10-42 LIST-MISC

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STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

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Barbara J. Hull

RECORDER OF DEEDS

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN (this "Amendment") is made this 12TH day of April, 1999 by Novus Campus, L.L.C., a Delaware limited liability company ("Novus"), and McEagle O'Fallon L. L. C., a Missouri limited liability company ("McEagle"), and Winghaven Residential, L.L.C., a Missouri limited liability company ("Winghaven Residential").

WITNESSETH:

BOOK 2237 PAGE 1510

WHEREAS, a certain instrument entitled Declaration of Covenants, Conditions and Restrictions for Winghaven (the "Declaration") was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, covering that certain real property described on Exhibits A-1 and A-2 attached hereto; and

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by unanimous vote of the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership; and

WHEREAS, under the terms of the Declaration, Winghaven Residential is presently the sole Residential Class Member, McEagle is presently the sole Commercial Class Member, and Novus is presently the sole Novus Class Member (as successor to Novus Property Holdings, L.L.C.); and

WHEREAS, Novus, McEagle and Winghaven Residential are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, Novus, McEagle and Winghaven Residential desire and intend to amend the Declaration pursuant to said authority, all as more particularly set forth hereinafter.

NOW THEREFORE, the Declaration is hereby amended as follows:

A. Amendments.

1. The definition of the term "Affiliate" set forth in Article I of the Declaration shall be amended by adding thereto the following:

In addition to the foregoing, the following entities shall be deemed to be Affiliates of McEagle: (a) O'Fallon Land Investors, L.L.C., a Missouri limited liability company ("O'Fallon Land Investors"), so long as O'Fallon Land Investors is controlled by Paul J. McKee, Jr. and/or other members of the McKee family (either directly, or through trusts, so long as all of the then current beneficiaries of such trusts (as to both income and principal interests therein) are members of the McKee family), and

(b) WingHaven Land Investors, L.L.C., a Missouri limited liability company ("WingHaven Land Investors"), so long as O'Fallon Land Investors is a member of WingHaven Land Investors and retains its status as an Affiliate under clause (a) above. For purposes of the preceding sentence, the term "controlled" shall mean ownership of at least fifty-one percent (51%) of the membership interests in O'Fallon Land Investors, and the term "McKee family" shall mean Paul J. McKee, Jr., his spouse, his children and their lineal descendants, and the spouses of his children and their lineal descendants.

2. The defined term "Winghaven" set forth in Article I of the Declaration shall be amended to read "WingHaven", and all uses of such defined term within the Declaration shall be amended to read "WingHaven".

3. Article XVII, Section 2 of the Declaration shall be amended to read, in its entirety, as follows:

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:

(a) to any Affiliate of McEagle (other than WingHaven Land Investors) which becomes a successor Owner of any portion of The Office and Research Park at WingHaven, or

(b) to O'Fallon Land Investors provided that (1) O'Fallon Land Investors is both an Affiliate of McEagle and a member of WingHaven Land Investors, and (2) WingHaven Land Investors is an 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. Following such an assignment, except to the extent otherwise expressly provided in this Declaration, the assignee shall receive and retain all rights, powers and authorities granted to and reserved by McEagle in this Declaration, so long as:

(x) in the case of an assignment to an Affiliate pursuant to clause (a) hereof, such Affiliate is an Owner of any portion of The Office and Research Park at WingHaven, or

(y) in the case of an assignment to O'Fallon Land Investors pursuant to clause (b) hereof (1) O'Fallon Land Investors is both an Affiliate of McEagle and a member of WingHaven Land Investors, and (2) WingHaven Land Investors is an Owner of any portion of The Office and Research Park at WingHaven.

B. Miscellaneous.

1. This Amendment shall be applicable to events and circumstances occurring after the effective date, unless otherwise expressly set forth herein.

2. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds of St. Charles County, Missouri.

3. This Amendment 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 parties hereto may not have signed the same counterparts.

4. Each and every other term of the Declaration shall remain unchanged, and the parties hereto ratify each and every provision of the Declaration, except as expressly modified by this Amendment. Capitalized terms used but not otherwise defined herein, shall have the meaning ascribed to such terms in the Declaration.

5. This Amendment shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Declarants, the Master Association, all and any Ancillary Associations and all Owners and their respective successors in interest, as the case may be.

[Signatures are set forth on the following page.]

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

NOVUS CAMPUS, L.L.C.

By: La Voges

Its: Vice President

McEAGLE-O'FALLON, L.C.

By: Ray J. McKee Jr.

Its: Mgr.

WINGHAVEN RESIDENTIAL, LLC

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

By: John C. Eilerman

Its: President

STATE OF MISSOURI)
)
COUNTY OF)

On this 12th day of April, 1999, before me appeared L. A. Vogel, to me personally known, who being by me duly sworn, did say that he is the Vice President of NOVUS CAMPUS, 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.

Patricia L. Zimmer
Notary Public

My Commission Expires:

PATRICIA L ZIMMER
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. AUG. 19,1999

STATE OF MISSOURI)
)
COUNTY OF St. Louis)

On this 12th day of April, 1999, before me appeared Paul J. McKee, Jr., 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.

Kimberly Carol Staples
Notary Public

My Commission Expires:

KIMBERLY CAROL STAPLES
Notary Public – Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires Dec. 16, 2000

STATE OF MISSOURI)
)
COUNTY OF)

On this 7th day of April, 1999, before me appeared John Eilerman, to me personally known, who being by me duly sworn, did say that he is the President 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 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.

William J. Havrilka
Notary Public

My Commission Expires:

WILLIAM J. HAVRILKA
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 18, 2001

EXHIBIT A-1

LEGAL DESCRIPTION OF NOVUS PROPERTY

(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

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°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°40'45" West a distance of 763.51 feet to a point; thence South 88°10'05" West a distance of 237.09 feet to a point; thence South 47°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°19'58" West a distance of 799.18 feet to a point; thence North 52°39'35" East a distance of 5.00 feet to a point; thence North 37°20'25" West a distance of 110.00 feet to a point; thence South 52°39'35" West a distance of 5.00 feet to a point; thence North 37°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°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°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.

EXHIBIT A-2

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

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.

END OF DOCUMENT

17-63 UST-misc

42764

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

BOOK 2252 PAGE 712

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN is made this 17th day of MAY, 1999, by Novus Campus, L.L.C., a Delaware limited liability company ("Novus"), and McEagle O'Fallon, L.C., a Missouri limited liability company ("McEagle"), and Winghaven Residential, LLC, a Missouri limited liability company ("Winghaven Residential"), and McWing Golf, LLC, a Missouri limited liability company ("McWing").

