architectural Committee.

(v) **Model Homes.** The provisions of this Declaration which prohibit non-residential use of Parcels and Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes and sales offices and parking areas incidental thereto by persons engaged in the construction or marketing of Dwelling Units, provided that the location and the opening and closing hours of such model homes are approved by the Residential Architectural Committee, and provided that the construction, operation and maintenance of such model homes otherwise comply with all of the provisions of this Declaration and with the ordinances of the City of O'Fallon. Any homes constructed as model homes shall cease to be used as model homes at any time that the Owner thereof is not actively engaged in the construction and sale of Dwelling Units within the Property and no home shall be used as a model home for the sale of homes not located within the Property.

(w) **Leases.** Any agreement for the lease of all or any portion of a Parcel or Lot shall be in writing and shall be expressly subject to this Declaration, the Rules, the Architectural Guidelines, the Articles and the Bylaws. Any violation of such documents shall be a default under any lease. An Owner of any portion of the Property then having a Land Use Classification of C-2 Commercial or HTCD PUD High Tech Corridor shall notify the Master Association regarding the existence of all leases within such Land Use Classifications. An Owner shall remain liable for compliance with this Declaration, the Rules, the Architectural Guidelines, the Articles and the Bylaws, and shall be responsible for any violations thereof by such Owner's tenant or its employees, family, guests and invitees. All notices required or permitted hereunder to be given by the Master Association, the Board, an Architectural Committee or Novus shall be given only to the Owner.

(x) **Hazardous Materials.** No Owner, Resident or tenant of any portion of the Property shall be permitted to use, store or retain any Hazardous Materials thereon unless such use, storage or retention (1) is in connection with the ordinary course of its business, (2) is in compliance with any and all applicable Environmental Laws, (3) is in compliance with the other conditions and restrictions contained in this Declaration, and (4) does not, in the judgment of the Board, create a hazardous condition. In addition, no Owner, Resident or tenant shall discharge or dispose of any Hazardous Materials on any portion of the Property or any adjoining property. Any Owner, Resident or tenant violating this Subsection shall indemnify and hold harmless the Master Association and the Board from and against any and all liability, loss, damage, cost or expense which the Master Association or the Board may suffer or pay as a result of or in connection with such violation.

(y) **Novus Operations.** Notwithstanding any other provisions to the contrary contained in any Subsection of this Section or in this Declaration, Novus and any successor or assign so designated in writing by Novus shall be permitted to continue to operate the following facilities on the Novus Campus and any portions of the Office and Research Park at Winghaven owned by Novus on the date hereof: (1) the operation and expansion of Novus International Research Facility and Farm, which raises poultry for nutritional testing and other health related issues, including the continued operation of incinerators used to incinerate biological and other waste, (2) the existing dairy facilities (formerly operated by Monsanto Company) for poultry and other animal research, and (3) research scale feed mill(s) and waste lagoons. The foregoing permission is, however, conditioned upon uses being in compliance with the uses permitted under the HTCD PUD High Tech Corridor Land Use Classification, including any uses permitted pursuant to a conditional use permit or variances granted by the City of O'Fallon, and any other governmental requirements applicable to the use and operation of such facilities. All Declarants hereby covenant and agree, and each Owner, by acceptance of a deed to any portion of the Property (whether or not it shall be so expressed in such deed), and each Ancillary Association created by a Tract Declaration (whether or not it shall be so expressed in such Tract Declaration) are deemed to covenant and agree that they will not challenge or contest any such conditional use permit or variances granted by the City of O'Fallon in regard to activities or facilities of the types described above.

(z) **Novus Consent Rights with Respect to WR Land and Golf Course Land.** With respect to the WR Land and the Golf Course Land, any change, modification or amendment (regardless of whether such change, modification or amendment is deemed material) to the Master Development Plan within the Buffer Zone shall require the prior written consent of Novus, which consent may be withheld in the sole and absolute discretion of Novus. Such consent rights by

Novus with respect to any change, modification or amendment to the Master Development Plan within the Buffer Zone shall be in lieu of any consent by the Board, the governing Architectural Committee, or any consent otherwise required under this Declaration. Subject to the foregoing and with respect to the WR Land and the Golf Course Land only, the Master Development Plan may be amended or modified without the consent of Novus, the Board or the governing Architectural Committee, provided that such amendments or modifications (1) concern portions of the WR Land and the Golf Course Land which are located outside of the Buffer Zone, (2) do not alter materially the development proposed by the Master Development Plan, and (3) do not increase density on the WR Land. Any improvements of more than 4,000 square feet (excluding Single-Family attached or detached residential houses) located on the WR Land or the Golf Course Land and within a Land Use Classification of R-1 PUD or R-4 PUD shall require the prior written consent of Novus with respect to exterior architectural style (including exterior building elevations, exterior building materials and exterior building color schemes), intended to be harmonious throughout Winghaven. Novus' response with respect to the foregoing shall be given within ten business days after Novus' receipt of all items required to be submitted for its review hereunder, and such consent shall not be unreasonably withheld. Such consent rights by Novus with respect to such improvements of more than 4,000 square feet shall be in addition to the review and approval rights granted to the Residential Architectural Committee under this Declaration.

(aa) **Board's Right to Cure.** In the event that an Owner fails to comply with any provision under this Section 2, the Board may give notice to the offending Owner, and may then proceed to remedy such violation and charge the Owner therefor as permitted in Article X, Section 3.

Section 3. Covenants Applicable to Lots Within an R-1 PUD Land Use Classification. The following Covenants shall apply only to Lots and the Owners and Residents thereof lying within a Land Use Classification of R-1 PUD:

(a) **General.** Such Lots shall be used only for the construction and occupancy of Single Family detached or attached Dwelling Units and typical residential activities incidental thereto, such as the construction and use of private swimming pools, together with common recreational facilities or other common areas or amenities, if any. All such Lots shall be used, improved and devoted exclusively to residential uses and no occupation, business, profession, trade or other non-residential use shall be conducted thereon, except that an Owner or Resident may conduct business activities on such a Lot so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (2) the business activity does not generate a high volume of traffic to and from the Dwelling Unit and does not require substantial street or on-site parking; (3) the business activity conforms to all applicable zoning requirements; (4) the business activity does not involve door-to-door solicitation of other Owners and Residents; and (5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents and Owners, as may be determined in the sole discretion of the Board. The terms "occupation", "business", "profession" and "trade", as used in this Subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (A) such activity is engaged in full-time or part-time, (B) such activity is intended to or does generate a profit, or (C) a license is required therefor. Notwithstanding the foregoing, the leasing of a Dwelling Unit shall not be considered a trade or business as defined herein. This restriction shall not apply to any activity conducted by Declarants or other developers with respect to their development and sale of property within the Property.

(b) **Tenants.** An entire Lot and Dwelling Unit located thereon may be let to a Single Family tenant from time to time by the Owner, subject to the provisions of this Declaration, the Rules, the Residential Architectural Guidelines, the Articles, the Bylaws and any applicable Tract Declaration.

(a) Golf Course Land Use Restrictions. The Golf Course Land, the Golf Course, the Club House Site and associated recreational and maintenance facilities shall not be Common Areas but shall be privately owned, maintained and operated. The Golf Course Land shall be used, operated and maintained solely and exclusively and in perpetuity as a Golf Course and for no other purpose and all other uses of the Golf Course Land are expressly prohibited by this Declaration. Upon completion of the initial construction of the Golf Course and the Club House Facilities, the Golf Course Owner shall regularly maintain and continuously operate the Golf Course and Club House Facilities on the Golf Course Land as a first class golf facility (consistent with the operation of other first class golf facilities in areas with similar climatic conditions). No Membership rights (including, without limitation, the right to elect the members of either Architectural Committee), responsibilities or Assessments shall be attributed to or charged to the Golf Course Land, except as expressly provided in this Declaration.

(b) Construction of Golf Course. McWing, for itself and its successors and assigns, hereby covenants and agrees to construct and open for business to the public a golf course on the Golf Course Land in accordance with the provisions of that certain Purchase and Sale Agreement dated December 5, 1997, among Novus, Winghaven Residential and McWing (the "PSA"), which provisions are incorporated herein by reference and shall run with the Golf Course Land and be binding on the successors and assigns of McWing. Enforcement of the foregoing covenants under this Declaration shall rest solely in Novus and not in any other party whatsoever, including any so-called third party beneficiary and shall be in accordance with the provisions of the PSA and not this Declaration. Construction of the Golf Course shall be at McWing's sole cost and expense and shall include construction of the Club House Facilities. During construction of the Golf Course and the Club House, the Golf Course Land shall be kept in a reasonably neat and tidy condition, trash and debris shall not be permitted to unreasonably accumulate, and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be reasonably approved by the Commercial Architectural Committee. The owner of the Golf Course Land shall be responsible for and shall promptly perform all onsite and construction cleanup occasioned by contractors and subcontractors. In addition, any construction equipment and building materials stored or kept on the Golf Course Land during construction may be kept only in areas reasonably approved by the Commercial Architectural Committee, which may also require screening of the storage areas to a reasonable degree.

(c) Rights of Access and Parking. The Golf Course, Golf Course Users and Club House Users (regardless of whether they are Owners), employees, agents, contractors, designers, guests and invitees shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Property as are reasonably necessary to travel to and from any entrance within the Property to and from the Golf Course Land.

(d) Golf Course Activities and Operation. Each Owner and each Ancillary Association understands and agrees that his or its Parcel, Ancillary Association Tract or Lot may be adjacent to or near the Golf Course and related facilities and that Golf Course-related activities, including, without limitation, regular course play and tournaments, may be held within the Golf Course Land. Each Owner acknowledges that the operation and maintenance of the Golf Course within, near or adjacent to the Property may require (1) the spreading or spraying of effluent on the Golf Course and the Golf Course Land for fertilizing and watering purposes and other common and usual activities associated with the maintenance and operation of golf courses and related facilities, and (2) that maintenance personnel and other workers required to operate and maintain the Golf Course may commence work relating to the operation and maintenance of the Golf Course as early as 5:30 a.m. on a daily basis. In connection therewith, each Owner and Resident agrees that Declarants, Winghaven Residential, McWing, the Master Association, any Ancillary Association and the Golf Course Owner, and the employees, agents and contractors of Declarants, Winghaven Residential, McWing, the Master Association, any Ancillary Association and the Golf Course Owner, shall not be responsible or accountable for, and shall be held harmless from, any claims, causes of action, loss or liability arising in connection with or associated with (A) any noise or inconvenience normally associated with customary operation and maintenance activities, and/or (B) the usual activities associated with the game of golf.

(e) Golf Course Users and Golf Course Owner's Rights and Easements

Declarants, for each Parcel, Ancillary Association Tract and Lot, hereby covenant and agree and each Owner by acceptance of the deed therefor (whether or not it shall be so expressed in such deed) and each Ancillary Association created by a Tract Declaration (whether or not it shall be so expressed in such Tract Declaration) hereby grant, and shall be deemed to have granted, to each Golf Course User, the right and easement to go upon any portion of the Property bordering the Golf Course Land (except for security restricted areas in the Novus Campus, as designated by Novus in its sole and absolute discretion) for the purposes of retrieving golf balls and for the flight and/or path of golf balls on, through, across or into such portions of the Property and to the creation of noise incident to and/or associated with the playing of golf and the maintenance of the Golf Course and/or the Golf Course Land in such manner as from time to time may be determined by the Golf Course Owner, provided, however, that in no event shall Golf Course Users have any right or easement to play from any Lot located in the Residential Areas or to enter any such Lot for any purpose other than to retrieve golf balls.

(f) Parcels, Ancillary Association Tracts and Lots that Border Golf Course Land

No Owner, Resident or Ancillary Association shall install or erect on any Parcel, Ancillary Association Tract or Lot which borders the Golf Course Land or has a boundary common with the Golf Course Land, any fence, berm or wall between such Parcel, Ancillary Association Tract or Lot and the Golf Course Land. Notwithstanding the foregoing, however, all Parcels, Ancillary Association Tracts and Lots that border the Golf Course Land or have a boundary common with the Golf Course Land shall allow the owner of the Golf Course Land to have erected from time to time, and dismantled and removed, from time to time, at the sole cost and expense of the owner of the Golf Course Land, at such common border or boundary, for and during golf tournaments, a fence not less than forty-two (42) inches in height. The design and construction of such fence shall meet the standards required by the Professional Golf Master Association or other organizations sponsoring national golf competitions and shall comply with the ordinances of the City of O'Fallon. Promptly after the conclusion of any such golf tournament, the owner of the Golf Course Land shall remove such fence and repair any damage caused by the erection of such fence.

(g) Club House Facilities and Club House Site Design Approval by Novus

Notwithstanding any provision to the contrary contained in this Declaration, prior to commencing any construction of the Club House Facilities, the Golf Course Owner shall obtain the prior written consent of Novus with respect to the exterior architectural style and the exterior appearance of the Club House Facilities (including (1) exterior building elevations, exterior building materials and exterior building color schemes, and (2) the appearance and placement of outdoor non-building facilities on the Golf Course Site, including tennis courts, swimming pools and parking areas), which consent shall not be unreasonably withheld or delayed. Furthermore, after completion of construction of the Club House Facilities and prior to commencing any alterations and/or additions to the Club House Facilities or the Club House Site, the Golf Course Owner shall obtain the prior written consent of Novus with respect to the exterior architectural style and exterior appearance of such alterations and/or additions (including (i) exterior building elevations, exterior building materials and exterior building color schemes, and (ii) the appearance and placement of outdoor non-building facilities on the Golf Course Site, including tennis courts, swimming pools and parking areas), which consent shall not be unreasonably withheld or delayed. Novus's consent to any of the foregoing matters shall not be a representation or warranty of Novus that any plans or specifications reviewed by Novus in connection therewith are adequate for any use, purpose or condition or that they comply with any applicable governmental laws, codes, rules, ordinances or regulations. The right of Novus to consent to any of the foregoing matters shall be in lieu of any other consent or approval otherwise required under this Declaration, including that of the Commercial Architectural Committee or the Board with respect to the Club House Facilities and the Club House Site.

(h) Name of Golf Course

The name of the Golf Course shall be "Winghaven Golf Club". Such name shall run with the Golf Course Land for all purposes and shall not be changed under any circumstances without the prior written consent of Novus, which consent may be withheld in the sole and absolute discretion of Novus.

Section 5 Special Events No Owner, Ancillary Association, Resident or other party subject to this Declaration shall conduct any meeting, presentation, contest or other event which

is anticipated to cause the number of persons entering the Property in any single day to exceed the normal number by 350 or more, without in each case advising the Master Association in writing of such event at least 30 days prior thereto, and obtaining the written consent of the Master Association to such event. The consent of the Master Association may be conditioned upon such reasonable requirements as the Master Association may deem prudent, including, without limitation, the making of appropriate arrangements by the requesting party (at its expense) for additional security, parking attendants, temporary signage, litter removal and/or crowd control. The Master Association shall not deny such a request unless (a) another event is scheduled on the same date, and in the judgment of the Board both events cannot be accommodated simultaneously, or (b) the requesting party refuses to make such appropriate arrangements for such event as may be reasonably requested by the Board or refuses to bear the cost of such arrangements.

ARTICLE V

ORGANIZATION OF MASTER ASSOCIATION

Section 1. Formation of Master Association. The Master Association shall be a non-profit Missouri corporation and shall be organized immediately upon the execution of this Declaration. Upon incorporation, the Master Association shall be charged with the duties and invested with the powers described by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors and Officers. The affairs of the Master Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. Pursuant to the Articles, the Board shall consist of four directors, two elected by the Novus Class Member (such directors being referred to as the "Novus Directors"), one elected by the Commercial Class Member(s), and one elected by the Residential Class Member(s). In the event of a vacancy in any of the four directorships, a successor director shall be elected by the Membership Class which originally elected the director who has vacated his or her position. The Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Master Association. The Board shall determine the compensation, if any, to be paid to such manager and any employees of the Master Association. The Board's responsibilities shall include, without limitation, the following:

- (a) administration, including administrative support as required for each Architectural Committee;
- (b) preparing and administering an operational budget;
- (c) establishing and administering an adequate reserve fund;
- (d) scheduling and conducting the annual meeting and other meetings of the Members;
- (e) establishing, collecting and enforcing the Assessments;
- (f) accounting functions and maintaining records;
- (g) promulgation and enforcement of the Rules (but not the Architectural Guidelines);
- (h) maintenance responsibilities as described in Article X;
- (i) determining whether to assume administrative or maintenance responsibility for areas on or near the Property in accordance with this Declaration;
- (j) constructing and installing such Common Areas Improvements as may be required or contemplated under Article XVI, Section 3; and

(k) all the other duties imposed upon the Board pursuant to this Declaration, the Articles, the Bylaws and the Rules.

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The Board shall not be responsible for those duties and areas of operation specifically designated under this Declaration, the Articles, the Bylaws or the Rules as the responsibility of the Residential Architectural Committee or the Commercial Architectural Committee. The Board shall act by majority vote of the directors with each director having one vote; provided, however, that with respect to any vote permitted under or pertaining to the matters discussed in Article VII (excepting Section 2 and Section 4 thereof), Article VIII, Article IX (excepting Section 2 thereof) and/or Article X, the Novus Directors shall be deemed, collectively, to have three votes. Each director shall serve a term of one year or until his or her successor is elected, whichever is longer.

Section 3. Master Association Rules and Architectural Guidelines. By a majority vote of the Board, the Master Association may from time to time, subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as "Winghaven Master Association Rules". The Rules may restrict and govern the use of the Common Areas by all Owners and Residents, or by any employee, invitee, licensee or tenant of such Owner or Resident (collectively referred to, for purposes of this Section 3, as "Owners and Residents"); provided, however, that the Rules shall not discriminate among Owners or Residents, shall in all events apply to all Owners and Residents, shall be uniformly enforced and shall not be inconsistent with this Declaration, the Articles or the Bylaws. In addition, from time to time, subject to the provisions of this Declaration, the Residential Architectural Committee with respect to the restriction and use of all of the Residential Areas and the Commercial Architectural Committee with respect to the restriction and use of all of the Commercial Areas, shall have the right to amend and modify its respective Architectural Guidelines; provided, however, that such action shall be fair and reasonable, shall be consistent with the provisions of this Declaration, the Articles and the Bylaws, and shall not impose any new requirements, restrictions or limitations with respect to any Development Proposal or other submission previously made to such Architectural Committee. The authority granted herein to the Architectural Committees to amend and administer the Architectural Guidelines and the enforcement powers granted for the Architectural Committees, are given for the purpose of insuring that the Property is developed and used according to the general descriptions and intent as evidenced by this Declaration, the Master Development Plan, the applicable Architectural Guidelines and the Zoning Ordinances. The Residential Architectural Committee and the Commercial Architectural Committee are specifically responsible for the administration and enforcement of the provisions of Article IV of this Declaration, the administration and enforcement of the Architectural Guidelines established for each Architectural Committee hereunder, and all other duties and obligations designated to each Architectural Committee by this Declaration, the Articles, the Bylaws and the Rules. Administrative support as required by each Architectural Committee shall be provided by the Board. Upon adoption, the Rules and the Architectural Guidelines shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any inconsistency between the Rules adopted by the Board and the Architectural Guidelines, the Architectural Guidelines shall control. Copies of the Rules and all Architectural Guidelines as adopted or amended shall be available for inspection at the office of the Master Association during reasonable business hours.

Section 4. Personal Liability. No Board member, committee member (including, without limitation, those of each Architectural Committee), officer or employee of the Master Association shall be personally liable to any Member, Owner or Resident or to any other person or entity, including the Master Association or an Ancillary Association, for damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence; provided, however, that the limitations set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct. The Master Association shall indemnify the Board members and officers, and the Architectural Committee members, when exercising the powers and duties granted or authorized under this Declaration, to the fullest extent permitted by law.

Section 5. Ancillary Associations. The articles of incorporation, bylaws and other governing documents for each Ancillary Association (including any Tract Declaration) must

specify that such Ancillary Association and the rights of its members are subject to the provisions of this Declaration, the Articles, the Bylaws, the Rules and the Architectural Guidelines.

ARTICLE VI

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MEMBERSHIPS AND VOTING

Section 1. Members of the Master Association Voting within Membership Classes.
The Members of the Master Association shall be the Residential Class Member(s), the Commercial Class Member(s) and the Novus Class Member.

(a) During the time period through and including the date upon which both of the Master Residential Tract Declarations shall have been recorded, the sole Residential Class Member shall be Winghaven Residential. On the day after the date upon which both of the Master Residential Tract Declarations shall have been Recorded, and at all times thereafter, the Residential Class Members shall be the boards of directors of each of the Master Residential Associations. The board of directors of the Master Residential Association under the Single Family Master Residential Tract Declaration shall have four votes in the aggregate within the Residential Class Membership, and the board of directors of the Master Residential Association under the Apartment Master Residential Tract Declaration shall have two votes in the aggregate within the Residential Class Membership.

(b) During the time period through and including the Commercial Property Development Threshold Date, the sole Commercial Class Member shall be McEagle. During the time period following the Commercial Property Development Threshold Date, the Commercial Class Members shall be determined as follows:

(1) Each Owner of any Parcel within the Commercial Areas shall be a Commercial Class Member (but on the date following the Recordation of a Tract Declaration applicable to such Parcel or any portion thereof and creating an Ancillary Association, the Commercial Class Membership of the Owner thereof shall expire and be deemed null and void with respect to the area subject to such Tract Declaration). With regard to any vote within the Commercial Class Membership, each Owner which is a Commercial Class Member shall be entitled to that number of votes which equals the number of percentage points (calculated to two decimal places) in the Relative Area Percentage relating to such Owner's Parcel. For example, if the Relative Area Percentage of a given Parcel is 2.44%, the Owner of such Parcel would have 2.44 votes within the Commercial Class Membership.

(2) Each Ancillary Association created by a Recorded Tract Declaration for any Ancillary Association Tract within the Commercial Areas shall be a Commercial Class Member, effective on the later to occur of (i) the Commercial Property Development Threshold Date, or (ii) the day after the date of Recording of such Tract Declaration. With regard to any vote within the Commercial Class Membership, each Ancillary Association which is a Commercial Class Member shall be entitled to that number of votes which equals the number of percentage points (calculated to two decimal places) in the Relative Area Percentage relating to the relevant Ancillary Association Tract.

(c) Within the Residential Class Membership and the Commercial Class Membership, the members of the respective Membership Classes (as from time to time constituted) may adopt such rules and procedures as they may deem necessary or appropriate in regard to the timing, initiation and conduct of additional meetings of the members of such Membership Classes, so long as the same do not violate the terms and conditions of this Declaration.

Section 2. Tenants. Tenants in Residential Areas or in Commercial Areas shall not be Members.

Section 3. Voting Rights of Membership Classes. With respect to any votes within the Master Association, votes shall be cast only by the three aforesaid Membership Classes, and each Membership Class shall have the following voting rights:

(a) **Residential Class Membership.** The Residential Class Membership shall be entitled in the aggregate to one vote in the Master Association; said vote shall be cast in accordance with the majority of the votes cast by the constituent Members of the Residential Membership Class with respect to such matter (such Members and their respective votes shall be determined as provided in Section 1 of this Article).

(b) **Commercial Class Membership.** The Commercial Class Membership shall be entitled in the aggregate to one vote in the Master Association; said vote shall be cast in accordance with the majority of the votes cast by the constituent Members of the Commercial Membership Class with respect to such matter (such Members and their respective votes shall be determined as provided in Section 1 of this Article).

(c) **Novus Class Membership.** Novus, as the sole Member of the Novus Class Membership, shall be entitled to two votes in the Master Association; provided, however, that in regard to any votes permitted or required of the Members pursuant to Article VII of this Declaration (excepting votes under Section 2 and Section 4 thereof), Novus shall have three votes.

Section 4. Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote provided for each Membership Class (i.e., the one vote to which the Residential Class Membership is entitled, the one vote to which the Commercial Class Membership is entitled or the two or three votes to which the Novus Class Membership is entitled, as the case may be), must be cast as a unit; fractional votes shall not be allowed. In the event that a Membership in a Membership Class is owned by more than one person or entity who are unable to agree among themselves as to how their vote or votes shall be cast within such Membership, they shall lose their right to vote on the matter in question. If any Member in a Membership Class casts a vote representing a certain Membership, it will thereafter be conclusively presumed that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made to the Board, in writing, at or prior to the time the vote is cast. In the event that more than one vote is cast for a particular Membership in a Membership Class, all such votes shall be deemed void.

Section 5. Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles, the Bylaws, the Rules and the Architectural Guidelines, as the same may be amended from time to time.

Section 6. Transfer of Membership. The rights and obligations of the owner of a Membership in the Master Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except (a) with respect to a Residential Membership, as described in Article VI, Section 1, Subsection (a), (b) with respect to a Commercial Membership, as described in Article VI, Section 1, Subsection (b)(1), or (c) with respect to a Novus Membership upon transfer of ownership to a Novus successor (by Novus or a successor Owner) of any portion of The Office and Research Park at Winghaven or the Novus Campus, provided that concurrently with such transfer of ownership Novus (or successor Owner) shall have assigned its rights as the Novus Class Member pursuant to a Recorded assignment executed by Novus or such successor Owner, as the case may be, subject, however, to the provisions of Article XVII, Section 1. A transfer of ownership of a Parcel may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as is permitted by Missouri law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Parcel within the Commercial Area shall automatically transfer the Commercial Membership(s) appurtenant to such Parcel to the new Owner of such Parcel. Upon the transfer of ownership of any Parcel (excluding the initial sale by a Declarant) the Board, in its discretion, may assess a reasonable transfer fee to cover administrative costs associated with said transfer of ownership.

ASSESSMENTS AND CREATION OF LIEN**Section 1. Creation of Lien and Personal Obligation for Assessments and Maintenance Charges**

(a) **Covenant to Pay.** Declarants, for each Parcel, Ancillary Association Tract and Lot now or hereafter existing within the Property, hereby covenant and agree, and each Owner by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), each Ancillary Association created by a Tract Declaration (whether or not it shall be so expressed in such Tract Declaration), and Novus, McEagle, Winghaven Residential and the Golf Course Owner (with respect to Capital Assessments) are deemed to covenant and agree to pay to the Master Association the following, as applicable: (1) Capital Assessments, (2) Annual Assessments, (3) Special Assessments, (4) Maintenance Charges, and (5) Special Use Fees incurred by an Ancillary Association or by an Owner or any Resident occupying such Owner's Lot or Parcel or any portion thereof. Any Capital Assessments, Annual Assessments, Special Assessments, Maintenance Charges, Special Use Fees and other fees, fines and charges (collectively, the "Assessments") which are the obligation of Novus, McEagle, Winghaven Residential and the Golf Course Owner (with respect to Capital Assessments) or of an Owner or Ancillary Association hereunder, as the case may be, which remain unpaid after the date due, together with interest, costs, collection agency fees, and reasonable attorneys' fees and charges incurred by the Master Association in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing servitude and lien ("Assessment Lien") upon the Parcel or the Lot within an Ancillary Association Tract to which such delinquency relates and against the Parcel or Lot of any Owner liable for a Special Use Fee or other charge, and, in addition, shall be the personal obligation of Novus, McEagle, Winghaven Residential and the Golf Course Owner (with respect to Capital Assessments) or of the Owner of such Parcel or such Lot at the time when such payment becomes due and payable, as the case may be. The Capital Assessments shall be allocated in the manner provided under Section 2 of this Article, and the Annual Assessments and Special Assessments against each Parcel or Ancillary Association Tract shall be allocated in the manner provided under Section 5 of this Article; all such Capital Assessments, Annual Assessments and Special Assessments shall be paid to the Master Association.

(b) **Nature of Obligation.** The personal obligation for delinquent Assessments and other charges shall not pass to the successors in title of an Owner unless expressly assumed by such successors; provided, however, that the Parcel or the Lot within an Ancillary Association Tract (including Ancillary Association Tracts subject to Master Residential Tract Declarations) shall remain subject to the lien of the delinquent Assessment, except as provided in Article VIII, Section 3. Maintenance Charges may be assessed against any portion of the Property initially covered by or annexed under this Declaration. No Owner (including Novus, McEagle, Winghaven Residential or the Golf Course Owner) or Ancillary Association may waive or otherwise exempt himself or itself, as the case may be, from liability for the Assessments provided for herein. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner (including Novus, McEagle, Winghaven Residential and the Golf Course Owner) and Ancillary Association. No diminution, abatement or set-off shall be allowed by reason of any action or failure to act of the Board or Master Association.

(c) **Allocation by Ancillary Associations.** In the case of any Assessment which is payable by an Ancillary Association (including a Master Residential Association), the applicable Tract Declaration may provide for the allocation of such Assessment among the Owners of the Lots contained within the applicable Ancillary Association Tract. Notwithstanding the allocation of such Assessment among such Owners, it shall be the obligation of the applicable Ancillary Association (including a Master Residential Association) to collect such Assessment from its members and to pay such amount to the Master Association as and when due. Furthermore, in the case of an Assessment which is payable by a Master Residential Association, the applicable Master Residential Tract Declaration may provide for the allocation of such Assessment among Ancillary Associations created pursuant to Tract Declarations relating to discrete portions of the Residential Areas. Notwithstanding, the allocation of such Assessment among such Ancillary Associations, it shall be the obligation of the applicable Master Residential Association to collect

such Assessment from its members and to pay such amount to the Master Association as and when due. If such failure by an Ancillary Association (including a Master Residential Association) to pay an Assessment in full is due to the default of the Owners of any Lots contained within the applicable Ancillary Association Tract in paying their allocable share of such Assessment to the Ancillary Association, such Ancillary Association shall promptly advise the Master Association of the Owner(s) and Lot(s) in default and of the amount owed by each such Owner, and the Master Association shall have the right to impose an Assessment Lien upon each such Lot for the delinquent amount owed by the Owner thereof. For example, if an Ancillary Association's allocable share of an Annual Assessment is \$1,000.00, but such Ancillary Association pays only \$900.00 thereof owing to the failure of the Owner of a Lot within the Ancillary Association Tract to pay the \$100.00 obligation allocated to such Owner by such Ancillary Association in connection with such Annual Assessment, the Ancillary Association shall advise the Master Association of the default of such Owner and of the Lot in question, and the Master Association may thereafter file an Assessment Lien against such Lot.

Section 2. Capital Assessments. In order to fund the initial construction and installation of the Common Areas Improvements, the Board may assess to McEagle, Novus, Winghaven Residential and the Golf Course Owner during each of the five calendar years from 1998 through 2002 (inclusive), and McEagle, Novus, Winghaven Residential and the Golf Course Owner shall pay in full (as and when due), an amount determined by the Board (the "Capital Assessments"); provided, however, that such Capital Assessments for any calendar year shall not exceed the amount set forth in Exhibit H to this Declaration as the "Capital Assessments Annual Cap Amount" applicable to such calendar year and shall be allocated among McEagle, Novus, Winghaven Residential and the Golf Course Owner in their respective Commercial Areas Relative Area Percentages and Residential Areas Relative Area Percentages provided in Exhibit H. The total Capital Assessments shall not exceed the amount set forth in Exhibit H as the "Capital Assessments Aggregate Cap Amount", and the Capital Assessments Annual Cap Amounts and the Capital Assessments Aggregate Cap Amount may be increased only by the unanimous vote of all directors on the Board. Notwithstanding the foregoing, the "Residential Areas Target Amounts" and the "Commercial Areas Target Amounts" provided in Exhibit H are estimates only of the costs related to the initial construction and installation of each itemized Common Areas Improvements set forth in Exhibit H, and, provided that the Capital Assessments for any calendar year do not exceed the Annual Cap Amount applicable to such calendar year, the Board may reasonably revise such Target Amounts to more accurately reflect the costs related to the initial construction and installation of each such itemized Common Areas Improvements at the time of such construction or installation. In the event that Novus and/or McEagle annex any of the Annexable Property pursuant to Article XIV during the calendar years from 1998 through 2002, Exhibit H to this Declaration shall be amended to reallocate the Commercial Areas Relative Area Percentages and the Residential Areas Relative Area Percentages among Novus, McEagle, Winghaven Residential, the Golf Course Owner and the Owner(s) of the Annexable Property.

Section 3. Annual Assessments. In order to further provide for the uses and purposes specified in Article IX hereof, including the establishment of replacement, repair and maintenance reserves, in each calendar year, commencing with the first Assessment Period, the Master Association shall prepare and adopt a budget and shall assess against each Parcel, the Ancillary Association Tract subject to the Single Family Master Residential Tract Declaration, the Ancillary Association Tract subject to the Apartment Master Residential Tract Declaration, and the Ancillary Association Tracts located in Commercial Areas, as the case may be, an Annual Assessment. Subject to the provisions of Section 5 of this Article, the amount of the Annual Assessment shall be in the sole discretion of the Board but shall be determined with the objective of fulfilling the Master Association's obligations under this Declaration and providing for the uses and purposes specified in Article IX. Such Annual Assessments shall be allocated among the respective Parcels, the Ancillary Association Tract subject to the Single Family Master Residential Tract Declaration, the Ancillary Association Tract subject to the Apartment Master Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas, as the case may be, in the manner provided under Section 5 of this Article. The total Annual Assessments for calendar years 1998 through and including 2002 shall not exceed the "Annual Assessment Cap Amount" provided in Exhibit H; provided, however, that the Annual Assessment Cap Amount shall not include amounts expended by the Master Association for maintenance, repair and replacement of the Storm Water Control Facilities pursuant to Article III, Section 5, Subsection (b). For the calendar year 2003, the Annual Assessment Cap Amount shall be

calculated as provided in Exhibit H. Commencing with the calendar year 2004 and for any subsequent calendar year, the Annual Assessment Cap Amount shall not exceed the Annual Assessment Cap Amount permitted in regard to the immediately preceding calendar year, as adjusted to reflect the CPI Increase between the CPI published for January of the immediately preceding calendar year and the CPI published for January of the then current calendar year. For example, assuming that the Annual Assessment Cap Amount for the calendar year 2003 is \$700,000.00 and assuming that the CPI published for January of 2003 is 160 and the CPI published for January of 2004 is 170, then the CPI Increase hereunder for the calendar year 2004 would equal 6.25% (as calculated pursuant to the definition of "CPI Increase" under Article I), and the Annual Assessment Cap Amount permitted hereunder in regard to the calendar year 2004 would equal \$743,750.00 (the sum obtained by adding 6.25% of \$700,000.00 [being \$43,750.00] to the Annual Assessment Cap Amount of \$700,000.00 permitted in regard to the preceding calendar year (2003)). As a further example, assuming that the CPI published for January of 2004 is 180 and the CPI published for January of 2005 is 185, then the CPI Increase hereunder for the calendar year 2005 would equal 2.78% (as calculated pursuant to the definition of "CPI Increase" under Article I), and the Annual Assessment Cap Amount permitted hereunder in regard to the calendar year 2005 would equal \$764,426.25 (the sum obtained by adding 2.78% of \$743,750.00 [being \$21,176.25] to the Annual Assessment Cap Amount of \$743,250.00 permitted in regard to the preceding calendar year (2004)). In no event, however, shall the Annual Assessment Cap Amount permitted hereunder in regard to any calendar year be decreased in relation to the Annual Assessment Cap Amount permitted in regard to the preceding calendar year. The amount of the Annual Assessment which may be assessed in regard to any calendar year may be increased in excess of the amount permitted under this Section 3 only upon the unanimous vote of all directors on the Board, and then only with respect to the calendar year in question.

Section 4. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Capital Assessments and Annual Assessments, the Board of the Master Association (by the unanimous vote of all directors on the Board) may levy Special Assessments against each Parcel and the Ancillary Association Tract subject to the Single Family Master Residential Tract Declaration, the Ancillary Association Tract subject to the Apartment Master Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Land, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses. Such Special Assessments shall be allocated among the respective Parcels and the Ancillary Association Tract subject to the Single Family Master Residential Tract Declaration, the Ancillary Association Tract subject to the Apartment Master Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas in the manner provided under Section 5 of this Article.

Section 5. Calculation of Annual Assessments and Special Assessments. The amount of any Annual Assessment or Special Assessment levied against each Parcel and the Ancillary Association Tract subject to the Single Family Master Residential Tract Declaration, the Ancillary Association Tract subject to the Apartment Master Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas shall be equal to the product obtained by multiplying the total Annual Assessment or Special Assessment, as the case may be, by the Relative Area Percentage of such Parcel or such Ancillary Association Tract.

Section 6. Establishment of Assessment Period. The period for which the Annual Assessments are to be levied (the "Assessment Period") shall be the calendar year. The first Assessment Period shall commence on January 1, 1998, and shall terminate on December 31, 1998. The Board in its sole discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period. The concept of Assessment Periods shall not be applicable to Special Assessments, which, by their nature, may be imposed at irregular intervals, as established in the judgment of the Board.

Section 7. Billing and Collection Procedures. The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments, provided that such procedures are not inconsistent with the provisions hereof. The Board may make a good faith estimate of Annual Assessments for each Assessment Period and may collect such Annual Assessments in advance on a monthly, quarterly or annual basis as determined by the Board.

Special Assessments may be collected as specified by the Board. The failure of the Master Association to send a bill to the Master Residential Associations, any Commercial Areas Ancillary Association or any Owner shall not relieve any such Master Residential Association, any such Commercial Areas Ancillary Association or any such Owner of his or its liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until such party has been given not less than 15 days written notice prior to such foreclosure or enforcement, at the address of such party on the records of the Master Association, that the Assessment or any installment thereof is or will be past due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. Each Master Residential Association and Commercial Areas Ancillary Association shall be obligated to inform the Master Association in writing of any change of address of any Lot Owner within its Ancillary Association Tract, and each Owner of a Parcel shall be obligated to inform the Master Association in writing of any change of address. The Master Association shall be under no duty to refund any payments received by it even though the ownership of a Parcel or a Lot within an Ancillary Association Tract changes during an Assessment Period; successor Owners of Parcels shall be given credit for prepayments, on a prorated basis, made by prior Owners.