WITNESSETH:

WHEREAS, a certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and subsequently amended by a certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as so amended, is hereinafter referred to as the "Declaration"), covering that certain real property described on Exhibits A-1 and A-2 attached to the Declaration, copies of which Exhibits are attached hereto as Exhibits A-1 and A-2; and

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by unanimous vote of the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership; and

WHEREAS, under the terms of the Declaration, Winghaven Residential is presently the sole Residential Class Member, McEagle is presently the sole Commercial Class Member, and Novus is presently the sole Novus Class Member (as the assignee of and successor to the rights of Novus Property Holdings, L.L.C. as the Novus Class Member, pursuant to that certain Assignment of Rights dated as of December 4, 1998, and recorded in Book 2235 Page 1517 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri); and

WHEREAS, Novus, McEagle and Winghaven Residential are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, McWing is the Golf Course Owner, and as such, pursuant to said Article XIII, Section 2 of the Declaration, has the right to consent to amendments of provisions of the Declaration directly applicable to the Golf Course Land, the Golf Course, the Club House

1st

Site or the Club House Facilities; and

WHEREAS, Novus, McEagle, and Winghaven Residential desire and intend to amend the Declaration pursuant to said authority, and McWing desires and intends to consent to such amendment of the Declaration, all as more particularly set forth hereinafter.

NOW THEREFORE, the Declaration is hereby amended as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

B. Amendments.

1. Article I is amended by adding thereto the following definitions:

*"**Residential Declarant**" shall mean the original declarant under the Single Family Master Residential Tract Declaration, and any successor declarant under the Single Family Master Residential Tract Declaration.*

*"**Residential Lot**" shall mean any Lot located within the Residential Areas and subject to the Single Family Master Residential Tract Declaration.*

*"**Residential Tract**" shall mean any portion of the Property which is located within the Residential Areas, which is subject to the Single Family Master Residential Tract Declaration, and which does not constitute a Residential Lot.*

2. Article II, Section 1 is amended by adding three new sentences immediately following the sixth sentence thereof, reading as follows:

"The covenants, conditions and restrictions provided in the Master Residential Tract Declarations (and all other Tract Declarations) shall not contain provisions in derogation of the covenants, conditions and restrictions set forth in this Declaration and may impose additional covenants, conditions and restrictions beyond those set forth in this Declaration. It is the intention of this Declaration that, following Recordation of the Single Family Master Residential Tract Declaration, as aforesaid, the Master Residential Association established under the Single Family Master Residential Tract Declaration shall have primary responsibility for enforcing the covenants, conditions and restrictions applicable to the Ancillary Association Tract covered by the Single Family Master Residential Tract Declaration, pursuant to the covenants, conditions and restrictions established under the Single Family Master Residential Tract Declaration; provided, however, that the Master Association may require, by written notice to the Master Residential Association established under the Single Family Master Residential Tract Declaration, that, in the event of a material violation by the Owner of a Residential Lot or a Residential Tract of the covenants, conditions and restrictions established under this Declaration (including, without limitation,

Article IV, Section 2), such Master Residential Association shall, promptly following the receipt of such notice, either act to enforce such covenants, conditions and restrictions applicable to such material violation or furnish to the Master Association persuasive evidence demonstrating that such Master Residential Association has a reasonable basis for its failure or refusal to enforce such covenants, conditions and restrictions applicable to such material violation. In the event that the Master Association, after reasonable consideration of such evidence further concludes that such Master Residential Association does not have a reasonable basis for its failure or refusal to enforce such covenants, conditions and restrictions applicable to such material violation and notifies such Master Residential Association in writing of such further conclusion and such Master Residential Association thereafter refuses to enforce such covenants, conditions and restrictions applicable to such material violation per the request of the Master Association, the Master Association may submit the dispute to arbitration pursuant to Article XV, Section 17."

3. Article III, Section 5, Subsection (a) is amended to read, in its entirety, as follows:

"(a) (1) 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).

"(2) Notwithstanding anything to the contrary set forth above in paragraph (1) of this Subsection (a), with respect to the Residential Areas subject to the Single Family Master Residential Tract Declaration, the Residential Declarant shall be obligated to construct or cause to be constructed (at its cost), prior to the time that construction of a Dwelling Unit is commenced upon any given portion of such Residential Areas, such drainage structures, detention and retention basins, storm sewers and other components of the Storm Water Control Facilities as shall be required to serve that portion of such Residential Areas then being so Developed (it being the intention that such obligation be imposed upon the Residential Declarant and not upon the ultimate Owners of individual Residential Lots).

"(3) In the event that additional drainage structures, detention and retention basins, storm sewers and other components of the Storm Water Control Facilities shall in the future be required pursuant to applicable governmental requirements, 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)."

4. Article III, Section 5, Subsection (c) is further amended by revising the first sentence thereof to read as follows:

"In the event that any Owner, any Ancillary Association or the Golf Course Owner (1) fails to construct or cause to be constructed (at no cost to the Master Association) the portions of the Storm Water Control Facilities which such party is obligated to construct or cause to be constructed pursuant to Subsection (a) of this Section 5 or (2) fails to comply with any other requirements applicable to such party under this Section 5, the Master Association may proceed to remedy such failure (including the construction of such portions of the Storm Water Control Facilities which such Owner, such Ancillary Association or the Golf Course Owner has failed to construct or cause to be constructed under Subsection (a) of this Section 5)."

5. Article IV, Section 2 is amended by adding at the end thereof the following new Subsection (bb), to read as follows:

"(bb) *As provided under Article II, Section 1 (and subject to the terms thereof), following Recordation of the Single Family Master Residential Tract Declaration (as required pursuant to Article II, Section 1), the Master Residential Association established under the Single Family Master Residential Tract Declaration shall have primary responsibility for enforcing the covenants, conditions and restrictions applicable to the Ancillary Association Tract covered by the Single Family Master Residential Tract Declaration (including covenants, conditions and restrictions relating to matters which would otherwise be subject to enforcement by the Residential Architectural Committee or would require the approval of the Residential Architectural Committee). Notwithstanding anything to the contrary set forth in the preceding sentence or elsewhere herein, however, the Residential Architectural Committee shall in all instances exclusively retain and exercise the authority granted to it under this Declaration with respect to (i) the Residential Areas subject to the Apartment Master Residential Tract Declaration, (ii) the review and approval of any Development Proposal regarding the Residential Areas, as referred to in this Article IV, Section 2, Subsection (a) and in Article XI, Section 5, Subsection (a), and (iii) the approval rights granted to it under Subsection (l) of this Article IV, Section 2 with respect to any application for rezoning, variance or use permit (other*

than any such application relating only to a single Residential Lot). In addition, notwithstanding anything to the contrary set forth elsewhere herein, the Master Association may, in its discretion, require by written notice to the Master Residential Association established under the Single Family Master Residential Tract Declaration that, in the event of a material violation by the Owner of a Residential Lot or a Residential Tract of the covenants, conditions and restrictions established under this Declaration and relating to the observance of or compliance with the Residential Architectural Guidelines or relating to approval by the Residential Architectural Committee, such Master Residential Association shall, promptly following the receipt of such notice, either act to enforce any covenants, conditions and restrictions applicable to such material violation (and in connection therewith observe and apply the Residential Architectural Guidelines) or furnish to the Master Association persuasive evidence demonstrating that such Master Residential Association has a reasonable basis for its failure or refusal to so enforce the covenants, conditions and restrictions applicable to such material violation as provided above. In the event that the Master Association, after reasonable consideration of such evidence further concludes that such Master Residential Association does not have a reasonable basis for its failure or refusal to so enforce the covenants, conditions and restrictions applicable to such material violation as provided above and notifies such Master Residential Association in writing of such further conclusion and such Master Residential Association thereafter refuses to so enforce the covenants, conditions and restrictions applicable to such material violation as provided above, per the request of the Master Association, the Master Association may submit the dispute to arbitration pursuant to Article XV, Section 17."