Section 8. Collection Costs and Interest on Delinquent Assessments. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from ten days after the due date until paid at a rate equal to the lesser of (a) 18% per annum, or (b) the highest rate permitted by law in the State of Missouri, and the Owner or Ancillary Association liable for such payment also shall be liable for all costs, including attorneys' fees and charges, which may be incurred by the Master Association in collecting the same. In addition, the Board may charge a late fee for all delinquent payments. The Board may also Record a notice of delinquency against any Lot or any Parcel as to which an Assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Master Association for the Master Association's cost in Recording such notice, processing the delinquency and Recording a notice of payment, which fixed fee shall be treated as a collection cost of the Master Association secured by the Assessment Lien. The Master Association shall not be obligated to release any notice Recorded pursuant to this Section until all delinquent Assessments, interest and collection costs have been paid in full, whether or not all of such amounts are set forth in the notice of delinquency provided for in this Section.

Section 9. Evidence of Payment of Assessments. Upon receipt of a written request from any Owner or Ancillary Association, and within a reasonable period of time thereafter, the Master Association shall issue to the requesting party a written certificate stating (a) that all Assessments (including interest, costs and attorneys' fees and charges, if any, as provided in Section 10 of this Article) have been paid with respect to any specified Ancillary Association Tract, Lot or Parcel, as the case may be, as of the date of such certificate, or (b) if such have not been paid, the amounts due and payable as of such date. The Master Association may make a reasonable charge for the issuance of such certificates, which charge must be paid at the time the request for any such certificate is made. Any such certificate shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Ancillary Association Tract, Lot or Parcel in question.

Section 10. Property Exempt from Assessments. Exempt Property shall be exempt from the Capital Assessments, Annual Assessments and Special Assessments, but Exempt Property shall not be exempt from Special Use Fees or the Maintenance Charges provided for in Article X, Sections 2 and 3; from attorneys' fees, costs and expenses as described in Article XII, Section 2; or from the Assessment Lien to secure payment of Special Use Fees, Maintenance Charges, attorneys' fees and charges, fines, costs and expenses; provided, however, that in the event any change of ownership or use of Exempt Property results in all or any part thereof becoming assessable in any year, the same thereupon shall be subject to all Assessments (prorated as of the date such Exempt Property became subject to Assessments) and the Assessment Lien therefor. Exempt Property shall not be entitled to any Membership status.

**ENFORCEMENT OF PAYMENT OF
ASSESSMENTS AND ASSESSMENT LIEN**

Section 1. Master Association as Enforcing Body. As provided in Section 2 of this Article, the Master Association shall have the right to enforce payment of any delinquent Assessments.

Section 2. Master Association's Remedies to Enforce Payment of Assessments. If any Owner or Ancillary Association fails to pay an Assessment when due, the Master Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately (and by taking one of such actions, the Master Association shall not prejudice or waive its right to take the other action):

(a) bring an action at law and recover judgment against any Owner who has defaulted in the payment of the portion of such Assessment allocated to the Parcel or Lot of such Owner pursuant to this Declaration (with respect to a Parcel) or any Tract Declaration (with respect to a Lot); and

(b) foreclose the Assessment Lien against the subject Parcel or Lot whose Owner has defaulted in the payment of the portion of such Assessment allocated to such Parcel or Lot pursuant to this Declaration (with respect to a Parcel) or any Tract Declaration (with respect to a Lot), in accordance with the then prevailing Missouri law relating to the foreclosure of real estate mortgages (including any right to recover a deficiency), provided that such Parcel or Lot may be redeemed after foreclosure sale as provided by law, it being understood that the Master Association may bid on the subject property at such a foreclosure sale.

Notwithstanding subordination of an Assessment Lien as described in Section 3 of this Article, the delinquent Owner or Ancillary Association shall remain personally liable for such Assessment and related costs after such foreclosure or the granting of any deed in lieu of foreclosure, and, in the case of an Ancillary Association, any Owner of any Lot within the subject Ancillary Association Tract obligated to pay any portion of such delinquent Assessment under the applicable Tract Declaration shall remain personally liable for that portion of such Assessment and costs after foreclosure or the granting of any deed in lieu of foreclosure.

Section 3. Subordination of Assessment Lien. The Assessment Lien shall be subordinate to any mortgage lien held by, or deed of trust, including the "Purchase Money Deed of Trust" (as defined in the PSA), of which the beneficiary is, a lender (or the beneficiary under the Purchase Money Deed of Trust) who has lent funds with regard to a Parcel, Ancillary Association Tract or Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Subject to the foregoing, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon any Parcel, Ancillary Association Tract or Lot. Sale or transfer of any Parcel, Ancillary Association Tract or Lot shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or a deed of trust including the Purchase Money Deed of Trust to which the Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take such Parcel, Ancillary Association Tract or Lot free of the Assessment Lien for Assessments that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; provided further, however, that such mortgage or deed of trust foreclosure sale purchaser or grantee shall take title subject to all Assessments, including an Assessment Lien therefor accruing subsequent to the date of issuance of such sheriff's or trustee's deed or deed given in lieu of foreclosure.

ARTICLE IX

USE OF FUNDS, BORROWING POWER

Section 1. Purposes for Which Funds May Be Used. The Board shall apply all funds and property collected and received by it (including funds received from Capital Assessments,

Annual Assessments and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Property, by devoting such funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any kind, and to all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Property, which may be necessary, desirable or beneficial to the general common interests of the Property and the respective Owners. Following are some, but not all, of the areas which the Master Association may seek to aid, promote and provide for such common good and benefit: construction and installation of any improvements required or contemplated pursuant to Article XVI (to the extent not provided by other parties), maintenance of all Association Land, maintenance of monuments in, on and along Winghaven Drive and in and on other areas of the Property, maintenance of landscaping in, on and along Winghaven Drive and in and on Common Areas, maintenance, repair and replacement of improvements initially constructed and/or installed with Capital Assessments funds, maintenance of liability insurance, communications, ownership and operation of recreational and other facilities (including the Trail System located on the Property), vehicle storage areas, transportation, health, utilities, public services, safety, and indemnification of officers and directors of the Master Association. Subject to this Declaration, the Articles and the Bylaws, the Master Association may expend its funds in any manner permitted under the laws of the State of Missouri.

Section 2. Borrowing Power. The Master Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate; provided, however, that until the aggregate outstanding principal balance of borrowings of the Master Association exceed \$250,000.00, borrowings by the Master Association may be approved by a simple majority of the Board, but any borrowings which would cause the aggregate outstanding principal balance of borrowings of the Master Association to exceed \$250,000.00 shall not be contracted until approved by the unanimous vote of all the votes to which the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership are entitled on this issue. For purposes of this Article IX, Section 2, the principal balance of any borrowings that permit future advances shall be deemed to equal the total amount of all future advances permitted under the terms of such borrowings, whether or not such amounts have been advanced at that time.

Section 3. Master Association's Rights in Spending Funds From Year to Year. The Master Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Capital Assessments, Annual Assessments or Special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Master Association shall not be obligated to reduce the amount of a Capital Assessment or Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Master Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Master Association and the accomplishment of its purposes.

Section 4. Eminent Domain. The term "Taking" as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a Taking or of a threatened Taking of all or any portion of the Association Land, the Board and such persons as the Board may delegate shall represent all of the Members in connection with such Taking. The Board shall act in its sole discretion with respect to any awards made or to be made in connection with such Taking and shall be entitled to make a voluntary sale to the condemning authority in lieu of engaging in a condemnation action. Any awards received on account of a Taking shall be paid to the Master Association. In the event of a total or partial Taking, the Board may, in its sole discretion, retain any award in the general funds of the Master Association or distribute pro rata all or a portion thereof to the Members and all holders of liens and encumbrances, as their interests may appear of record, at a uniform rate per Membership.

Section 5. Insurance

(a) **Authority to Purchase.** The Master Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Association Land, the Common Areas maintained by the Master Association and upon other areas maintained by the Master Association, or as a result of Master Association activities, in a total

amount of not less than One Million Dollars (\$1,000,000), to be determined by the Board in its discretion. If reasonably available, the Master Association shall obtain officers and directors liability insurance in an amount deemed prudent by the Board. In addition, the Master Association may carry any other insurance coverage which the Board in its discretion deems necessary or desirable. Any deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance.

(b) Individual Responsibility. It shall be the responsibility of each Owner and Resident or other person to provide for himself or itself insurance on such party's property interests within the Property, including, without limitation, improvements thereon, furnishings and personal property therein, and public liability insurance. Neither the Master Association (including any Board member) nor Declarants shall be liable to any person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Master Association or if the amount of insurance is inadequate.

(c) Insurance Claims. The Master Association hereby is appointed and authorized irrevocably by the Owners and the Ancillary Associations to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Master Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority to negotiate losses under any policy purchased by the Master Association. All proceeds from insurance acquired by the Master Association shall be payable to the Master Association. Any proceeds resulting from damage to the Association Land or the Common Areas maintained by the Master Association shall be used to repair the damage. Any excess proceeds may be retained by the Master Association as reserves or to reduce future Assessments or, if distributed to Members, such proceeds shall be distributed to Members and their mortgagees as their interests may appear at a uniform rate per Membership.

Section 6. Reserve Fund. The Board shall establish a reserve fund for the maintenance, repair and replacement of the Association Land and the Common Areas maintained by the Master Association from the Capital Assessments and the Annual Assessments received by the Master Association.

ARTICLE X

MAINTENANCE

Section 1. Common Areas and Public Rights-of-Way

(a) Areas of Master Association Responsibility. The Master Association, through the Board, shall maintain and otherwise manage all Common Areas and the improvements thereon; provided, however, that the Master Association shall not be responsible for providing or maintaining the Local Streets or any landscaping, improvements or structures which are located on any Common Areas which are part of Parcels, Ancillary Association Tracts or Lots unless (1) such landscaping, improvements or structures are available for use by all Owners and Residents or are within easements intended for the general benefit of the Property and (2) the Master Association assumes in writing such responsibility as hereinafter provided. The Master Association shall maintain any landscaping, improvements and structures which are located on Common Areas and are not located on any Parcel, Ancillary Association Tract or Lot but are within the boundaries of the Property and which are identified on a Recorded instrument as Common Areas intended for the general benefit of the Owners and Residents of the Property, provided, however, that the Master Association shall not be required to maintain (but may elect to maintain) areas which (i) the City of O'Fallon, an improvement district, or other governmental entity is or could be maintaining, (ii) an Ancillary Association is required under a Tract Declaration to maintain, (iii) are to be maintained by the Owners of a Parcel or Lot pursuant to Article IV, Section 2, Subsection (d), or (iv) are areas, the maintenance of which would, in the sole and absolute discretion of the Board, benefit the Master Association. Notwithstanding anything to the contrary contained herein, the Board shall have discretion to enter into an agreement or agreements with the City of O'Fallon, the Missouri Department of Transportation or other governmental entities to permit the Master Association to upgrade and/or maintain

landscaping on property owned by the City of O'Fallon, the State of Missouri or such other governmental entity, whether or not such property is located within boundaries of the Property, if the Board determines that such an agreement or agreements would benefit the Master Association.

(b) **Standard of Care.** The Board shall use a reasonable standard of care in providing for the repair, management and maintenance of the Common Areas and other areas and facilities maintained by the Master Association; provided, however, that the Board shall be the sole judge as to the appropriate maintenance of all such areas. The Common Areas, including, without limitation, the Trail System and the Tot Lots, shall be used at the risk of the user, and Declarants and the Master Association shall not be liable to any person or entity for any claim, damage, or injury occurring thereon or related to the use thereof.

(c) **Delegation of Responsibilities.** In any case in which this Declaration (or any Subdivision plat, Tract Declaration or deed restriction) authorizes the Board to determine whether or not Ancillary Associations or Owners of certain Parcels or Lots will be responsible for maintenance of certain Common Areas or public rights-of-way, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of the Property for the Master Association or for an individual Owner or an Ancillary Association to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Master Association to contract with others for the performance of the maintenance and other obligations of the Master Association under this Article and, in order to promote uniformity and harmony of appearance, the Board may also cause the Master Association to contract to provide maintenance services to Owners of Parcels and to Ancillary Associations in exchange for the payment of such fees as the Master Association and such Owners and/or Ancillary Associations, as the case may be, may agree upon.

Section 2. Assessment of Certain Maintenance Costs. In the event that the need for maintenance or repair of Common Areas, structures and other property maintained by the Master Association is caused through the willful or negligent acts or omissions of any Ancillary Association or Owner, or such Owner's family, guests, tenants or employees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Ancillary Association Tract or such Owner's Parcel is subject or to which the Ancillary Association Tract of which such Owner's Lot is a part is subject (as the case may be) and shall be secured by the Assessment Lien. Any charges or fees to be paid by an Ancillary Association or by an Owner of a Parcel pursuant to Section 1, Subsection (c) of this Article in connection with a contract entered into by the Master Association and such Ancillary Association or Owner, as the case may be, for the performance of maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Assessment Lien.

Section 3. Improper Maintenance and Use of Lots and Parcels. In the event that any portion of any Parcel, Ancillary Association Tract or Lot is maintained so as to present a nuisance or substantially detract from the appearance or quality of the surrounding Parcels, Ancillary Association Tracts or Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event that any portion of a Parcel, Ancillary Association Tract or Lot is being used in a manner which violates this Declaration or any applicable Tract Declaration, or in the event that the Owner of any Parcel or Lot or an Ancillary Association fails to perform any of its obligations under this Declaration, any Tract Declaration, the Rules or the Architectural Guidelines, the Board may, by resolution, make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner or Ancillary Association that unless corrective action is taken within 14 days, the Board may cause such action to be taken at the cost of such Owner or Ancillary Association. If at the expiration of such 14 day period the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner or Ancillary Association, as the case may be, and the Owner's Lot or Parcel or the Ancillary Association Tract, as the case may be, is subject and shall be secured by the Assessment Lien.

Section 4. Easement for Maintenance Responsibilities. The Master Association hereby is granted and shall have a perpetual, non-exclusive easement upon, across, over and under

the Parcels, Ancillary Association Tracts, Lots and all other areas in the Property for the purpose of constructing, repairing, maintaining and replacing any Common Areas Improvements or other improvements which the Master Association has the right to construct, repair, maintain and/or replace under this Declaration, and for the purpose of performing any and all of the Master Association's other rights, duties and obligations hereunder.

ARTICLE XI

ARCHITECTURAL COMMITTEES

Section 1. Establishment. A Residential Architectural Committee and a Commercial Architectural Committee are hereby established and each shall perform the functions set forth in this Declaration. The Residential Architectural Committee shall have sole and exclusive authority with respect to all approvals and decisions required under the Residential Architectural Guidelines in regard to the Residential Areas and the Commercial Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions required under the Commercial Architectural Guidelines in regard to the Commercial Areas. Members of the respective Architectural Committees shall be determined as follows:

(a) Until the earlier to occur of (1) a date which is 20 years following Recordation of this Declaration or (2) such time as Novus has relinquished in writing its right to make such appointments, as provided below, each Architectural Committee shall consist of two regular members and an alternate member for each of the respective regular members. Novus shall elect one member of each of the respective Architectural Committees (and the alternate for each such member); the remaining one member of the Residential Architectural Committee (and the alternate for such member) shall be elected by majority vote of the then existing Residential Class Membership (which, until the day following the date upon which both Master Residential Tract Declarations have been Recorded, shall consist solely of Wingham Residential), and the remaining one member of the Commercial Architectural Committee (and the alternate for such member) shall be elected by majority vote of the then existing Commercial Class Membership (which, until the Commercial Property Development Threshold Date, shall consist solely of McEagle).

(b) Following the occurrence of the earlier to occur of the dates set forth in clauses (1) and (2) of Subsection (a) of this Section 1, each Architectural Committee shall consist of three regular members and an alternate member for each of the respective regular members. The members of the Residential Architectural Committee (regular and alternate) shall be elected by a majority vote of the then existing Residential Class Membership (which, until the day following the date upon which both Master Residential Tract Declarations have been Recorded, shall consist solely of Wingham Residential) and the members of the Commercial Architectural Committee (regular and alternate) shall be elected by a majority vote of the then existing Commercial Class Membership (which, until the Commercial Property Development Threshold Date, if such date has not yet occurred, shall consist solely of McEagle).

(c) During the period described in Subsection (a) of this Section 1, in which each Architectural Committee shall consist of two members, the Architectural Committee members shall be appointed as provided therein and shall serve until replaced by the Membership Class which appointed such member. During the period described in Subsection (b) of this Section 1, in which each Architectural Committee shall consist of three members, the Architectural Committee members shall be appointed or elected, as the case may be, for three year terms (or until replaced by the Membership Class which elected such member). Architectural Committee appointments or elections, as the case may be, shall occur initially upon the Recordation of this Declaration. In the event of a permanent vacancy on an Architectural Committee, an alternate member shall be elected by the Membership which originally elected the Architectural Committee member who is vacating his or her position. Members of the Architectural Committees need not be architects, Owners or Residents and need not possess any special qualifications of any type.

Section 2. Meetings. Each Architectural Committee shall keep a record of the minutes of all of its meetings. During the period described in Subsection (a) of Section 1 of this Article XI, in which each Architectural Committee shall consist of two members, a quorum shall

consist of two members: one member (regular or alternate) appointed by Novus, and one member (regular or alternate) appointed by the other Membership Class (Residential or Commercial) entitled to appoint the second member to the respective Architectural Committee thereunder. During the period described in Subsection (b) of Section 1 of this Article XI, in which each Architectural Committee shall consist of three members, a quorum for any meeting shall consist of a majority of the regular members of the Architectural Committee and the concurrence of a majority of the regular committee members shall be necessary for any decision of an Architectural Committee. Alternate member(s) may participate at any meeting in the event that the corresponding regular member(s) is absent, may constitute a quorum by his (their) presence and shall have all of the authority of regular member(s) while so participating. As provided in Article V, Section 3, the Architectural Committees shall administer and may amend the Architectural Guidelines, including procedures for the preparation, submission and determination of applications for any use, design and development approvals required by this Declaration (provided that such administration and any such amendments shall be consistent with and in accordance with this Declaration, the Master Development Plan and the Zoning Ordinances). The decision of a governing Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration (but shall be subject, however, to arbitration as provided in Article XV, Section 17). Members of an Architectural Committee shall not be entitled to compensation for their services, unless otherwise approved by the Board. Notwithstanding any of the foregoing, any action required or permitted to be taken at any Architectural Committee meeting may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the regular members of such Architectural Committee. The respective Architectural Guidelines may from time to time be amended or modified by majority vote of the governing Architectural Committee.

Section 3. Detailed Commercial Architectural Guidelines. The Detailed Commercial Architectural Guidelines shall be negotiated and mutually agreed upon by Novus and McEagle (and Winghaven Residential with respect to any Detailed Commercial Architectural Guidelines affecting that portion of the WR Land having a Land Use Classification of C-2 Commercial) within a reasonable time following the Recordation of this Declaration, such parties hereby agreeing to cooperate in good faith and with due diligence to negotiate and agree upon such guidelines; provided, however, that in the event that Novus and McEagle (and Winghaven Residential, as applicable) are unable to agree upon the Detailed Commercial Architectural Guidelines as contemplated above, the Basic Commercial Architectural Guidelines shall be applicable to any and all improvements, alterations, repairs, replacements or other actions relating to the Commercial Areas, and shall constitute the standard to be utilized by the Commercial Architectural Committee in any evaluation and/or determination made by it under this Declaration in regard to use, design or development in connection with such actions (including, without limitation, evaluations and determinations made pursuant to Article IV, Section 2, Subsections (a) and (l)).

Section 4. Discretion of Committees. An Architectural Committee shall be under no duty or obligation to pass upon, approve or disapprove any structural stability matter or matters pertaining to the stability of footings or foundations or matters pertaining to geological conditions involved in any foundation or footings and shall be presumed not to have passed upon, approved or disapproved any such matters unless the Architectural Committee shall state otherwise in writing. All actions of an Architectural Committee authorized under this Declaration, including, without limitation, the approval or disapproval of any Development Proposals or other matters required to be submitted to such Architectural Committee, as provided in Section 5 of this Article and in the applicable Architectural Guidelines, shall be based upon the Committee's good faith determination as to whether the criteria set forth in the applicable Architectural Guidelines, the Master Development Plan and the applicable Zoning Ordinances are satisfied in all material respects by the application in question. In reviewing and approving the items to be submitted pursuant to Section 5 of this Article, neither an Architectural Committee nor any member thereof shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any of the following matters:

- (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective;

- (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) the development of any property within the Property;
- (d) the execution of any estoppel certificate, whether or not the facts therein are correct; or
- (e) the enforcement of this Declaration and that Architectural Committee's Architectural Guidelines;

provided, however, that with respect to the liability of an Architectural Committee member, such member has acted in good faith on the basis of such information as may be possessed by such member, and in a manner consistent with a reasonable application of the standards set forth in the applicable Architectural Guidelines, the Master Development Plan and the applicable Zoning Ordinances. The authority of each Architectural Committee is limited to the matters expressly set forth in this Declaration, and the foregoing matters described in clauses (a) through (e) above shall not be deemed to expand the rights or powers of either Architectural Committee beyond those expressly enumerated in this Declaration. The approval by an Architectural Committee of any plans, specifications or other matter shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, specifications or other matter subsequently submitted for approval.

Section 5. Response of Architectural Committees.

(a) Residential Architectural Committee. With regard to any Development Proposal relating to the Residential Areas, the following procedure shall be observed by the Residential Architectural Committee and each respective applicant:

- (1) The applicant first shall submit to the Residential Architectural Committee a Neighborhood theme proposal pursuant to Section B of the Residential Architectural Guidelines, which shall include the items required under said Section B of the Residential Architectural Guidelines.
- (2) Either simultaneously with the submission of the Neighborhood theme proposal described in clause (1) of this Subsection (a) or at any time thereafter, the applicant shall submit to the Residential Architectural Committee all items required under Section D of the Residential Architectural Guidelines regarding the site improvements to be constructed in the area covered by such Neighborhood theme proposal.
- (3) Either simultaneously with the submission of the Neighborhood theme proposal described in clause (1) of this Subsection (a) or at any time thereafter, the applicant shall submit to the Residential Architectural Committee all items required under Section C of the Residential Architectural Guidelines regarding the improvements to be constructed in the area covered by such Neighborhood theme proposal.
- (4) The submittals made pursuant to clauses (1), (2) and/or (3) of this Subsection (a) shall be deemed approved unless a Disapproval Notice conforming with the requirements of Subsection (e) of this Section 5 is sent to the applicant within ten business days after receipt by the Residential Architectural Committee of all items required in connection therewith under the applicable Section of the Residential Architectural Guidelines. The submittals to be made pursuant to clauses (1), (2) and (3) of this Subsection (a) must be made before the applicant takes any of the following actions: (A) sale of any Lot to any party for use as such party's residence, (B) application to the City of O'Fallon for building permits for any Dwelling Unit (including a model home) or any building containing any Dwelling Unit, or (C) commencement of construction of any Dwelling Units or any building containing any dwelling unit.

(b) Commercial Architectural Committee. Prior to application to the City of O'Fallon for building permits and prior to commencement of any construction with regard to any Development Proposal relating to the Commercial Areas, the following procedure shall be observed by the Commercial Architectural Committee and each respective applicant:

(1) The applicant first shall submit to the Commercial Architectural Committee a site Development Proposal, which shall include all items required under Section A.1 of the Commercial Architectural Guidelines and any corresponding provision of the Detailed Commercial Architectural Guidelines.

(2) Following approval by the Commercial Architectural Committee of the site Development Proposal described in clause (1) above, the applicant shall submit to the Commercial Architectural Committee the final plan documents required under Section A.2 of the Basic Commercial Architectural Guidelines and any corresponding provision of the Detailed Commercial Architectural Guidelines regarding such proposal.

(3) The submittals made pursuant to clauses (1) and/or (2) of this Subsection (b) shall be deemed approved unless a Disapproval Notice conforming with the requirements of Subsection (c) of this Section 5 is sent to the applicant within ten business days after receipt by the Commercial Architectural Committee of all items required in connection therewith under the applicable Section of the Commercial Architectural Guidelines.

(c) Other Applications. With regard to any proposal or request other than those subject to Subsections (a) or (b) of this Section 5, the Architectural Committee having authority over such proposal or request (including any proposal submitted in connection with Article IV, Section 2, Subsection (a)) shall be deemed to have approved such proposal or request unless a Disapproval Notice conforming with the requirements of Subsection (c) of this Section 5 is sent to the applicant within ten business days after receipt by the governing Architectural Committee of all items required in connection therewith under the applicable Section of the governing Architectural Guidelines. The foregoing proposal or request shall be submitted to the governing Architectural Committee prior to application to the City of O'Fallon for any site or building permits (if such permits are required by the City of O'Fallon) and prior to commencement of any site work or construction or installation work with respect to the subject matter of such proposal or request.

(d) Response of Committee or Member. With respect to the Subsections (a), (b) and (c) of this Section 5:

(1) During the period described in Subsection (a) of Section 1 of this Article XI (in which each Architectural Committee shall consist of two members), if both members of such Architectural Committee agree upon the approval or disapproval of any filed request, then such Architectural Committee shall give the applicant written notice of such approval or disapproval within the applicable time period provided under Subsections (a), (b) or (c) of this Section 5, as applicable. If both members fail to agree upon the approval or disapproval of such request, a member who wishes to disapprove of the request may give the applicant written notice of such member's disapproval, within the applicable time period, in which event the request shall be deemed disapproved.

(2) During the period described in Subsection (b) of Section 1 of this Article XI (in which each Architectural Committee shall consist of three members) the applicable Architectural Committee shall give each applicant written notice of approval or disapproval (as determined by a majority vote of such Architectural Committee) of any request filed with the committee by such applicant, within the applicable time period provided under Subsections (a), (b) or (c) of this Section 5, as applicable.

(e) Disapproval Notice. In any case in which a request is disapproved under Subsection (a), (b) or (c) of this Section 5, the notice of disapproval (the "Disapproval Notice") to be given by the Architectural Committee or the disapproving member (as the case may be), shall be in writing and shall state with specificity the basis upon which such Architectural Committee (or the disapproving member) has concluded that the standards set forth in the Master Development Plan, the applicable Architectural Guidelines and/or the applicable Zoning Ordinances have not been satisfied by such application and what steps must be taken in order for the same to be approved. Failure by the applicable Architectural Committee or disapproving member (as the case may be), to deliver such Disapproval Notice within the time period required shall be deemed to evidence approval of such request, and shall waive the approval requirement in regard thereto.

(f) Filing of Application. Notwithstanding anything to the contrary set forth elsewhere in this Declaration, no proposal or request shall be deemed filed with an Architectural Committee until all items required to be submitted in connection therewith under the applicable Architectural Guidelines have been actually received by such Architectural Committee. The applicable Architectural Committee shall notify the applicant in writing of any items required to be submitted in connection with any such proposal or request which was not so submitted. Such notification shall be given as promptly as is reasonably possible.

(g) Rights Following Disapproval. Any Owner, upon receiving a Disapproval Notice regarding an application filed by it with either Architectural Committee, may exercise any and all available rights or remedies at law or equity in regard to such disapproval. In the event of any review of such a disapproval (whether in a court of law or pursuant to arbitration), it is agreed that the standard to be applied in such review shall be whether the standards set forth in the applicable Architectural Guidelines, the Master Development Plan and/or the applicable Zoning Ordinances were met or satisfied in all material respects by such application and whether such standards were applied by the applicable Architectural Committee in a manner consistent with its treatment of other applications (and not whether the applicable Architectural Committee or any of its members acted arbitrarily, capriciously or in bad faith in disapproving such application).

Section 6. Committee's Certificate. Any approval of a submittal by an Architectural Committee given or made pursuant to the provisions of this Declaration which is evidenced by a certificate signed by at least a majority of the members of such Architectural Committee shall be irrevocable and not subject to change by such Architectural Committee. Any such certificate may be conclusively relied upon by all parties, including, without limitation, any Owner, tenant or purchaser of any Parcel or Lot or portion thereof, or of any interest therein; by any lender taking any Parcel or Lot as security; and by any title insurance company. Any such certificate may be Recorded by such Architectural Committee in the office of the County Recorder of St. Charles County, Missouri. The absence of such a certificate, however, shall not constitute evidence of disapproval by such Architectural Committee of any submittal made to such Architectural Committee (as in any case where approval is deemed to have been given by virtue of the failure of the applicable Architectural Committee to issue a Disapproval Notice within the required time).

ARTICLE XII

RIGHTS AND POWERS OF MASTER ASSOCIATION

Section 1. Master Association's Rights and Powers As Set Forth in Articles and Bylaws. In addition to the rights and powers of the Master Association set forth in this Declaration, the Master Association shall have such rights and powers as are set forth in the Articles and Bylaws, which shall include all rights and powers as may be reasonably necessary in order to effect the purposes of the Master Association as set forth herein. After incorporation of the Master Association, a copy of the Articles and Bylaws of the Master Association shall be available for inspection by Members, prospective purchasers, mortgagees and other persons or entities with an interest in the Property at the office of the Master Association during reasonable business hours.

Section 2. Enforcement of Provisions. The Master Association, Novus and both Architectural Committees, each as the agent and representative of the Members and the Owners of a Lot within an Ancillary Association Tract, shall have the right (without obligation) to enforce, by any arbitration proceeding (in accordance with Article 15, Section 17), the Covenants, the Articles, the Bylaws, the Rules and the Architectural Guidelines and any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Master Association. The Master Association is authorized to impose sanctions for violations, which sanctions may include reasonable monetary fines and suspension of voting rights and/or the right to use any recreational facilities on the Common Areas as provided in Article III, Section 1, Subsection (b). In the event that arbitration is instituted or an attorney is retained to enforce the terms of this Declaration or other document as described in this Section, the prevailing party shall

be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees and charges, costs of investigation and other related expenses incurred in connection therewith, and if the Master Association, Novus or an Architectural Committee is the prevailing party, the above-described fines and also such party's administrative costs and fees. Attorneys' fees and charges, costs and expenses adjudged against an Owner or an Ancillary Association shall be the personal liability of the breaching Owner or Ancillary Association and shall also be secured by the Assessment Lien against such Owner's Parcel or Lot within an Ancillary Association Tract. If the Master Association and the governing Architectural Committee shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request by a Member or Owner of a Lot within an Ancillary Association Tract to do so, then any such Member or Owner may enforce the provisions of the Declaration at his or its own expense by an appropriate arbitration action (in accordance with Article 15, Section 17).

Section 3. Contracts with Others for Performance of Master Association's Duties

Subject to the restrictions and limitations contained herein, the Master Association may enter into contracts and transactions with other parties, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more members of the Board or officers of the Master Association or members of any committee of the Master Association are employed by or otherwise connected with such parties or their affiliates, provided that the fact of such interest shall be disclosed or known to the Master Association and provided further that the contract or transaction is fair and reasonable.

Section 4. Procedure for Change of Use of Association Land

Upon adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association Land or of the Master Association's interest in other Common Areas is no longer in the best interests of the Members, the Owners of a Lot within an Ancillary Association Tract and Residents, the Board shall have the power and right to change the use thereof.

Section 5. Procedure for Alteration of Common Areas; Contracts Concerning the

Common Areas. The Master Association shall have the right to dedicate or transfer all or any part of the Common Areas (other than the Tot Lots and trails within the Trail System) to any public agency, authority or utility as provided in Article III, Section 1, Subsection (c). In addition, the Master Association shall have the right to change the size, shape or location of the Common Areas, to exchange the Common Areas for other property or interests which become Common Areas, and to abandon or otherwise transfer Common Areas (to an owner of property contiguous to such Common Areas) upon the adoption of a resolution by the Board stating that ownership and/or use of the relevant Common Areas are no longer in the best interests of the Members, the Owners of a Lot within an Ancillary Association Tract and Residents and that the change desired shall be for the benefit of such parties and shall not substantially adversely affect such parties. Notwithstanding the foregoing, in the event that such change may have a material adverse effect upon any Owner of contiguous property, such change shall not be made without the written consent of such Owner.

ARTICLE XIII

TERM, AMENDMENTS, TERMINATION

Section 1. Term; Method of Termination

This Declaration shall be effective upon the date of Recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of 50 years from the date that this Declaration is Recorded. From and after such date, this Declaration, as amended, shall be extended automatically for successive periods of ten years each. This Declaration may be terminated at any time all of the votes to which the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership (in the aggregate) are entitled shall be cast in favor of termination at a meeting held for such purpose. If the necessary votes are cast in favor of termination, the Board shall cause to be Recorded with the County Recorder of St. Charles County, Missouri, a certificate of termination. Thereupon this Declaration shall have no further force and effect and the Master Association shall be dissolved pursuant to the terms set forth in the Articles. Any Master Association funds remaining following such termination and dissolution shall be distributed to the Members and their mortgagees as their interests may appear at a uniform rate per Membership.

Section 2. Amendment of Declaration. This Declaration may be amended at any time if all of the votes to which the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership (in the aggregate) are entitled shall be cast in favor of such amendment at a meeting held for such purpose. If all such votes are cast in favor of such amendment, the Board shall cause the amendment to be Recorded with the County Recorder of St. Charles County, Missouri. This Declaration may be amended with respect to all or any portion of the Property covered hereby. In no event shall this Declaration be amended to reduce or alter the rights of Novus without the written approval of Novus. Notwithstanding anything to the contrary set forth herein: (a) Novus acting alone may amend this Declaration at any time (i) to annex any portion of the Novus Annexable Property hereunder as provided in Article XIV, and/or (ii) to relinquish its right to appoint members to the Architectural Committees as provided in Article XI, Section 1; (b) McEagle acting alone may annex any portion of the McEagle Annexable Property hereunder as provided in Article XIV; (c) Novus acting alone may amend the Master Development Plan as expressly permitted under Article I of this Declaration in regard to adjustments to the boundary between the Novus Campus and The Office and Research Park at Winghaven; and (d) either Winghaven Residential or the Golf Course Owner, acting alone may amend the Master Development Plan as expressly permitted under Article IV, Section 2, Subsection (z). In addition, at any time, Declarants shall have the right to amend this Declaration to comply with applicable law or to correct any error or inconsistency in this Declaration if such amendment does not adversely affect the rights of a Member or the Owner of a Lot in an Ancillary Association Tract. Notwithstanding anything to the contrary set forth above in this Section 2, there shall be no amendment to: (x) any term, condition or provision set forth in Article I hereof which is directly applicable to the Golf Course Land, the Golf Course, the Club House Site or the Club House Facilities (or which would be made directly applicable to the Golf Course Land, the Golf Course, the Club House Site, or the Club House Facilities by such amendment), or (y) any other term, condition or provision directly applicable to the Golf Course Land, the Golf Course, the Club House Site, or the Club House Facilities (or which would be made directly applicable to the Golf Course Land, the Golf Course, the Club House Site, or the Club House Facilities by such amendment), unless the Golf Course Owner shall consent to such amendment in writing (it being agreed, however, that the foregoing provisions of this sentence shall not be applicable if the Golf Course is no longer being operated on the Golf Course Land at that time, and further agreed that any amendment to this Declaration resulting from exercise of the rights enumerated in clauses (a) through (d), inclusive, of the fifth sentence of this Section 2 shall not require such consent).

ARTICLE XIV

ANNEXATION

Section 1. Reservation of Certain Annexation Rights. As of the date that this Declaration is Recorded, Novus and McEagle contemplate that one or more portions (and perhaps all) of the Annexable Property may from time to time be annexed to the Property (and thereby subjected to the provisions of this Declaration), and, therefore, while neither Novus nor McEagle shall have any obligation or duty to so annex all or any portion of the Annexable Property, Novus and McEagle each hereby reserve the following rights, privileges and options. Novus may from time to time hereafter add and annex all or any part of the Novus Annexable Property to the Property and McEagle may from time to time hereafter add and annex all or any part of the McEagle Annexable Property to the Property. Upon such annexation, the property so annexed by Novus or McEagle (as the case may be) shall be subjected to the provisions of this Declaration, without a vote and without notice to or approval of any holder, insurer or guarantor of any mortgage or of any other person or entity; provided, however, that the right, privilege and option reserved to Novus in this Section 1 shall expire and terminate at 11:59 p.m. local time on December 31 of the calendar year in which falls the 20th anniversary of the date that this Declaration is Recorded, and the right, privilege and option reserved to McEagle in this Section 1 of Article XIV shall expire and terminate at such time as McEagle no longer owns any portion of the Property. Notwithstanding the foregoing provisions of this Section 1, no portion of the Annexable Property may be annexed to the Property unless, at the time of each and any such annexation, either: (a) the portion of the Annexable Property to be annexed is owned by Novus or McEagle, as the case may be; or (b) the owner of the portion to be annexed (if other than Novus or McEagle) consents in a written, Recorded instrument to such annexation. Additional real property may also be added to the Property and subjected to the provisions of this

Declaration pursuant to an amendment to this Declaration adopted in accordance with Article XIII, Section 2.

Section 2. Recordation of Annexation Instrument. In the case of annexation of all or any part of the Annexable Property, Novus or McEagle, as the case may be, shall execute, acknowledge and Record an instrument evidencing such annexation (which instrument shall be duly executed and acknowledged by each owner of all or any part of the property being annexed), and such annexation shall be deemed effective only upon such Recordation. Such instrument may subject the annexed property to such additional covenants, conditions, restrictions and easements as (a) the owner thereof and (b) Novus or McEagle, as the case may be, may deem appropriate or desirable; provided, however, that any and all such additional covenants, conditions, restrictions and easements shall be subordinate and subject to the provisions of this Declaration.

Section 3. No Obligation to Annex. Nothing herein shall constitute a representation, warranty or covenant that either Novus or McEagle will subject the Annexable Property to the provisions of this Declaration, nor shall Novus or McEagle be obligated so to do, and Novus or McEagle may, by Recorded instrument executed by Novus or McEagle, waive its right so to do, in whole or in part, at any time or from time to time.

ARTICLE XV

MISCELLANEOUS

Section 1. Interpretation of the Covenants. Except for judicial construction, the Master Association (acting by and through its Board) and the Architectural Committees shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by the Master Association or the Architectural Committees, as the case may be, shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants.

Section 2. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 3. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 4. Rules and Regulations. In addition to the right to adopt Rules on the matters expressly mentioned elsewhere in this Declaration, the Master Association (through its Board and committees) shall have the right to adopt rules and regulations with respect to all other aspects of the Master Association's rights, activities and duties, provided that such rules and regulations are not inconsistent with the provisions of this Declaration or any applicable Architectural Guidelines.

Section 5. Declarants' Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as may be expressly set forth otherwise on a Recorded plat or other Recorded instrument, Declarants make no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by Declarants (other than the Property or Annexable Property) is or will be subjected to this Declaration or any other declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

Section 6. No Warranty of Enforceability. While Declarants have no reason to believe that any of the Covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarants make no warranty or representation as to the present or future validity or enforceability of any such Covenants. Any Owner acquiring a Parcel or a Lot within the Property in reliance on one or more of the Covenants shall assume all risks of the

validity and enforceability thereof and by acquiring any such Parcel or Lot agrees that Declarants shall have no liability therefor.

Section 7. References to the Covenants in Deeds. Deeds or any instruments affecting any part of the Property may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the Covenants shall be binding upon the grantee Owner or other person claiming through any instrument and such grantee Owner's heirs, executors, administrators, successors and assigns.

Section 8. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 9. Captions and Titles. All captions, titles or headings of the Articles and Sections and Subsections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 10. Notices. If notice of any action or proposed action by the Board, an Architectural Committee, or of any other committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Member, Ancillary Association or Owner, then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within the City of O'Fallon or the Property. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner. If notice is made by mail, it shall be deemed to have been received 24 hours after such notice has been deposited in the United States mail, postage prepaid, addressed to such person or entity at the address given by that person or entity to the Master Association for the purpose of service of such notice, or to the address of a Parcel or Lot owned by an Owner if no address has been given. Notice to the Board or the governing Architectural Committee shall be delivered or sent by certified mail to the office of the Master Association.

Section 11. Exhibits. All exhibits attached to this instrument are hereby incorporated herein by this reference and made a part hereof.

Section 12. Consents. Except as otherwise expressly provided under this Declaration (an example of such a qualification being Article IV, Section 2, Subsection (z), which requires the discretionary consent of Novus in regard to development within the Buffer Zone), in each instance where a decision or determination is required on the part of the Board, Novus or either Architectural Committee, such entity shall act reasonably and in good faith and shall not unreasonably delay the making of such decision or determination.

Section 13. Dispute. In the event of any dispute relating to the terms of this Declaration, the Architectural Guidelines, the Rules or other matters hereunder (including any determination or decision rendered by the Board or either Architectural Committee), the Declarants, the Owners, the Ancillary Associations, the Master Association and any other parties shall have any and all rights and remedies provided under Article XV, Section 17.

Section 14. Wingham Name. The Master Association shall have the exclusive right to the use of the name "Wingham", and shall have exclusive control over the use of, the name "Wingham" by other parties. No party subject to this Declaration shall use the name "Wingham" without the prior written consent of the Master Association.

Section 15. Location. The locations depicted on the Master Development Plan regarding the Streets, the Lots in the Residential Areas, the Trail System, the Tot Lots, entrance monuments and other proposed improvements to the Property are intended to be illustrative of the general location thereof, and the exact size, configuration and location thereof shall be subsequently determined in connection with the specific plans for such improvements.

Section 16. Counterparts. This Declaration may be executed in one or more identical counterparts, each of which, when so executed, shall constitute one agreement, binding on each of the parties hereto notwithstanding the fact that all of the parties hereto may not have signed the same original counterparts.

Section 17. Arbitration. Any controversy or claim arising out of or relating to this Declaration or to the interpretation, breach or enforcement of this Declaration (including any dispute concerning whether a given issue is subject to arbitration hereunder), shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules"). Unless the parties to the controversy in question agree upon a mutually acceptable arbitrator, the American Arbitration Association shall furnish a panel of nine arbitrators (each having substantial experience with matters relating to development of commercial and/or residential real estate projects) from which the parties to the controversy in question shall, within 15 days, select the arbitrator(s) to hear the controversy and dispute, such selection to be made in the manner provided under the Arbitration Rules. The number of arbitrators shall be one, unless the parties agree to a different number. The locale of any such arbitration proceedings shall be within St. Louis County, Missouri. The arbitrator's decision shall be based upon applicable law and judicial precedent. The arbitrator, within 21 days following conclusion of the arbitration hearing, shall render a written opinion setting forth the grounds for the decision concerning such dispute and forward a copy of such decision to the parties to the arbitration. The arbitrator shall have the right to award costs (including, without limitation, reasonable attorneys' fees) in accordance with the judgment of the arbitrator. The arbitrator shall have no jurisdiction or right to award punitive damages. The "Expedited Procedures" (as defined in the Arbitration Rules) shall not be utilized unless all parties to the controversy in question shall have consented in writing to the use of such Expedited Procedures. Any award by the arbitrator shall be final, binding and conclusive on all of the parties to the arbitration. Judgment upon the award may be entered in any court having jurisdiction thereof.

ARTICLE XVI

CONSTRUCTION OBLIGATIONS

Section 1. Construction and Financing of Infrastructure

(a) It presently is anticipated that public financing will be available for the construction of Winghaven Drive and the other Arterial Streets. Declarants, Winghaven Residential and McWing agree to cooperate with one another in an effort to obtain such public financing. Novus and its consultants shall take the lead role in an effort to obtain such public financing. Declarants, Winghaven Residential and McWing shall seek to dedicate, donate or otherwise transfer (and have the City of O'Fallon or its designee accept) Winghaven Drive and the other the Arterial Streets.

(b) (1) In the event that a contract for the construction of Winghaven Drive shall not have been executed by the City of O'Fallon and the general contractor for such construction on or before July 1, 1998, then either or both of Winghaven Residential and McWing may elect (such election being binding on the parties hereto and exercisable in the sole and absolute discretion of Winghaven Residential and/or McWing, as the case may be) to undertake the construction of all or part of a boulevard in substantially the same location as that contemplated for Winghaven Drive under the Master Development Plan (the "Alternate Boulevard"). The party or parties undertaking such construction work is referred to herein as the "Constructing Party(ies)". The costs of construction of the Alternate Boulevard (the "Boulevard Construction Costs") shall be borne as follows: (A) one-third (1/3) by the Owners of that portion of the Property included within Residential Areas, such Owners being herein referred to as the "Residential Owners" (such amounts being allocated among such Residential Owners on the basis of the Residential Areas Relative Area Percentage), and (B) two-thirds (2/3) by the Owners of that portion of the Property included within Commercial Areas, such Owners being herein referred to as the "Commercial Owners" (such amounts being allocated among the Commercial Owners on the basis of the Commercial Areas Relative Area Percentage); provided, however, that Novus shall have no obligation to bear any share of the Boulevard Construction Costs, to the extent that such share exceeds \$750,000.00. The allocable shares of the respective Residential Owners and the respective Commercial Owners shall be subject to definitive

determination from time to time, at such times as specific Boulevard Construction Costs have arisen and are to be allocated hereunder.

(2) In connection with the construction work relating to the Alternate Boulevard (the "Boulevard Construction Work"), a construction disbursing agreement shall be established with a reputable title or disbursing company (the "Disbursing Agent") by the Constructing Parties and the general contractor performing the Boulevard Construction Work, incorporating terms and conditions customary for projects of similar type and scope. The Constructing Parties or the Disbursing Agent shall submit bills to the respective Residential Owners and Commercial Owners for their allocable share of the Boulevard Construction Costs, as and when such Boulevard Construction Work is performed (but not more frequently than monthly), and shall include copies of appropriate supporting information (including the general contractor's executed application and certificate for payments relating to the billed work, itemizing the amounts paid or due to each of the subcontractors and material suppliers for work performed or materials provided since the last disbursement request). The respective Residential Owners and Commercial Owners (other than Novus) shall promptly remit payment to the Disbursing Agent following receipt of such billings. Novus' share of the Boulevard Construction Costs shall be satisfied by an adjustment in the interest amounts due from time to time under that certain "Purchase Money Note" (as defined in the PSA) executed by Winghaven Residential and McWing in favor of Novus in connection with their purchase of the WR Land and the Golf Course Land, respectively (subject to the limitation provided above that in no event shall Novus' share of such Boulevard Construction Costs exceed \$750,000.00). In the event that any Residential Owner or Commercial Owner fails to pay its share of any funds required for the Boulevard Construction Costs as provided herein (other than Novus, whose payment obligations shall be satisfied by the interest adjustment described above) and the Constructing Parties advance such funds, the Board hereby shall be authorized, directed and obligated to impose a special assessment against the Parcel or Lot of such Owner in the amount of such obligation, to file a lien against such Parcel or Lot, should such assessment not be promptly paid, and to remit to the Constructing Parties any amounts collected in connection with such assessment (to the extent that any such Owner shall not have satisfied such obligation previously or otherwise).

(3) Following construction of the Alternate Boulevard, Novus, Winghaven Residential and McWing shall seek to dedicate, donate or otherwise transfer (and have the City of O'Fallon or its designee accept) such Alternate Boulevard. If for any reason the Alternate Boulevard is not so donated, dedicated or otherwise transferred (and accepted by the City of O'Fallon or its designee), Novus, Winghaven Residential, McWing and the other Owners of that portion of the Property upon which the Alternate Boulevard is constructed shall either (A) convey the Alternate Boulevard to the Master Association or (B) grant without charge reciprocal access easements for ingress and egress over and across the Alternate Boulevard.

(c) (1) In the event that construction of the Arterial Streets other than Winghaven Drive is materially delayed, then Novus, McEagle, Winghaven Residential and/or McWing may elect (such election by each party to be in the sole discretion of such party) to construct all or part of a street system in substantially the same location as that contemplated for the Arterial Streets (other than Winghaven Drive) as shown on the Master Development Plan (the "Alternate Arterial Streets"). The cost of constructing the Alternate Arterial Streets shall be borne in such manner as Novus, McEagle, Winghaven Residential and McWing may mutually agree upon.

(2) Following construction of any Alternate Arterial Streets by Novus, McEagle, Winghaven Residential or McWing, then Novus, McEagle, Winghaven Residential and McWing shall seek to dedicate, donate or otherwise transfer (and have the City of O'Fallon or its designee accept) such Alternate Arterial Streets. If for any reason any Alternate Arterial Streets are not donated, dedicated or otherwise transferred (and accepted by the City of O'Fallon or its designee), then Novus, McEagle, Winghaven Residential, McWing and the other Owners of that portion of the Property upon which such Alternate Arterial Streets are constructed shall either (A) convey the Alternate Arterial Streets to the Master Association or (B) grant without charge reciprocal access easements for ingress and egress over and across the Alternate Arterial Streets.

Section 2. Construction of Utility Facilities. Declarants, Winghaven Residential and the Golf Course Owner shall cooperate in the establishment of utility facilities for the Property.

Each of the Declarants, Winghaven Residential and the Golf Course Owner shall be responsible for payment of the cost of installation of any utility facility exclusively serving that portion of the Property owned by such Declarant, Winghaven Residential or the Golf Course Owner, as the case may be. Declarants, Winghaven Residential and the Golf Course Owner shall equitably share the cost of installation of any utility facilities serving portions of the Property owned by more than one party.

Section 3. Common Areas Improvements.

(a) Tot Lots. The Tot Lots shall be developed in conjunction with the development of each respective Neighborhood within which a Tot Lot is to be located, as shown on the Master Development Plan. The total area of the Tot Lots in the aggregate shall be at least three acres, and the area of each individual Tot Lot shall be at least 3/4 of an acre. Each Tot Lot shall be adjacent to and accessible from either the Trail System or a sidewalk subject to the access easement granted under Article III, Section 3. No Tot Lot shall have a slope greater than three percent. Vehicle parking shall not be permitted on or at any Tot Lot. A fee interest in the area upon which each Tot Lot is to be located shall be transferred to the Master Association by the Owner thereof at the time the surrounding area is developed; prior to such transfer to the Master Association, such area shall have been graded and otherwise put into a condition suitable for the installation of improvements by the Master Association, and the Master Association shall have no obligation to accept such area or to commence installation of improvements thereto until the condition of the area complies with the foregoing requirements of this Subsection (a).

(b) Trail System. The Master Association is hereby granted the right to construct, install, maintain and repair the Common Areas Improvements within the Property. Each of Declarants, Winghaven Residential and McWing (and their respective successors) hereby grants to the Master Association an easement over such portions of the Trail System as may be located at any time on any portion of the Property owned by the Declarants, Winghaven Residential and McWing (or their respective successors), for the non-exclusive use thereof by all Owners and/or Residents, the specific location of such easement to be determined by the location of the Trail System as constructed. Notwithstanding anything to the contrary set forth herein, all plans and specifications related to the Trail System shall be subject to the approval of the Board. In the event that an Owner, an Ancillary Association or Winghaven Residential or McWing (as the case may be) shall subsequently desire to relocate any portion of the Trail System located on the Parcel, Lot, Ancillary Association Tract or other portion of the Property owned or controlled by such party, such relocation may be undertaken only if (a) the Board has consented in writing to plans and specifications for the proposed relocation, (b) the party undertaking such relocation causes the relocation to be effected in accordance with such plans and specifications, in a timely and workmanlike manner, and at its sole cost and expense, and (c) the owner of the property upon which such relocated Trail System is located grants an easement to the Master Association for maintenance thereof and the non-exclusive use thereof by all Owners and/or Residents.

(c) Construction Easements and Other Matters. Each of Declarant, Winghaven Residential and McWing (and their respective successors) owning any portion of the Property upon which any of the Common Areas Improvements are to be constructed hereby grants to the Master Association an easement over such portions of the Property as may be required for the construction, installation, repair and maintenance of the Common Areas Improvements. Construction and/or installation of the Common Areas Improvements shall comply with all applicable laws, ordinances and regulations. The Master Association shall assess the cost of constructing the Common Areas Improvements pursuant to Article VII, Section 2.

ARTICLE XVII

RIGHTS OF NOVUS, McEAGLE, WINGHAVEN RESIDENTIAL AND McWING

Section 1. Novus Rights.

(a) So long as Novus (or any successor Novus Class Member) is an Owner of at least 25 acres of the Novus Campus, then Novus (or such successor Novus Class Member) shall retain all rights, powers and authorities granted to and reserved by Novus in this Declaration. If at any time Novus (or any successor Novus Class Member) is an Owner of less than 25 acres of the Novus Campus, then, effective upon the date on which Novus (or any successor Novus Class

Member) is an Owner of less than 25 acres of the Novus Campus, the following changes shall occur in regard to the rights, powers and authorities of the Novus Class Member hereunder (unless such changes shall have occurred previously pursuant to Article XVII, Section 1, Subsection (b)):

(1) The number of directors elected by the Novus Class Member under Article V, Section 2 shall be reduced from two to one, effective immediately, and the Articles shall be amended to reflect such change; if there are then two serving Novus Directors appointed by the Novus Class Member, one of such Novus Directors shall resign.

(2) The right granted under Article V, Section 2, permitting the Novus Directors to cast three votes in regard to certain issues shall be stricken and shall be of no further force or effect; thereafter, the Board shall act by majority vote of the directors of the Master Association with each director having one vote.

(3) Article VI, Section 3, Subsection (c) shall be revised to read in its entirety as follows: "Novus Class Membership. The Member of the Novus Class Membership shall be entitled to one vote in the Master Association."

(4) Any other references in this Declaration to the right of the Novus Class Member to cast more than one vote in the Master Association shall be revised to refer to only one vote.

(b) Novus may transfer all of its rights, powers and authorities hereunder to a successor Owner of the Novus Campus and/or The Office and Research Park at Winghaven. If such successor Owner is an Affiliate of Novus or an Affiliate (as such term is defined in Article I) of Novus International, Inc. or if such successor Owner is Mitsui USA (currently holding a 10% ownership interest in Novus International, Inc.), then such Affiliate or Mitsui USA, as the case may be, shall be substituted for Novus for all purposes hereunder and shall constitute the Novus Class Member hereunder. If such successor Owner is not Mitsui USA, an Affiliate of Novus or an Affiliate of Novus International, Inc., then such party shall constitute the Novus Class Member hereunder and (effective upon the date of such transfer) the following changes shall occur in regard to the rights, powers and authorities of the Novus Class Member hereunder:

(1) The number of directors elected by the Novus Class Member under Article V, Section 2 shall be reduced from two to one, effective immediately, and the Articles shall be amended to reflect such change; if there are then two serving Novus Directors appointed by the Novus Class Member, one of such Novus Directors shall resign.

(2) The right granted under Article V, Section 2, permitting the Novus Directors to cast three votes in regard to certain issues shall be stricken and shall be of no further force or effect; thereafter, the Board shall act by majority vote of the directors of the Master Association with each director having one vote.

(3) Article VI, Section 3, Subsection (c) shall be revised to read in its entirety as follows: "Novus Class Membership. The Member of the Novus Class Membership shall be entitled to one vote in the Master Association."

(4) Any other references in this Declaration to the right of the Novus Class Member to cast more than one vote in the Master Association shall be revised to refer to only one vote.

(c) No successor Owner shall succeed to the rights, powers and authorities of the Novus Class Member unless such right, powers and authorities (in their entirety) are transferred in a Recorded document, executed by Novus (provided that any such transfer shall be subject to the terms, conditions and limitations provided in this Section 1).

Section 2. McEagle Rights. Except to the extent otherwise expressly provided in this Declaration, so long as McEagle is an Owner of any portion of The Office and Research Park at Winghaven, McEagle shall retain all rights, powers and authorities granted to and reserved by McEagle in this Declaration; provided, however, that McEagle may transfer such rights, powers and authorities to any Affiliate of McEagle which becomes a successor Owner of any portion of

The Office and Research Park at Winghaven, but only if such rights, powers and authorities are transferred in a Recorded document authorizing such transfer, executed by McEagle.

Section 3. Winghaven Residential Rights. Except to the extent otherwise expressly provided in this Declaration, so long as Winghaven Residential is an Owner of any portion of the WR Land, Winghaven Residential shall retain all rights, powers and authorities granted to and reserved by Winghaven Residential in this Declaration.

Section 4. McWing Rights. Except to the extent otherwise expressly provided in this Declaration, so long as McWing is an Owner of any portion of the Golf Course Land, McWing shall retain all rights, powers and authorities granted to and reserved by McWing in this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

NOVUS PROPERTY HOLDINGS, L.L.C.

By: Lloyd K. Schweiden
Its: Vice President Lloyd K. Schweiden

McEAGLE-O'FALLON, L.C.

By: Paul J. McKee
Its: Paul J. McKee

WINGHAVEN RESIDENTIAL, LLC

By: McBride & Son Winghaven, Inc.,
its Managing Member

By: John W. Schaefer
Its: SECRETARY John W. Schaefer

McWING GOLF, LLC.

By: McBride & Son Winghaven, Inc.,
its Managing Member

By: John W. Schaefer
Its: SECRETARY John W. Schaefer

STATE OF MISSOURI)

BOOK 2012 PAGE 1614

COUNTY OF St. Louis)

On this 25th day of December, 1997, before me appeared Lloyd R. Schneider to me personally known, who being by me duly sworn, did say that he is the Vice President of NOVUS PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company (the "Company"), and that said instrument was signed in behalf of the Company, and said person acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed by official seal in the County and State aforesaid, the day and year above written.


Notary Public

My Commission Expires:

GOLETTA L. MCCLAIN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Nov. 29, 1998

STATE OF MISSOURI)

COUNTY OF St. Louis)

BOOK 2012 PAGE 1615

On this 23rd day of December, 1997, before me appeared Paul J. McKee to me personally known, who being by me duly sworn, did say that he is the Manager of McEAGLE-O'FALLON, L.C., a Missouri limited liability company (the "Company"), and that said instrument was signed in behalf of the Company, and said person acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed by official seal in the County and State aforesaid, the day and year above written.


Notary Public

My Commission Expires:

COLETTA L. McCLAIN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Nov. 29, 1998

STATE OF MISSOURI)

COUNTY OF St. Louis)

SPR 2012 PAGE 1616

On this 29th day of December, 1997, before me appeared John W. Schaefer to me personally known, who being by me duly sworn, did say that he is the Secretary of McBRIDE & SON WINGHAVEN, INC., a Missouri corporation and the Managing Member of WINGHAVEN RESIDENTIAL, LLC, a Missouri limited liability company (the "Company"), and that said instrument was signed in behalf of the Company, with the consent of all of the members of the Company, and said person acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed by official seal in the County and State aforesaid, the day and year above written.


Notary Public

My Commission Expires:

COLETTA L. MCCLAIN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Nov. 29, 1998

STATE OF MISSOURI)

COUNTY OF St. Louis)

BOOK 2012 PAGE 1617

On this 3rd day of December, 1997, before me appeared John W. Schaefer, to me personally known, who being by me duly sworn, did say that he is the Secretary of McBRIDE & SON WINGHAVEN, INC., a Missouri corporation and the Managing Member of McWING GOLF, LLC, a Missouri limited liability company (the "Company"), and that said instrument was signed in behalf of the Company, with the consent of all of the members of the Company, and said person acknowledged said instrument to be the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed by official seal in the County and State aforesaid, the day and year above written.


Notary Public

My Commission Expires:

DOLETTA L. McCLAIN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Nov. 29, 1998

SCHEDULE OF EXHIBITS

BOOK 2012 PAGE 1618

<u>Exhibit A-1</u>	Legal Description of the Novus Property
<u>Exhibit A-2</u>	Legal Description of the McEagle Property
<u>Exhibit A-3</u>	Legal Description of the WR Land
<u>Exhibit B</u>	Articles of Incorporation of Master Association
<u>Exhibit C</u>	Legal Description of the Golf Course Land
<u>Exhibit D-1</u>	Legal Description of the Novus Campus
<u>Exhibit D-2</u>	Legal Description of The Office and Research Park at Winghaven
<u>Exhibit E</u>	Residential Architectural Guidelines
<u>Exhibit F</u>	Basic Commercial Architectural Guidelines
<u>Exhibit G-1</u>	Legal Description of Winghaven Drive
<u>Exhibit G-2</u>	Legal Descriptions of Arterial Streets
<u>Exhibit H</u>	Capital Assessments and Annual Assessments
<u>Exhibit I</u>	Legal Description of the Buffer Zone
<u>Exhibits J – Y</u>	[Intentionally Omitted]
<u>Exhibit Z</u>	Master Development Plan

EXHIBIT A-1

LEGAL DESCRIPTION OF NOVUS PROPERTY

BOOK 2012 PAGE 1619

(896.408 Acres)

A tract of land located in part of Fractional Sections 11, 12 and 13 in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri, and being part of U.S. Survey 1669 and 1641 in Township 46 North, Range 2 and 3 East of the 5th Principal Meridian, St. Charles County, Missouri and all of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek; thence along the northerly line of properties as conveyed to Barbara Gerdes by instrument recorded in Book 1508, Page 1890 and Maschmeyer Land Maintenance, Inc. by instrument recorded in Book 1326, Page 1561, all of the above said Recorder's Office, the following courses and distances: thence South 83 degrees 52 minutes 09 seconds West 974.98 feet; thence South 00 degrees 06 minutes 01 seconds West 36.54 feet; thence North 86 degrees 06 minutes 42 seconds West 224.39 feet; thence North 89 degrees 36 minutes 42 seconds West 469.26 feet; thence South 29 degrees 57 minutes 08 seconds West 211.59 feet to a point on the easterly line of a tract of land as conveyed to Rabbs, Inc. by instrument recorded in Book 1188 Page 1040 of the above said Recorder's Office; thence along said Rabbs, Inc. tract, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses and distances: thence North 81 degrees 36 minutes 50 seconds West 222.14 feet; thence North 03 degrees 13 minutes 44 seconds West 558.56 feet; thence North 08 degrees 39 minutes 15 seconds West 429.85 feet; thence North 01 degrees 37 minutes 36 seconds East 1089.37 feet; thence North 17 degrees 17 minutes 29 seconds West 900.71 feet; thence North 50 degrees 50 minutes 49 seconds West 486.40 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 08 degrees 39 minutes 11 seconds West along last said easterly line 353.55 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; thence North 81 degrees 00 minutes 50 seconds East along last said common line 516.22 feet; thence departing last said common line North 26 degrees 43 minutes 29 seconds West 210.00 feet; thence North 80 degrees 59 minutes 25 seconds East 744.66 feet to a point on the southwesterly line of above said U.S. Survey 1669; thence North 27 degrees 55 minutes 20 seconds West along last said southwesterly line 1450.08 feet; thence departing last said southwesterly line South 81 degrees 46 minutes 13 seconds West 1605.04 feet to a point on the northeasterly line of Missouri State Highway 40-61, also known as State Highway 40TR; thence along last said northeasterly line the following courses and distances; thence North 37 degrees 20 minutes 05 seconds West 346.73 feet; thence North 05 degrees 37 minutes 23 seconds East 103.85 feet; thence South 80 degrees 27 minutes 15 seconds West 80.00 feet; thence North 37 degrees 20 minutes 05 seconds West 67.26 feet; thence departing last said northeasterly line North 81 degrees 15 minutes 44 seconds East 673.88 feet; thence North 02 degrees 19 minutes 18 seconds West 656.70 feet; thence North 87 degrees 42 minutes 23 seconds East 751.09 feet to a point on the southwesterly line of above said U.S. Survey 1669; thence North 27 degrees 55 minutes 20 seconds West along last said southwesterly line 2938.73 feet to a point on the East - West centerline of above said Fractional Section 12 and Section 11; thence South 89 degrees 18 minutes 27 seconds West along last said centerline 998.95 feet to a point on the easterly line of Post Road as now established; thence along last said easterly line the following courses and distances; thence North 04 degrees 17 minutes 40 seconds West 183.91 feet; thence North 00 degrees 35 minutes 40 seconds West 1821.77 feet to a point on the southerly line of a tract of land as conveyed to Fischer & Frichtel, Inc. by instrument recorded in Deed Book 1013 Page 294 of the above said Recorder's Office; thence along the southerly and easterly lines of last said Fischer and Frichtel, Inc. tract the following courses and

distances; thence North 89 degrees 24 minutes 34 seconds East 728.47 feet; thence North 08 degrees 19 minutes 33 seconds West 637.97 feet to a point on the southerly line of Missouri State Highway "N", said point being located thirty (30) feet perpendicular distance southerly of the centerline of above said Missouri State Highway "N"; thence along last said southerly line the following courses and distances; thence South 89 degrees 55 minutes 53 seconds East 113.44 feet; thence South 00 degrees 04 minutes 08 seconds West 5.00 feet; thence South 89 degrees 55 minutes 53 seconds East 400.00 feet; thence North 00 degrees 04 minutes 08 seconds East 5.00 feet; thence South 89 degrees 55 minutes 53 seconds East 300.00 feet; thence South 00 degrees 04 minutes 08 seconds West 10.00 feet; thence South 89 degrees 55 minutes 53 seconds East 300.00 feet; thence North 00 degrees 04 minutes 08 seconds East 10.00 feet; thence South 89 degrees 55 minutes 53 seconds East 1500.00 feet; thence South 00 degrees 04 minutes 08 seconds West 5.00 feet; thence South 89 degrees 55 minutes 53 seconds East 82.84 feet to a point on the easterly line of a tract of land as conveyed to Dardenne Presbyterian Church by instrument recorded in Book 1352 Page 1775 of the above said Recorder's Office; thence South 00 degrees 01 minutes 28 seconds East along last said easterly line 588.37 feet to a point on the southerly line of above said Dardenne Presbyterian Church Tract; thence along last said southerly and along the southerly line of a tract of land as conveyed to Dardenne Presbyterian Church by instrument recorded in Book 927 Page 916 of the above said Recorder's Office South 89 degrees 46 minutes 29 seconds East 795.28 feet to a point on the westerly line of a tract of land as conveyed to The Jones Company Custom Homes, Inc. by instrument recorded in Book 1763 Page 1451 of the above said Recorder's Office; thence along the westerly and southerly line of above said The Jones Company Custom Homes, Inc. tract the following courses and distances; thence 00 degrees 03 minutes 04 seconds East 820.49 feet; thence North 89 degrees 50 minutes 21 seconds East 1104.59 feet to a point on the westerly line of a tract of land as conveyed to Southwestern Bell Telephone Company by instrument recorded in Book 866 Page 536 of the above said Recorder's Office; thence along the westerly and southerly lines of above said Southwestern Bell Telephone Company tract the following courses and distances; thence South 00 degrees 56 minutes 56 seconds East 600.06 feet; thence North 89 degrees 50 minutes 28 seconds East 659.98 feet to a point on the westerly line of Bates Road, 30 feet wide; thence along last said westerly line the following courses and distances; thence South 00 degrees 55 minutes 19 seconds East 1962.39 feet; thence South 89 degrees 41 minutes 12 seconds West 10.00 feet; thence South 00 degrees 55 minutes 19 seconds East 873.75 feet; thence South 28 degrees 01 minutes 00 seconds East 1189.46 feet to a point on the northwesterly line of a tract of land as conveyed to Robert S. and Marie Janet Parnas by instrument recorded in Book 654 Page 420 of the above said Recorder's Office; thence along the northwesterly, southwesterly and southeasterly lines of above said Parnas tract the following courses and distances; thence South 85 degrees 26 minutes 54 seconds West 882.49 feet; thence South 28 degrees 01 minutes 00 seconds East 927.63 feet; thence North 85 degrees 26 minutes 54 seconds East 882.49 feet to a point on the southwesterly line of Bates Road variable width; thence along last said southwesterly line and the southerly line of last said Bates Road the following courses and distances; thence South 28 degrees 01 minutes 00 seconds East 424.13 feet; thence North 80 degrees 59 minutes 53 seconds East 497.22 feet to a point on the westerly line of a tract of land as conveyed to James and Norma Stolz by instrument recorded in Book 1690 Page 694 of the above said Recorder's Office; thence along last said westerly line and the westerly line of a tract of land as conveyed to Robert and Virginia Lall by instrument recorded in Book 835 Page 251 of the above said Recorder's Office South 01 degrees 06 minutes 20 seconds East 3717.05 feet to the Point of Beginning and containing 39,047,533 square feet or 896.408 acres more or less.

LEGAL DESCRIPTION OF McEAGLE PROPERTY

(84.06 Acres - Formerly Rabb Property)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at a point on the northeastern right-of-way line of U.S. Highway 40/61, said point also marking the southwesternmost corner of North Hampton Woods, per the plat recorded in Plat Book 34, Page 69 of the St. Charles County, Missouri Records; thence along the most southern line of said North Hampton Woods South 76°45'56" East a distance of 961.12 feet to a point, said point being the southeastern corner of said North Hampton Woods and also being a point on the western line of Valley View Subdivision per the plat recorded in Plat Book 6, Page 87 of the said St. Charles County, Missouri Records; thence along the exterior of said Valley View Subdivision the following courses: South 15°32'56" East a distance of 39.74 feet to a point; thence North 77°42'13" East a distance of 945.66 feet to a point; thence North 03°08'46" East a distance of 827.64 feet to a point, said point being a point on the southern line of the corrected plat of Martell Subdivision, per the plat recorded in Plat Book 8, Page 24 of the said St. Charles County, Missouri Records; thence along the said southern line North 80°48'04" East a distance of 203.70 feet to a point being the southeast corner of said corrected plat and also being a point on the western line of property now or formerly of Novus Property Holdings, L.L.C., per the deed recorded in Book 1953, Page 429 of the St. Charles County, Missouri Records; thence along said western line of said Novus property the following courses: South 17°16'16" East a distance of 870.23 feet to a point; thence South 01°37'36" West a distance of 1088.37 feet to a point; thence South 08°38'47" East a distance of 430.05 feet to a point; thence South 03°12'43" East a distance of 558.75 feet to a point; thence South 81°41'42" East a distance of 222.03 feet to a point, said point being a point on the western line of property now or formerly of Maschmeyer et.al, per the deed recorded in Book 1870, Page 1869 of the said St. Charles County, Missouri Records; thence along the western line of said Maschmeyer property the following courses: South 27°37'57" West a distance of 247.67 feet to a point; thence South 17°07'48" West a distance of 149.57 feet to a point; thence North 86°41'44" West a distance of 221.47 feet to a point; thence South 08°35'50" East a distance of 205.50 feet to a point, said point being a point on the northern line of property now or formerly of Casten, per the deed recorded in Book 986, Page 1 of the said St. Charles County, Missouri Records; thence North 85°48'46" West a distance of 210.60 feet to a point on the northeastern line of Missouri State Highway 40/61; thence along the northeastern line of said Highway 40/61 the following courses: North 37°21'19" West a distance of 1085.27 feet to a point; thence North 63°54'08" West a distance of 111.78 feet to a point; thence North 37°21'19" West a distance of 2211.10 feet back to the POINT OF BEGINNING and containing 3,661,705 square feet or 84.06 acres, according to a survey by Pickett, Ray & Silver, Inc. in July, 1997.

(45.50 Acres - Formerly Ostoski Property)

A tract of land being part of Fractional Section 13 in Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at a point marking the intersection of the southwestern line of U.S. Survey 1669 with the northern line of U.S. Survey 1641, said point also being the southwestern corner of property now or formerly of Travis, per the deed recorded in Book 1210, Page 853 and also being a point on the North line of the corrected plat of Martel Subdivision per the plat recorded in

Plat Book 8, Page 24 of the said St. Charles County, Missouri records; thence along the northern line of said U.S. Survey 1641, also being the northern line of said corrected plat of Martel Subdivision South $81^{\circ}14'21''$ West a distance of 1015.54 feet to a point, said point being the southeastern corner of property now or formerly of Dorais, per the deed recorded in Book 224, Page 241 of the St. Charles County, Missouri Records; thence along the said Dorais property the following courses: North $19^{\circ}40'45''$ West a distance of 763.51 feet to a point; thence South $88^{\circ}10'05''$ West a distance of 237.09 feet to a point; thence South $47^{\circ}39'12''$ West a distance of 278.75 feet to a point, said point being a point on the northeastern right-of-way line of Highway 40/61; thence along the said northeastern right-of-way line the following courses: North $37^{\circ}19'58''$ West a distance of 799.18 feet to a point; thence North $52^{\circ}39'35''$ East a distance of 5.00 feet to a point; thence North $37^{\circ}20'25''$ West a distance of 110.00 feet to a point; thence South $52^{\circ}39'35''$ West a distance of 5.00 feet to a point; thence North $37^{\circ}19'58''$ West a distance of 182.34 feet to a point, said point being the southwestern corner of property now or formerly of Novus Property Holdings, L.L.C., per the deed recorded in Book 1953, Page 529 of the St. Charles County, Missouri Records; thence along the line of said Novus Property Holdings, L.L.C. North $81^{\circ}46'13''$ East a distance of 1605.04 feet to a point, said point being a corner of the said Novus Property Holdings and also being a point on the southwestern line of U.S. Survey 1669; thence along said line South $27^{\circ}55'20''$ East a distance of 1659.76 feet back to the POINT OF BEGINNING and containing 1,981,886 square feet or 45.50 acres more or less.

LEGAL DESCRIPTION OF WR LAND

(Residential Area 1 - 160.25 Acres)

A tract of land being part of U.S. Survey 1641 in Township 46 North, Range 3 East of the 5th Principal Meridian, St. Charles County, Missouri and part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point, said point being the northwest corner of property conveyed to Enloe Construction Company per the deed recorded in Book 1300, Page 1324 of the said Records; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a northern corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; thence South 31° 01' 43" West, a distance of 211.78 feet to a point, said point being a point on the eastern line of property now or formerly of McEagle - O'Fallon, L.C. per the deed recorded in Book 1965, Page 290 of the said St. Charles County, Missouri records; thence along the eastern line of said McEagle property the following courses: North 80° 31' 49" West, a distance of 222.03 feet to a point; thence North 02° 02' 50" West, a distance of 558.75 feet to a point; thence North 07° 28' 54" West, a distance of 430.05 feet to a point; thence North 02° 47' 32" East, a distance of 1088.37 feet to a point; thence North 16° 06' 22" West, a distance of 104.79 feet to a point on the eastern line of the circumventual roadway; thence along a curve to the left having a radius of 1030.00 feet, an arc length of 508.27 feet, the chord of which bears North 34° 20' 51" East, a chord distance of 503.13 feet to a point of tangency; thence North 20° 12' 38" East, a distance of 246.19 feet to a point of curvature; thence along a curve to the left having a radius of 830.00 feet, an arc length of 716.64 feet, the chord of which bears North 04° 31' 28" West, a chord distance of 694.59 feet to a point of reverse curvature; thence along a curve to the right having a radius of 25.00 feet, an arc length of 39.05 feet, the chord of which bears North 15° 29' 04" East, a chord distance of 35.20 feet to a point of tangency; thence North 60° 13' 42" East, a distance of 95.03 feet; thence North 57° 21' 58" East, a distance of 210.27 feet to a point of curvature; thence along a curve to the right having a radius of 422.26 feet, an arc length of 116.00 feet, the chord of which bears North 65° 14' 08" East, a chord distance of 115.63 feet to a point of compound curvature; thence along a curve to the right having a radius of 620.00 feet, an arc length of 97.86 feet, the chord of which bears North 77° 37' 38" East, a chord distance of 97.76 feet to a point of tangency; thence continuing along the south line of said roadway, North 82° 08' 57" East, a distance of 779.12 feet to an angle point in the western and southern line of Bates Road; thence along the southern line of Bates Road, North 82° 08' 57" East, a distance of 497.17 feet to a point, said point being the northwest corner of property now or formerly of Stolz per the deed recorded in Book 1690, Page 694 of the said St. Charles County, Missouri records; thence along the western line of said Stolz property and property now or formerly of Lall per the deed recorded

in Book 835, Page 251 of the said St. Charles County, Missouri records, South 00° 02' 40" West, a distance of 3717.29 feet back to the POINT OF BEGINNING and containing 6,980,353 square feet or 160.25 acres more or less.