6. Article VII, Section 1, Subsection (a) is amended by adding at the end thereof a new sentence, to read as follows:

"Notwithstanding any provision in this Subsection (a) to the contrary, any Assessment Lien against the property of any Owner of a Residential Lot or Residential Tract shall be in favor of, and enforceable by, the Master Residential Association established under the Single Family Master Residential Tract Declaration, and not the Master Association as provided in Article VIII, as amended."

7. Article VII, Section 1, Subsection (c) is amended by revising the fourth and fifth sentences thereof to read, in their entirety, as follows:

"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. With respect to any

Ancillary Association (except the Master Residential Association established under the Single Family Master Residential Tract Declaration) whose failure 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 (however, as provided in Article VII, Section 1, Subsection (a), the Master Association shall not have the right to impose an Assessment Lien upon any Residential Lot or any Residential Tract, and accordingly, the Master Residential Association established under the Single Family Master Residential Tract Declaration shall not be obligated to provide the foregoing information to the Master Association with respect to any payment default by the Owner of a Residential Lot or a Residential Tract)."

8. Article VII, Section 7, is amended by replacing the sixth sentence thereof with the following sentences to read, in their entirety, as follows:

"Each Commercial Areas Ancillary Association and the Master Residential Association established under the Apartment Master Residential Tract Declaration shall be obligated to inform the Master Association in writing of any change of address of any Owner of any portion of the Property within its Ancillary Association Tract. The Master Residential Association established under the Single Family Residential Master Tract Declaration shall be obligated to inform the Master Association in writing of any change of address of any Owner of any Residential Tract within its respective Ancillary Association Tract (but shall not be obligated to provide change of address information with regard to any Owner of a Residential Lot). Each Owner of a Parcel shall be obligated to inform the Master Association in writing of any change of address. Notwithstanding the foregoing, Owners of Residential Lots shall not be obligated to inform the Master Association of any change of address."

9. Article VII is further amended by adding a new Section 11, following Section 10, to read as follows:

"Section 11. Notwithstanding anything in this Article VII to the contrary regarding the allocation among the respective Owners of the Residential Lots and Residential Tracts of the portion of any Assessment which is applicable to the Residential Lots and Residential Tracts, the Master Residential Association established by the Single Family Master Residential Tract Declaration shall have the sole and exclusive responsibility for collection of any such Assessment applicable to the Residential Lots and Residential Tracts, and for payment to the Master Association of the portion of any such Assessment which is applicable to the Residential Lots and Residential Tracts and which is due to the Master Association. The Master Residential

Association established by the Single Family Master Residential Tract Declaration shall collect from the Owners of the Residential Lots and the Owners of the Residential Tracts the portion of such Assessment allocable thereto, and shall have available all rights and powers contained in this Article VII, for the purpose of collecting the portion of such Assessment allocable to the Residential Lots and Residential Tracts. "

10. Article VIII, Section 2 is amended by adding at the end thereof a new sentence, to read as follows:

"Notwithstanding the foregoing provisions of this Article VIII, Section 2, the rights granted under clause (a) regarding actions at law and under clause (b) regarding foreclosure of any Assessment Lien, as they may apply with respect to an Owner of a Residential Lot or Residential Tract shall solely be in favor of, and recorded and enforced by, the Master Residential Association established by the Single Family Master Residential Tract Declaration pursuant to the provisions of the Single Family Master Residential Tract Declaration."

11. Article X, Section 1, Subsection (b) is amended to read, in its entirety, as follows:

"(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, and shall be vested with exclusive discretion in exercising its responsibilities in regard thereto. The Common Areas, including, without limitation, the Trail System and the Tot Lots, shall be used at the risk of the user, and neither the Master Association, nor the Declarants nor any Owner upon whose property any portion of the Trail System or any Tot Lot may be located shall be liable to any person or entity for any claim, damage, or injury occurring thereon or related to the use thereof."

12. Article XI, Section 1 is amended by adding to the introductory paragraph thereof a new third sentence, reading as follows:

"Notwithstanding the foregoing provisions of this Article XI, Section 1, after completion of initial construction of any improvement on a Residential Lot, any subsequent modification, alteration, or change by an Owner of such improvement shall be governed by the approvals and decisions of the Master Residential Association pursuant to the provisions of the Single Family Master Residential Tract Declaration; provided, however, that the Master Association may, in its discretion, require the Master Residential Association established under the Single Family Master Residential Tract Declaration to

enforce the covenants, conditions and restrictions established under this Declaration and relating to the observance of or compliance with the Residential Architectural Guidelines or approval by the Residential Architectural Committee, pursuant to the procedures set forth in Article IV, Section 2, Subsection (bb), in the event of a material violation of such covenants, conditions and restrictions by the Owner of a Residential Lot or a Residential Tract."

13. Article XIII, Section 2 is amended by designating the existing text thereof as Subsection (a) and by adding a new Subsection (b), to read as follows:

"(b) In addition to any amendment permitted under Article XIII, Section 2, Subsection (a), the Residential Declarant is granted the power to amend this Declaration, as this Declaration applies to the Ancillary Association Tract governed by the Single Family Master Residential Tract Declaration, for the limited purpose of complying with the requirements or guidelines of the Federal Housing Administration or Veteran's Administration or any other secondary mortgage market agency that insures or guarantees mortgage loans, pursuant to the following procedures:

"(1) In the event that the Residential Declarant desires to cause such an amendment, the Residential Declarant shall deliver to the Board the draft of such proposed amendment.

"(2) The Board, within thirty (30) days after receipt of such draft amendment, shall by majority vote either (i) approve such draft, and notify the Residential Declarant in writing of such approval, or (ii) reject the draft, giving the Residential Declarant written notice of the Board's specific objections thereto (which may include objections that the proposed amendment would materially and adversely affect the rights of Owners of other portions of the Property, that the scope of the proposed amendment exceeds that required to comply with the new requirement or guidelines of the applicable agency, that the technical drafting of the proposed amendment does not properly integrate with the existing terms of this Declaration, or other similar material good faith objections).

"(3) In the event that the Board rejects such proposed amendment, the Residential Declarant may thereafter revise the draft of such amendment to address the objections raised by the Board and submit such revised draft to the Board, in which case the Board shall again have the review rights provided under paragraph (2) of this Subsection (b). In the event that the Residential Declarant believes that the Board has acted arbitrarily or unfairly in rejecting a proposed amendment based on the criteria set forth in this Subsection, the matter may be submitted to arbitration pursuant to Article XV, Section 17, and if the arbitrator(s) determine that the Board in fact acted arbitrarily or unfairly in rejecting such proposed amendment, the arbitrator(s) may issue a written decision directing the Board to approve such amendment.