(Residential Area 2 - 35.11 Acres)

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A tract of land being part of U.S. Survey 1641 and 1669 in Township 46 North, Ranges 2 & 3 East of the 5th Principal Meridian, St. Charles County, Missouri and part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a point on the west line of said Gerdes property and also being the northeast corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; thence South 31° 01' 43" West, a distance of 211.78 feet to a point, said point being a point on the eastern line of property now or formerly of McEagle - O'Fallon, L.C. per the deed recorded in Book 1965, Page 290 of the said St. Charles County, Missouri records; thence along the eastern line of said McEagle property the following courses: North 80° 31' 49" West, a distance of 222.03 feet to a point; thence North 02° 02' 50" West, a distance of 558.75 feet to a point; thence North 07° 28' 54" West, a distance of 430.05 feet to a point; thence North 02° 47' 32" East, a distance of 1088.37 feet to a point; thence North 16° 06' 22" West, a distance of 171.69 feet to a point on the northern line of the circumvential roadway and being the POINT OF BEGINNING of the tract of land herein described; thence along the eastern line of said McEagle property and the eastern line of the corrected plat of Martel Subdivision per the plat recorded in Plat Book 8, Page 24 of the said St. Charles County, Missouri records, North 16° 06' 22" West, a distance of 729.18 feet to a point, said point being an angle point in the eastern line of said corrected plat of Martel; thence continuing along said eastern line of the corrected plat of Martel Subdivision, North 49° 42' 43" West, a distance of 486.52 feet to a point, said point being the northeast corner of said corrected plat of Martel and also being the southeast corner of Elm Grove Subdivision per the plat recorded in Plat Book 6, Page 34 of the said St. Charles County, Missouri records; thence along the eastern line of the said Elm Grove Subdivision, North 07° 29' 34" West, a distance of 353.68 feet to the northeast corner of aforementioned Elm Grove; thence North 06° 12' 28" West, a distance of 531.26 feet to a point; thence North 31° 59' 24" West, a distance of 106.70 feet to a point; thence North 86° 45' 32" East, a distance of 195.24 feet to a point; thence North 26° 39' 09" West, a distance of 845.43 feet to a point; thence North 87° 17' 16" East, a distance of 620.84 feet to a point on the western line of the circumvential roadway through Winghaven; thence along the said western line of said circumvential roadway the following courses: South 00° 14' 58" West, a distance of 447.46 feet to a point of curvature; thence along a curve to the left having a radius of 830.00 feet, an arc length of 689.48 feet, the chord of which bears South 23° 32' 55" East, a chord distance of 669.83 feet to a point of reverse curvature; thence along a curve to the right having a radius of 770.00 feet, an arc length of 236.19 feet, the chord of which bears South 38° 33' 32" East, a chord distance of 235.26 feet to a point of tangency; thence South 29° 46' 18" East, a distance of 326.90 feet to a point of curvature; thence along a curve to the right having a

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radius of 770.00 feet, an arc length of 671.71 feet, the chord of which bears South 04° 46' 50" East, a chord distance of 650.62 feet to a point of tangency; thence South 20° 12' 38" West, a distance of 246.19 feet to a point of curvature; thence along a curve to the right having a radius of 970.00 feet, an arc length of 449.95 feet, the chord of which bears South 33° 29' 58" West, a chord distance of 445.93 feet back to the POINT OF BEGINNING and containing 1,529,557 square feet or 35.11 acres more or less.

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(Residential Area 3 - 38.31 Acres)

A tract of land being part of U.S. Surveys 1669 and 1641 in Township 46 North, Ranges 2 and 3 East, St. Charles County, Missouri and being part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office; thence along the said western line of Lall property and the western line of property now or formerly of Stolz per the deed recorded in Deed Book 1690, Page 694 of the said St. Charles County, Missouri records, North 00° 02' 40" East, a distance of 3717.29 feet to a point on the southern line of Bates Road (40' wide); thence along the said southern line of Bates Road, South 82° 08' 57" West, a distance of 497.17 feet to an angle point in the said Bates Road; thence along the western line of said Bates Road, North 26° 52' 37" West, a distance of 63.47 feet to a point on the northern line of the Bates connector road through said Winghaven and being the POINT OF BEGINNING of the tract of land herein described; thence along the northern line of said Bates connector roadway the following courses: South 82° 08' 57" West, a distance of 758.42 feet to a point of curvature; thence along a curve to the left having a radius of 680.00 feet, an arc length of 107.33 feet, the chord of which bears South 77° 37' 38" West, a chord distance of 107.22 feet to a point of compound curvature; thence along a curve to the left having a radius of 1060.16 feet, an arc distance of 185.30 feet, the chord of which bears South 68° 05' 53" West, a chord distance of 185.06 feet to a point of tangency; thence South 63° 05' 27" West, a distance of 155.44 feet to a point; thence South 60° 13' 42" West, a distance of 95.00 feet to a point of curvature; thence along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, the chord of which bears North 74° 46' 18" West, a chord distance of 35.36 feet to a point on the eastern line of the circumvential roadway through said Winghaven; thence along the eastern line of said circumvential roadway the following courses: North 29° 46' 18" West, a distance of 192.54 feet to a point of curvature; thence along a curve to the left having a radius of 830.00 feet, an arc length of 254.59 feet, the chord of which bears North 38° 33' 32" West, a chord distance of 253.60 feet to a point of reverse curvature; thence along a curve to the right having a radius of 770.00 feet, an arc length of 639.64 feet, the chord of which bears North 23° 32' 55" West, a chord distance of 621.41 feet to a point of tangency; thence North 00° 14' 58" East, a distance of 840.84 feet to a point of curvature; thence along a curve to the left having a radius of 830.00 feet, an arc length of 384.58 feet, the chord of which bears North 13° 01' 29" West, a chord distance of 381.15 feet to a point of tangency; thence North 26° 17' 56" West, a distance of 264.37 feet to a point of curvature; thence along a curve to the right having a radius of 370.00 feet, an arc length of 141.39 feet, the chord of which bears North 15° 21' 04" West, a chord distance of 140.54 feet to a point of tangency; thence North 04° 24' 12" West, a distance of 58.47 feet to a point of curvature; thence along a curve to the left having a radius of 430.00 feet, an arc length of 37.01 feet, the chord of which bears North 06° 52' 09" West, a chord distance of 37.00 feet to a point on a curve; thence leaving said eastern line of circumvential roadway and through the aforementioned U.S. Survey 1669 in Township 46 North, Range 2 East the following courses: North 04° 09' 09" West, a distance of 397.18 feet to a point; thence North 89° 46' 50" East, a distance of 260.70 feet to a point; thence South 04° 08' 13" East a distance of 493.59 feet

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to a point; thence South 29°49'21" East a distance of 500.39 feet to a point; thence South 14°02'30" East a distance of 41.17 feet to a point; thence South 11°28'48" West a distance of 34.66 feet to a point; thence South 03°33'29" West a distance of 62.15 feet to a point; thence South 42°21'10" East a distance of 40.38 feet to a point; thence South 53°31'46" East a distance of 621.21 feet to a point; thence South 72°36'14" East a distance of 81.78 feet to a point; thence South 06°43'36" East a distance of 92.54 feet to a point, said point being on the North line of property now or formerly of Parnas per the deed recorded in Book 654, Page 420 of the said St. Charles County, Missouri records; thence along the exterior of the said Parnas property the following courses: South 86° 35' 18" West, a distance of 565.27 feet to a point; thence South 26° 52' 37" East, a distance of 927.64 feet to a point; thence North 86° 35' 18" East, a distance of 882.49 feet to a point, said point being the southeast corner of said Parnas property and also being a point on the western line of the aforementioned Bates Road; thence along the western line of said Bates Road, South 26° 52' 37" East, a distance of 360.73 feet back to the POINT OF BEGINNING and containing 1,668,851 square feet or 38.31 acres.

(Residential Area 4 - 63.46 Acres)

A tract of land being part of U.S. Survey 1669 in Township 46 North, Ranges 2 and 3 East and Fractional Section 12 in Township 46 North, Range 2 East, St. Charles County, Missouri and being part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office; thence along the said western line of Lall property and the western line of property now or formerly of Stolz per the deed recorded in Deed Book 1690, Page 694 of the said St. Charles County, Missouri records, North 00° 02' 40" East, a distance of 3717.29 feet to a point on the southern line of Bates Road (40' wide); thence along the said southern line of Bates Road, South 82° 08' 57" West, a distance of 497.17 feet to an angle point in the said Bates Road; thence along the western line of said Bates Road, North 26° 52' 37" West, a distance of 2,538.86 feet to an angle point in the said western line of Bates Road; thence continuing along said western line of Bates Road North 00°14'19" East a distance of 875.91 feet to a point, said point being the POINT OF BEGINNING of the tract herein described; thence along the line between Golf-1 and Residential Area 4 the following courses: South 85°00'53" West a distance of 139.13 feet to a point; thence North 58°59'38" West a distance of 116.67 feet to a point; thence North 27°56'34" West a distance of 104.04 feet to a point; thence North 02°59'21" West a distance of 105.76 feet to a point; thence North 16°30'16" West a distance of 234.95 feet to a point; thence North 24°43'12" West a distance of 188.87 feet to a point; thence North 20°09'54" West a distance of 492.16 feet to a point; thence North 61°32'26" West a distance of 639.82 feet to a point; thence North 67°49'03" West a distance of 343.75 feet to a point; thence South 46°02'45" West a distance of 236.25 feet to a point of curvature; thence along a curve to the right having a radius of 275.00 feet, an arc distance of 189.19 feet, a chord of which bears South 65°45'18" West a chord distance of 185.49 feet to a point of tangency; thence South 85°27'51" West a distance of 59.86 feet to a point of curvature; thence along a curve to the left having a radius of 25.00 feet, an arc length of 37.75 feet, a chord of which bears South 42°12'06" West a chord distance of 34.27 feet to a point on the eastern line of Winghaven Drive and also being a point on a curve; thence along the eastern line of said Winghaven Drive, along a curve to the left having a radius of 800.00 feet, an arc distance of 97.03 feet, a chord of which bears North 04°32'09" West a chord distance of 96.97 feet to a point, said point being the southwestern corner of Golf-2; thence along the line between Residential Area 4 and Golf-2, leaving said Winghaven Drive the following courses: along a curve to the left having a radius of 25.00 feet, an arc distance of 37.75 feet a chord of

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which bears South 51°16'23" East a chord distance of 34.27 feet to a point of tangency; thence North 85°27'51" East a distance of 59.86 feet to a point of curvature; thence along a curve to the left having a radius of 225.00 feet, an arc distance of 154.80 feet, the chord of which bears North 65°45'18" East a chord distance of 151.76 feet to a point of tangency; thence North 46°02'45" East a distance of 109.81 feet to a point; thence North 86°04'47" West a distance of 118.18 feet to a point; thence North 23°38'16" West a distance of 71.61 feet to a point; thence North 00°43'17" West a distance of 651.99 feet to a point; thence North 39°18'01" West a distance of 582.84 feet to a point; thence South 89°59'59" West a distance of 360.62 feet to a point on a curve, said point also being a point on the eastern line of Winghaven Drive; thence along said eastern line of Winghaven Drive; thence along a curve to the right having a radius of 700.00 feet, an arc length of 238.59 feet, the chord of which bears North 08° 38' 16" West, a chord distance of 237.44 feet to a point of tangency; thence North 01° 07' 36" East, a distance of 34.41 feet to a point; thence leaving the said eastern line North 89° 59' 45" East, a distance of 795.52 feet to a point, said point being a point on the western line of property now or formerly of The Jones Company Custom Homes, Inc. per the deed recorded in Book 1763, Page 1451 of the said St. Charles County, Missouri records; thence along the western and southern lines of said Jones Company Custom Homes property the following courses: South 01° 09' 03" West, a distance of 280.81 feet to a point; thence South 89° 01' 12" East, a distance of 1105.09 feet to a point, said point being the northwest corner of property now or formerly of Southwestern Bell Telephone Company per the deed recorded in Book 866, Page 536 of the said St. Charles County, Missouri records; thence along the western and southern lines of said Southwestern Bell Telephone Company property the following courses: South 00° 11' 48" West, a distance of 659.96 feet to a point; thence South 89° 00' 34" East, a distance of 660.12 feet to a point on the western line of Bates Road (variable width); thence along the said western line of Bates Road the following courses: South 00° 14' 19" West, a distance of 1962.17 feet to a point; thence North 89° 45' 41" West, a distance of 10.00 feet back to the POINT OF BEGINNING and containing 2,764,344 square feet or 63.46 acres.

(Residential Area 5 - 4.38 Acres)

A tract of land being part of U.S. Survey 1669 in Township 46 North, Range 2 East, St. Charles County, Missouri and being part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office; thence along the said western line of Lall property and the western line of property now or formerly of Stolz per the deed recorded in Deed Book 1690, Page 694 of the said St. Charles County, Missouri records, North 00° 02' 40" East, a distance of 3717.29 feet to a point on the southern line of Bates Road (40' wide); thence along the said southern line of Bates Road, South 82° 08' 57" West, a distance of 497.17 feet to an angle point in the said Bates Road; thence along the western line of said Bates Road, North 26° 52' 37" West, a distance of 2,538.86 feet to an angle point in the western line of said Bates Road; thence continuing along said western line North 00°14'19" East a distance of 875.91 feet to a point of narrowing in the western line of said Bates Road; thence South 89°45'41" East a distance of 10.00 feet to a point; thence continuing along said western line North 00°14'19" East a distance of 1,962.17 feet to a point, said point being the southeastern corner of property now or formerly of Southwestern Bell Telephone Company, per the deed recorded in Book 866, Page 536 of the St. Charles County, Missouri Records; thence along the southern and western lines of said Southwestern Bell Telephone Company property the following courses: North 89°00'34" West a distance of 660.12 feet to a point; thence North 00°11'48" East a distance of 659.96 feet to a point, said point being the northwestern corner of said Southwestern Bell Telephone Company property and also being a

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point on the southern line of property now or formerly Jones Company Custom Homes per the deed recorded in Book 1763, Page 1451 of the said St. Charles County, Missouri Records; thence along the southern and the western lines of said Jones Company property the following courses: North 89°01'12" West a distance of 1,105.09 feet to a point; thence North 01°09'03" East a distance of 280.81 feet to a point on the said western line of the Jones Company property; thence leaving said Jones Company property, through property now or formerly of Novus, per the deed recorded in Book 1953, Page 429 South 89°59'45" West a distance of 795.52 feet to a point on the eastern line of Winghaven Drive; thence along the eastern line of Winghaven Drive South 01°07'36" West a distance of 34.41 feet to a point; thence along the eastern line of said Winghaven Drive, along a curve to the left having a radius of 700.00 feet, an arc distance of 453.54 feet, a chord of which bears South 17°26'04" East a chord distance of 445.64 feet to a point; thence across said Winghaven Drive South 54°00'15" West a distance of 100.00 feet to a point on the western line of said Winghaven Drive; said point being the POINT OF BEGINNING of the tract herein described; thence continuing along said western line the following courses: thence South 35°59'45" East a distance of 367.37 feet to a point of curvature; thence along a curve to the right having a radius of 700.00 feet, an arc distance of 255.19 feet, the chord of which bears South 25°33'07" East a chord distance of 253.78 feet to a point of tangency; thence South 15°06'30" East a distance of 391.04 feet to a point, said point being an eastern corner of Golf-3; thence leaving the said western line of Winghaven Drive, along the line between Residential Area 5 and Golf-3 the following courses: North 84°25'13" West a distance of 272.43 feet to a point; thence North 13°45'56" West a distance of 931.91 feet to a point; thence North 02°43'18" East a distance of 72.53 feet to a point, thence along a curve to the left having a radius of 800.00 feet, an arc distance of 118.17 feet, a chord of which bears South 31°45'51" East a chord distance of 118.06 feet back to the POINT OF BEGINNING and containing 190,717 square feet or 4.38 acres more or less.

(Residential Area 6 - 109.05 Acres)

A tract of land located in part of Fractional Sections 11 and 12 in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri, and being part of U.S. Survey 1669 in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri and part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point, said point being the northwest corner of property conveyed to Enloe Construction Company per the deed recorded in Book 1300, Page 1324 of the said Records; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a northern corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03

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feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 07° 29' 34" West along last said easterly line a distance of 353.68 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; thence South 82° 10' 45" West along last said common line a distance of 516.06 feet; thence departing last said common line North 25° 38' 56" West a distance of 209.74 feet to a point; thence South 82° 09' 02" West a distance of 744.19 feet to a point on the southwesterly line of above said U.S. Survey 1669; thence North 26° 46' 13" West along last said southwesterly line a distance of 1449.89 feet; thence continuing along the said southwestern line North 26° 45' 26" West a distance of 1106.72 feet to its point of intersection with the line between Sections 12 and 13; thence North 26° 46' 16" West along the last said southwestern line of U.S. Survey 1669 a distance of 2092.92 feet to a point, said point being the POINT OF BEGINNING of the tract of land herein described; thence continuing along the western line of said U.S. Survey 1669 and the eastern line of Fractional Section 12 and the eastern line of property as conveyed to L.A.D. Properties in Book 1859, Page 1399 of the aforementioned Records, North 26° 46' 16" West, a distance of 845.26 feet to a point, said point being the northeastern corner of said L.A.D. Properties property; thence through said Fractional Sections 11 and 12, along the north line of said L.A.D. Properties property, North 89° 32' 46" West, a distance of 998.94 feet to a point, said point being a point on the eastern line of Post Road; thence along the eastern line of said Post Road, North 03° 09' 23" West a distance of 183.86 feet to a point; thence North 00° 32' 36" East, a distance of 1821.19 feet to a point, said point being on the eastern line of said Post Road and also being the southwest corner of property now or formerly of Fischer & Frichtel, Inc. per the deed recorded in Book 1013, Page 294 of the said St. Charles County, Missouri records; thence along the southern line of said Fischer & Frichtel property, South 89° 26' 28" East, a distance of 529.98 feet to a point, said point being a point on the said southern line of the Fischer & Frichtel property and also being a corner between Golf-4 and Residential Area 6; thence along the line between Golf-4 and Residential Area 6 the following courses: South 29°13'01" West a distance of 368.49 feet to a point; thence South 01°01'56" West a distance of 320.00 feet to a point; thence South 88°58'04" East a distance of 870.65 feet to a point; thence along a curve to the left having a radius of 470.00 feet, an arc length of 34.36 feet, the chord of which bears North 24°37'36" East a chord distance of 34.35 feet to a point of tangency; thence North 22°31'56" East a distance of 214.90 feet to a point of curvature; thence along a curve to the right having a radius of 630.00 feet, an arc distance of 199.38 feet, the chord of which bears North 31°35'55" East a chord distance of 198.55 feet to a point of tangency; thence North 40°39'55" East a distance of 146.47 feet to a point of curvature; thence along a curve to the right having a radius of 430.00 feet, an arc distance of 244.95 feet, a chord of which bears North 56°59'03" East a chord distance of 241.65 feet to a point of reverse curvature; thence along a curve to the left having a radius of 25.00 feet, an arc distance of 38.71 feet, a chord of which bears North 28°56'53" East a chord distance of 34.96 feet to a point of compound curvature; thence along a curve to the left having a radius of 125.00 feet, an arc distance of 181.72 feet, a chord of which bears North 57°03'11" West a chord distance of 166.13 feet to a point of tangency; thence South 81°18'03" West a distance of 117.86 feet to a point of curvature; thence along a curve to the right having a radius of 175.00 feet, an arc distance of 94.74 feet, a chord of which bears North 83°11'22" West a chord distance of 93.59 feet to a point, said point being the point of intersection of the line between Golf-4 and Residential Area 6 and the eastern line of Residential Area 7; thence along the line between Residential Area 6 and Residential Area 7 North 25°47'41" East a distance of 50.13 feet to a point, said point being a point on the eastern line of the aforementioned Residential Area 7 and also being a point between Residential Area 6 and the Commercial Tract; thence along the line between Residential Area 6 and the Commercial Tract the following courses: along a curve to the left having a radius of 125.00 feet, an arc distance of 64.64 feet, the chord of which bears South 83°53'09" East a chord distance of 63.92 feet to a point of tangency; thence North 81°18'03" East a distance of 117.86 feet to a point of curvature; thence along a curve to the right having a radius of 175.00 feet, an

are distance of 260.52 feet, a chord of which bears South 56°03'03" East a chord distance of 237.12 feet to a point of reverse curvature; thence along a curve to the left having a radius of 25.00 feet, an arc distance of 32.93 feet, a chord of which bears South 51°08'25" East a chord distance of 30.60 feet to a point of tangency; thence South 88°52'41" East a distance of 128.42 feet to a point of curvature; thence along a curve to the right having a radius of 280.00 feet, an arc distance of 133.06 feet, a chord of which bears South 75°15'50" East a chord distance of 131.81 feet to a point of tangency; thence South 61°39'00" East a distance of 161.33 feet to a point of curvature; thence along a curve to the left having a radius of 220.00 feet, an arc distance of 104.53 feet, the chord of which bears South 75°15'42" East a chord distance of 103.55 feet to a point of tangency; thence South 88°52'24" East a distance of 902.17 feet to a point of curvature; thence along a curve to the left having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord of which bears North 46°07'36" East a chord distance of 35.36 feet to a point, said point being a point on the western line of Winghaven Drive with its intersection of a line between Residential Area 6 and the Commercial Area; thence along said western line of Winghaven Drive the following courses: South 01°07'36" West a distance of 481.36 feet to a point of curvature; thence along a curve to the left having a radius of 800.00 feet, an arc distance of 264.32 feet, a chord of which bears South 08°20'19" East a chord distance of 263.12 feet to a point on a curve, said point being on the line between Residential Area 6 and Golf-3; thence along the line between said Residential Area 6 and Golf-3 the following courses: South 27°08'28" West a distance of 144.07 feet to a point; thence South 15°20'11" West a distance of 83.99 feet to a point; thence South 04°10'54" West a distance of 453.25 feet to a point; thence South 47°08'57" West a distance of 107.88 feet to a point; thence North 79°28'50" West a distance of 119.54 feet to a point; thence North 24°53'07" West a distance of 267.91 feet to a point; thence North 68°28'37" West a distance of 134.91 feet to a point; thence South 85°25'43" West a distance of 106.53 feet to a point; thence North 54°21'15" West a distance of 95.96 feet to a point; thence North 26°21'24" West a distance of 661.86 feet to a point; thence North 48°40'51" West a distance of 603.48 feet to a point; thence North 34°46'44" West a distance of 185.38 feet to a point on a curve; thence along a curve to the left having a radius of 370.00 feet, an arc distance of 140.01 feet, a chord of which bears South 51°30'19" West a chord distance of 139.17 feet to a point of tangency; thence South 40°39'55" West a distance of 146.47 feet to a point of curvature; thence along a curve to the left having a radius of 570.00 feet, an arc distance of 180.39 feet, a chord of which bears South 31°35'55" West a chord distance of 179.64 feet to a point of tangency; thence South 22°31'56" West a distance of 128.09 feet to a point; thence South 47°21'02" East a distance of 135.91 feet to a point; thence South 33°21'04" East a distance of 1,730.26 feet to a point; thence South 56°38'56" West a distance of 1,193.01 feet back to the POINT OF BEGINNING and containing 4,750,094 square feet or 109.05 acres more or less.

(Residential Area 7 - 10.51 Acres)

A tract of land located in part of Fractional Section 12 in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri, and part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point, said point being the northwest corner of property conveyed to Enloe Construction Company per the deed recorded in

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Book 1300, Page 1324 of the said Records; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a northern corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; ; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03 feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 07° 29' 34" West along last said easterly line a distance of 353.68 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; thence South 82° 10' 45" West along last said common line a distance of 516.06 feet; thence departing last said common line North 25° 38' 56" West a distance of 209.74 feet to a point; thence South 82° 09' 02" West a distance of 744.19 feet to a point on the southwesterly line of above said U.S. Survey 1669; thence North 26° 46' 13" West along last said southwesterly line a distance of 1449.89 feet; thence continuing along the said southwestern line North 26° 45' 26" West a distance of 1106.72 feet to its point of intersection with the line between Sections 12 and 13; thence along the western line of said U.S. Survey 1669 and the eastern line of Fractional Section 12 and the eastern line of property as conveyed to L.A.D. Properties in Book 1859, Page 1399 of the aforementioned Records, North 26° 46' 16" West, a distance of 2,938.18 feet to a point, said point being the northeastern corner of said L.A.D. Properties property; thence through said Fractional Sections 11 and 12, along the north line of said L.A.D. Properties property, North 89° 32' 46" West, a distance of 998.94 feet to a point, said point being a point on the eastern line of Post Road; thence along the eastern line of said Post Road, North 03° 09' 23" West a distance of 183.86 feet to a point; thence North 00° 32' 36" East, a distance of 1,821.19 feet to a point, said point being on the eastern line of said Post Road and also being the southwest corner of property now or formerly of Fischer & Frichtel, Inc. per the deed recorded in Book 1013, Page 294 of the said St. Charles County, Missouri records; thence along the southern line of said Fischer & Frichtel property, South 89° 26' 28" East, a distance of 728.46 feet to a point, said point being the POINT OF BEGINNING of the herein described tract of land; thence along the East line of said Fischer & Frichtel property North 07° 11' 16" West, a distance of 635.13 feet to a point, said point being the northeast corner of said Fischer & Frichtel property and also being a point on the south line of Missouri Highway N; thence along the south line of said Missouri Highway N the following courses: South 89° 01' 39" East, a distance of 125.14 feet to a point; thence South 00° 58' 21" West, a distance of 5.00 feet to a point; thence South 89° 01' 39" East, a distance of 400.00 feet; thence North 00° 58' 21" East, a distance of 5.00 feet; thence South 89° 01' 39" East, a distance of 300.00 feet to a point; thence South 00° 58' 21" West, a distance of 10.00 feet to a point, said point being a point on the line between Residential Area 7 and the Commercial Area; thence along said line South 10° 10' 54" East a distance of 233.32 feet to a point; thence South 25° 47' 41" West a distance of 336.88 feet to a point, said point being a point on the line between said Residential Area 7 and Golf-4; thence along said line South 81° 17' 56" West a distance of 557.53 feet to a point; thence North 82° 50' 33" West a distance of 89.62 feet back to the POINT OF BEGINNING and containing 457,676 square feet or 10.51 acres more or less.

(Commercial Tract - 27.20 Acres)

A tract of land being located in part of Fractional Section 12 in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri as surveyed by Pickett, Ray & Silver, Registration No. LS-54-D during the month of October, 1997 and being more particularly described as follows:

COMMENCING at the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point, said point being the northwest corner of property conveyed to Enloe Construction Company per the deed recorded in Book 1300, Page 1324 of the said Records; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a northern corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; ; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03 feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 07° 29' 34" West along last said easterly line a distance of 353.68 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; thence South 82° 10' 45" West along last said common line a distance of 516.06 feet; thence departing last said common line North 25° 38' 56" West a distance of 209.74 feet to a point; thence South 82° 09' 02" West a distance of 744.19 feet to a point on the southwesterly line of above said U.S. Survey 1669; thence North 26° 46' 13" West along last said southwesterly line a distance of 1449.89 feet; thence continuing along the said southwestern line North 26° 45' 26" West a distance of 1106.72 feet to its point of intersection with the line between Sections 12 and 13; thence along the western line of said U.S. Survey 1669 and the eastern line of Fractional Section 12 and the eastern line of property as conveyed to L.A.D. Properties in Book 1859, Page 1399 of the aforementioned Records, North 26° 46' 16" West, a distance of 2,938.18 feet to a point, said point being the northeastern corner of said L.A.D. Properties property; thence through said Fractional Sections 11 and 12, along the north line of said L.A.D. Properties property, North 89° 32' 46" West, a distance of 998.94 feet to a point, said point being a point on the eastern line of Post Road; thence along the eastern line of said Post Road, North 03° 09' 23" West a distance of 183.86 feet to a point; thence North 00° 32' 36" East, a distance of 1,821.19 feet to a point, said point being on the eastern line of said Post Road and also being the southwest corner of property now or formerly of Fischer & Frichtel, Inc. per the deed recorded in Book 1013, Page 294 of the said St. Charles County, Missouri records; thence South 89°26'28" East, a distance of 728.46 feet to the southeast corner of said Fischer & Frichtel property; thence South 82°50'33" East, a distance of 89.62 feet; thence North 81°17'56" East, a distance of 557.53 feet; thence North 25°47'41" East, a distance of 80.50 feet to the POINT OF BEGINNING; thence North 25°47'41" East, a distance 256.38 feet; thence North 10°10'54" West, a distance 233.32 feet to a point on the southern line of State Highway N

Exhibit A-3

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variable width; thence along said line South 89°01'39" East, a distance of 65.33 feet; thence continuing along said line South 88°40'39" East, a distance of 234.43 feet; thence North 01°19'21" East, a distance of 10.00 feet; thence South 88°40'39" East, a distance of 1500.00 feet; thence South 01°19'21" West, a distance of 5.00 feet; thence South 88°40'39" East, a distance of 38.41 feet to a point of curvature of a curve to the right having a radius of 61.00 feet and an arc length of 80.63 feet, the chord of which bears South 17°41'41" East, a chord distance of 74.88 feet to a reverse curve to the left on the western right-of-way of Winghaven Drive 100 feet wide and having a radius of 1690.42 feet and an arc length of 561.84 feet, the chord of which bears South 10°38'54" West, a chord distance of 559.26 feet; thence continuing along said right-of-way South 01°07'36" West, a distance of 75.34 feet; thence to a point of curvature of a curve to the right having a radius of 25.00 feet and an arc length of 39.27 feet the chord of which bears South 46°07'36" West, a chord distance of 35.36 feet; thence North 88°52'24" West, a distance of 902.17 feet to a point of curvature of a curve to the right having a radius of 220.00 feet and an arc length of 104.53 feet the chord of which bears North 75°15'42" West, a chord distance of 103.55 feet; thence North 61°39'00" West, a distance of 161.33 feet to a point of curvature of a curve to the left having a radius of 280.00 feet and an arc length of 133.06 feet, the chord of which bears North 75°15'50" West, a chord distance of 131.81 feet; thence North 88°52'41" West, a distance of 128.42 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and an arc length of 32.93 feet, the chord of which bears North 51°08'25" West, a chord distance of 30.60 feet; thence continuing on a reverse curve to the left having a radius of 175.00 feet and an arc length of 260.52, the chord of which bears North 56°03'03" West, a chord distance of 237.12 feet; thence South 81°18'03" West, a distance of 117.86 feet to a point of curvature of a curve to the right having a radius of 125 feet and an arc length of 64.64 feet, the chord of which bears North 83°53'09" West, a chord distance of 63.92 feet back to the POINT OF BEGINNING. The above described tract contains 1,184,851 square feet or 27.20 acres.

EXHIBIT B
ARTICLES OF INCORPORATION
OF

BOOK 2012 PAGE 1634

WINGHAVEN MASTER ASSOCIATION
A MISSOURI NONPROFIT CORPORATION

HONORABLE REBECCA McDOWELL COOK
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

The undersigned,

Name

Address

Jane Byers

211 North Broadway,
Suite 3600
St. Louis, Missouri
63102-2750

being a natural person of the age of eighteen years or more and a citizen of the United States, for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act, hereby adopts the following Articles of Incorporation:

1. The name of the corporation is Winghaven Master Association.
2. This corporation is a mutual benefit corporation.
3. The period of duration of the corporation is perpetual.

4. The street address of the corporation's initial registered office in Missouri is _____, and the name of its initial registered agent at such address is _____.

5. The first Board of Directors shall be four (4) in number, their names and addresses being as follows:

Name

Address

6. The corporation is organized, and shall be operated, as a community improvement association. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its Members, Trustees, Directors, Officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. Any other provision of these Articles to the contrary notwithstanding, the corporation shall not carry on any other activities not permitted to be carried on by a corporation organized under the Missouri Nonprofit Corporation Act as now existing or hereafter amended.

7. The corporation shall have Members. Membership in the corporation shall be comprised of those persons and entities constituting the "Members", as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Recorder of St. Charles County, Missouri, on December __, 1997, as Document Number _____.

(the "Declaration"). The affairs of the corporation shall be managed by its Board of Directors. Members of the corporation shall have the power to vote in accordance with the Declaration. The number of Directors and their terms shall be as provided in the Bylaws, provided that there shall not be less than three Directors. The Directors of the corporation shall be elected in the manner described in the Bylaws.

8. The corporation shall have all the powers permitted a corporation that is a nonprofit corporation under the Missouri Nonprofit Corporation Act.

9. Bylaws of the corporation, consistent with these Articles, shall be adopted by the Board of Directors, and may be amended in the manner provided in the Bylaws. In the event of any conflict between the Bylaws, as amended from time to time, and these Articles, as amended from time to time, these Articles shall control. In the event of any conflict between the Declaration, as amended from time to time, and these Articles, as amended from time to time, the Declaration shall control.

10. These Articles may be amended by affirmative vote of a majority or more of the members of the Board of Directors (unless a greater percentage is required by law in regard to any vote).

11. Dissolution of the corporation shall be permitted upon approval of a plan of dissolution by the Board of Directors. Upon dissolution, the assets of the corporation shall be distributed in a manner not inconsistent with Missouri law.

12.

(a) The provisions of this Article shall constitute a contract between the corporation and each of its Directors and Officers made in consideration of such person's continued service to the corporation. The protection afforded to each Director or Officer by the provisions of this Article shall survive such person's term of office or employment. This Article may not be repealed, nor may the benefits to the Directors and Officers afforded hereby be diminished, except as to liability accruing in respect of acts or omissions occurring after the date of such repeal or modification.

(b) The corporation shall hold harmless and indemnify each Director and Officer to the fullest extent permitted by the provisions of Subsections 1 through 6 and 9 through 11 of Section 355.476, Missouri Revised Statutes, as amended (which Section, in its entirety, is hereinafter referred to as the "State Statute") or any other or additional statutory provisions which are hereafter adopted permitting such indemnification.

(c) The corporation may purchase and maintain for the benefit of each Director or Officer, as named insured or additional insured, a policy or policies of general comprehensive liability insurance (covering claims arising out of death, illness or injury or arising out of property loss or damage) and directors' and officers' liability insurance (covering claims arising out of wrongful acts or omissions) in respect of liabilities asserted against and/or incurred by its Directors and Officers in either such capacity or otherwise in the performance of their services for the corporation.

(d) In addition to the foregoing, and subject only to the exclusions set forth in section (e) of this Article, the corporation shall, to the fullest extent permitted by the provisions of Subsection 7 of the State Statute, hold harmless and indemnify each Director and Officer: (i) against any and all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Director or Officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the corporation) to which such Director or Officer is, was or at any time became a party, or is threatened to be made a party, by reason of the fact that such Director or Officer is, was or at any time becomes a Director, Officer, employee or agent of the corporation, or is or was serving or at any time serves at the request of the corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise; and (ii) otherwise to the fullest extent as may be provided to such Director or Officer by the corporation under the non-exclusivity provisions of the State Statute.

(e) No indemnity pursuant to section (d) of this Article shall be paid by the corporation: (i) except to the extent the aggregate of losses to be indemnified thereunder exceeds the amount of such losses for which the Director or Officer is indemnified either pursuant to section (b) of this Article or pursuant to any insurance of the type referred to in section (c) of this Article purchased and maintained by the corporation; (ii) in respect of remuneration paid to such Director or Officer if it shall be determined by a final decision of a court having jurisdiction in the matter that such remuneration was in violation of law; (iii) on account of such Director's or Officer's conduct which is finally adjudged by a court having jurisdiction in the matter to have been knowingly fraudulent, deliberately dishonest or willful misconduct; or (iv) if a final

decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.

(f) All agreements and obligations of the corporation contained in this Article shall continue during the period the Director or Officer is a Director or Officer of the corporation (or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as the Director or Officer shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that he or she was a Director or Officer of the corporation or was serving in any other capacity referred to in this Article.

(g) The corporation will pay, in advance of the final disposition of the action, suit or proceeding, all reasonable expenses of the Director or Officer incurred in defending any civil or criminal action, suit or proceeding against him or her, provided he or she shall have agreed to reimburse the corporation if and to the extent that it shall be ultimately determined that he or she is not entitled to be indemnified by the corporation for such expenses.

(h) If a corporation indemnifies or advances expenses to a Director under this Article, the corporation shall report the indemnification or advance in writing to the Members with or before the notice of the next meeting of Members.

Incorporator

STATE OF MISSOURI

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}
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SS.

BOOK 2012 PAGE 1637

I _____, a notary public, do hereby certify that on the _____ day of November, 1997, Jane Byers personally appeared before me and, being first duly sworn by me, acknowledged that she signed as her free act and deed the foregoing document as incorporator, and declared that the statements contained therein are true to her best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year written above.

Notary Public

My commission expires:

EXHIBIT C

LEGAL DESCRIPTION OF GOLF COURSE LAND

GOLF-1 - 52.75 ACRES

A tract of land being part of U.S. Survey 1669 in Township 46 North, Ranges 2 and 3 East, St. Charles County, Missouri as surveyed by Pickett, Ray and Silver Registration No. LS-54-D during the month of October, 1997 and being more particularly described as follows:

Commencing at the southeasterly corner of Monsanto Animal Agriculture Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records; said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251, of the above said Recorder's Office; thence along the said western line of Lall property and the western line of property now or formerly of James and Norma Stolz per the deed recorded in Deed Book 1690, Page 694, of the said St. Charles County, Missouri records, North 00° 02' 40" East, a distance of 3717.29 feet to a point on the southern line of Bates Road (40' wide); thence along the said southern line of Bates Road, South 82° 08' 57" West, a distance of 497.17 feet to an angle point in the said Bates Road; thence along the western line of said Bates Road, North 26° 52' 37" West, a distance of 424.20 feet to the southeast corner of property now or formerly of Robert S. and Marie Janet Parnas per the deed recorded in Book 654, Page 420, of the said Recorder's Office; thence along the exterior of the said Parnas property the following courses and distances: South 86° 35' 18" West, a distance of 882.49 feet; thence North 26° 52' 37" West, a distance of 927.64 feet; thence North 86° 35' 18" East, a distance of 565.27 feet to the POINT OF BEGINNING of the tract of land herein described; said point being the intersection of the line between Residential Area 3 and Golf-1 with the North line of said Parnas property; thence along said line North 06° 43' 36" West, 92.54 feet; thence North 72° 36' 14" West, 81.78 feet; thence North 53° 31' 46" West, 621.21 feet; thence North 42° 21' 10" West, 40.38 feet; thence North 03° 33' 29" East, 62.15 feet; thence North 11° 28' 48" East, 34.66 feet; thence North 14° 02' 30" West, 41.17 feet; thence North 29° 49' 21" West, 500.39 feet; thence North 04° 08' 13" West, 493.59 feet; thence North 04° 09' 52" West, 484.04 feet; thence along a curve to the left having a radius 300.00 feet, and an arc length of 226.28 feet the chord of which bears North 25° 46' 22" West a chord distance of 220.96 feet; thence North 47° 22' 53" West, 407.83 feet; thence North 47° 50' 33" West, 115.09 feet; thence North 52° 53' 03" West, 832.00 feet; thence South 85° 24' 05" West, 53.77 feet to the East right-of-way line of Winghaven Drive (100' wide); thence along a curve to the left having a radius of 800.00 feet and an arc length of 111.91 feet the chord of which bears North 02° 56' 46" East a chord distance of 111.81 feet; thence along a curve to the right having a radius of 25.00 feet and an arc length of 37.75 feet the chord of which bears North 42° 12' 06" East a chord distance of 34.27 feet; thence along the South right-of-way line of a street having a right-of-way width of 50 feet North 85° 27' 51" East, 59.86 feet; thence along a curve to the left having a radius of 275.00 feet and an arc length of 189.19 feet the chord of which bears North 65° 45' 18" East a chord distance of 185.49 feet, thence continuing along said South right-of-way North 46° 02' 45" East, 236.25 feet; thence South 67° 49' 03" East, 343.75 feet; thence South 61° 32' 26" East, 639.82 feet; thence South 20° 09' 54" East, 492.16 feet; thence South 24° 43' 12" East, 188.87 feet; thence South 16° 30' 16" East, 234.95 feet; thence South 02° 59' 21" East, 105.76 feet; thence South 27° 56' 34" East, 104.04 feet; thence South 58° 59' 38" East, 116.67 feet; thence North 85° 00' 53" East, 139.13 feet to the West right-of-way of Bates Road (40' wide) thence along the said West line of Bates Road South 00° 14' 19" West, 875.91 feet; thence South 26° 52' 37" East, 1187.02 feet to the Northeast corner of the aforesaid Parnas Tract; thence leaving said Bates Road along the North property line of said Parnas Tract South 86° 35'

18° West, 317.22 feet back to the POINT OF BEGINNING of Golf-1. The above described tract contains 2,297,789 square feet or 52.75 acres.

GOLF-2 - 9.88 ACRES

A tract of land being part of U.S. Survey 1669 in Township 46 North, Range 2 East, St. Charles County, Missouri as surveyed by Pickett, Ray and Silver Registration No. LS-54-D during the month of October, 1997 and being more particularly described as follows:

Commencing at the southeasterly corner of above said Monsanto Animal Agriculture Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251, of the above said Recorder's Office; thence along the said western line of Lall property and the western line of property now or formerly of James and Norma Stolz per the deed recorded in Deed Book 1690, Page 694, of the said St. Charles County, Missouri records, North 00° 02' 40" East, a distance of 3717.29 feet to a point on the southern line of Bates Road (40' wide); thence along the said southern line of Bates Road, South 82° 08' 57" West, a distance of 497.17 feet to an angle point in the said Bates Road; thence along the western line of said Bates Road, North 26° 52' 37" West, a distance of 424.20 feet to the southeast corner of property now or formerly of Robert S. and Marie Janet Parnas per the deed recorded in Book 654, Page 420, of the said Recorder's Office; thence along the exterior of the said Parnas property the following courses and distances: South 86° 35' 18" West, a distance of 882.49 feet; thence North 26° 52' 37" West, a distance of 927.64 feet; thence North 86° 35' 18" East, a distance of 565.27 feet to a point; thence North 06° 43' 36" West, 92.54 feet; thence North 72° 36' 14" West, 81.78 feet; thence North 53° 31' 46" West, 621.21 feet; thence North 42° 21' 10" West, 40.38 feet; thence North 03° 33' 29" East, 62.15 feet; thence North 11° 28' 48" East, 34.66 feet; thence North 14° 02' 30" West, 41.17 feet; thence North 29° 49' 21" West, 500.39 feet; thence North 04° 08' 13" West, 493.59 feet; thence North 04° 09' 52" West, 484.04 feet to a point of curvature of a curve to the left having a radius of 300.00 feet and an arc length of 226.28 feet the chord of which bears North 25° 46' 22" West a chord distance of 220.96 feet; thence North 47° 22' 53" West, 407.83 feet; thence North 47° 50' 33" West, 115.09 feet; thence North 52° 53' 03" West, 832.00 feet; thence South 85° 24' 05" West, 53.77 feet to a point on the East right-of-way of Winghaven Drive; thence along a curve to the left having a radius of 800.00 feet and an arc length of 208.93 feet the chord of which bears North 00° 31' 42" West, a chord distance of 208.34 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along the said East line of Winghaven Drive along a curve to the left having a radius of 800.00 feet and an arc length of 99.11 feet the chord of which bears North 11° 33' 33" West a chord distance of 99.04 feet; thence continuing along said East line of Winghaven Drive the following courses and distances; North 15° 06' 30" West, 468.31 feet; thence along a curve to the left having a radius of 800.00 feet and an arc length of 291.64 feet the chord of which bears North 25° 33' 07" West a chord distance of 290.03 feet; thence North 35° 59' 45" West, 367.37 feet; thence along a curve to the right having a radius of 700.00 feet and an arc length of 214.94 feet the chord of which bears North 27° 11' 57" West a chord distance of 214.10 feet; thence leaving said East right-of-way of Winghaven Drive North 89° 59' 59" East, 360.62 feet; thence South 39° 18' 01" East, 582.84 feet; thence South 00° 43' 17" East, 651.99 feet; thence South 23° 38' 16" East, 71.61 feet; thence South 86° 04' 47" East, 118.18 feet to a point on the North right-of-way line of a 50 foot wide street right-of-way; thence along said right-of-way South 46° 02' 45" West, 109.81 feet; thence along a curve to the right having a radius of 225.00 feet and an arc length of 154.80 feet the chord of which bears South 65° 45' 18" West a chord distance of 151.76 feet; thence continuing along said right-of-way South 85° 27' 51" West, 59.86 feet; thence continuing along said right-of-way along a curve to the right having a radius of 25.00 feet and an arc length of 37.75 feet the chord of which bears North 51° 16' 23" West the chord distance of 34.27 feet back of to the POINT OF BEGINNING of Golf-2. The above described tract contains 430,584 square feet or 9.88 acres.

Exhibit C

Page 2

A tract of land located in part of Fractional Section 12 and part of U.S. Survey 1669, in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri and being also part of the Monsanto Animal Agricultural Farm as surveyed by Pickett, Ray & Silver, Registration No. LS-54-D during the Month of October, 1997 and being more particularly described as follows:

Commencing at the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point, said point being the northwest corner of property conveyed to Enloe Construction Company per the deed recorded in Book 1300, Page 1324 of the said Records; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a northern corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03 feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 07° 29' 34" West along last said easterly line a distance of 353.68 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; thence South 82° 10' 45" West along last said common line a distance of 516.06 feet; thence departing last said common line North 25° 38' 56" West a distance of 209.74 feet to a point; thence South 82° 09' 02" West a distance of 744.19 feet to a point on the southwesterly line of above said U.S. Survey 1669; thence North 26° 46' 13" West along last said southwesterly line a distance of 1449.89 feet; thence continuing along the said southwestern line North 26° 45' 26" West a distance of 1106.72 feet to its point of intersection with the line between Sections 12 and 13; thence North 26° 46' 16" West along the last said southwesterly line of U.S. Survey 1669, a distance of 1511.34 feet to the POINT OF BEGINNING of Golf-3 herein described; thence continuing along said southwesterly line of U.S. Survey 1669 North 26° 46' 16" West, a distance of 581.58 feet; thence North 56° 38' 56" East, 1193.01 feet; thence North 33° 21' 04" West, 1730.26 feet; thence North 47° 21' 02" West, 135.91 feet to a point on the southeasterly line of a fifty foot wide street right-of-way; thence along said right-of-way the following courses and distances: North 22° 31' 56" East, 128.09 feet to a point of curvature of a curve to the right having a radius of 570.00 feet and an arc length of 180.39 feet; the chord of which bears North 31° 35' 55" East a chord distance of 179.64 feet; thence North 40° 39' 55" East, 146.47 feet to a point of curvature of a curve to the right having a radius of 370.00 feet and an arc length of 140.01 feet; the chord of which bears North 51° 30' 19" East a chord distance of 139.17 feet; thence South 34° 46' 44" East, 185.38 feet; thence South

Exhibit C

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48° 40' 51" East, 603.48 feet; thence South 26° 21' 24" East, 661.86 feet; thence South 54° 21' 15" East, 95.96 feet; thence North 85° 25' 43" East, 106.53 feet; thence South 68° 28' 37" East, 134.91 feet; thence South 24° 53' 07" East, 267.91 feet; thence South 79° 28' 50" East, 119.54 feet; thence North 47° 08' 57" East, 107.88 feet; thence North 04° 10' 54" East, 453.25 feet; thence North 15° 20' 11" East, 83.99 feet; thence North 27° 08' 28" East, 144.07 feet to a point on the West side of Winghaven Drive (100' wide); thence along said West side of Winghaven Drive along a curve to the left having a radius of 800.00 feet and an arc length of 135.84 feet; the chord of which bears South 22° 40' 06" East a chord distance of 135.68 feet; thence South 02° 43' 18" West, 72.53 feet; thence South 13° 45' 56" East, 931.91 feet; thence South 84° 25' 13" East, 272.43 feet to a point on the West side of said Winghaven Drive; thence continuing along said West side South 15° 06' 30" East, a distance of 77.27 feet; thence continuing along said West side along a curve to the right having a radius of 700.00 feet and an arc length of 448.12 feet the chord of which bears South 03° 13' 52" West a chord distance of 440.50 feet; thence South 21° 34' 14" West, 377.62 feet to a point of curvature of a curve to the left having a radius of 800.00 feet and an arc length of 287.03 feet; the chord of which bears South 11° 17' 32" West a chord distance of 285.49 feet; thence South 01° 00' 50" West 725.26 feet to a point of curvature of a curve to the right having a radius of 450.00 feet and an arc length of 454.50 feet the chord of which bears South 29° 56' 54" West a chord distance of 435.43 feet to a point of curve; thence along a curve to the right having a radius of 25537.45 feet an arc distance of 377.71 feet, the chord of which bears South 59° 18' 23" West a chord distance of 377.71 feet to a point; thence South 59° 43' 48" West a distance of 196.65 feet to a point; thence leaving said Winghaven Drive right-of-way North 70° 25' 44" West, 76.82 feet; thence North 64° 14' 55" West, 84.94 feet; thence North 28° 46' 28" West, 296.72 feet; thence North 70° 25' 57" West, 101.75 feet; thence North 27° 30' 58" West, 476.26 feet; thence North 60° 05' 18" West, 334.04 feet; thence North 47° 43' 38" West, 465.03 feet back to the POINT OF BEGINNING. The above described tract contains 5,717,421 square feet or 131.25 acres.

GOLF-4 - 16.11 ACRES

A tract of land located in part of Fractional Section 12 in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri, as Surveyed by Pickett, Ray and Silver Registration No. LS-54-D during the month of October, 1997 and being more particularly described as follows:

COMMENCING at the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point, said point being the northwest corner of property conveyed to Enloe Construction Company per the deed recorded in Book 1300, Page 1324 of the said Records; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a northern corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8

Exhibit C

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Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03 feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 07° 29' 34" West along last said easterly line a distance of 353.68 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; thence South 82° 10' 45" West along last said common line a distance of 516.06 feet; thence departing last said common line North 25° 38' 56" West a distance of 209.74 feet to a point; thence South 82° 09' 02" West a distance of 744.19 feet to a point on the southwesterly line of above said U.S. Survey 1669; thence North 26° 46' 13" West along last said southwesterly line a distance of 1449.89 feet; thence continuing along the said southwestern line North 26° 45' 26" West a distance of 1106.72 feet to its point of intersection with the line between Sections 12 and 13; thence along the western line of said U.S. Survey 1669 and the eastern line of Fractional Section 12 and the eastern line of property as conveyed to L.A.D. Properties in Book 1859, Page 1399 of the aforementioned Records, North 26° 46' 16" West, a distance of 2,938.18 feet to a point, said point being the northeastern corner of said L.A.D. Properties property; thence through said Fractional Sections 11 and 12, along the north line of said L.A.D. Properties property, North 89° 32' 46" West, a distance of 998.94 feet to a point, said point being a point on the eastern line of Post Road; thence along the eastern line of said Post Road, North 03° 09' 23" West a distance of 183.86 feet to a point; thence North 00° 32' 36" East, a distance of 1,821.19 feet to a point, said point being on the eastern line of said Post Road and also being the southwest corner of property now or formerly of Fischer & Frichtel, Inc. per the deed recorded in Book 1013, Page 294 of the said St. Charles County, Missouri records; thence along the southern line of said Fischer & Frichtel property, South 89° 26' 28" East, a distance of 529.98 feet to a point, said point being the POINT OF BEGINNING of the herein described Golf-4; thence continuing along said southern line of Fischer & Frichtel South 89° 26' 28" East, a distance of 198.48 feet to a point at the southeastern corner of said Fischer & Frichtel property; thence South 82° 50' 33" East, a distance of 89.62 feet; thence North 81° 17' 56" East, a distance of 557.53 feet; thence North 25° 47' 41" East, a distance of 30.37 feet; thence along a curve to the left having a radius of 175.00 feet and an arc length of 94.74 feet; the chord of which bears South 83° 11' 22" East a chord distance of 93.59 feet; thence North 81° 18' 03" East, a distance of 117.86 feet to a point of curvature of a curve to the right having a radius of 125.00 feet and an arc length of 181.72 feet the chord of which bears South 57° 03' 11" East a chord distance of 166.13 feet; thence continuing on a curve to the right having a radius of 25.00 feet and an arc length of 38.71 feet the chord of which bears South 28° 56' 53" West a chord distance of 34.96 feet; thence continuing on a reverse curve along the northern line of a 60 foot wide right-of-way having a radius of 430.00 feet and an arc length of 244.95 feet the chord of which bears South 56° 59' 03" West a chord distance of 241.65 feet; thence continuing along said northern line of said right-of-way the following course and distance, South 40° 39' 55" West, a distance of 146.47 feet to a point of curvature of a curve to the left, having a radius of 630.00 feet and an arc length of 199.38 feet the chord of which bears South 31° 35' 55" West a chord distance of 198.55 feet; thence continuing along said right-of-way South 22° 31' 56" West, a distance of 214.90 feet to a point of curvature of a curve to the right having a radius of 470.00 feet and an arc length of 34.36 feet the chord of which bears South 24° 37' 36" West a chord distance of 34.35 feet; thence leaving said right-of-way North 88° 58' 04" West, a distance of 870.65 feet to a point; thence North 01° 01' 56" East, a distance of 320.00 feet; thence North 29° 13' 01" East, a distance of 368.49 feet to the POINT OF BEGINNING of Golf-4. The above described tract contains 701,800 square feet or 16.11 acres.

LEGAL DESCRIPTION OF NOVUS CAMPUS

(98.22 Acres)

A tract of land located in part of U.S. Survey 1669 in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri and part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West a distance of 975.06 feet to a point; thence South 01° 08' 00" West a distance of 36.95 feet to a point; thence North 84° 53' 00" West a distance of 224.47 feet to a point; thence North 88° 23' 00" West a distance of 469.26 feet to a point; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03 feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 07° 29' 34" West along last said easterly line a distance of 353.68 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; also being the POINT OF BEGINNING of the tract of land herein described; thence along the North line of said Elm Grove Subdivision South 82° 10' 45" West a distance of 516.06 feet to a point, said point being the southeast corner of property now or formerly of Helvers per the deed recorded in Deed Book 1861, Page 1954 of the St. Charles County, Missouri Records; thence along the East line of said Helvers property North 25° 38' 56" West a distance of 209.74 feet to the northeast corner thereof; thence along the North line of said Helvers property and property now or formerly of Queathem per the deed recorded in Book 448, Page 158 South 82° 09' 02" West a distance of 744.19 feet to a point, said point being the northwest corner of said Queathem, also being a point on the western line of U.S. Survey 1669; thence along the western line of said U.S. Survey 1669 North 26° 46' 13" West a distance of 1449.89 feet to a point; thence continuing along the said western line of U.S. Survey 1669, North 26° 45' 26" West, a distance of 794.94 feet to a point, said point being a point on the southern line of Winghaven Drive; thence along the said southern line of Winghaven Drive the following courses: North 58° 35' 06" East, a distance of 353.07 feet to a point; thence North 59° 43' 48" East, a distance of 392.61 feet to a point; thence along a curve to the left having a radius of 25637.45 feet, an arc distance of 379.19 feet, the chord of which bears North 59° 18' 23" East, a chord distance of 379.19 feet to a point; thence along a curve to the left having a radius of 550.00, an arc distance of 248.41 feet, the chord of which bears North 45° 56' 38" East, a chord distance of

246.30 feet to a point; thence leaving said Winghaven Drive along the eastern line of Novus Campus the following courses: South $43^{\circ}35'26''$ East a distance of 393.28 feet to a point; thence North $35^{\circ}07'13''$ East a distance of 154.07 feet to a point; thence South $85^{\circ}18'01''$ East a distance of 385.07 feet to a point; thence South $17^{\circ}43'29''$ East a distance of 728.04 feet to a point; thence South $06^{\circ}26'38''$ West a distance of 227.50 feet to a point; thence South $83^{\circ}04'16''$ West a distance of 40.16 feet to a point; thence South $01^{\circ}50'25''$ East a distance of 268.37 feet to a point; thence South $26^{\circ}39'09''$ East a distance of 845.43 feet to a point; thence South $86^{\circ}45'32''$ West a distance of 195.24 feet to a point; thence South $31^{\circ}59'24''$ East a distance of 106.70 feet to a point; thence South $06^{\circ}12'28''$ East a distance of 531.26 feet back to the POINT OF BEGINNING and containing 98.22 acres.

EXHIBIT D-2

LEGAL DESCRIPTION OF THE OFFICE AND RESEARCH PARK AT WINGHAVEN

(Parcel 1 - 38.25 Acres)

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at a point on the eastern line of Winghaven Drive at its point of intersection with the southern line of Golf-1, said point bears North 24°04'25" West a distance of 8704.05 feet from the southeasterly corner of the Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof, recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records; thence leaving said eastern line of Winghaven North 85°24'05" East a distance of 53.77 feet to a point; thence South 52°53'03" East a distance of 832.00 feet to a point; thence South 47°50'33" East a distance of 115.09 feet to a point; thence South 47°22'53" East a distance of 407.83 feet to a point of curvature; thence along a curve to the right having a radius of 300.00 feet, an arc length of 226.28 feet, the chord of which bears South 25°46'22" East, a chord distance of 220.96 feet to a point; thence South 04°09'52" East a distance of 484.04 feet to a point; thence South 89°46'50" West a distance of 260.70 feet to a point; thence South 04°09'09" East a distance of 397.18 feet to a point on a curve on the northern line of circumvential roadway; thence along the said northern line of circumvential roadway the following courses; along a curve to the left having a radius of 430.00 feet, an arc length of 577.35 feet the chord of which bears North 47°47'43" West, a chord distance of 534.95 feet to a point of tangency; thence North 86°15'36" West, a distance of 425.93 feet to a point of curve; thence along a curve to the right having a radius of 450.00 feet, an arc distance of 22.48 feet the chord of which bears North 84°49'43" West, a chord distance of 22.48 feet to a point of tangency; thence North 83°23'51" West, a distance of 282.31 feet to a point of curve; thence along a curve to the left having a radius of 550.00 feet, an arc distance of 53.65 feet the chord of which bears North 86°11'31" West, a chord distance of 53.63 feet to a point of tangency; thence North 88°59'10" West, a distance of 49.61 feet to a point of curve; thence along a curve to the right having a radius of 25.00 feet, an arc distance of 39.27 feet the chord of which bears North 43°58'26" West, a chord distance of 35.36 feet to a point on the eastern line of Winghaven Drive; thence along the said eastern line of said Winghaven Drive the following courses; North 01°00'50" East a distance of 725.26 feet to a point of curvature; thence along a curve to the right having a radius of 700.00 feet, an arc length of 251.15 feet, the chord of which bears North 11°17'32" East a chord distance of 249.80 feet to a point; thence North 21°34'14" East a distance of 377.62 feet to a point of curvature; thence along a curve to the left having a radius of 800.00 feet, an arc length of 204.09 feet, the chord of which bears North 14°15'44" East a chord distance of 203.54 feet back to the POINT OF BEGINNING and containing 38.25 acres.

(Parcel 2 - 24.11 Acres)

A tract of land being part of U.S. Survey 1669 in Township 46 North, Ranges 2 & 3 East of the 5th Principal Meridian, St. Charles County, Missouri and part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Durdene Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a point on the west line of said Gerdes property and also being the northeast corner of property now or formerly of Maschmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maschmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; thence South 31° 01' 43" West, a distance of 211.78 feet to a point, said point being a point on the eastern line of property now or formerly of McEagle - O'Fallon, L.C. per the deed recorded in Book 1965, Page 290 of the said St. Charles County, Missouri records; thence along the eastern line of said McEagle property the following courses: North 80° 31' 49" West, a distance of 222.03 feet to a point; thence North 02° 02' 50" West, a distance of 558.75 feet to a point; thence North 07° 28' 54" West, a distance of 430.05 feet to a point; thence North 02° 47' 32" East, a distance of 1088.37 feet to a point; thence North 16° 06' 22" West, a distance of 171.69 feet to a point on the northern line of the circumventual roadway; thence along the eastern line of said McEagle property and the eastern line of the corrected plat of Martel Subdivision per the plat recorded in Plat Book 8, Page 24 of the said St. Charles County, Missouri records, North 16° 06' 22" West, a distance of 729.18 feet to a point, said point being an angle point in the eastern line of said corrected plat of Martel; thence continuing along said eastern line of the corrected plat of Martel Subdivision, North 49° 42' 43" West, a distance of 486.52 feet to a point, said point being the northeast corner of said corrected plat of Martel and also being the southeast corner of Elm Grove Subdivision per the plat recorded in Plat Book 6, Page 34 of the said St. Charles County, Missouri records; thence along the eastern line of the said Elm Grove Subdivision, North 07° 29' 34" West, a distance of 353.68 feet to the northeast corner of aforementioned Elm Grove; thence North 06° 12' 28" West, a distance of 531.26 feet to a point; thence North 31° 59' 24" West, a distance of 106.70 feet to a point; thence North 86° 45' 32" East, a distance of 195.24 feet to a point; thence North 26° 39' 09" West, a distance of 845.43 feet to a point and being the POINT OF BEGINNING of the tract herein described; thence through the property of Novus Property Holdings, per deed recorded in Book 1953, Page 429 the following courses; North 01° 50' 25" West, a distance of 268.37 feet to a point; thence North 83° 04' 16" East, a distance of 40.16 feet to a point; thence North 06° 26' 38" East, a distance of 227.50 feet to a point; thence North 17° 43' 29" West, a distance of 728.04 feet to a point; thence North 85° 18' 01" West, a distance of 385.07 feet to a point; thence South 35° 07' 13" West, a distance of 154.07 feet to a point; thence North 43° 35' 26" West, a distance of 393.28 feet to a point on a curve on the eastern line of Wingham Drive; thence along the eastern line of Wingham Drive along a curve to the left having a radius of 550.00 feet, an arc distance of 201.26 feet the chord of which bears North 22° 31' 21" East, a chord distance of 200.14 to a point of reverse curve, said point also being a point on the southern line of the circumventual roadway through Wingham; thence along said line along a curve to the right having a radius of 25.00 feet, an arc distance of 34.46 feet the chord of which bears North 51° 31' 36" East, a chord distance of 31.80 to a point of tangency; thence South 88° 59' 10" East, a distance of 60.22 feet to a point of curve; thence along a curve to the right having a radius of 450.00 feet, an arc distance of 43.89 feet the chord of which bears South 86° 11' 31" East, a chord distance of 43.88 to a point of tangency; thence South 83° 23' 51" East, a distance of 282.31 feet to a point of curve; thence along a curve to the left having a radius of 550.00, an arc distance of 27.48 the chord of which bears South 84° 49' 43" East, a chord distance of 27.47 to a point of tangency; thence South 86° 15' 36" East, a distance of 425.93 feet to a point of curve; thence along a curve to the right having a radius of 330.00 feet, an arc distance of 144.30 feet the chord of which bears South 73° 43' 59" East, a chord distance of 143.15 to a point of tangency; thence South 61° 12' 23" East, a distance of 36.99 feet to a point of curve; thence along a curve to the right having a radius of 305.79 feet, an arc distance of 303.16 feet the chord of which bears South 32° 48' 17" East, a

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chord distance of 290.90 to a point of tangency; thence South 04°24'12" East, a distance of 58.48 feet to a point of curve; thence along a curve to the left having a radius of 450.00 feet, an arc distance of 171.97 feet the chord of which bears South 15°21'04" East, a chord distance of 170.92 to a point of tangency; thence South 26°17'56" East, a distance of 264.37 feet to a point of curve; thence along a curve to the right having a radius of 750.00 feet, an arc distance of 347.51 feet the chord of which bears South 13°01'29" East, a chord distance of 344.41 to a point of tangency; thence South 00°14'58" West, a distance of 394.42 feet to a point on the northern line of Residential Area 2; thence along said line of Residential Area 2, South 87°17'16" West, a distance of 600.81 feet back to the POINT OF BEGINNING and containing 24.11 acres.

(Parcel 3 - 10.70 Acres)

A tract of land located in part of Fractional Section 13, in Township 46 North, Range 2 East of the 5th Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West, a distance of 975.06 feet to a point, said point being the northwest corner of property conveyed to Enloe Construction Company per the deed recorded in Book 1300, Page 1324 of the said Records; thence South 01° 08' 00" West, a distance of 36.95 feet to a point, said point being a northern corner of property now or formerly of Maachmeyer Land Maintenance, Inc. per the deed recorded in Book 1326, Page 1561 of the said St. Charles County, Missouri records; thence along the north and the western lines of said Maachmeyer Land Maintenance property the following courses: North 84° 53' 00" West, a distance of 224.47 feet to a point; thence North 88° 23' 00" West, a distance of 469.26 feet to a point; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03 feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; thence North 07° 29' 34" West along last said easterly line a distance of 353.68 feet to a point on a common line between above said U.S. Survey 1669 and U.S. Survey 1641; thence South 82° 10' 45" West along last said common line a distance of 516.06 feet; thence departing last said common line North 25° 38' 56" West a distance of 209.74 feet to a point; thence South 82° 09' 02" West a distance of 744.19 feet to a point on the southwesterly line of above said U.S. Survey 1669 and being a point on the East line of property now or formerly of McEagle-O'Fallon, L.C., per the deed recorded in Book 1989, Page 316 of the St. Charles County Missouri Records; thence North 26° 46' 13" West along last said southwesterly line a distance of 1449.89 feet and being the POINT OF BEGINNING of the tract herein described; thence along the line between McEagle-O'Fallon, L.C., formerly Ostoski and the said Novas property, South 82°55'20" West, a distance of 910.60 feet to a point on the eastern line of the East Outer Road laying South of Wingham Drive and also being a point on a curve; thence along a curve to the left having a radius of 834.48 feet, an arc distance of 398.92 feet the chord of which bears North 13°26'29" East, a chord distance of 395.13 to a point; thence along a curve to the left having a radius of 830.44 feet, an arc distance of 60.65 feet the chord of

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which bears North 04°07'04" West, a chord distance of 60.64 to a point; thence North 06°12'36" West, a distance of 186.51 feet to a point; thence North 38°12'01" East, a distance of 71.43 feet to a point on the southern line of Winghaven Drive and also being a point on a curve; thence along a curve to the left having a radius of 1495.89 feet, an arc distance of 437.71 feet the chord of which bears North 73°16'13" East, a chord distance of 436.15 to a point; thence North 58°35'06" East, a distance of 19.43 feet to a point, said point being a point on the southwestern line of U.S. Survey 1669 and also being the northwestern corner of Novus Campus; thence along the line between said Novus Campus also being the southwest line of U.S. Survey 1669, South 26°45'26" East, a distance of 794.94 feet back to the POINT OF BEGINNING and containing 10.70 acres.

(Parcel 4 - 8.41 Acres)

A tract of land being part of Fractional Section 13, Township 46 North, Range 2 East, St. Charles County Missouri and being more particularly described as follows:

COMMENCING at a point marking a western corner of property now or formerly of Novus per the deed recorded in Book 1953, Page 429 and property now or formerly of McEagle-O'Fallon, L.C. per the deed recorded in Book 1989, Page 316 of the St. Charles County Missouri Records, said point also being a point on the northeastern right-of-way line of Highway 40-61, said point bears North 54°25'14" West, a distance of 7707.09 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof, recorded in Plat Book 22, Page 165 of the St. Charles County Missouri Records; thence along the said line between Novus and McEagle-O'Fallon L.C. North 82°55'20" East, a distance of 50.62 feet to a point on the northeastern line of Highway 40-61, as widened, and being the POINT OF BEGINNING of the tract herein described; thence through the said Novus property along the as widened Highway 40-61, North 30°12'36" West, a distance of 320.26 feet to a point; thence North 10°44'47" East, a distance of 176.76 feet to a point, said point being a point on the line between property now or formerly of Novus and Cherokee Pipeline Company per the deed recorded in Book 270, Page 582 of the St. Charles County Missouri Records; thence along the said line North 82°24'58" East along the South line of said Cherokee Pipeline Company, a distance of 438.50 to the southeastern corner thereof; thence along the East line of said Cherokee Pipeline Company, North 01°09'35" West, a distance of 166.84 feet to a point, said point being the point of intersection of the southern line of Winghaven Drive with the East line of said Cherokee Pipeline Company and being the western line of said Novus and also being a point on a curve; thence along a curve to the right having a radius of 1343.89 feet, an arc distance of 196.90 feet the chord of which bears North 79°14'54" East, a chord distance of 196.73 feet to a point, said point being a point on the western line of the East Outer Road South of Winghaven Drive; thence along said western line, South 55°26'36" East, a distance of 99.54 feet to a point; thence South 06°12'36" East, a distance of 146.48 feet to a point; thence along a curve to the right having a radius of 697.44 feet, an arc distance of 50.94 feet the chord of which bears South 04°07'04" East, a chord distance of 50.92 feet to a point; thence along a curve to the right having a radius of 715.44 feet, an arc distance of 371.40 feet the chord of which bears South 10°58'46" West, a chord distance of 367.25 feet to a point; thence South 23°50'58" West, a distance of 38.02 feet to a point, said point being a point on the aforementioned line between McEagle-O'Fallon, L.C. and Novus; thence along said line, South 82°55'20" West, a distance of 516.47 feet and containing 8.41 acres.

(Parcel 5 - 14.15 Acres)

A tract of land being part of Fractional Section 13 and U.S. Survey 1669, Township 46 North, Range 2 East, St. Charles County Missouri and being more particularly described as follows:

BEGINNING at a point on the southwestern line of said U.S. Survey 1669 with its intersection of the North line of said Fractional Section 13, said point bears North 42°22'42" West, a distance of 7675.80 feet from the southeast corner of the Monsanto Animal Agricultural Farm, a subdivision

Exhibit D-2

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according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County Missouri Records; thence along the said southwestern line of U.S. Survey 1669, North 26°46'16" West, a distance of 1511.34 feet to a point; thence leaving said line through the property now or formerly of Novus Holding along the southwestern line of Golf-3 the following courses; South 47°43'38" East, a distance of 465.03 feet to a point; thence South 60°05'18" East, a distance of 334.04 feet to a point; thence South 27°30'58" East, a distance of 476.26 feet to a point; thence South 70°25'57" East, a distance of 101.75 feet to a point; thence South 28°46'28" East, a distance of 296.72 feet to a point; thence South 64°14'55" East, a distance of 84.94 feet to a point; thence South 70°25'44" East, a distance of 76.82 feet to a point, said point being a point on the northern line of Winghaven Drive; thence along the northern line of said Winghaven Drive, South 59°43'48" West, a distance of 195.96 feet to a point; thence South 60°52'30" West, a distance of 238.01 feet to a point; thence South 65°09'54" West, a distance of 203.63 feet to a point; thence South 73°38'38" West, a distance of 191.33 feet to a point; thence South 89°55'17" West, a distance of 102.89 feet to a point, said point being a point on the northern line of the East Outer Road North of Winghaven Drive; thence along said northern line, North 58°41'56" West, a distance of 115.14 feet to a point; thence along a curve to the left having a radius of 366.63 feet, an arc distance of 292.18 feet the chord of which bears North 47°36'40" West, a chord distance of 284.51 feet to a point on the northern line of the aforementioned Fractional Section 13; thence along the said northern line of Fractional Section 13, North 88°52'12" East, a distance of 596.54 feet back to the POINT OF BEGINNING and containing 14.15 acres.

(Parcel 6 - 0.77 Acres)

A tract of land being part of Fractional Section 13, Township 46 North, Range 2 East, St. Charles County Missouri and being more particularly described as follows:

COMMENCING at a point marking the northeast corner of property now or formerly of Cherokee Pipeline Company per the deed recorded in Book 270, Page 582 of the St. Charles County Missouri Records and also being the northwestern corner of property now or formerly of Novus per the deed recorded in Book 1953, Page 429 of the St. Charles County Missouri Records, said point also bears North 46°19'59" West, a distance of 8190.65 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County Missouri Records; thence along the line between said Cherokee and Novus properties, South 01°09'35" East, a distance of 109.44 feet to a point, said point being the point of intersection of the South line of the East Outer Road North of Winghaven with the said line and being the POINT OF BEGINNING of the tract herein described; thence through the said Novus property along the southern line of the said East Outer Road, North 89°15'15" East, a distance of 16.79 feet to a point; thence along a curve to the right having a radius of 233.50 feet, an arc distance of 145.11 feet the chord of which bears South 75°24'36" East, a chord distance of 142.79 feet to a point; thence South 46°58'52" East, a distance of 79.33 feet to a point; thence South 26°18'48" West, a distance of 102.21 feet to a point, said point being a point on the northern line of Winghaven Drive and also being a point on a curve; thence along a curve to the left having a radius of 1508.89 feet, an arc distance of 72.41 feet the chord of which bears South 81°31'02" West, a chord distance of 72.40 feet to a point; thence along a curve to the left having a radius of 1507.88 feet, an arc distance of 93.79 feet the chord of which bears South 78°08'35" West, a chord distance of 93.78 feet to a point, said point being a point of intersection with the North line of Winghaven with the said line between Cherokee Pipeline and Novus; thence along said line, North 01°09'35" West, a distance of 211.48 feet back to the POINT OF BEGINNING and containing 0.77 acres.

(Parcel 7 - 2.32 Acres)

A tract of land in U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of property now or formerly of McEagle-O'Fallon, L.C. per the deed recorded in Book 1965, Page 290 of the said St. Charles County Missouri Records and also being the southwest corner of North Hampton Woods per the plat recorded in Plat Book 34, Page 69 of the St. Charles County Missouri Records, said point also bears North 66°24'45" West, a distance of 4790.16 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to a plat thereof recorded in Plat Book 22, Page 165 of the said St. Charles County Missouri Records and also being a point on the northeast right-of-way line of Highway 40-61; thence leaving said northeast right-of-way line along the South line of North Hampton Woods, South 75°36'03" East, a distance of 961.12 feet to a point, said point being the southeast corner of said North Hampton Woods and also being a point on the western line of Valley View Subdivision per the plat recorded in Plat Book 6, Page 87 of the said St. Charles County Missouri Records; thence along the West and South lines of said Valley View Subdivision, South 14°22'58" East, a distance of 39.75 feet to a point; thence North 78°52'06" East, a distance of 376.91 feet to a point; thence leaving said South line of Valley View through the aforementioned McEagle property, South 00°20'00" East, a distance of 91.17 feet to a point, said point being a point on the northern line of the circumventual roadway; thence along said northern line along a curve to the right having a radius of 970.00 feet, an arc distance of 445.57 feet, the chord of which bears North 89°39'01" West, a chord distance of 441.66 feet to a point; thence North 73°41'42" West, a distance of 410.03 feet to a point; thence along a curve to the left having a radius of 450.00 feet, an arc length of 325.90 feet, the chord of which bears South 82°45'43" West, a chord distance of 318.82 feet to a point, said point being the point of intersection of the said North line of circumventual roadway with the aforementioned northeast line of Highway 40-61; thence along the said northeast line of Highway 40-61, North 36°11'26" West, a distance of 270.44 feet back to the POINT OF BEGINNING and containing 2.32 acres.

(Parcel 8 - 21.08 Acres)

A tract of land in U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at a point marking the northwest corner of property now or formerly of McEagle-O'Fallon, L.C. per the deed recorded in Book 1965, Page 290 of the said St. Charles County Missouri Records and also being the southwest corner of North Hampton Woods per the plat recorded in Plat Book 34, Page 69 of the St. Charles County Missouri Records, said point also bears North 66°24'45" West, a distance of 4790.16 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to a plat thereof recorded in Plat Book 22, Page 165 of the said St. Charles County Missouri Records and also being a point on the northeast right-of-way line of Highway 40-61; thence leaving said northeast right-of-way line along the South line of North Hampton Woods, thence South 36°11'26" East along the northeast line of said Highway 40-61 a distance of 371.78 feet to a point, said point being the point of intersection of said northeast line of the southern line of the circumventual roadway and also being the POINT OF BEGINNING of the tract herein described; thence along the southern line of said circumventual roadway the following courses; along a curve to the right having a radius of 350.00 feet, an arc distance of 221.57 feet, the chord of which bears North 82°31'07" East, a chord distance of 217.89 feet to a point; thence South 79°17'50" East, a distance of 427.46 feet to a point; thence along a curve to the left having a radius of 1030.00 feet, an arc distance of 459.87 feet, the chord of which bears North 89°16'54" East, a chord distance of 456.06 feet to a point; thence leaving said southern line through the aforementioned McEagle property the following courses; South 00°20'00" East, a distance of 497.62 feet to a point; thence South 15°44'22" East, a distance of 322.12 feet to a point; thence South 30°34'51" East, a distance of 471.20 feet to a point; thence South 57°30'46" West, a distance of 398.24 feet to a point on the aforementioned northeast right-of-way line of Highway 40-61; thence along said northeast line North 36°11'26" West, a distance of 1839.32 feet back to the POINT OF BEGINNING and containing 21.08 acres.