"(4) In the event that the Board approves such proposed amendment as aforesaid (or is directed to approve such amendment by an arbitration decision as provided above), following the issuance of such written approval (or such arbitration decision), the Residential Declarant may execute such amendment and shall thereafter Record the same with the County Recorder for St. Charles County, Missouri (attaching thereto a copy of the written approval of the Board or the applicable arbitration decision, as the case may be)."

C. Miscellaneous.

1. This Amendment shall be applicable to events and circumstances occurring after the effective date, unless otherwise expressly set forth herein.

2. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds, St. Charles County, Missouri.

3. The Declaration, as expressly amended hereby, is hereby ratified, confirmed and approved in all respects.

4. This Amendment 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 parties hereto may not have signed the same counterparts.

5. This Amendment shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Declarants, the Master Association, any and all Ancillary Associations and all Owners and their respective successors in interest, as the case may be.

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

[Signatures appear on the following pages]

NOVUS CAMPUS, L.L.C.

By: L.A. Vogel

Its: Vice President

BOOK 2252 PAGE 721

STATE OF MISSOURI)
)
COUNTY OF)

On this 13th day of May, 1999, before me appeared L.A. Vogel, to me personally known, who being by me duly sworn, did say that he is the Vice President of **NOVUS CAMPUS, 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.

Patricia L Zimmer
Notary Public

My Commission Expires:

PATRICIA L ZIMMER
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. AUG. 19,1999

McEAGLE-O'FALLON, L.C.

By: _____

Its: Manager

BOOK 2252 PAGE 722

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 13th day of May, 1999, before me appeared Paul J. McKee, Jr., 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.

Bridget L. Schulte
Notary Public

My Commission Expires: December 9, 2002

BRIDGET L. SCHULTE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 9, 2002

(c2533)

WINGHAVEN RESIDENTIAL, LLC

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

By: John F Ellermann Jr

Its: President

BOOK 2252 PAGE 723

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 17th day of May, 1999, before me appeared JOHN F ELLERMANN, JR. to me personally known, who being by me duly sworn, did say that he is the PRESIDENT 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 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 JOHN SHANNON RANSON

My Commission Expires: 27 MAY 2001

JOHN SHANNON RANSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires May 27, 2001

(A:\C2533.WPD)

McWING GOLF, LLC

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

BOOK 2252 PAGE 724

By: John F. Eilermann Jr.

Its: PRESIDENT

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 17th day of MAY, 1999, before me appeared JOHN F. EILERMANN, JR., to me personally known, who being by me duly sworn, did say that he is the PRESIDENT 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 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
JOHN SHANNON RANSON

My Commission Expires: 27 MAY 2001

JOHN SHANNON RANSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires May 27, 2001

EXHIBIT A-1

LEGAL DESCRIPTION OF NOVUS PROPERTY

(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.

EXHIBIT A-2

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°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°40'45" West a distance of 763.51 feet to a point; thence South 88°10'05" West a distance of 237.09 feet to a point; thence South 47°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°19'58" West a distance of 799.18 feet to a point; thence North 52°39'35" East a distance of 5.00 feet to a point; thence North 37°20'25" West a distance of 110.00 feet to a point; thence South 52°39'35" West a distance of 5.00 feet to a point; thence North 37°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°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°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.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

MAY 18 1999

By Barbara Hall
Time 10:16 AM

END OF DOCUMENT

UST 99580114

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BOOK 2300 PAGE 1115

STATE OF MISSOURI
COUNTY OF ST. CHARLES
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RECORDER OF DEEDS

THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WINGHAVEN

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN is made this 30th day of August, 1999, by Novus Campus, L.L.C., a Delaware limited liability company ("Novus"), and McEagle-O'Fallon, L.C., a Missouri limited liability company ("McEagle"), and Winghaven Residential, LLC, a Missouri limited liability company ("Winghaven Residential"), and McWing Golf, LLC, a Missouri limited liability company ("McWing").

WITNESSETH:

WHEREAS, a certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and subsequently amended by a certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri and a certain SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on May 18, 1999 in Book 2252, Page 712 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as so amended, is hereinafter referred to as the "Declaration"), covering that certain real property described on Exhibits A-1 and A-2 attached to the Declaration, copies of which Exhibits are attached hereto as Exhibits A-1 and A-2; and

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by unanimous vote of the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership; and

WHEREAS, under the terms of the Declaration, Winghaven Residential is presently the sole Residential Class Member, McEagle is presently the sole Commercial Class Member, and Novus is presently the sole Novus Class Member (as the assignee of and successor to the rights of Novus Property Holdings, L.L.C. as the Novus Class Member, pursuant to that certain Assignment of Rights dated as of December 4, 1998, and recorded in Book 2235 Page 1517 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri); and

WHEREAS, Novus, McEagle and Winghaven Residential are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, McWing is the Golf Course Owner, and as such, pursuant to said Article XIII, Section 2 of the Declaration, has the right to consent to amendments of provisions of the Declaration directly applicable to the Golf Course Land, the Golf Course, the Club House Site or the Club House Facilities; and

WHEREAS, Novus, McEagle, and Winghaven Residential desire and intend to amend the Declaration pursuant to said authority, and McWing desires and intends to consent to such amendment of the Declaration, all as more particularly set forth hereinafter.

NOW THEREFORE, the Declaration is hereby amended as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

B. Amendments.

1. Article III, Section 3 is amended to read, in its entirety, as follows:

"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 (excepting, however, any secured private roadways serving specific Parcels and designated as such by the Owner(s) or tenant(s) of such Parcels, it being agreed to that such Owner(s) or tenant(s) may limit or restrict access to such secured private roadways), whether 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."

2. The definition of the term "Maintenance Charges" set forth in Article I is amended to read, in its entirety, as follows:

*"**Maintenance Charges**" shall mean any and all costs assessed pursuant to Article III, Section 5, Subsection (e) and Article X, Sections 2 and 3.*