A tract of land being part of Fractional Section 13, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at a point marking the northwest corner of property now or formerly of McEagle-O'Fallon, L.C., said point also being the southwest corner of property now or formerly of Novus per the deed recorded in Book 1953, Page 429 of the St. Charles County Missouri Records, said point also bears North 54°25'14" West, a distance of 7707.09 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County Missouri Records; thence along the North line of said McEagle property, North 82°55'20" East, a distance of 694.45 feet to a point, said point being the point of intersection with the said North line with the eastern right-of-way line of the East Outer Road south of Winghaven Drive and being the POINT OF BEGINNING of the tract herein described; thence continuing along said North line, North 82°55'20" East, a distance of 910.60 feet to a point, said point being the northeast corner of said McEagle property and also being a point on the southwestern line of U.S. Survey 1669 and also being an angle point in the West line of said Novus property; thence along the said East line of McEagle, also being the West line of said Novus property and the western line of property now or formerly of Queathern per the deed recorded in Deed Book 448, Page 158, South 26°46'13" East, a distance of 1659.76 feet to a point, said point being the southeast corner of said McEagle property and also being the southwest corner of said Queathern property and also being a point on the North line of U.S. Survey 1641 and also being a point on the North line of the corrected plat of Martell Subdivision according to the plat recorded in Plat Book 8, Page 24 of the said St. Charles County Missouri Records; thence along the South line of said McEagle property and also being the North line of said Martell Subdivision, South 82°23'29" West, a distance of 1015.54 feet to a point, said point being the southeast corner of property now or formerly of Dorais, per the Deed recorded in Book 224, Page 241 of said St. Charles County Missouri Records; thence along the lines of said Dorais property the following courses; North 18°31'37" West, a distance of 763.51 feet to a point; thence South 89°19'12" West, a distance of 237.09 feet to a point; thence South 48°48'19" West, a distance of 278.75 feet to a point, said point being a point on the northeast line of U.S. Highway 40-61; thence along said northeast line, North 36°10'51" West, a distance of 154.85 feet to a point, said point being the point of intersection of the said northeast line of 40-61 with the eastern line of the aforementioned East Outer Road South of Winghaven; thence along said East Outer Road the following courses; along a curve to the right having a radius of 729.32 feet, an arc distance of 103.16 feet, the chord of which bears North 18°04'54" West, a chord distance of 103.08 feet to a point; thence along a curve to the right having a radius of 725.32 feet, an arc distance of 95.10 feet, the chord of which bears North 10°16'24" West, a chord distance of 95.04 feet to a point; thence along a curve to the right having a radius of 721.32 feet, an arc distance of 94.99 feet, the chord of which bears North 02°44'39" West, a chord distance of 94.92 feet to a point; thence along a curve to the right having a radius of 719.94 feet, an arc distance of 193.35 feet, the chord of which bears North 06°17'42" East, a chord distance of 192.77 feet to a point; thence along a curve to the right having a radius of 719.04 feet, an arc distance of 56.25 feet, the chord of which bears North 17°44'56" East, a chord distance of 56.23 feet to a point; thence along a curve to the right having a radius of 717.66 feet, an arc distance of 37.60 feet, the chord of which bears North 21°29'29" East, a chord distance of 37.60 feet to a point; thence along a curve to the right having a radius of 716.44 feet, an arc distance of 47.20 feet the chord of which bears North 24°52'46" East, a chord distance of 47.19 feet to a point; thence North 26°42'47" East, a distance of 230.30 feet to a point; thence along a curve to the left having a radius of 834.48 feet, an arc distance of 30.20 feet, the chord of which bears North 28°10'22" East, an arc distance of 30.19 feet back to the POINT OF BEGINNING and containing 40.37 acres.

A tract of land being part of Fractional Section 13, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at a point marking the northwest corner of property now or formerly of McEagle-O'Fallon, L.C., per the deed recorded in Book 1965, Page 290 of the St. Charles County Missouri Records, said point also being the southwest corner of property now or formerly of Novus per the deed recorded in Book 1953, Page 429 of the St. Charles County Missouri Records, said point also bears North 54°25'14" West, a distance of 7707.09 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County Missouri Records; thence along the North line of said McEagle property, North 82°55'20" East, a distance of 50.62 feet to the POINT OF BEGINNING of the tract herein described; thence continuing along said North line, North 82°55'20" East, a distance of 516.47 feet to a point, said point being the point of intersection with the said North line with the western line of the East Outer Road, South of Windhaven Drive; thence along said line of East Outer Road the following courses; South 23°50'58" West, a distance of 569.79 feet to a point, said point being a point on the northeast line of Highway 40-61, as widened; thence along said line of 40-61 the following courses; North 36°12'36" West, a distance of 130.38 feet to a point; thence North 30°12'36" West, a distance of 407.67 feet back to the POINT OF BEGINNING and containing 2.96 acres.

RESIDENTIAL ARCHITECTURAL GUIDELINES

All submissions required hereunder shall be consistent with the procedures set forth in Article XI, Section 5 of the Declaration.

A. RESIDENTIAL NEIGHBORHOODS AND VILLAGES**1. Neighborhoods**

Four Neighborhoods (as shown on the Master Development Plan) consisting of single-family detached housing units are planned and are identified as follows:

- a. Neighborhood I: Villages A, B, C and D
- b. Neighborhood II: Villages F and G
- c. Neighborhood III: Villages I, J, K, and L
- d. Neighborhood IV: Village N, O, P and Q

2. Villages

Several villages ("Villages") (as shown on the Master Development Plan) consisting of attached housing units, townhouse units and apartments are planned and identified as follows:

- a. Village E - Attached Residential
- b. Village H - Attached Residential
- c. Village M - Attached Residential
- d. Village R - Townhouse Residential
- e. Village S - Townhouse Residential
- f. Residential Areas shown as "Multi-Family - Apartment Residential" on Sheet 5 of the Master Development Plan

Villages E, H and M are referred to herein as "Attached Residential Villages". Villages R and S are referred to herein as "Townhouse Residential Villages". The Residential Areas shown as "Multi-Family- Apartment Residential" on Sheet 5 of the Master Development Plan are referred to herein as "Apartment Residential Villages".

B. NEIGHBORHOOD THEME PROPOSAL

Prior to taking any action described as (A), (B) or (C) in clause (4) of Article XI, Section 5, Subsection (a) within a given Neighborhood (as listed in Section A.1 above) or a given Village (as listed in Section A.2 above), the applicant shall submit to the Residential Architectural Committee its written proposal for a Neighborhood theme sufficient to establish a clearly identifiable difference for any such Neighborhood or any such Village, utilizing no less than three of the following elements:

- 1. Neighborhood name.
- 2. Neighborhood Local Street names.
- 3. Entry monuments and entry landscaping treatments.
- 4. Street lighting.
- 5. Neighborhood signage.
- 6. Neighborhood landscaping treatments (including tree species).
- 7. Exterior building elements as identified in Section C below.

C. EXTERIOR BUILDING ELEMENTS PROPOSAL

1. Neighborhoods, Attached Residential Villages and Townhouse Residential Villages:

Prior to taking any action described as (A), (B) or (C) in clause (4) of Article XI, Section 5, Subsection (a) within a given Neighborhood, Attached Residential Village or Townhouse Residential Village, the applicant shall submit to the Residential Architectural Committee its portfolio proposal of exterior building elements for all housing units to be constructed by such applicant in such Neighborhood or Village. Any portfolio proposal relating to a Neighborhood shall be consistent with the Neighborhood theme, as approved by the Residential Architectural Committee. The portfolio proposal shall include the following items:

- a. Schedule of all exterior building material selections to be offered.
- b. Samples of all exterior building material selections to be offered.
- c. Color palette of all exterior building material selections to be offered.
- d. Sample renderings of building elevation selections to be offered.

2. Apartment Residential Villages: Prior to taking any action described as (A), (B) or (C) in clause (4) of Article XI, Section 5, Subsection (a) within a given Apartment

Residential Village, the applicant shall submit to the Residential Architectural Committee its portfolio proposal of exterior building elements for all housing units to be constructed by such applicant in such Apartment Residential Village. The portfolio proposal shall include the following items:

- a. Schedule of all exterior building material selections to be utilized.
- b. Sample of all exterior building material selections to be utilized.
- c. Color palette of all exterior building material selections to be utilized.
- d. Sample renderings of building elevation selections to be utilized.

D. RESIDENTIAL SITE CONSTRUCTION STANDARDS

Prior to taking any action described as (A), (B) or (C) in clause (4) of Article XI, Section 5, Subsection (a) within a given Neighborhood (as listed in Section A.1 above) or a given Village (as listed in Section A.2 above), the applicant proposing to construct or install any of the following improvements shall submit to the Residential Architectural Committee (or to the Commercial Architectural Committee with respect to Paragraphs 9 and 10 below) two sets of plans in detail sufficient to demonstrate that all such improvements, upon construction or installation, will comply with the standards set out below for each such improvement or installation. Such applicant may submit to the Residential Architectural Committee the same plans to be submitted by it to the City of O'Fallon with respect to the construction or installation of any such improvement. In all events, such plans shall meet the standards of the City of O'Fallon, it being understood, however, that if the standards articulated below are more stringent than the standards of the City of O'Fallon, then the standards articulated below shall govern.

1. Pavement: Roadway pavement along residential Local Streets shall be concrete and/or asphalt, provided that such pavement shall be consistent within a Neighborhood and within each of Villages E, H, M, R and S and within the Apartment Residential Villages.

2. Curbs

- a. Nine inch vertical concrete curb and gutter shall be provided at all entrances to Neighborhoods and Villages on all Arterial Streets and Collector Streets.
- b. Nine inch vertical concrete barrier curbs shall be provided along all residential Collector Streets where driveways do not occur.
- c. Concrete mountable/rolled curbs shall be provided along all residential Local Streets intended to accommodate driveways.

3. Sidewalks

- a. Concrete sidewalks shall be provided on a minimum of one side of all residential Local Streets.
- b. Handicap ramps meeting ADA standards shall be provided at all street intersections and crossings.

4. Crosswalks

- a. Articulated crosswalks with enhanced paving (such as precast pavers, stamped/colored concrete or brick pavers) shall be provided at the entries to each Neighborhood and to Villages E, H, M, R and S and to the Apartment Residential Villages.
- b. Articulated crosswalks shall be provided at the intersection of Collector Streets and residential Local Streets and at the intersection of Arterial Streets and residential Local Streets.

5. Entrance Features

- a. An entry feature or monument shall be provided at the entrance of each Neighborhood and each of Villages E, H, M, R and S and the Apartment Residential Villages. The feature or monument shall be located on both sides of the entrance and, with respect to a Neighborhood, shall reflect the Neighborhood theme, as approved.
- b. The entry feature shall be illuminated at night, shall be landscaped with trees, shrubs and seasonal plantings and, with respect to a Neighborhood, shall include the Neighborhood name, as approved.

6. Landscape and Street Tree Plantings

- a. Trees shall be planted along both sides of residential Local Streets, spaced at a minimum of 30 feet on center or one tree per Lot, whichever spacing is less.
- b. The minimum size of such tree plantings shall be three inch caliper (plus or minus one-half inch), as measured six inches above the ground as specified by the American Association of Nurserymen, deciduous tree.
- c. Street tree type, installation and maintenance shall be as recommended in the City of O'Fallon Zoning Ordinance, Article 23, Landscaping and Screening Regulations.

7. Street Lighting

- a. In each Neighborhood, the style of street lighting poles and luminaires shall be consistent with the Neighborhood theme, as approved.
- b. Local Street lighting fixtures shall be provided at a maximum of 300 feet on center and at all intersections and pedestrian crossings.
- c. The maximum height of light poles shall be 16 feet.

- 8. **Site Grading Requirements:** Grading requirements resulting from development shall transition from proposed grade to existing grade within the property boundary. A 10-foot wide minimum slope transition zone shall be established with a maximum slope of 3:1 (3 horizontal to 1 vertical). All slope transition zones shall be planted with vegetation necessary to stabilize the soil and prevent erosion.

- 9. **Signage:** The signage program for the Residential Areas shall be consistent with the Signage and Graphics Standards set forth in the Public Realm Areas section of the Commercial Architectural Guidelines, and, with respect to each Neighborhood, the

signage within such Neighborhood shall be consistent with the Neighborhood theme, as approved.

10. **Public Realm Areas:** Prior to construction or installation of improvements (including curbs, sidewalks, landscaping, berms, fencing and lighting) which are to be located in Residential Areas and which are subject to approval by the Commercial Architectural Committee pursuant to the Public Realm Areas section of the Commercial Architectural Guidelines, the applicant proposing to construct or install such improvements shall submit to the Commercial Architectural Committee two sets of plans in detail sufficient to demonstrate that such improvements, upon construction or installation, will comply with the standards set forth in such Public Realm Areas section. Improvements to be constructed in or along the edges of Residential Areas adjacent to the rights-of-way of U.S. Highway 40, Bates Road, Post Road, Highway N, the Arterial Streets and the Collector Streets are included in Public Realm Areas and are subject to this provision.

BASIC COMMERCIAL ARCHITECTURAL GUIDELINES**A. SUBMISSION OF DEVELOPMENT PROPOSAL FOR COMMERCIAL AREAS.**

1. **Initial Plan Documents.** Prior to application to the City of O'Fallon for building permits, for each Development Proposal in the Commercial Areas, an applicant shall submit to the Commercial Architectural Committee two sets of project documents, as follows:
 - a. Site plan(s) at a scale of 1"=40', showing:
 - (1) Property boundaries, including relationship to adjacent parcels and access roads.
 - (2) Layout and geometry of all on-site roads, walks, paved areas and other elements which constitute modification of the natural and existing site conditions.
 - (3) Grading at a two-foot contour interval.
 - (4) Description of general site drainage characteristics.
 - (5) Planting plan, including size, placement, and species of proposed new plant materials and integration of existing vegetation. New materials of sufficient maturity in scale with the architecture shall be specified.
 - (6) Location and description of any characteristics and noteworthy natural features, such as wetland designations, creek edges, etc.
 - (7) Description of existing site vegetation characteristics, including the location of existing trees and vegetation and the identification of every tree with a diameter of eight inch caliper one foot above grade, or more, as well as every grouping of trees of any size.
 - (8) Indication of all site lighting, with heights, spacing, design and illumination characteristics.
 - b. A cross section of the site at a scale of 1"=40' in longitudinal and transverse directions, including the relationship of the building and grading to the street, adjacent properties, and tree and creek edges. The site plans to be submitted under paragraph a. above and the cross section shall be sufficiently accurate to permit analysis of visual screening, erosion control, drainage, proposed grade, tree protection and landscape architectural design.
 - c. Plans for the major site entrance and building identification signs, if any, including dimensions, location, material, lettering, color, and lighting, and elevations of the prototype for on-site directional type signs, showing format, letter face and colors.
 - d. Dimensioned building plans, sections, and elevations at a scale of 1" = 16' minimum, with representations of exterior materials, textures, colors, fenestration and other detailing necessary in order to accurately depict the finished building and site.
 - e. Outline specifications to define the major architectural, structural, mechanical, electrical, and site systems and elements.
 - f. Samples of proposed exterior materials and colors.
 - g. Detailing of proposed methods for protecting existing trees which are to remain on the site following construction and which are affected by grading, paving or other construction.

- h. An estimate of the maximum number of employees, visitors and users contemplated following completion of the proposed development.
- i. A minimum of one color rendering illustrating the significant design features of the project.

2. **Final Plan Documents** Prior to application to the City of O'Fallon for building permits, applicant shall submit final construction drawings and specifications for the building on the site consistent with the documents submitted (and as approved) pursuant to Section 1 above.

B. STANDARDS FOR COMMERCIAL AREAS

The project documents and the final construction drawings and specifications to be submitted pursuant to Sections A.1 and A.2 above shall be consistent with the standards set forth in the Zoning Ordinances, the standards set forth in this Section B and any further standards adopted in the Detailed Commercial Architectural Guidelines.

1. Landscape Coverage.

- a. A minimum of 15% of the ground area of a Parcel or Lot shall be devoted to landscaping to supplement existing landscaping, including trees, shrubs and lawn and/or ground covers. Areas devoted to dry detention may be counted at 100% of ground area towards the landscape coverage requirement. Areas devoted to wet detention may be counted at 75% of the water surface area towards the landscape coverage requirement.
- b. In addition to Subparagraph a. of this Section B.1, a minimum of 10% of all interior areas of parking lots shall be devoted to landscaping.
- c. A minimum of 15 feet of landscape buffer shall be provided between any parking lot area and a Parcel or Lot boundary and also between any parking lot area and a building.

2. Existing Landscape and Open Space.

- a. Every reasonable effort shall be made to preserve the existing landscape on each site. A site survey shall identify the location of all trees with a diameter of eight inch caliper one foot above grade, or more.
- b. No trees with a diameter of eight inch caliper one foot above grade, or more, shall be removed without the prior written approval of the Commercial Architectural Committee.

3. Landscape Irrigation Standards.

- a. All landscape areas shall be irrigated. The minimum system permitted shall be a comprehensive quick-coupler system with 100% coverage.
- b. Fully automatic systems are desirable, but not required. When provided, automatic systems shall provide water conservation measures such as soil moisture sensors and drip irrigation.
- c. Irrigation systems shall not overspray onto roads, parking areas, sidewalks, buildings or other adjoining improvements.
- d. Irrigation controls shall be located within a building or outdoors, provided that if located outdoors, such controls shall be housed in a locked, weather-proof container in the side or rear yard in view of the irrigated areas.

4. **Building Setbacks.**

- a. **Winghaven Boulevard:** The minimum setback along Winghaven Boulevard for buildings shall be 50 feet within Land Use Classifications of C-2 Commercial and HTCD PUD High Tech Corridor and 25 feet within Land Use Classifications of R-1 PUD and R-4 PUD. No parking shall be permitted within the required setback. A landscape zone consisting of trees formally spaced shall be planted in the setback area.
- b. **Other Arterial Streets:** The building setback from Arterial Streets, other than Winghaven Drive, shall be a minimum of 25 feet. No parking shall be permitted within the required minimum setback.
- c. **Collector Streets:** The building setback from Collector Streets shall be a minimum of 25 feet. No parking shall be permitted within the required minimum setback, unless otherwise permitted by the Zoning Ordinances.

- 5. **Building Height.** Buildings of maximum height shall be located nearest the intersection of U.S. Highway 40 and Winghaven Drive. Buildings located near open natural areas and wooded areas shall be lower in height to relate to the natural landscape.

6. **Building Form and Exterior Appearance.**

- a. The architectural character of each proposed building or structure shall be consistent, rather than extreme variations in style. Eclectic styles (such as a combination of gothic and colonial) shall not be permitted.
- b. The exterior of each building shall be constructed of durable, permanent materials.
- c. **Commercial Retail Buildings:**
 - (1) The design of retail buildings shall be simple in profile with facade lengths broken or offset to reduce the overall visual mass. Plazas and courtyards should be developed between the building breaks in a single building.
 - (2) Multi-tenant retail buildings shall include distinctive architectural elements that give identity to the overall development. Appropriate examples may include a tower feature element to identify the retail complex.
 - (3) Retail buildings shall be oriented toward the major market street for maximum visibility.
 - (4) Parking lots with drive aisles perpendicular to the building and access drives should occur between the major street and a retail building.
 - (5) Colonnades or arcades facing the street of multi-tenant retail buildings should be developed to provide architectural continuity and weather protection.

7. **Parking Areas.**

- a. Large surface parking lots are discouraged.
- b. All parking, loading and unloading areas must be sufficient to serve the business being conducted on the subject Parcel or Lot without using adjacent streets.
- c. No on-street parking shall be permitted on Arterial Streets or Collector Streets.
- d. Parking areas shall not be permitted within the building setback.
- e. Parking areas within 20 feet of roadways or adjacent properties shall be screened from view through the use of landscape screening and earth berms.

- f. Large areas of unlandscaped parking are not allowed. Parking lot landscaping shall be used to define and separate parking, access and pedestrian areas within parking lots.
- g. A minimum of 10% of all interior areas of parking lots as measured from back of curve shall be landscaped.
- h. The minimum number of off-street parking spaces by type of use shall be provided and maintained on each Parcel or Lot as per Article 25 of the City of O'Fallon Zoning Ordinances, as amended from time to time.

8. **Storage, Service, and Loading Areas.**

- a. General Standards:
 - (1) Service areas shall be visually screened from view from public streets and common open space areas. Such screening may be achieved with fences, walls, berms or landscaping. Landscape screening for service areas shall be accomplished with evergreen trees and shrubs of a minimum 6-foot height at the time of planting, planted at a minimum of 6-feet on center in a double row, or on a staggered grid. Service area screening plants shall blend into the overall site landscaping and shall not be an isolated line of planting. Placement of plantings shall avoid truck turning movements.
 - (2) Vehicle loading areas shall be accommodated entirely on-site and located in a manner that does not conflict with passenger vehicle or pedestrian circulation patterns.
 - (3) Parallel parking space for delivery trucks shall be provided along service drives or in specially designated courts or loading docks.
 - (4) Loading docks shall not be located along street frontages. Loading docks shall be screened from view. Service elements, such as loading doors, shall be integrated with the facade of the building.
 - (5) Dumpsters shall be located so as to facilitate collection and minimize any negative visual impact on the Parcel or Lot, neighboring Parcels or Lots or public rights-of-way. All dumpsters shall be screened from view with an enclosure consisting of a 6-foot masonry wall, opaque gates and landscaping.
- b. Off-Street Loading Requirements: Off-street loading requirements shall be as per Article 25 of the City of O'Fallon Zoning Ordinances, as amended from time to time.

9. **Site Access Roads and Driveways Widths.**

- a. Site access roads and driveways on each site shall be located no closer than 200 feet to an intersection.
- b. Site access roads shall be no closer than 150 feet from each other.
- c. Adequate on-site queuing distance for ingress/egress shall be provided at each site access road.
- d. Driveway widths shall be wide enough to provide level of service C, as defined in the current Highway Capacity Manual published by the Transportation Research Board for ingress/egress with appropriate deceleration/acceleration lanes.

10. **Pedestrian Connections.**

- a. A pedestrian sidewalk shall be provided to each Parcel or Lot.

- b. Sidewalks with a minimum width of four feet shall be provided to permit direct access from Arterial Street sidewalks, Collector Street sidewalks or Local Street sidewalks, as the case may be, and/or the Trail System to the building front entrance, parking areas, plazas and other open space pathways.

11. Lighting Standards.

- a. Each Parcel or Lot shall have consistent lighting fixtures and poles throughout such Parcel or Lot.
- b. Site access roads and parking lots shall be illuminated with concealed source metal halide luminaires mounted on poles that are a minimum of 20 feet in height and a maximum of 35 feet in height. Average illumination shall be .4 foot-candles maintained.
- c. Entry signs and building identification signs shall be internally illuminated.
- d. Security lighting shall be restricted to storage, service and loading areas and shall be mounted on the surface of the building. The lighting source should be shielded from view.
- e. Pedestrian scale lighting shall be provided along walkways, at exterior steps, at building entries and at plaza areas. Such lighting shall be visible-source metal halide luminaires mounted on poles that are a minimum of 10 feet in height and a maximum of 15 feet in height.
- f. The use of bollard lights shall be limited to pedestrian walkways and plaza areas.

12. Commercial Local Streets and Related Improvements

Prior to application to the City of O'Fallon for site or building permits and prior to any site-clearing or construction within the Commercial Areas, the applicant proposing to construct or install any of the following improvements shall submit to the Commercial Architectural Committee two sets of plans in detail sufficient to demonstrate that all such improvements, upon construction or installation, will comply with the standards set out below for each such improvement or installation. Such applicant may submit to the Commercial Architectural Committee the same plans to be submitted by it to the City of O'Fallon with respect to the construction or installation of any such improvement. In all events, such plans shall meet the standards of the City of O'Fallon, it being understood, however, that if the standards articulated below are more stringent than the standards of the City of O'Fallon, then the standards articulated below shall govern.

- a. **Pavement:** Roadway pavement along commercial Local Streets shall be concrete and/or asphalt.
- b. **Curbs:** Nine inch vertical concrete curb and gutter shall be provided at all entrances to all sites in Commercial Areas on all Arterial Streets, Collector Streets and Local Streets.

c. Sidewalks

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- (1) Concrete sidewalks shall be provided on a minimum of two sides of all Local Streets within Commercial Areas.
- (2) Handicap ramps meeting ADA standards shall be provided at all street intersections and crossings.

d. Crosswalks

- (1) Articulated crosswalks with enhanced paving (such as precast pavers, stamped/colored concrete or brick pavers) shall be provided at the entrance to each project in the Commercial Areas.
- (2) Articulated crosswalks shall be provided at the intersection of Arterial Streets, Collector Streets and Local Streets within Commercial Areas.

e. Entrance Features

- (1) An entry feature or monument shall be provided at the entrances to each project in the Commercial Areas. The feature or monument shall conform to the Winghaven Signage and Graphics Standards.
- (2) The entry feature shall be illuminated at night, shall be landscaped with trees, shrubs and seasonal plantings, and shall include the name of the facility.

f. Landscape and Street Tree Plantings

- (1) Street trees shall be provided along both sides of commercial Local Streets, spaced at a maximum of 30 feet on center.
- (2) The minimum size of such tree plantings shall be three inch caliper deciduous tree.
- (3) Street tree type, installation and maintenance shall be as recommended in the City of O'Fallon Zoning Ordinance, Article 23, Landscaping and Screening Regulations.

g. Street Lighting: Local Street lighting fixtures shall be provided at a maximum of 300 feet on center and at all intersections and pedestrian crossings.

13. **Site Grading Requirements:** Grading requirements resulting from development shall transition from proposed grade to existing grade within the property boundary. A 10-foot wide minimum slope transition zone shall be established with a maximum slope of 3:1 (3 horizontal to 1 vertical). All slope transition zones shall be planted with vegetation necessary to stabilize the soil and prevent erosion.

C. **PUBLIC REALM AREAS**

All improvements proposed or required to be constructed in Public Realm Areas (whether located in Commercial Areas or Residential Areas) shall be subject to review and approval by the Commercial Architectural Review Committee prior to the construction or installation of such improvements. An applicant shall submit to the Commercial Architectural Review Committee such plans as are necessary to comply with applicable standards.

1. **Property Adjacent to Rights-of-Way.**

Improvements constructed or installed in or along the edges of the Property adjacent to the rights-of-way of U.S. Highway 40, Bates Road, Post Road, Highway N, the Arterial

Streets and the Collector Streets (whether in Commercial Areas or Residential Areas) shall meet the following standards:

a. Curbs

- (1) U.S. Highway 40: Concrete curbs shall be provided along the roadway pavement and acceleration and deceleration ramps as per Missouri Department of Transportation standards.
- (2) U.S. Highway 40 and Winghaven Drive Interchange: Concrete curbs shall be provided at the U.S. 40/Winghaven Interchange as per Missouri Department of Transportation standards.
- (3) Bates Road: Curbs shall be provided as per appropriate jurisdictional requirements.
- (4) Post Road: Curbs shall be provided as per appropriate jurisdictional requirements.
- (5) Highway N: Concrete curb and gutter shall be provided along the south side of Highway N as per the City of O'Fallon standards.
- (6) Arterial Streets and Collector Streets: Six inch vertical concrete curb and gutter shall be provided along both sides of all Arterial Streets and Collector Streets.

b. Sidewalks

- (1) U.S. Highway 40: Sidewalks are not required.
- (2) U.S. Highway 40 and Winghaven Drive Interchange: Sidewalks are not required.
- (3) Bates Road: Sidewalks are not required.
- (4) Post Road: Sidewalks are not required.
- (5) Highway N: Four-foot wide concrete sidewalks shall be provided along the south side of Highway N as per City of O'Fallon standards.
- (6) Arterial Streets and Collector Streets: Four-foot wide concrete sidewalks shall be provided on a minimum of one side of all Arterial Streets and Collector Streets. When designated as part of the Trail System, a six-foot wide concrete sidewalk shall be used in place of the four-foot wide concrete sidewalk.

c. Landscape Development

- (1) U.S. Highway 40: Landscape development within the northeastern U.S. Highway 40 rights-of-way shall consist of sod and an irrigation system.
- (2) U.S. Highway 40 and Winghaven Drive Interchange: Landscape development at the interchange shall include ivy plantings along the interchange abutment walls, sod or ivy ground cover and low shrubs at the interchange triangles, and sod or ivy ground cover between the acceleration and deceleration ramps and the highway through lanes. Several groupings of 3"-3-1/2" caliper trees shall be located in the bridge abutment areas. These areas shall be provided with an irrigation system.

- (3) Bates Road: Landscape development along the west right-of-way of Bates Road shall consist of a single row of 2 1/2" - 3" caliper trees spaced at 30-foot on center and sod.
 - (4) Post Road: Landscape development along the east right-of-way of Post Road shall consist of a single row of 2 1/2" - 3" caliper trees spaced at 30-foot on center and sod.
 - (5) Highway N: Landscape development along the south right-of-way of Highway N shall consist of a single row of 3" - 3 1/2" caliper trees spaced at 30-foot on center, sod or ivy ground cover and an irrigation system.
 - (6) Arterial and Collector Streets: To Be Determined in Detailed Commercial Architectural Guidelines.
- d. Landscaped Berms
- (1) U.S. Highway 40: Landscaped berms are not required.
 - (2) Bates Road: Landscaped berms are not required.
 - (3) Post Road: Landscaped berms are not required.
 - (4) Highway N: a 7.5-foot high by 15-foot wide landscaped earth berm shall be provided along the south right-of-way of Highway N. The berm shall be continuous except at the openings for access drives and shall be planted and irrigated. Plantings shall consist of trees, shrubs, sod and ivy ground cover.
 - (5) Arterial Streets and Collector Streets: Site landscaped berms are not required, except old commercial property when it is adjacent to residential uses.
- e. Fencing
- (1) U.S. Highway 40: Fencing shall be provided as per Missouri Department of Transportation standards. Where chain link fence is utilized, it shall have a black or dark green colored vinyl coating. When individual Owners elect to erect a fence in a Public Realm Area, it shall set back a minimum of six feet from the property line and shall be screened by six-foot high coniferous plants spaced at a minimum of three feet on center.
 - (2) Bates Road: A continuous fence shall be provided along the west right-of-way of Bates Road. The fence shall be constructed of precast concrete poles spaced six feet on center with precast concrete rails.
 - (3) Post Road: A continuous fence shall be provided along the east right-of-way of Post Road. The fence shall be constructed of precast concrete poles spaced six feet on center with precast concrete rails.
 - (4) Highway N: A continuous fence shall be provided along the south right-of-way of Highway N, except at the openings for access drives. The fence shall be constructed of precast concrete poles spaced six feet on center with precast concrete rails.
 - (5) Arterial Streets and Collector Streets: A continuous fence shall be provided along the rights-of-way of Arterial Streets and Collector Streets. The fence shall be constructed of precast concrete poles spaced six feet on center with precast concrete rails.

f. Street and Roadway Lighting

- (1) U.S. Highway 40: Roadway lighting shall be provided as per Missouri Department of Transportation standards.
- (2) Bates Road: Street lighting shall be provided along the east right-of-way of Bates Road as per the City of O'Fallon lighting standards.
- (3) Post Road: Street lighting shall be provided along the west right-of-way of Post Road as per the City of O'Fallon lighting standards.
- (4) Highway N: Street lighting shall be provided along the south of right-of-way of Highway N as per the City of O'Fallon standards.
- (5) Arterial Streets and Collector Streets: Street lighting shall be provided along the rights-of-way of Arterial Streets and Collectors Streets as follows:
 - (a) Arterial Streets (Winghaven Drive): 29'-6" tall precast concrete poles with double 400w metal halide luminaires spaced at 300 feet on center, located in the median.
 - (b) Intersections along Winghaven Drive: 24'-6" tall precast poles with a single 250w metal halide luminaire located at each corner of the intersection.
 - (c) Collector Streets: 24'-6" tall precast concrete poles with double 250w metal halide luminaires spaced at 300 feet on center, located in the median. 24'-6" tall precast concrete poles with a single 250w metal halide luminaire spaced at 300 feet on center, located within the street rights-of-way without a median.

2. Property Adjacent to Non-Rights-of-Way Edges

- a. The following improvements shall be constructed or installed in or along the edges of the Property within Land Use Classifications of R-1 PUD or R-4 PUD which are contiguous to commercial property which is not part of the Property:
 - (1) Landscaping Screening: Along such edges of the Property in which existing landscaping has been removed, landscaping screening shall be provided and shall consist of 8 to 10-foot evergreen trees planted 15 feet on center. Evergreen landscape screens are not required along such edges of the Property in which a 10-foot wide minimum existing landscape screen or buffer remains.
 - (2) Berms: A three-foot high by 15-foot wide continuous landscaped earth berm shall be provided along such edges of the Property which require a landscaped evergreen screen.
 - (3) Fencing: Fencing shall be provided along such edges of the Property if none currently exists, as per the fencing standards identified in Subparagraph e. of Section C.1. above.
- b. The following improvements shall be constructed or installed in or along the edges of the Property within Land Use Classifications of C-2 Commercial or HTCD PUD High Tech Corridor which are contiguous to residential property which is not part of the Property

- (1) **Landscaping Screening:** Along such edges of the Property in which existing landscaping has been removed, a landscape screening shall be provided and shall consist of 8 to 10-foot evergreen trees planted 15 feet on center. Evergreen landscape screens are not required along such edges of the Property in which a 10-foot wide minimum existing landscape screen or buffer remains.
 - (2) **Berms:** A three-foot high by 15-foot wide continuous landscaped earth berm shall be provided along such edges of the Property which require a landscaped evergreen screen.
 - (3) **Fencing:** Fencing shall be provided along such edges of the Property if none currently exists, as per the fencing standards identified in Subparagraph e. of Section C.1 above.
3. **Arterial Streets and Collector Streets.**
 - a. No parking shall be permitted on Arterial Streets or Collector Streets, unless special permission is granted by the Commercial Architectural Committee.
 - b. Landscaped areas along Arterial Streets and Collector Streets shall be semi-mature upon installation.
 - c. All on-site parking shall be screened from Arterial Streets and Collector Streets.
4. **Trail System.**
 - a. Width - minimum of 6 feet.
 - b. Materials: concrete or asphalt.
5. **Signage and Graphics Standards.** Prior to construction or installation of any signage or graphics within the Property, two copies of a signage master plan for such signage and graphics shall be submitted for approval by the Commercial Architectural Committee. All signage shall comply with the Zoning Ordinances, as amended from time to time, and also shall comply with the following standards.
 - a. **General Standards:**
 - (1) Placement of pedestrian and vehicular signage shall respond to two factors: (a) best position for viewing from the roadway; and (b) best visual relationship to the building architecture.
 - (2) Standard signboard sizes shall be used.
 - (3) Signs shall be organized into five categories: (a) entry signs, (b) building and tenant identification signs, (c) directional signs, (d) regulatory signs, and (d) temporary signs.
 - b. **Site Entry Signs:**
 - (1) Site entry signs shall identify the site development and shall be located at or near the primary entry drive.
 - (2) The design, format, and materials of the sign shall be consistent with the architectural development and shall be constructed of materials that match or complement the predominant building materials. No flashing or moving elements shall be permitted.
 - (3) Site entry signs for single tenant Parcels or Lots shall not exceed 48 square feet in size or 12 feet in height. Entry signs for multi-tenant Parcels or Lots shall not exceed 96 square feet or 24 feet in height.

- (4) Site entry signs shall be placed within the first 20% of the distance between the vehicular entrance and the building(s). No site entry signs shall be located closer than 10 feet to any property line or private driveway.
- (5) Site entry signs shall be placed so as not to obscure any other identification, information or vehicular control signs. Generally, one site entry sign will be sufficient for each Parcel or Lot; however, more than one site entry sign may be used where a Parcel or Lot has more than one vehicular entrance on different sides of a building, or where the nature of the site and adjacent roadways require more than one site entry sign for proper identification.
- (6) All site entry signs on Arterial Streets shall incorporate granite into the sign. The use of granite shall be no less than 20% of the sign.
- (7) Tenant directories shall not be part of any site entry sign. Up to three site identification panels on a site entry sign may be provided on a multi-tenant Parcel or Lot.
- (8) There shall be no more than two typefaces used on a site entry sign. Word spacing shall be even, with the spacing between words one-half the height of the upper case letters. Letters shall not exceed 24 inches in height for multi-tenant Parcels or Lots and 12 inches in height for single tenant Parcels or Lots.
- (9) Minimum letter size shall be 5 inches.
- (10) Site entry signs shall be placed so as to be visible and legible to vehicles according to the following speeds at the following distances:

Speed	Distance
20 mph	100 feet
25 mph	175 feet
30 mph	250 feet
45 mph	300 feet

- (11) All site entry signs shall be internally illuminated.

c. Building and Tenant Identification Signs:

- (1) Building identification signs shall be building-mounted signs and shall be limited to identifying the name and the symbol or logo of a tenant.
- (2) The design of the signs shall be compatible with the architecture of the building.
- (3) Identification signs shall be limited to one per building for offices building and one per tenant for retail buildings. If a colonnade or roof overhang is provided on a multi-tenant retail building, another tenant identification sign may be provided, suspended from overhead.
- (4) Retail tenant identification signs shall be sized based upon one square foot of signboard per linear foot of storefront.
- (5) Identification signs shall be internally illuminated.

d. Directional Signs

- (1) Directional signs shall be limited to key decision points on vehicular and pedestrian circulation systems.
- (2) Directional signs should be eliminated where tenant identification signs fulfill the role of directing users.
- (3) Directional signs shall be constructed of material that compliment site building materials. The back side of all signs shall be painted to match the primary field color for the sign.
- (4) All directional signs shall be placed so as not to obscure any other sign, especially regulatory signs.
- (5) Directional signs shall use reflective material for typography. Directional arrows are recommended on non-illuminated signs.