3. Article III, Section 5 is hereby amended to incorporate the following Subsection (e), which shall read as follows:

*(e) Upon completion of construction of a storm water retention basin (the "Retention Basin") on the area depicted on Exhibit B to this Amendment (the "Retention Basin Property"), the Master Association shall assume the responsibility for the maintenance, repair, replacement and care of the Retention Basin. The cost of such maintenance, repair, replacement and care of the Retention Basin (the "**Retention Basin Maintenance Costs**") shall be allocated by the Master Association among the following parties (the "**Retention Basin Parties**"), and assessed against such parties, in the following percentages: (1) the Owner of the Novus Campus (15.5%); (2) the Owner of the Parcel described in Exhibit C to this Amendment (the "**MDFB Parcel**") (56.5%); (3) the Owner of the Parcel described in ExhibitD to this Amendment (the "**NPH Parcel**") (26.1%); and (4) the Owner of the Parcel described in Exhibit E to this Amendment (the "**McEagle Parcel**") (1.9%). The Retention Basin shall not be deemed to be a part of the "Storm Water Control Facilities" for purposes of this Declaration, and the Retention Basin Maintenance Costs shall be not be taken into account in the calculation of, or included in the amount of Capital Assessments, Annual Assessments and/or Special Assessments assessed by the Master Association pursuant to Article VII. The Master Association shall assess the Retention Basin Maintenance Costs as a Maintenance Charge against the Retention Basin Parties in the percentages provided above; the assessment of such Maintenance Charge shall be governed by the provisions of Article VII and the Master Association shall have the rights and remedies provided under this Declaration (including the rights and remedies provided under Article VII and Article VIII) with respect to the assessment of such Maintenance Charge. The Retention Basin Parties hereby establish, give, grant and convey to the Master Association, a perpetual non-exclusive easement over the Retention Basin Property, for performance of the obligations of the Master Association with respect to the maintenance, repair, replacement and care of the Retention Basin, and with respect to such obligations, the Master Association shall also have all of the rights and powers provided under Article X, Section 4. Notwithstanding the forgoing, however, nothing contained herein shall be construed as granting to any Owner or other party, other than the Retention Basin Parties and the Master Association, any easement, right-of-way or license to enter upon or utilize the Retention Basin Property for any reason whatsoever.*

4. Article IV, Section 2, Subsection (t) is amended to read, in its entirety, as follows:

"(t) Right of Entry. In the event that there shall exist upon any Parcel, Ancillary Association Tract, Lot (including a Residential Lot), Residential Tract or other area of the Property a condition posing imminent threat of injury to persons or damage to adjoining property, representatives of the Master Association shall have an easement and right of entry upon such Parcel, Ancillary Association Tract, Lot (including a Residential Lot),

Residential Tract or other area of the Property at any time or times, without notice in order to perform emergency repairs; provided, however, that such right of entry shall not extend to entry in any building improvements located thereon, and provided further that prior to exercising such right of entry, the Master Association shall attempt to contact and obtain the consent of the Owner, the Ancillary Association or tenant, as the case may be, of such Parcel, Ancillary Association Tract, Lot (including a Residential Lot), Residential Tract or other area of the Property."

5. Article VII, Section 3 is amended to correct a typographical error, by replacing the phrase "calendar year 2000", where it appears in the tenth line from the end of said Section, with the phrase "calendar year 2005".

6. Article XI, Section 2 is amended by revising the last two sentences thereof to read, in their entirety, as follows:

"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 each of the regular members of such Architectural Committee (provided however that, in the event of the absence or unavailability of a regular member, the alternate for such regular member may sign in place of such absent or unavailable regular member). The respective Architectural Guidelines may from time to time be amended or modified by majority vote of the governing Architectural Committee."

7. Article XVI, Section 3, Subsection (b) is amended by revising the last sentence thereof to read, in its entirety, as follows:

"In the event that following the construction of the Trail System, 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 (including a Residential Lot), Residential Tract, Ancillary Association Tract or other portion of the Property owned or controlled by such party, such relocation may be undertaken only if (1) the Board has consented in writing to plans and specifications for the proposed relocation, (2) 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 (3) the Owner of the property upon which such portion of the Trail System is proposed to be relocated has granted an easement to the Master Association for maintenance thereof and the non-exclusive use thereof by all Owners and/or Residents; provided, however, that the Owner of the property upon which such portion of the Trail System is proposed to be relocated shall not be

compelled to grant such an easement permitting the relocation of such portion of the Trail System."

C. Miscellaneous.

1. This Amendment shall be applicable to events and circumstances occurring after the effective date, unless otherwise expressly set forth herein.

2. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds, St. Charles County, Missouri.

3. The Declaration, as expressly amended hereby, is hereby ratified, confirmed and approved in all respects.

4. This Amendment 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 parties hereto may not have signed the same counterparts.

5. This Amendment shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Declarants, the Master Association, any and all Ancillary Associations and all Owners and their respective successors in interest, as the case may be.

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

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

[Signatures appear on the following pages]

BOOK 2300 PAGE 1120

NOVUS CAMPUS, L.L.C.

By: [signature] THAD SIMONS

Its: President

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 30th day of AUGUST, 1999, before me appeared THAD SIMONS, to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of **NOVUS CAMPUS, 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.

[signature]
Notary Public

My Commission Expires:

✧ NOTARY SEAL ✧
SUSAN D. STRUBE
Notary Public - STATE OF MISSOURI
ST. LOUIS COUNTY
My Commission Expires: Dec. 9, 2001

(c2541.amc)

McEAGLE-O'FALLON, L.C.

BOOK 2300 PAGE 1121

By: PAUL J. McKEE, JR.
Its: Mgr.

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 30 day of August, 1999, before me appeared Paul J. McKee, Jr. 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 by authority of its Operating Agreement, 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.

Linda R. Payne
Notary Public

My Commission Expires:

" NOTARY SEAL "
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

(c2541.ame)

WINGHAVEN RESIDENTIAL, LLC

BOOK 2300 PAGE 1122

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

By: John W. Schaefer John W. Schaefer

Its: SECRETARY

STATE OF MISSOURI)
)
COUNTY OF)

On this 23rd day of AUGUST, 1999, 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 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.

Linda R. Payne
Notary Public

My Commission Expires:

" NOTARY SEAL "
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

McWING GOLF, LLC

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

By: John W. Schaefer — John W. Schaefer

Its: SECRETARY

STATE OF MISSOURI)
)
COUNTY OF)

On this 23rd day of August, 1999, 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 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.

Linda R. Payne
Notary Public

My Commission Expires:

" NOTARY SEAL "
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

EXHIBIT A-1

LEGAL DESCRIPTION OF NOVUS PROPERTY

(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.

EXHIBIT A-2

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°43'56" 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°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°40'45" West a distance of 763.51 feet to a point; thence South 88°10'05" West a distance of 237.09 feet to a point; thence South 47°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°19'58" West a distance of 799.18 feet to a point; thence North 52°39'35" East a distance of 5.00 feet to a point; thence North 37°20'25" West a distance of 110.00 feet to a point; thence South 52°39'35" West a distance of 5.00 feet to a point; thence North 37°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°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°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.