- (6) The following standards shall apply to all directional signs:
 - (a) Word spacing shall be flush to the left without indentation and word spacing shall be one-half the height of the upper case letters.
 - (b) Only the first letter of each word shall be capitalized.
 - (c) The letter style, height and spacing shall be the same for all directional signs. In all cases, the message shall be legible and precise. The letters shall be a minimum of five inches in height and a maximum of eight inches in height.
 - (d) Directional signage shall be placed no closer than six feet to the curb and positioned so that there is a clear line-of-sight well before the point at which direction must be changed or action taken.
- e. **Regulatory Signs:** Regulatory signs display laws governing traffic. They have prescribed requirements for location, composition, and colors which leave little flexibility for variation. However, to avoid a proliferation of signs, careful planning should be taken to consolidate, eliminate and improve safety.
 - (1) Regulatory signs shall be sited to provide adequate sight lines from cars, buses, and trucks.
 - (2) Regular signs shall use reflective material for the symbol field and topography.
 - (3) All sign poles and signboard back shall be painted white.
- f. **Temporary Signage:** Temporary signs display real estate and construction information.
 - (1) Temporary signs may be used for construction and design team information or future building identification. Temporary signs shall not exceed 48 square feet, 12 feet in height and within the project site.
 - (2) The number of temporary signs allowed per site is as follows: On parcels of 5 acres or less, one temporary sign; on parcels of more than five acres but less than ten, two temporary signs; and, on parcels of 10-acres or more, three temporary signs.

D. MAINTENANCE STANDARDS FOR COMMERCIAL AREAS

Owners of Parcels and Lots within the Commercial Areas shall be responsible for the following:

1. Maintain their respective buildings, landscaping, drives, parking lots, and service areas in a safe, clean and orderly condition at all times.
2. Maintenance responsibilities include, but are not limited to, lawn mowing and landscape maintenance; replacement of dead plant material; clean-up of trash and litter; cleaning and repair of all paved surfaces; snow removal; repair, painting and routine maintenance of all buildings and signs; and repair/replacement of light fixtures and bulbs.
3. Parking areas, drives, and access roads shall be kept in good repair. Parking lot striping and other pavement graphics shall be painted as required.
4. Drainage ways shall be kept clean and free of obstruction; appropriate action shall be taken to prevent or repair erosion.

5. Maintenance equipment shall be stored so that it is not visible from roadways, pedestrian paths, open spaces or adjacent parcels.

LEGAL DESCRIPTION OF WINGHAVEN DRIVE

Novus Property

City of O'Fallon Right-of-Way

(15.07 Acres)

A tract of land being part of Fractional Sections 12 and 13, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at the point of intersection of the southern line of Winghaven Drive with the North/South line of property now or formerly of Novus, per the deed recorded in Book 1953, Page 429 and Cherokee Pipeline Company, per the deed recorded in Book 270, Page 522 of the St. Charles County, Missouri Records, said point bears North 48°52'08" West a distance of 7852.99 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof, recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records; thence across said Winghaven Drive, along the line between said Novus and Cherokee Pipeline North 01°09'35" West a distance of 168.97 feet to a point; thence leaving said line, along the northern line of Winghaven Drive, through the aforementioned Novus property the following courses: along a curve to the right having a radius of 1507.88 feet, an arc distance of 93.79 feet, the chord of which bears North 78°08'35" East a chord distance of 93.78 feet to a point; thence along a curve to the right having a radius of 1508.89 feet, an arc distance of 72.41 feet, the chord of which bears North 81°31'02" East a chord distance of 72.40 feet to a point; thence continuing along said line North 81°46'58" East a distance of 296.39 feet to a point; thence North 89°55'17" East a distance of 6.03 feet to a point, said point being at the line where the state maintained roadway will meet the City of O'Fallon maintained roadway and being part the POINT OF BEGINNING of the tract herein described; thence North 89°55'17" East a distance of 96.86 feet to a point; thence North 73°38'38" East a distance of 191.33 feet to a point; thence North 65°09'54" East a distance of 203.63 feet to a point; thence North 60°52'30" East a distance of 238.01 feet to a point; thence North 59°43'48" East a distance of 392.61 feet to a point of curvature; thence along a curve to the left having a radius of 25,537.45 feet, an arc distance of 377.71 feet, the chord of which bears North 59°18'23" East a chord distance of 377.71 feet to a point; thence along a curve to the left having a radius of 450.00 feet, an arc distance of 454.50 feet, the chord of which bears North 29°56'53" East a chord distance of 435.43 feet to a point of tangency; thence North 01°00'50" East a distance of 725.26 feet to a point of curvature; thence along a curve to the right having a radius of 800.00 feet, an arc length of 287.03 feet, the chord of which bears North 11°17'32" East a chord distance of 285.49 feet to a point; thence North 21°34'14" East a distance of 377.62 feet to a point of curvature; thence along a curve to the left having a radius of 700.00 feet, an arc length of 448.12 feet, the chord of which bears North 03°13'52" East a chord distance of 440.50 feet to a point; thence North 15°06'30" West a distance of 468.31 feet to a point of curvature; thence along a curve to the left having a radius of 700.00 feet, an arc length of 255.19 feet, the chord of which bears North 25°33'07" West a chord distance of 253.78 feet to a point; thence North 35°59'45" West a distance of 367.37 feet to a point of curvature to the right having a radius of 800.00 feet, an arc length of 518.33 feet, the chord of which bears North 17°26'04" West a chord distance of 509.31 feet to a point; thence North 01°07'36" East a distance of 556.70 feet to a point of curvature; thence along a curve to the right having a radius of 1690.42 feet, an arc distance of 561.84 feet, the chord of which bears North 10°38'54" East a chord distance of 559.26 feet to a point of reverse curvature; thence along a curve to the left having a radius of 61.00 feet, an arc length of 80.63 feet, the chord of which bears North 17°41'41" West a chord distance of 74.88 feet to a point on the South right-of-way line of State Highway N; thence along said South right-of-way line of Highway N South 88°40'39" East a distance of 32.04 feet to a point, said point being the northwestern corner of property now or formerly of Dardenne Presbyterian Church per the deed

recorded in Deed Book 1352, Page 1775 and Page 927, Page 911 of the St. Charles County, Missouri Records; thence along the West line of said Dardenne Presbyterian Church property and across said Winghaven Drive South 01°07'32" West a distance of 585.87 feet to a point; thence South 88°37'35" East a distance of 0.01 feet to a point on a curve; thence along a curve to the left having a radius of 1590.42 feet, an arc distance of 36.46 feet, the chord of which bears South 01°46'58" West a chord distance of 36.46 feet; thence South 01°07'36" West a distance of 556.70 feet to a point; thence along a curve to the left having a radius of 700.00 feet, an arc distance of 453.54 feet, the chord of which bears South 17°26'04" East a chord distance of 445.64 feet; thence South 35°59'45" East a distance of 367.37 feet to a point; thence along a curve to the right having a radius of 800.00 feet, an arc distance of 291.64 feet, the chord of which bears South 25°33'07" East a chord distance of 290.03 feet to a point; thence South 15°06'30" East a distance of 468.31 feet to a point; thence along a curve to the right having a radius of 800.00 feet, an arc distance of 308.04 feet, the chord of which bears South 04°04'39" East a chord distance of 306.14 feet to a point; thence along a curve to the right having a radius of 800.00 feet, an arc distance of 204.09 feet, the chord of which bears South 14°15'44" West a chord distance of 203.54 feet to a point; thence South 21°34'14" West a distance of 377.62 feet to a point; thence along a curve to the left having a radius of 700.00 feet, an arc distance of 251.15 feet, the chord of which bears South 11°17'32" West a chord distance of 249.80 feet to a point; thence South 01°00'50" West a distance of 725.26 feet to a point of curvature; thence along a curve to the right having a radius of 550.00 feet, an arc length of 555.50 feet, the chord of which bears South 29°56'54" West a chord distance of 532.19 feet to a point; thence along a curve to the right having a radius of 25,637.45 feet, an arc distance of 379.19 feet, the chord of which bears South 59°18'23" West a chord distance of 379.19 feet to a point; thence South 59°43'48" West a distance of 392.61 feet to a point; thence South 58°35'06" West a distance of 372.50 feet to a point; thence along a curve to the right having a radius of 1495.89 feet, an arc distance of 400.86 feet, the chord of which bears South 72°33'11" West a chord distance of 399.07 feet to a point; thence leaving said South line across Winghaven Drive North 09°46'54" West a distance of 146.93 feet back to the POINT OF BEGINNING and containing 15.07 acres more or less.

State Highway Property Right-of-Way

(Parcel 1 - 1.76 Acres)

A tract of land being part of Fractional Section 13, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at the point of intersection of the southern line of Winghaven Drive with the intersection of the South line of Winghaven Drive with the North/South line of property now or formerly of Novus, per the deed recorded in Book 1953, Page 429 and Cherokee Pipeline Company, per the deed recorded in Book 270, Page 52 of the St. Charles County, Missouri Records, said point bears North 48°52'08" West a distance of 7852.99 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof, recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records; thence across said Winghaven Drive, along the line between said Novus and Cherokee Pipeline North 01°09'35" West a distance of 168.97 feet to a point; thence leaving said line, along the northern line of Winghaven Drive, through the aforementioned Novus property the following courses: along a curve to the right having a radius of 1507.88 feet, an arc distance of 93.79 feet, the chord of which bears North 78°08'35" East a chord distance of 93.78 feet to a point; thence along a curve to the right having a radius of 1508.89 feet, an arc distance of 72.41 feet, the chord of which bears North 81°31'02" East a chord distance of 72.40 feet to a point; thence continuing along said line North 81°46'58" East a distance of 296.39 feet to a point; thence North 89°55'17"

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East a distance of 6.03 feet to a point; thence leaving said northern line of Winghaven Drive across said Winghaven Drive South 09°46'54" East a distance of 146.93 feet to a point on the South line of said Winghaven Drive, thence along the said South line along a curve to the right having a radius of 1495.89 feet, an arc distance of 37.45 feet, the chord of which bears South 80°56'08" West a chord distance of 37.45 feet to a point; thence South 78°01'47" West a distance of 259.69 feet to a point; thence along a curve to the left having a radius of 1343.89 feet, an arc distance of 196.90 feet, the chord of which bears South 79°14'54" West a chord distance of 196.73 feet back to the POINT OF BEGINNING and containing 1.76 acres more or less.

State Highway Property Right-of-Way

(Parcel 2 - .90 Acres)

A tract of land being part of Fractional Section 13, Township 46 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at a point marking the western corner of property now or formerly of Novus per the deed recorded in Book 1953, Page 429, and property now or formerly of McEagle-O'Fallon, L.C. per the deed recorded in Book 1989, Page 316, of the St. Charles County, Missouri Records, said point also being a point on the northeastern right-of-way line of Highway 40-61, said point bears North 54°25'14" West a distance of 7707.09 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof, recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records; thence along the northeasterly line of said Highway 40-61 the following courses: North 36°10'51" West a distance of 350.81 feet to a point; thence North 08°18'13" East a distance of 100.29 feet to a point; thence North 07°35'06" West a distance of 50.00 feet to a point; thence South 82°24'58" West a distance of 107.12 feet to a point; thence North 36°11'26" West a distance of 9.67 feet to a point, said point being the point of intersection of the said northeast line of Highway 40-61 with a northern line of said Novus property and also being a southern line of property now or formerly of Cherokee Pipeline Company per the deed recorded in Book 270, Page 582 of the St. Charles County, Missouri Records; thence along the line between said Cherokee Pipeline and Novus North 82°24'58" East a distance of 235.20 feet to a point; thence leaving said line through the Novus property the following courses: South 10°44'47" West a distance of 176.76 feet to a point; thence South 30°12'36" East a distance of 320.26 feet to a point, said point being a point on the line between the aforementioned McEagle-O'Fallon L.C. property and said Novus property; thence along said line South 82°55'20" West a distance of 50.62 feet back to the POINT OF BEGINNING and containing 0.90 acres.

McEagle-O'Fallon, L.C. Property

State Highway Right-of-Way

(0.22 Acres)

A tract of land being part of Fractional Section 13, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of property now or formerly of McEagle-O'Fallon, L.C., said point being the southwest corner of property now or formerly of Novus per the deed recorded in Book 1953, Page 429 of the St. Charles County, Missouri Records, said point also bears North 54°25'14" West a distance of 7707.09 feet from the southeasterly corner of Monsanto Animal Agricultural Farm, a subdivision, according to the plat thereof, recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records; thence along the North line of the said McEagle property North 82°55'20" East a distance of 50.62 feet to a point; thence through the said McEagle property South 30°12'36" East a distance of 407.67 feet to a point; thence South 36°12'36" East a distance of 130.38 feet to a point, said point being a point on the northern right-of-way line of the East Outer Road South of Winghaven Drive; thence along the projection of said line South 23°50'58" West a distance of 2.18 feet to a point on the northeast right-of-way line of U.S. Highway 40/61; thence along said right-of-way line North 36°10'51" West a distance of 269.20 feet to a point; thence continuing along said line North 53°48'42" East a distance of 5.00 feet to a point; thence North 36°10'51" West a distance of 110.00 feet to a point; thence South 53°48'42" West a distance of 5.00 feet to a point; thence North 36°10'51" West a distance of 182.34 feet back to the POINT OF BEGINNING and containing 0.22 acres.

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LEGAL DESCRIPTION OF ARTERIAL ROADWAY

(Circumvential Roadway)

(Novus Portion - 9.68 Acres)

A tract of land in U.S. Survey 1641 and 1669, Township 46 North, Ranges 2 and 3 East, St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at a point marking the intersection of the eastern line of Winghaven Drive with the northern line of the circumvential roadway, said point bears North 30°26'09" West a distance of 7502.31 feet from the southeast corner of Monsanto Agricultural Farm, a subdivision according to the plat thereof, recorded in Plat Book 22, Page 165 of the St. Charles County, Missouri Records; thence along a northern, eastern, and southern line of the circumvential roadway, along a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, the chord of which bears South 43°59'10" East a chord distance of 35.36 feet to a point; thence South 88°59'10" East a distance of 49.61 feet to a point; thence along the curve to the right having a radius of 550.00 feet an arc distance of 53.65 feet the chord of which bears South 86°11'31" East a chord distance of 53.63 feet to a point of tangency; thence South 83°23'51" East a distance of 282.31 feet to the point; thence along a curve to the left having a radius of 450.00 feet an arc distance of 22.48 feet the chord of which bears South 84°49'43" East a chord distance of 22.48 feet to a point of tangency; thence South 86°15'36" East a distance of 425.93 feet to a point of curve; thence along a curve to the right having a radius of 430.00 feet an arc distance of 614.33 feet the chord of which bears South 45°19'54" East a chord distance of 563.40 feet to a point of tangency; thence South 04°24'12" East a distance of 58.47 feet to a point of curvature; thence along a curve to the left having a radius of 370.00 feet, an arc length of 141.39 feet, the chord of which bears South 15°21'04" East a chord distance of 140.54 feet to a point; thence South 26°17'56" East a distance of 264.37 feet to a point of curvature; thence along a curve to the right having a radius of 830.00 feet, an arc length of 384.58 feet, the chord of which bears South 13°01'29" East a chord distance of 381.15 feet to a point; thence South 00°14'58" West a distance of 840.84 feet to a point of curvature; thence along a curve to the left having a radius of 770.00 feet, an arc length of 639.64 feet, the chord of which bears South 23°32'55" East a chord distance of 621.41 feet to a point of reverse curvature; thence along a curve to the right having a radius of 830.00 feet, an arc length of 254.59 feet, the chord of which bears South 38°33'32" East a chord distance of 253.60 feet to a point; thence South 29°46'18" East a distance of 326.90 feet to a point of curvature; thence along a curve to the right having a radius of 830.00 feet, an arc length of 724.05 feet, the chord of which bears South 04°46'50" East a chord distance of 701.31 feet to a point; thence South 20°12'38" West a distance of 246.19 feet to a point of curvature; thence along a right having a radius of 1030.00, an arc length of 508.27 feet, the chord of which bears South 34°20'51" West a chord distance of 503.13 feet to a point, said point being the point of intersection of the southern line of said circumvential roadway with the line between property now or formerly of Novus, per the deed recorded in Deed Book 1953, Page 429 with the eastern line of property now or formerly of McEagle-O'Fallon, L.C., per the deed recorded in Book 1965, Page 290 of the said St. Charles County, Missouri Records; thence along said line North 16°06'22" West a distance of 66.90 feet to a point on the northern line of said circumvential roadway; thence leaving said line, through the western and southern lines of said circumvential roadway the following courses: along a curve to the left having a radius of 970.00 feet, an arc distance of 449.95 feet, the chord of which bears North 33°29'58" East a chord distance of 445.93 feet to a point; thence North 20°12'38" East a distance of 246.19 feet to a point of curvature; thence along a curve to the left having a radius of 770.00 feet, an arc distance

of 671.71 feet, the chord of which bears North 04°46'50" West a chord distance of 650.62 feet to a point; thence North 29°46'18" West a distance of 326.90 feet to a point of curvature; thence along a curve to the left having a radius of 770.00 feet, an arc distance of 236.19 feet, the chord of which bears North 38°33'32" West a chord distance of 235.26 feet to a point of reverse curvature; thence along a curve to the right having a radius of 830.00 feet, an arc length of 689.48 feet, the chord of which bears North 23°32'55" West a chord distance of 669.83 feet to a point; thence North 00°14'58" East a distance of 447.46 feet to a point; thence South 87°17'16" West a distance of 20.03 feet to a point; thence North 00°14'58" East a distance of 394.42 feet to a point of curvature; thence along a curve to the left having a radius of 750.00 feet, an arc length of 347.51 feet, the chord of which bears North 13°01'29" West a chord distance of 344.41 feet to a point; thence North 26°17'56" West a distance of 264.37 feet to a point of curvature; thence along a curve to the right having a radius of 450.00 feet, an arc length of 171.97 feet, the chord of which bears North 15°21'04" West a chord distance of 170.92 feet to a point; thence North 04°24'12" West a distance of 58.48 feet to a point of curvature; thence along a curve to the left having a radius of 305.79 feet, an arc length of 303.16 feet, the chord of which bears North 32°48'17" West a chord distance of 290.90 feet to a point; thence North 61°12'23" West a distance of 36.99 feet to a point of curve; thence along a curve to the left having a radius of 330.00 feet, an arc length of 144.30 feet, the chord of which bears North 73°43'59" West a chord distance of 143.15 feet to a point; thence North 86°15'36" West a distance of 425.93 feet to a point of curve; thence along a curve to the right having a radius of 550.00 feet, an arc length of 27.48 feet, the chord of which bears North 84°49'43" West a chord distance of 27.47 feet to a point; thence North 83°23'51" West a distance of 282.31 feet to a point of curve; thence along a curve to the left having a radius of 450.00 feet, an arc length of 43.89 feet, the chord of which bears North 86°11'31" West a chord distance of 43.88 feet to a point; thence North 88°59'10" West a distance of 60.22 feet to a point; thence along a curve to the left having a radius of 25.00 feet, an arc distance of 34.46 feet, the chord of which bears South 51°31'36" West a chord distance of 31.80 feet to a point, said point being a point on the eastern line of the aforementioned Winghaven Drive; thence along said eastern line the following courses: along a curve to the left having a radius of 550.00 feet, an arc length of 105.84 feet, the chord of which bears North 06°31'36" East a chord distance of 105.68 feet to a point; thence North 01°00'50" East a distance of 40.03 feet back to the POINT OF BEGINNING and containing 9.68 acres.

(McEagle-O'Fallon L.C. (Formerly Rabb) Portion - 3.55 Acres)

A tract of land in U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at a point on the southern line of said circumvental roadway at its intersection section with the eastern line of the McEagle - O'Fallon L.C. formerly Rabb property per the deed recorded in Deed Book 1965, Page 296 of the St. Charles County Missouri Records with a western line of property now or formerly of Novus per the deed recorded in Book 1953, Page 429 of the said St. Charles County Missouri Records, said point bears North 46°30'23" West a distance of 2818.97 feet from the southeast corner of Monsanto Agricultural Farm a subdivision according to the plat thereof in Plat Book 20, Page 165 of the St. Charles County Missouri Records; thence along the southern line of said circumvental roadway along a curve to the right having a radius of 1030.00 feet an arc distance of 488.54 feet the chord of which bears South 62°04'21" West a chord distance of 483.98 feet to a point of tangency; thence South 75°39'38" West a distance of 584.32 feet to a point; thence along a curve to the right having a radius of 1030.00, an arc distance of 40.76, the chord of which bears South 76°47'39" West a chord distance of 40.75 feet to a point; thence continuing along curve to the right having a radius of 1030.00 feet, an arc distance of 459.87 feet, the chord of which bears North 89°16'54" West a chord distance of 456.06 feet to the point; thence North 79°13'50" West a distance of 427.86 feet to point; thence along a curve to the left having a radius of 350.00 feet, an arc distance of

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221.57 feet, the chord of which bears South 82°31'07" West a chord distance of 217.89 feet to a point on the northeastern right-of-way of Missouri Highway 40-61; thence along said northeast line of Highway 40-61 North 36°11'26" West a distance of 101.34 feet to a point, said point being the point of intersection of the northern line of said Highway 40-61 with the northern of the herein described circumvential roadway; thence through the said McEagle-O'Fallon property along curve to the right having a radius of 450.00 feet an arc distance of 325.90 feet the chord of which bears North 82°45'43" East a chord distance of 318.82 feet to a point; thence South 73°41'42" East a distance of 410.03 feet to a point of curve; thence along curve to the left having a radius of 970.00 feet an arc distance of 445.57 feet the chord of which bears North 89°39'01" East a chord distance of 441.66 feet to a point; thence continuing along a curve to the left having a radius of 970.00 feet, an arc distance of 29.50 feet the chord of which bears North 76°25'32" East a chord distance of 25.90 feet to a point; thence North 75°39'38" East a distance of 584.32 feet to a point of curve; thence along curve to the left having a radius of 970.00 feet an arc distance of 488.79 feet the chord of which bears North 61°13'29" East a chord distance of 483.64 feet to a point on the aforementioned line between McEagle and Novus; thence along the said line South 16°06'22" East a distance of 66.90 feet back to the POINT OF BEGINNING and containing 3.55 acres.

(Bates Connector Road - 2.03 Acres)

A tract of land being part of U.S. Surveys 1669 and 1641 in Township 46 North, Range 3 East, St. Charles County, Missouri and being part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office; thence along the said western line of Lall property and the western line of property now or formerly of Stolz per the deed recorded in Deed Book 1690, Page 694 of the said St. Charles County, Missouri records, North 00°02'40" East, a distance of 3717.29 feet to a point on the southern line of Bates Road (40' wide); thence along the said southern line of Bates Road, South 82°08'57" West, a distance of 497.17 feet to an angle point in the said Bates Road and being the POINT OF BEGINNING of the tract of land herein described; thence along the southern line of said Bates Connector Road the following courses: South 82°08'57" West a distance of 779.12 feet to a point of curvature; thence along a curve to the left having a radius of 620.00 feet, an arc length of 97.86 feet, the chord of which bears South 77°37'38" West a chord distance of 97.76 feet to a point of compound curvature; thence along a curve to the left having a radius of 422.26 feet, an arc length of 116.00 feet, the chord of which bears South 65°14'08" West a chord distance of 115.63 feet to a point; thence South 57°21'58" West a distance of 210.27 feet to a point; thence South 60°13'42" West a distance of 95.03 feet to a point of curvature; thence along a curve to the left having a radius of 25.00 feet, an arc length of 39.05 feet, the chord of which bears South 15°29'04" West a chord distance of 35.20 feet to a point, said point being a point on the eastern line of the circumvential roadway through said Winghaven, and also being a point on a curve; thence along said eastern line, along a curve to the left having a radius of 830.00 feet, an arc length of 7.41 feet, the chord of which bears North 29°30'56" West a chord distance of 7.41 feet to a point; thence North 29°46'18" West a distance of 134.36 feet to a point, said point being a point of intersection of said eastern line with the northern line of the aforementioned Bates Connector Road; thence along said northern line of Bates Connector Road, along a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, the chord of which bears South 74°46'18" East a chord distance of 35.36 feet to a point; thence North 60°13'42" East a distance of 95.00 feet to a point; thence North 63°05'27" East a distance of 155.44 feet to a point of curvature; thence along a curve to the right having a radius of 1060.16

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feet, an arc length of 185.30 feet, the chord of which bears North 68°05'53" East a chord distance of 185.06 feet to a point of compound curvature; thence along a curve to the right having a radius of 680.00 feet, an arc length of 107.33 feet, the chord of which bears North 77°37'38" East a chord distance of 107.22 feet to a point; thence North 82°08'57" East a distance of 758.42 feet to a point on the western line of the aforementioned Bates Road; thence along said western line of Bates Road South 26°52'37" East a distance of 63.47 feet back to the POINT OF BEGINNING and containing 2.03 acres more or less.

East Outer Road North of Winghaven Drive

(Novus Portion - 1.40 Acres)

A tract of land lying in Fractional Section 13, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at a point marking the northeast corner of property now or formerly of Cherokee Pipeline per the deed recorded in Book 270, Page 582 of the St. Charles County Missouri Records and also being a northwestern corner of property now or formerly of Novus per the deed recorded in Book 1953, Page 429 of the said St. Charles County Missouri Records, said point bears North 46°19'59" West a distance of 8190.65 feet from the southeast corner of Monsanto Agricultural Farm, a Subdivision according to the plat thereof, recorded in Plat Book 22, Page 165 of the said St. Charles County, Missouri Records; thence along the North line of said Novus property North 88°52'12" East a distance of 154.82 feet to a point on a curve and also being the northeastern line of said Outer Road; thence along the said eastern line of Outer Road the following courses: along a curve to the right having a radius of 366.63 feet an arc distance of 292.10 feet the chord of which bears South 47°36'16" East a chord distance of 284.44 feet to a point; thence South 58°41'56" East a distance of 115.14 feet to a point on the northern line of Winghaven Drive; thence along the northern line of said Winghaven Drive South 81°46'58" West a distance of 296.39 feet to a point, said point being the point of intersection of the northern line of Winghaven Drive with the western and southern line of said East Outer Road; thence along the said East Outer Road the following courses: North 26°18'48" East a distance of 102.21 feet to a point; thence North 46°58'52" West a distance of 79.33 feet to a point; thence along curve to the left having a radius of 233.50 feet an arc distance of 145.11 feet, the chord of which bears North 75°24'36" West a chord distance of 142.79 feet to a point; thence South 89°15'15" West a distance of 16.79 feet to a point on the eastern line of said Cherokee Pipeline property; thence along the said East line North 01°09'35" West a distance of 109.44 feet back to the POINT OF BEGINNING and containing 1.40 acres.

East Outer Road South of Winghaven Drive

(Novus Portion - 2.06 Acres)

A tract of land being part of Fractional Section 12, Township 46 North, Range 2 East, St. Charles County Missouri and being more particularly described as follows:

BEGINNING at a point on the North line of property now or formerly of McEagle-O'Fallon, L.C., formerly Ostoski, per the deed recorded in Deed Book 1989, Page 316 of the St. Charles County Missouri Records, said point also being a point on the South line of property now or

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formerly of Novus per the deed recorded in Deed Book 1953, Page 429 of the St. Charles County Missouri Records, said point bears North 82°55'20" East, a distance of 567.09 feet from the northwestern corner of said McEagle and also bears North 51°24'11" West, a distance of 7300.16 feet from the southeastern corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County Missouri Records; thence leaving said line along the western line of said East Outer Road through the aforementioned Novus property the following courses; North 23°50'58" East, a distance of 38.02 feet to a point; thence along a curve to the left having a radius of 715.44 feet, an arc distance of 371.40 feet the chord of which bears North 10°58'46" East, a chord distance of 367.25 feet to a point; thence along a curve to the left having a radius of 697.44 feet, an arc distance of 50.94 feet the chord of which bears North 04°07'04" West, a chord distance of 50.92 feet to a point; thence North 06°12'36" West, a distance of 146.48 feet to a point; thence North 55°26'36" West, a distance of 99.54 feet to a point, said point being a point on the southern line of Wingham Drive; thence along said southern line of Wingham Drive, North 78°01'47" East, a distance of 259.69 feet to a point, said point being the point of intersection with the eastern line of said Outer Road and the southern line of said Wingham Drive; thence along the eastern line of said Outer Road the following courses; South 38°12'01" West, a distance of 71.43 feet to a point; thence South 06°12'36" East, a distance of 186.51 feet to a point; thence along a curve to the right having a radius of 830.44 feet, an arc distance of 60.65 feet the chord of which bears South 04°07'04" East, a chord distance of 60.64 feet to a point; thence along a curve to the right having a radius of 834.48 feet, an arc distance of 398.92 feet the chord of which bears South 13°26'29" West, a chord distance of 395.13 feet to a point, said point being a point on the aforementioned North line of McEagle-O'Fallon, L.C., formerly Ostoski property; thence along said North line South 82°55'20" West, a distance of 127.36 feet back to the POINT OF BEGINNING and containing 2.06 acres.

(McEagle - O'Fallon, L.C., formerly Ostoski Portion - 1.95 Acres)

A tract of land being part of Fractional Section 12, Township 46 North, Range 2 East, St. Charles County Missouri and being more particularly described as follows:

BEGINNING at a point on the North line of property now or formerly of McEagle-O'Fallon, L.C., formerly Ostoski, per the deed recorded in Deed Book 1989, Page 316 of the St. Charles County Missouri Records, said point also being a point on the South line of property now or formerly of Novus per the deed recorded in Deed Book 1953, Page 429 of the St. Charles County Missouri Records, said point bears North 82°55'20" East, a distance of 567.09 feet from the northwestern corner of said McEagle and also bears North 51°24'11" West, a distance of 7300.16 feet from the southeastern corner of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the St. Charles County Missouri Records; thence along said North line, North 82°55'20" East, a distance of 127.36 feet to a point, said point being a point on the eastern line of said East Outer Road; thence along the eastern line of said East Outer Road along a curve to the right having a radius of 834.48 feet, an arc distance of 30.20 feet the chord of which bears South 28°10'22" West, a distance of 30.19 feet to a point; thence South 26°42'47" West, a distance of 230.30 feet to a point of curve; thence along a series of curves to the left having the following radii arcs, chord bearings and chord distances; radius 716.44 feet, arc distance 47.20 feet the chord of which bears South 24°52'46" West, a chord distance of 47.19 feet, radius 717.66 feet, arc distance 37.60 feet, chord bearing South 21°29'29" West, a chord distance of 37.60 feet; a curve to the left having a radius of 719.04 feet, arc distance 56.25 feet, a chord of which bears South 17°44'56" West, a chord distance of 56.23 feet to a point; a curve to the left having a radius of 719.94 feet, an arc distance of 193.35 feet the chord of which bears South 06°17'42" West, a chord distance of 192.77 feet, a curve to the left having a radius of 721.32 feet, an arc distance of 94.99 feet, the chord of which bears South 02°44'39" East, a chord distance of 94.92 feet, a curve to the left having a radius of 725.32 feet,

Exhibit G-2

Page 5

an arc distance of 95.10 feet the chord of which bears South $10^{\circ}16'24.2''$ East, a chord distance of 95.04 feet; continuing along a curve to the left having a radius of 729.32 feet, an arc distance of 103.16 feet the chord of which bears South $18^{\circ}04'54''$ East a chord distance of 103.08 feet to a point, said point marking the intersection of the northern line of the said East Outer Road with the existing right-of-way line of Highway 40-61; thence along the said right-of-way, North $36^{\circ}10'51''$ West, a distance of 375.13 feet to a point on the projection of the western line of the said East Outer Road; thence along the said projection, North $23^{\circ}50'58''$ East, a distance of 2.18 feet to a point on the proposed widening of Highway 40-61; thence along the western line of said Outer Road, North $23^{\circ}50'58''$ East, a distance of 569.79 feet back to the POINT OF BEGINNING and containing 1.95 acres.

EXHIBIT B
CAPITAL ASSESSMENTS AND ANNUAL ASSESSMENTS

1

RELATIVE AREA PERCENTAGES
(As of Date of Conveyance of WR Land and Golf Course Land)

Novus	McEagle	WR* and Golf**	
Novus Campus:	24.39 acres (CA)	McEagle HTCD:	68.44 acres (CA)
Novus HTCD Resale:	101.57 acres (CA)	McEagle R-4:	57.12 acres (RA)
	125.96 acres		125.56 acres
		WR C-2:	27.20 acres (CA)
		Golf Club House Site:	25.01 acres (CA)
		WR R-1 & R-4:	410.50 acres (RA)
			462.71 acres

(RA = Residential Areas)
(CA = Commercial Areas)

Total Acres Subject to Annual Assessments and Capital Assessments: 714.23 acres

Novus Relative Area Percentage:	17.64%
McEagle Relative Area Percentage:	17.58%
WR and Golf Relative Area Percentage:	64.78%
	100.00%

* Winghaven Residential = WR
** Golf Club Owner = Golf

II.

CAPITAL ASSESSMENTS

Total Acres of Residential Areas Subject to Capital Assessments: 467.62 acres

McEagle Residential Areas Relative Area Percentage:

12.22%
87.78%
100.00%

WR Residential Areas Relative Area Percentage:

100.00%

Total Acres of Commercial Areas Subject to Capital Assessments: 246.61 acres

Novus Commercial Areas Relative Area Percentage:

51.08%

McEagle Commercial Areas Relative Area Percentage:

27.75%

WR and Golf Commercial Areas Relative Area Percentage:

21.17%
100.00%

CAPITAL ASSESSMENTS AGGREGATE CAP AMOUNT

(Calendar Years 1998 - 2002): \$2,514,000

CAPITAL ASSESSMENTS ANNUAL CAP AMOUNTS

(Calendar Years 1998-2002)

1998	1999	2000	2001	2002	Total
\$391,000	\$383,000	\$1,065,000	\$462,000	\$213,000	\$2,514,000

1998 Breakdown

*Includes projected design fees, soft costs, permits, insurance and similar costs.

Item	Residential Areas Share	Commercial Areas Share	Target Amount*
Monuments	25%	75%	\$355,455
Tot Lot	100%	0%	\$ 35,545
			\$391,000

Item	Residential Areas	Commercial Areas
Monuments	Target Amount \$88,863.75	Target Amount \$266,591.25

McEagle	\$10,859.15	Novus	\$136,174.81
WR	\$78,004.60	McEagle	\$ 73,979.07
	\$88,863.75	WR and Golf	\$ 56,437.37
			\$266,591.25

Item	Residential Areas	Commercial Areas
Tot Lot	Target Amount \$35,545.00	Target Amount Not Applicable

McEagle	\$ 4,343.60
WR	\$31,201.40
	\$35,545.00

1998 Totals

Novus	\$136,174.81
McEagle	\$ 89,181.82
WR and Golf	\$165,643.37
	\$391,000.00

1999 Breakdown

*Includes projected design fees, soft costs, permits, insurance and similar costs.

Item	Residential Areas Share	Commercial Areas Share	Target Amount*
Monuments	25%	75%	\$ 28,370
Trails	50%	50%	\$106,389
Tot Lot	100%	0%	\$ 35,463
Landscaping	50%	50%	\$141,852
Signage	50%	50%	\$ 70,926
			\$383,000
Item	Residential Areas	Commercial Areas	
Monuments	Target Amount	Target Amount	
	\$ 7,092.50	\$ 21,277.50	
McEagle	\$ 866.70	Novus: \$ 10,868.55	
WR:	\$ 6,225.80	McEagle: \$ 5,904.51	
	\$ 7,092.50	WR and Golf: \$ 4,504.44	
		\$ 21,277.50	
Item	Residential Areas	Commercial Areas	
Trails	Target Amount	Target Amount	
	\$53,194.50	\$ 53,194.50	
McEagle	\$ 6,500.37	Novus: \$ 27,171.75	
WR:	\$46,694.13	McEagle: \$ 14,761.47	
	\$ 53,194.50	WR and Golf: \$ 11,261.28	
		\$ 53,194.50	

Item
Tot Lot

Residential Areas
Target Amount
\$35,463.00

Commercial Areas
Target Amount
Not Applicable

McEagle: \$ 4,333.58
WR: \$31,129.42
\$35,463.00

Item
Landscaping

Residential Areas
Target Amount
\$70,926.00

Commercial Areas
Target Amount
\$ 70,926.00

McEagle: \$ 8,667.16
WR: \$62,258.84
\$70,926.00

Novus: \$ 36,229.00
McEagle: \$ 19,681.97
WR and Golf: \$ 15,015.03
\$ 70,926.00

Item
Signage

Residential Areas
Target Amount
\$35,463.00

Commercial Areas
Target Amount
\$ 35,463.00

McEagle: \$ 4,333.58
WR: \$31,129.42
\$35,463.00

Novus: \$ 18,114.50
McEagle: \$ 9,840.98
WR and Golf: \$ 7,507.52
\$ 35,463.00

1999 Totals

Novus: \$ 92,383.80
McEagle: \$ 74,890.32
WR and Golf: \$215,725.88
\$383,000.00

2000 Breakdown

*Includes projected design fees, soft costs, permits, insurance and similar costs.