EXHIBIT B

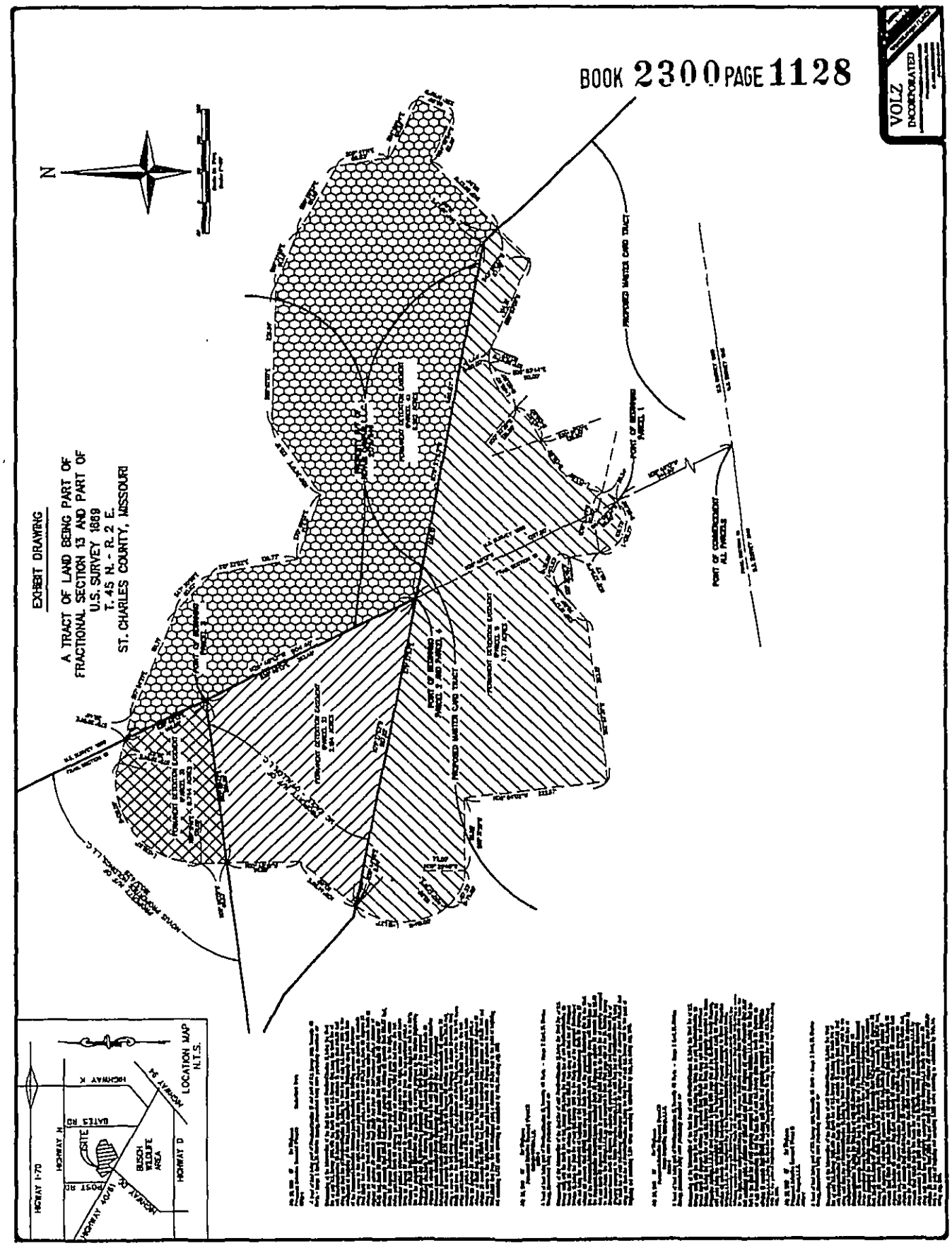
BOOK 2300 PAGE 1128
VOLZ INCORPORATED
EXHIBIT DRAWING
A TRACT OF LAND BEING PART OF
FRACTIONAL SECTION 13 AND PART OF
U.S. SURVEY 1889
T. 45 N. - R. 2 E.
ST. CHARLES COUNTY, MISSOURI
N
LOCATION MAP
N.T.S.
HIGHWAY I-70
HIGHWAY K
HIGHWAY N
HIGHWAY D
HIGHWAY 40/61
HIGHWAY 94
GATES RD
POST RD
SITE
BUSCH WILDLIFE AREA

EXHIBIT C

PROPERTY DESCRIPTION

A tract of land being part of Fractional Section 13 and part of Lot 23 of the "Walnut Grove Tract" in U.S. Survey 1669, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly describes as follows:

BEGINNING at the intersection of the Southwestern line of said U.S. Survey 1669 with the Northern line of U.S. Survey 1641, said point being the Southwestern corner of said Lot 23 of the "Walnut Grove Tract", said point also being the Southeast corner of property conveyed to McEagle-O'Fallon, L.C. by deed recorded in Book 1989, page 316 of the St. Charles County Records; thence along the common line between said U.S. Survey 1641 and said Fractional 13, South 82 degrees 34 minutes 07 seconds West, 1,014.38 feet to a point, said point being the Southwest corner of said McEagle-O'Fallon; thence along the Southwestern line of McEagle-O'Fallon, North 18 degrees 40 minutes 53 seconds West, 762.00 feet to a Iron Pipe; thence South 89 degrees 20 minutes 07 seconds West, 238.98 feet to an Iron Pipe; thence South 49 degrees 01 minutes 37 seconds West, 278.60 feet to an Iron Pipe on the Northeastern right-of-way line of Highway 40-61; thence leaving said Northeastern right-of-way line, North 34 degrees 48 minutes 36 seconds West, 156.56 feet; thence North 20 degrees 14 minutes 05 seconds West, 216.00 feet; thence North 14 degrees 45 minutes 35 seconds West, 149.18 feet; thence North 5 degrees 11 minutes 43 seconds West, 148.14 feet; thence North 4 degrees 26 minutes 08 seconds East, 148.75 feet; thence North 14 degrees 05 minutes 19 seconds East, 148.55 feet; thence North 18 degrees 58 minutes 07 seconds East, 103.32 feet; thence South 89 degrees 32 minutes 53 seconds East, 60.30 feet; thence South 18 degrees 32 minutes 53 seconds East, 30.75 feet; thence North 71 degrees 27 minutes 07 seconds East, 264.44 feet; thence North 89 degrees 56 minutes 28 seconds East, 112.33 feet; thence South 62 degrees 54 minutes 33 seconds East, 197.46 feet; thence South 49 degrees 19 minutes 53 seconds East, 165.21 feet; thence South 79 degrees 27 minutes 53 seconds East, 1,110.50 feet; thence South 44 degrees 35 minutes 23 seconds East, 669.00 feet; thence South 14 degrees 40 minutes 37 seconds West, 332.23 feet to a point on the Northern line of a tract of land conveyed to Ira C. and Lillian Jones by Alfred Selfen, Etal, by deed recorded in Book 372, page 7 of the St. Charles County Records; thence along said Northern line of Jones, South 82 degrees 08 minutes 07 seconds West, 475.86 feet to a point on the Southwestern of said U.S. Survey 1669; thence along said Southwestern line, South 26 degrees 46 minutes 13 seconds East, 211.46 feet to the point of beginning and containing 52.08 acres according to survey by The Clayton Engineering Company March, 1999.

Exhibit D

DESCRIPTION
(NOVUS)
PARCEL NO. 26
13.72 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 said Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the eastern line of U.S. Survey 1669 and being the southeast corner of property now or formerly of McEagle-O'Fallon, L.C., as recorded in Book 2112, Page 1391 of the St. Charles County, Missouri Records; thence leaving the northeast corner of said Fractional Section 13 and the southeast corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 South 26°45'26" East a distance of 311.74 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along the western line of U.S. Survey 1669 South 26°45'26" East a distance of 794.94 feet to a point; thence leaving the western line of U.S. Survey 1669, along the northern line of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 831 and property now or formerly of McEagle-O'Fallon, L.L.C., as recorded in Book 1989, Page 316 of the said St. Charles County, Missouri Records South 82°55'20" West a distance of 1116.46 feet to a point on the eastern line of a proposed right-of-way; thence leaving the northern line of said McEagle-O'Fallon, L.L.C. property, along said proposed right-of-way line North 18°45'43" East a distance of 79.73 feet to a point; thence North 12°46'44" East a distance of 154.27 feet to a point on a curve; thence along a curve to the left, having a radius of 1015.18 feet, an arc distance of 142.16 feet, a chord of which bears North 10°45'19" East a chord distance of 142.05 feet to a point; thence North 18°28'32" East a distance of 52.68 feet to a point on a curve; thence along a curve to the left, having a radius of 866.79 feet, an arc distance of 198.93 feet, a chord of which bears North 01°50'04" West a chord distance of 198.49 feet to a point; thence North 32°56'08" East a distance of 80.54 feet to a point on a curve; thence along a curve to the left, having a radius of 1251.57 feet, an arc distance of 215.97 feet, a chord of which bears North 83°07'34" East a chord distance of 215.70 feet to a point; thence North 09°46'54" West a distance of 10.51 feet to a point on a curve; thence along a curve to the left, having a radius of 1495.89 feet, an arc distance of 400.26 feet, a chord of which bears North 72°33'11" East a chord distance of 399.07 feet to a point; thence North 58°35'06" East a distance of 19.43 feet back to the POINT OF BEGINNING and containing 597,746 square feet or 13.72 acres more or less.

bjc

97034.MCBA.14S/1
8/18/99WDS

DESCRIPTION
(NOVUS)
PARCEL NO. 22
4.36 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 said Fractional Section 13 and the southeast corner of Fractional Section 12 and being a point on the western line of U.S. Survey 1669 and being the southeast corner of property now or formerly of McEagle-O'Fallon, L.C. as recorded in Book 2112, Page 1391 of the St. Charles County, Missouri Records; thence leaving the northeast corner of said Fractional Section 13 and the southeast corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 South 26°45'26" East a distance of 1106.69 feet to a point; thence leaving the western line of said U.S. Survey 1669, along the northern line of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 831 and the northern line of property now or formerly of McEagle-O'Fallon, L.L.C. property, as recorded in Book 1989, Page 316 of the said St. Charles County, Missouri Records South 82°55'20" West a distance of 1256.09 feet to a point on the western line of a proposed right-of-way and being the POINT OF BEGINNING of the herein described tract of land; thence continuing South 82°55'20" West a distance of 210.56 feet to a point on the eastern line of a proposed right-of-way; thence leaving the northern line of said McEagle-O'Fallon, L.L.C. property, along said proposed right-of-way line North 24°11'38" West a distance of 441.55 feet to a point; thence North 15°30'34" East a distance of 44.64 feet to a point; thence leaving said proposed right-of-way line North 82°24'58" East a distance of 391.81 feet to a point; thence North 01°09'35" West a distance of 203.72 to a point on the western line of a proposed right-of-way; thence along said proposed right-of-way line South 54°41'02" East a distance of 103.75 feet to a point on a curve; thence along a curve to the right, having a radius of 905.20 feet, an arc distance of 425.44 feet, a chord of which bears South 04°00'38" West a chord distance of 421.53 feet to a point; thence South 17°37'18" West a distance of 175.26 feet to a point of curvature; thence along a curve to the left, having a radius of 1006.18 feet, an arc distance of 28.95 feet, a chord of which bears South 16°52'11" West a chord distance of 28.95 feet back to the POINT OF BEGINNING and containing 190,127 square feet or 4.36 acres more or less.

EXHIBIT E

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 intersection of the southwestern line of U.S. Survey 1669 with the northern line of U.S. Survey 1641, said point also being the southwest corner of property now or formerly of Travis, as recorded in Book 1210, Page 853 and also being a point on the northern line of the corrected plat of Martel Subdivision per the plat recorded in Plat Book 8, Page 24 of said Recorder's Office; thence along the southwestern line of said U.S. Survey 1669 North 26°46'13" East a distance of 1297.81 feet to the POINT OF BEGINNING of the tract of land herein described; thence leaving said southwestern line and through property now or formerly of McEagle-O'Fallon LLC, as recorded in Book 1989, Page 316 of the said Recorder's Office the following: North 79°27'53" West a distance of 525.43 feet to a point; thence North 49°19'53" West a distance of 165.21 feet to a point; thence North 62°59'33" West a distance of 108.47 feet to a point on the northern line of the aforementioned McEagle-O'Fallon property; thence along said northern line North 82°55'20" East a distance of 579.16 feet to a point, said point being on the western line of the aforementioned U.S. Survey 1669; thence along said western line South 26°46'13" East a distance of 363.44 feet to the POINT OF BEGINNING and containing 126,898 square feet more or less.

END OF DOCUMENT

LIST 99D81798

12641

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13-51

WINGHAVEN R-4 AREA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BOOK 2367 PAGE 1671

Winghaven Residential, LLC, a Missouri limited liability company (the "Declarant") makes and enters into this Declaration of Covenants, Conditions and Restrictions (this "Declaration"), as of the 29th day of FEBRUARY, 2000. JWS

WHEREAS, Declarant is the owner of certain real property located in St. Charles County, Missouri, which is more particularly described on the attached Exhibit "A" ("Parcel 1"); and

WHEREAS, Declarant is also the owner of certain real property located in St. Charles County, Missouri, which is adjacent to Parcel 1 and is more particularly described on the attached Exhibit "B" ("Parcel 2") (Parcel 1 and Parcel 2 are hereinafter collectively referred to as the "Subject Property"); and

WHEREAS, a certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Winghaven" was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, covering the Subject Property and certain other real property, which property is more particularly described on Exhibits A-1 and A-2 attached to the said Declaration; and

WHEREAS, the aforesaid "Declaration of Covenants, Conditions and Restrictions for Winghaven" was subsequently amended by (i) a certain "First Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven", recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (ii) a certain "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven", recorded on May 18, 1999 in Book 2252 Page 712 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and (iii) a certain "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven", recorded on September 1, 1999 in Book 2300 Page 1115 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as from time to time amended, is hereinafter referred to as the "WingHaven Master Declaration"); and

WHEREAS, Declarant, as owner of the Subject Property, intends by recording this Declaration to subject the Subject Property to the covenants, conditions and restrictions hereinafter set forth; and

WHEREAS, Declarant desires to form an association which shall enforce the restrictions and other provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Subject Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the land and shall be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, and their respective successors in title.