Item	Residential Areas Share	Commercial Areas Share	Target Amount*
Sculpture	0%	100%	\$ 710,000
Trails	50%	50%	\$ 106,500
Tot Lot	100%	0%	\$ 35,500
Landscaping	50%	50%	\$ 142,000
Signage	50%	50%	\$ 71,000
			\$1,065,000
Item	Residential Areas	Commercial Areas	
Sculpture	Target Amount Not Applicable	Target Amount \$710,000	
		Novus: \$362,668.00	
		McEagle: \$197,025.00	
		WR and Golf: \$150,307.02	
		\$710,000.00	
Item	Residential Areas	Commercial Areas	
Trails	Target Amount \$53,250.00	Target Amount \$ 53,250.00	
		Novus: \$ 27,200.10	
		McEagle: \$ 14,776.88	
		WR and Golf: \$11,273.02	
		\$ 53,250.00	
	McEagle: \$ 6,507.15		
	WR: \$46,742.85		
	\$53,250.00		

Item
Total Lot
Residential Areas
Target Amount
\$35,500.00

McEagle: \$ 4,338.10
WR: \$31,161.90
\$35,500.00

Commercial Areas
Target Amount
Not Applicable

Item
Landscaping

Residential Areas
Target Amount
\$71,000.00

McEagle: \$ 8,676.20
WR: \$62,323.80
\$71,000.00

Commercial Areas
Target Amount
\$ 71,000.00

Novus: \$ 36,266.80
McEagle: \$ 19,702.50
WR and Golf: \$ 15,030.70
\$ 71,000.00

Item
Signage

Residential Areas
Target Amount
\$35,500.00

McEagle: \$ 4,338.10
WR: \$31,161.90
\$35,500.00

Commercial Areas
Target Amount
\$ 35,500.00

Novus: \$ 18,133.40
McEagle: \$ 9,851.25
WR and Golf: \$ 7,515.35
\$ 35,500.00

2000 Totals

Novus: \$ 444,268.30
McEagle: \$ 265,215.18
WR and Golf: \$ 335,516.52
\$1,065,000.00

2001 Breakdown

*Includes projected design fees, soft costs, permits, insurance and similar costs.

Item	Residential Areas Share	Commercial Areas Share	Target Amount*
Trails	50%	50%	\$213,231.0
Tot Lot	100%	0%	\$ 35,538
Landscaping	50%	50%	\$ 142,154
Signage	50%	50%	\$ 71,072
			\$ 462,000
Item	Residential Areas	Commercial Areas	
Trails	Target Amount	Target Amount	
	\$106,615.50	\$106,615.50	
McEagle:	\$ 13,028.41	Novus: \$ 54,459.20	
WR:	\$ 93,587.09	McEagle: \$ 29,585.80	
	\$106,615.50	WR and Golf: \$ 22,570.50	
		\$106,615.50	
Item	Residential Areas	Commercial Areas	
Tot Lot	Target Amount	Target Amount	
	\$35,538.00	Not Applicable	
McEagle:	\$ 4,342.74		
WR:	\$31,195.26		
	\$35,538.00		

Item
Landscaping

Residential Areas
Target Amount
\$71,077.00

Commercial Areas
Target Amount
\$71,077.00

McEagle: \$ 8,685.61
WR: \$62,391.39
\$71,077.00

Novus: \$ 36,306.13
McEagle: \$ 19,723.87
WR and Golf: \$ 15,047.00
\$ 71,077.00

Item
Signage

Residential Areas
Target Amount
\$35,538.50

Commercial Areas
Target Amount
\$35,538.50

McEagle: \$ 4,342.80
WR: \$31,195.70
\$35,538.50

Novus: \$ 18,153.07
McEagle: \$ 9,861.93
WR and Golf: \$ 7,523.50
\$ 35,538.50

2001 Totals

Novus: \$ 108,918.40
McEagle: \$ 89,571.16
WR and Golf: \$ 263,510.44
\$ 462,000.00

2002 Breakdown			
Item	Residential Area Share	Commercial Area Share	Target Amount*
Landscaping	50%	50%	\$ 142,000
Signage	50%	50%	\$ 71,000
			\$ 213,000
Item	Residential Areas	Commercial Areas	
Landscaping	Target Amount \$71,000.00	Target Amount \$71,000.00	
	McEagle: \$ 8,676.20	Novus: \$ 36,266.80	
	WR: \$62,323.80	McEagle: \$ 19,702.50	
	\$71,000.00	WR and Golf: \$ 15,030.70	
		\$ 71,000.00	
Item	Residential Areas	Commercial Areas	
Signage	Target Amount \$35,500.00	Target Amount \$35,500.00	
	McEagle: \$ 4,338.10	Novus: \$ 18,133.40	
	WR: \$31,161.90	McEagle: \$ 9,851.25	
	\$35,500.00	WR and Golf: \$ 7,515.35	
		\$ 35,500.00	
2002 Totals			
	Novus: \$ 54,400.20		
	McEagle: \$ 42,568.05		
	WR and Golf: \$ 116,031.75		
	\$ 213,000.00		

GRAND TOTALS - CAPITAL ASSESSMENTS

	1998	1999	2000	2001	2002	TOTAL	%
Novus	\$136,174.81	\$ 92,383.80	\$ 444,268.30	\$108,918.40	\$ 54,400.20	\$ 836,145.51	33.26%
McEagle	\$ 89,181.82	\$ 74,890.32	\$ 265,215.18	\$ 89,571.16	\$ 42,568.05	\$ 561,426.53	22.33%
WR and Golf	\$165,643.27	\$215,725.88	\$ 355,516.52	\$263,510.44	\$116,031.75	\$1,116,427.86	44.41%
	\$391,000.00	\$383,000.00	\$1,065,000.00	\$462,000.00	\$213,000.00	\$2,514,000.00	100.00%
Residential Areas	\$124,408.75	\$202,139.00	\$ 195,250.00	\$248,769.00	\$106,500.00	\$ 877,066.75	34.89%
Commercial Areas	\$266,591.25	\$180,861.00	\$ 869,750.00	\$213,231.00	\$106,500.00	\$1,636,933.25	65.11%
	\$391,000.00	\$383,000.00	\$1,065,000.00	\$462,000.00	\$213,000.00	\$2,514,000.00	100.00%

**ANNUAL ASSESSMENT
(Calendar Years 1998-2002)**

<u>Year</u>	<u>Annual Assessment Cap Amount</u>
1998	\$ 50,000.00
1999	\$150,000.00
2000	\$300,000.00
2001	\$400,000.00
2002	\$600,000.00

CALCULATION OF ANNUAL ASSESSMENT CAP AMOUNT FOR 2003

- 1998 - \$600,000.00 is the stipulated Annual Assessment Cap Amount for 1998 for purpose of calculating Annual Assessment Cap Amount for 2003
- 1999 - 1998 Annual Assessment Cap Amount + CPI Increase from 1998
- 2000 - 1999 Annual Assessment Cap Amount + CPI Increase from 1999
- 2001 - 2000 Annual Assessment Cap Amount + CPI Increase from 2000
- 2002 - 2001 Annual Assessment Cap Amount + CPI Increase from 2001
- 2003 - 2002 Annual Assessment Cap Amount + CPI Increase from 2002

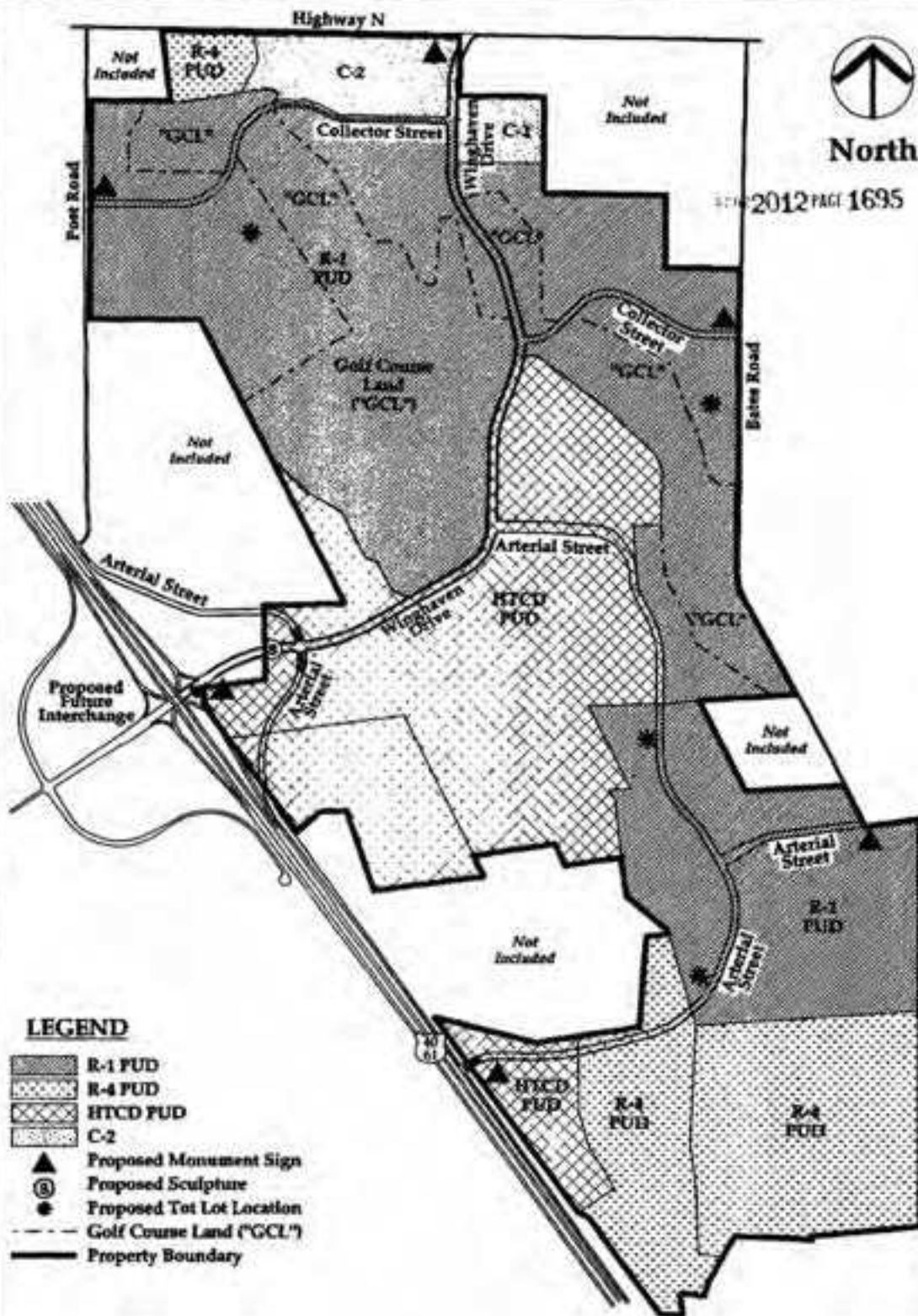
Note: The Annual Assessment Cap Amount for 2003 reflects the compounding of the CPI Increase for the calendar years 1998 through 2002 (inclusive)

LEGAL DESCRIPTION OF BUFFER ZONE

A tract of land being part of U.S. Survey 1669 in Township 46 North, Ranges 2 and 3 East of the 5th Principal Meridian, St. Charles County, Missouri and part of Monsanto Animal Agricultural Farm, a subdivision according to the plat thereof recorded in Plat Book 22, Page 165 of the Recorder's Office in St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at the southeasterly corner of above said Monsanto Animal Agricultural Farm, said point also being located on the westerly line of a tract of land as conveyed to Robert and Virginia Lall according to instrument recorded in Book 835, Page 251 of the above said Recorder's Office, said point also being located in the centerline of the relocated Dardenne Creek, also being a point on the North line of property conveyed to Gerdes per the deed recorded in Book 1508, Page 1890 of the said Records; thence along the North line of said Gerdes property and its extension South 85° 04' 34" West a distance of 975.06 feet to a point; thence South 01° 08' 00" West a distance of 36.95 feet to a point; thence North 84° 53' 00" West a distance of 224.47 feet to a point; thence North 88° 23' 00" West a distance of 469.26 feet to a point; thence South 31° 01' 43" West a distance of 211.78 feet to a point on the easterly line of a tract of land as conveyed to McEagle - O'Fallon, L.C. by instrument recorded in Book 1965 Page 290 of the above said Recorder's Office; thence along said McEagle property, and the Corrected Plat of Martel Subdivision, a subdivision according to the plat thereof recorded in Plat Book 8 Page 24 of the above said Recorder's Office the following courses: North 80° 31' 49" West a distance of 222.03 feet to a point; thence North 02° 02' 50" West a distance of 558.75 feet to a point; thence North 07° 28' 54" West a distance of 430.05 feet to a point; thence North 02° 47' 32" East a distance of 1088.37 feet to a point; thence North 16° 06' 22" West a distance of 900.86 feet to a point; thence North 49° 42' 43" West a distance of 486.52 feet to a point on the easterly line of Elm Grove Subdivision, a subdivision according to the plat thereof recorded in Plat Book 6 Page 34 of the above said Recorder's Office; also being the POINT OF BEGINNING of the herein described tract of land; thence along the East line of said Elm Grove Subdivision North 07° 29' 34" West a distance of 353.68 feet; thence leaving said Elm Grove Subdivision, through Winghaven the following courses: North 06° 12' 28" West a distance of 531.26 feet to a point; thence North 31° 59' 24" West a distance of 106.70 feet to a point; thence North 86° 45' 32" East a distance of 195.24 feet to a point; thence North 26° 39' 09" West a distance of 845.43 feet to a point; thence North 87° 17' 16" East a distance of 600.81 feet to a point on the western line of the circumvential roadway through Winghaven; thence along the western line of said circumvential roadway North 00° 14' 58" East a distance of 394.42 feet to a point of curvature; thence along a curve to the left having a radius of 750.00 feet, an arc length of 347.51 feet, the chord of which bears North 13° 01' 29" West a chord distance of 344.41 feet to a point; thence North 26° 17' 56" West a distance of 264.37 feet to a point of curvature; thence along a curve to the right having a radius of 450.00 feet, an arc length of 171.97 feet, the chord of which bears North 15° 21' 04" West a chord distance of 170.92 feet to a point; thence North 04° 24' 12" West a distance of 58.47 feet to a point of curvature; thence along a curve to the left having a radius of 305.89 feet, an arc length of 29.33 feet, the chord of which bears North 07° 09' 02" West a chord distance of 29.32 feet to a point of curve on the West side of said circumvential roadway; thence across said circumvential roadway North 80° 06' 06" East a distance of 80.18 feet to a point on the East side of said circumvential roadway; thence leaving said roadway, through said Winghaven the following courses: North 04° 09' 09" West a distance of 397.18 feet to a point; thence North 89° 46' 50" East a distance of 260.70 feet to a point; thence North 04° 09' 52" West a distance of 484.04 feet to a point of curvature; thence along a curve to the left having a radius of 300.00 feet, an arc length of 226.28 feet, the chord of which bears North 25° 46' 27" West a chord distance of 220.96 feet to a point; thence North 47° 22' 53" West a distance of 407.83 feet to a point; thence North 47° 50' 33" West a distance of 115.09 feet to a point; thence North 52° 53' 03" West a distance of 832.00 feet to a point; thence South 85° 24' 05" West a distance of 53.77 feet to a point, said point being a point on the eastern line of Winghaven Drive; thence along the eastern line of Winghaven Drive South

19°00'44" West a distance of 580.09 feet to a point of curvature; thence along a curve to the left having a radius of 700.00 feet, an arc length of 251.15 feet, a chord of which bears South 11°17'32" West a chord distance of 249.80 feet to a point; thence South 01°00'50" West a distance of 725.26 feet to a point of curvature; thence along a curve to the right having a radius of 550.00 feet, an arc length of 562.13 feet, the chord of which bears South 30°17'36" West a chord distance of 537.98 feet to a point; thence South 59°34'22" West a distance of 486.02 feet to a point; thence leaving the eastern line of said Winghaven Drive, through the aforementioned Winghaven the following courses: North 70°25'44" West a distance of 205.82 feet to a point; thence North 64°14'55" West a distance of 84.94 feet to a point; thence North 28°46'28" West a distance of 296.72 feet to a point; thence North 70°25'57" West a distance of 101.75 feet to a point; thence North 27°30'58" West a distance of 476.26 feet to a point; thence North 60°05'18" West a distance of 334.04 feet to a point; thence North 47°43'38" West a distance of 465.03 feet to a point on the southwest line of U.S. Survey 1669; thence along said southwest line North 26°46'16" West a distance of 838.80 feet to a point; thence leaving said southwest line, through said Winghaven the following courses: South 47°43'38" East a distance of 1215.86 feet to a point; South 60°05'18" East a distance of 389.20 feet to a point; thence South 27°30'58" East a distance of 445.99 feet to a point; thence South 70°25'57" East a distance of 97.96 feet to a point; thence South 26°46'28" East a distance of 310.49 feet to a point; thence South 70°25'44" East a distance of 25.98 feet to a point; thence North 59°34'22" East a distance of 346.13 feet to a point of curvature; thence along a curve to the left having a radius of 250.00 feet, an arc length of 255.51 feet, the chord of which bears North 30°17'36" East a chord distance of 244.54 feet to a point; thence North 01°00'50" East a distance of 725.26 feet to a point of curvature; thence along a curve to the right having a radius of 1,000.00 feet, an arc length of 358.78 feet, the chord of which bears North 11°17'32" East a chord distance of 356.86 feet to a point; thence North 21°34'14" East a distance of 377.62 feet to a point of curvature; thence along a curve to the left having a radius of 500.00 feet, an arc length of 320.08 feet, the chord of which bears North 03°13'52" East a chord distance of 314.65 feet to a point; thence North 15°06'30" West a distance of 49.42 feet to a point; thence North 85°24'05" East a distance of 469.26 feet to a point; thence South 52°53'03" East a distance of 959.51 feet to a point; thence South 47°50'18" East a distance of 130.71 feet to a point; thence South 47°22'53" East a distance of 407.77 feet to a point of curvature; thence along a curve to the right having a radius of 600.00 feet, an arc distance of 452.54 feet, the chord of which bears South 25°46'28" East a chord distance of 441.89 feet; thence South 04°10'03" East a distance of 805.52 feet to a point; thence South 89°46'50" West a distance of 260.77 feet to a point; thence South 04°09'09" East a distance of 390.64 feet to a point; thence South 26°17'56" East a distance of 86.83 feet to a point of curvature; thence along a curve to the right having a radius of 1050.00 feet, an arc length of 486.52 feet, the chord of which bears South 13°01'29" East a chord distance of 482.18 feet to a point; thence South 00°14'58" West a distance of 679.30 feet to a point; thence South 87°17'16" West a distance of 424.26 feet to a point; thence South 26°39'09" East a distance of 840.80 feet to a point; thence South 86°45'32" West a distance of 289.62 feet to a point; thence South 06°53'39" East a distance of 655.90 feet to a point; thence South 82°30'26" West a distance of 300.00 feet back to the POINT OF BEGINNING.



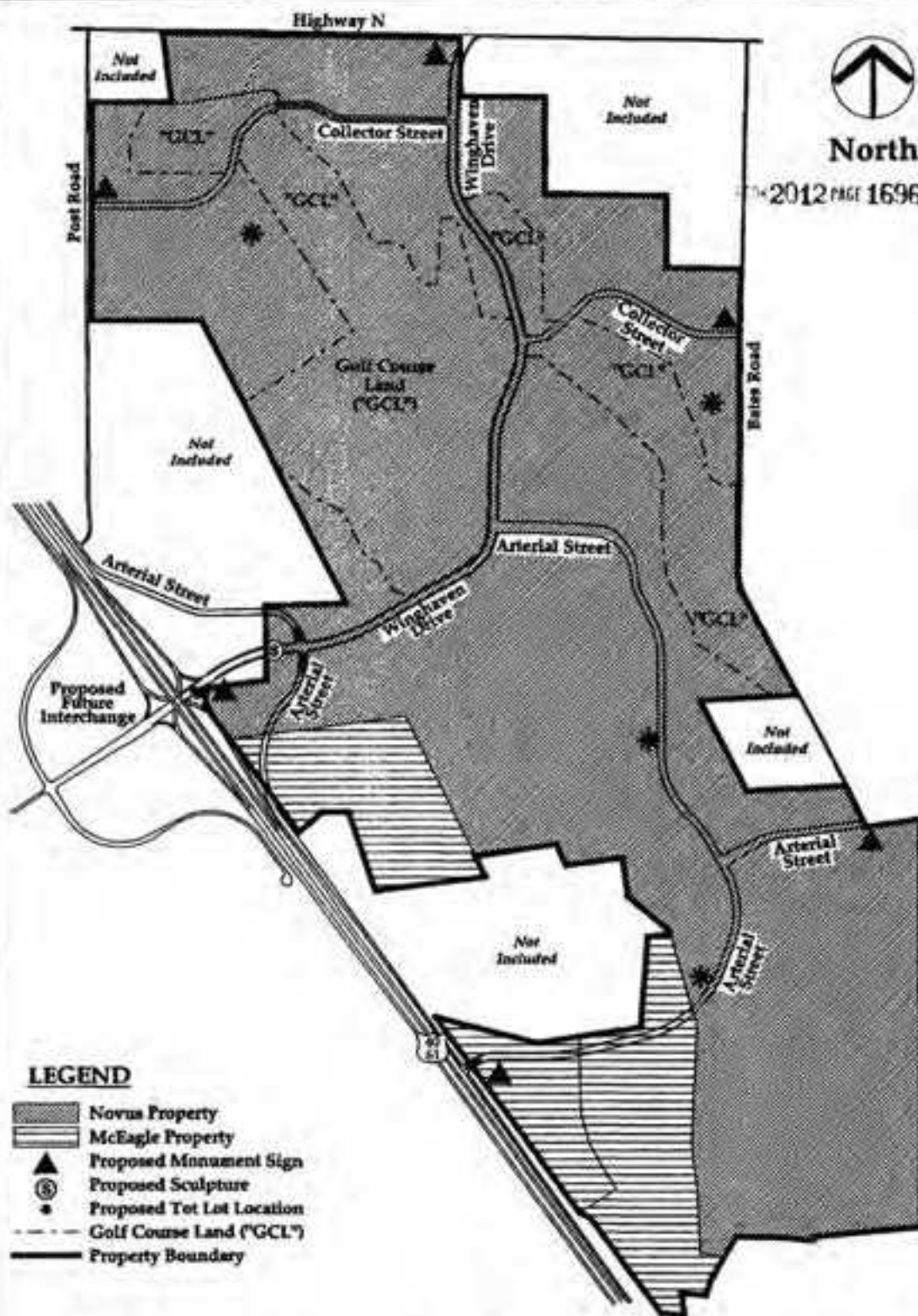
Winghaven

Master Development Plan

Existing Land Use Classifications

Sheet 1 of 11








Exhibit Z to Declaration of Covenants, Conditions and Restrictions



North

2012 PAGE 1696

LEGEND

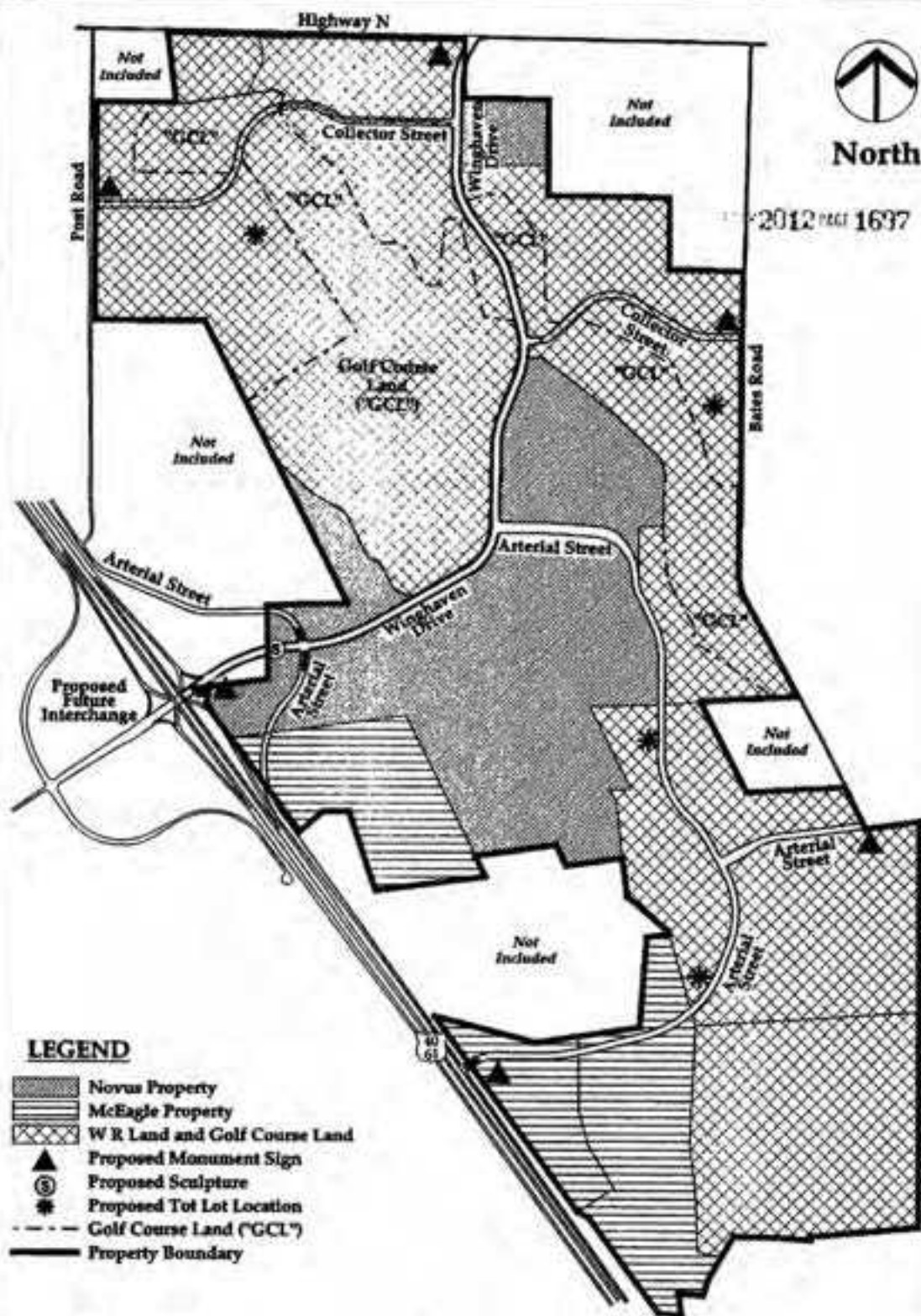
-  Novus Property
-  McEagle Property
-  Proposed Monument Sign
-  Proposed Sculpture
-  Proposed Tot Lot Location
-  Golf Course Land ("GCL")
-  Property Boundary

Winghaven **Master Development Plan**

Ownership Prior to Conveyance to Winghaven Residential and McWing

Sheet 2 of 11

Exhibit Z to Declaration of Covenants, Conditions and Restrictions



North

LEGEND

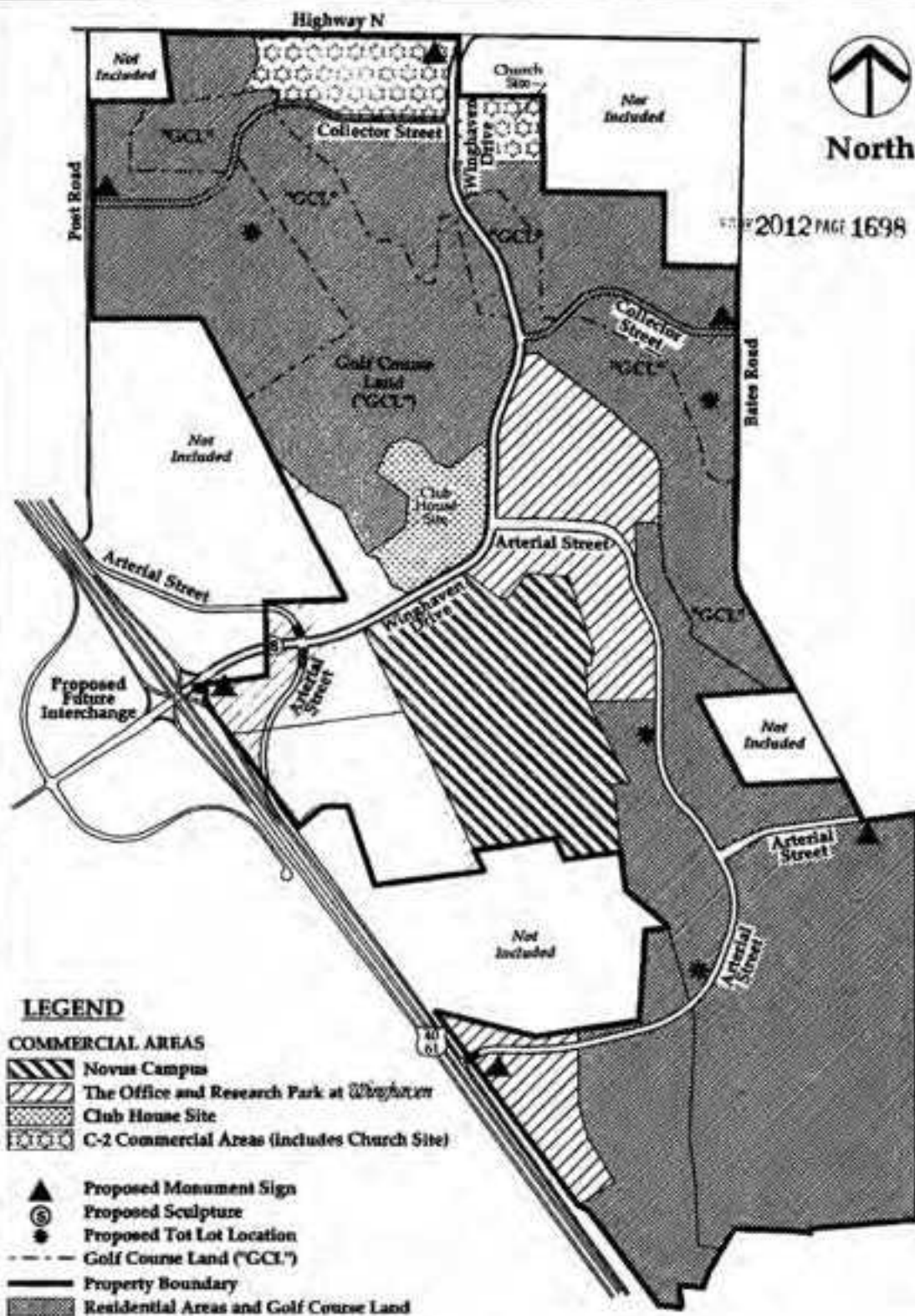
- Novus Property
- McEagle Property
- WR Land and Golf Course Land
- Proposed Monument Sign
- Proposed Sculpture
- Proposed Tot Lot Location
- Golf Course Land (GCL)
- Property Boundary

Winghaven Master Development Plan

Ownership After Conveyance to Winghaven Residential and McWing

Sheet 3 of 11

Exhibit Z to Declaration of Covenants, Conditions and Restrictions



North

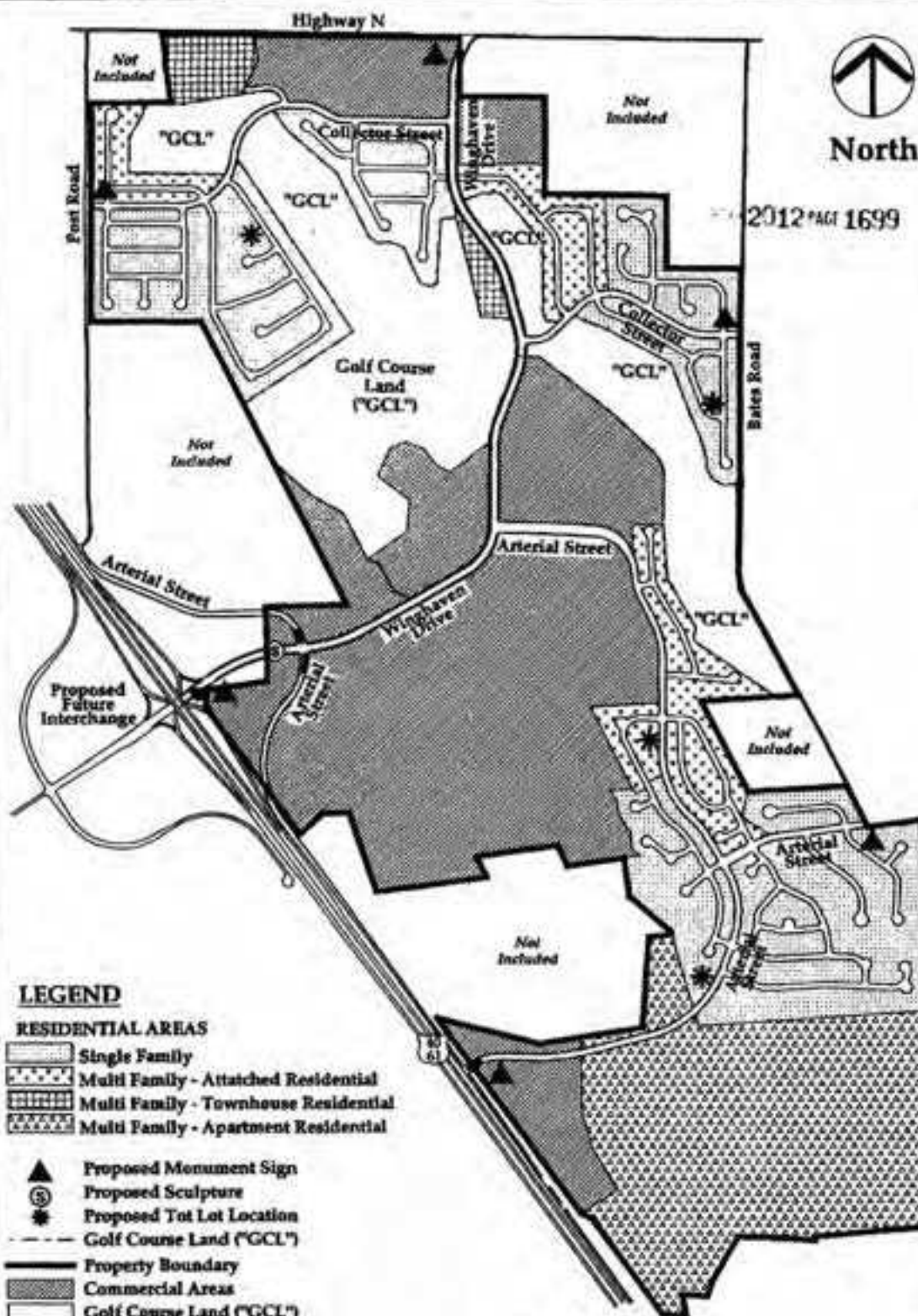
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Winghaven Master Development Plan

Commercial Areas

Sheet 4 of 11

Exhibit Z to Declaration of Covenants, Conditions and Restrictions



Winghaven **Master Development Plan**

Residential Areas

Sheet 5 of 11

Exhibit Z to Declaration of Covenants, Conditions and Restrictions

Highway N

Not
Included

Village S



North

2012 PAGE 1700



LEGEND

- Single Family - Neighborhood I
 - Village A - 55 Units / 5,500 sq. ft. Minimum Lot Size
 - Village B - 59 Units / 30,000 sq. ft. Minimum Lot Size
 - Village C - 65 Units / 8,250 sq. ft. Minimum Lot Size
 - Village D - 56 Units / 6,000 sq. ft. Minimum Lot Size
- Multi Family - Attached Residential
 - Village E - 10 Units
- Multi Family - Townhouse Residential
 - Village S - 64 Units
- Proposed Monument Sign
- Proposed Sculpture
- Proposed Tot Lot Location
- Golf Course Land ("GCL")
- Property Boundary

Winghaven

Master Development Plan

Residential Areas - Neighborhood I, Village E & Village S

Sheet 6 of 11

Exhibit Z to Declaration of Covenants/Conditions and Restrictions



North

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Winghaven

Master Development Plan

Residential Areas - Neighborhood II & Village R

Sheet 7 of 11

Exhibit Z to Declaration of Covenants/Conditions and Restrictions



North

2012 (REV 17)2

Not
Included






Not
Included

Bates Road

"GCL"

LEGEND

-  **Single Family - Neighborhood III**
Village I - 50 Units / 5,500 sq. ft. Minimum Lot Size
Village J - 35 Units / 4,000 sq. ft. Minimum Lot Size
Village K - 43 Units / 7,299 sq. ft. Minimum Lot Size
Village L - 15 Units / 10,800 sq. ft. Minimum Lot Size
-  **Multi Family - Attached Residential**
Village H - 116 Units

-  **Proposed Monument Sign**
 **Proposed Sculpture**
 **Proposed Tot Lot Location**
 **Golf Course Land ("GCL")**
 **Property Boundary**

Winghaven

Master Development Plan

Residential Areas - Neighborhood III & Village H

Sheet 8 of 11

Exhibit Z to Declaration of Covenants/Conditions and Restrictions



North

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LEGEND

- Single Family - Neighborhood IV**
Village N - 45 Units / 11,820 sq. ft. Minimum Lot Size
Village O - 75 Units / 8,250 sq. ft. Minimum Lot Size
Village P - 50 Units / 6,000 sq. ft. Minimum Lot Size
Village Q - 80 Units / 9,600 sq. ft. Minimum Lot Size
- Multi Family - Attached Residential**
Village M - 100 Units

- Proposed Monument Sign
 Proposed Sculpture
 Proposed Tot Lot Location
 Golf Course Land ("GCL")
 Property Boundary

Winghaven

Master Development Plan

Residential Areas - Neighborhood IV & Village M

Sheet 9 of 11

Exhibit Z to Declaration of Covenants/Conditions and Restrictions

Highway N



North

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LEGEND

- Arterial Streets - 100' R.O.W. with 1 sidewalk
- Arterial Streets - 60' and 80' R.O.W. with 1 sidewalk
- Collector Streets - 60' and 50' R.O.W. with 1 sidewalk
- Proposed Trail System (Including Sidewalk Portions)
- Proposed Monument Sign
- Proposed Sculpture
- Proposed Tot Lot Location
- Golf Course Land ("GCL")
- Property Boundary

Winghaven Master Development Plan

Streets and Trails System

Sheet 10 of 11

Exhibit Z to Declaration of Covenants, Conditions and Restrictions