(C2727.CCR)

STC#21

99081798 Dobbins

1. Definitions

The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

A. "Association" shall mean the Missouri not-for-profit corporation organized by Declarant to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, and its corporate successors and assigns. The name of the Association shall be "Winghaven R-4 Area Association, Inc."

B. "Assessments" shall mean any and all amounts assessed to the Association with respect to the Subject Property, by the Master Association established under the WingHaven Master Declaration, and any additional amounts which may be assessed by the Association pursuant to Section 4K below.

C. "Board" or "Directors" shall mean the Board of Directors of the Association.

D. "Subject Property" shall mean and refer to that certain real property herein described as Parcel 1 and Parcel 2 and any such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the terms of this Declaration. Notwithstanding the foregoing or anything to the contrary set forth in this Declaration, however, the Declarant contemplates that certain areas of the Subject Property may be conveyed to the Master Association created under the WingHaven Master Declaration or a governmental entity and may become part of the "Common Areas" under the WingHaven Master Declaration, and accordingly, the "Subject Property" shall not include (and this Declaration shall not be applicable to) such areas during any period that such areas are owned by the Master Association or such governmental entity and constitutes a part of such Common Areas, notwithstanding that such areas may be encompassed within the legal descriptions of the Subject Property attached hereto.

E. "Declarant" shall mean and refer to Winghaven Residential, LLC and its successors and assigns.

F. "Parcel" or "Parcels" shall mean and refer Parcel 1 and/or Parcel 2.

G. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to a Parcel or any portion thereof (including but not limited to the Declarant where applicable, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure).

H. "Mortgage" shall mean and refer to any mortgage or deed of trust affecting any portion of the Subject Property.

I. "Mortgagee" shall mean and refer to the mortgagee under any Mortgage and to the trustee and beneficiary under any deed of trust which is considered a Mortgage hereunder.

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

2. Members of Association

The Owners of Parcel 1 and Parcel 2 shall constitute the members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.

3. Covenant for Assessments

A. The Declarant covenants and agrees (and any successor owner of Parcel 1 or Parcel 2, or any portion thereof, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree) to pay to the Association, the amount of any Assessments allocated to Parcel 1 or Parcel 2, respectively.

B. The currently existing area plans for the respective Parcels (as approved by the City of O'Fallon) would permit the construction of 405 apartment units on Parcel 1 and 450 apartment units on Parcel 2 (a total of 855 apartment units). Accordingly, in connection with any Assessments imposed upon the Association pursuant to the WingHaven Master Declaration, the Association shall allocate the amount of such Assessments between Parcel 1 and Parcel 2, as follows: the Association shall allocate to Parcel 1 a percentage thereof equal to 47.37% (i.e., 405/855ths), and shall allocate to Parcel 2 a percentage thereof equal to 52.63% (i.e., 450/855ths). However, to the extent that the WingHaven Master Association assesses against any specific portion of the Subject Property any "Maintenance Charges" (as defined in the WingHaven Master Declaration) or any other fees, fines or charges allocable to discrete areas pursuant to the WingHaven Master Declaration, the Association shall allocate such charge to the Owner of the specific property affected.

C. In the event that either Parcel is further divided into separately owned sub-parcels, then in such event the subsequent Owners of such sub-parcels within such divided Parcel may agree upon the method for allocating such Assessments among their respective sub-parcels, (however, in the absence of such an agreement, the allocation among such sub-parcels shall be based upon the relative percentage which the area of such sub-parcel bears to the total area of the Parcel within which such sub-parcel is located). Notwithstanding the foregoing, however, in the event that St. Louis Enclave Apartments Ltd., L.L.P ("Enclave") acquires the portion of Parcel 2 designated as the "Option Tract" pursuant to the terms of that certain Purchase and Sale Agreement by and between Declarant as seller and Enclave as purchaser, dated as effective May 24, 1999, then Enclave shall be allocated and shall assume 100% of the Assessments allocable to Parcel 2.

D. All such assessments, together with interest as hereinafter provided, costs of collection, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel or portion thereof against which each such assessment is made (an "Assessment Lien"). Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person or entity which was the Owner of such Parcel or portion thereof at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

E. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from ten (10) 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 liable for such payment also shall be liable for all costs, including attorneys' fees and charges, which may be incurred by the Association in collecting the same. With respect to any such delinquency, the delinquent Owner shall also be obligated to pay to the Association any costs, fees or charges assessed to the Association by the WingHaven Master Association with respect to such delinquency. In addition, the Board may charge a late fee for all delinquent payments . The Board may also record a notice of delinquency against any Parcel or any portion thereof as to which an Assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the 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 Association secured by the Assessment Lien. The 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.

4. Maintenance of Parcels.

Every Owner shall maintain its Parcel and all improvements thereon in good repair and in a neat, safe and first-class condition, and comply in all respects with all governmental health and safety requirements applicable thereto. The foregoing maintenance obligations of Owners shall include, without limitation, compliance with the following requirements:

A. No noxious or offensive activity shall be carried on upon any Parcel or portion thereof, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the other Owners.

B. Building, structures and other improvements on each Parcel shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event that any building or structure is damaged or destroyed, such building or structure shall be repaired, rebuilt or demolished promptly.

C. Yards and landscaped areas on a Parcel shall be kept free of trash, leaves and dead landscaping materials. All landscaped areas of a Parcel shall receive regular maintenance including trimming, fertilization, mowing and replacement of diseased plant materials as necessary.

D. 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 Subject Property for construction, repair or sales purposes for a reasonable period of time and in compliance with the applicable Architectural Guidelines under the WingHaven Master Declaration.

E. No motor vehicle (classed by manufacturer rating as exceeding 3/4 ton), dilapidated vehicles, 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 on the

Subject 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 used on a regular and recurring basis for basic transportation; or (2) 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 under the WingHaven Master Declaration. Additionally, all such uses shall comply with the ordinances of the City of O'Fallon.

F. No rubbish or debris of any kind shall be placed or permitted to unreasonably accumulate upon or adjacent to any Parcel or any portion thereof, 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. All trash and garbage on any portion of a Parcel shall be placed in containers that will neatly store such trash in a manner that will not permit the emission of odors or dangerous materials. All trash areas shall be screened and properly landscaped.

G. All parking lot and other hard surface areas within a Parcel shall be cleaned regularly and maintained in good order and repair. All cracks and damaged areas of sidewalks on Parcels shall be repaired or replaced expeditiously as they appear. Damaged or eroding areas of the asphalt parking surface of any Parcel shall be replaced expeditiously as they appear and an overall re-surfacing of the parking areas of a Parcel shall be done as necessary.

H. All painted surfaces of improvements on a Parcel shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and orderly manner.

I. All signs on Parcels shall be maintained in good order and repair so as to be clear and legible.

J. All storm water lines located on a Parcel shall be regularly maintained in good order and repair and kept functional at all times.

K. In the event that any Parcel is maintained so as to present a nuisance or substantially detract from the appearance or quality of the other Parcel, any other areas of the Subject Property which are substantially affected thereby or related thereto, or in the event that any portion of a Parcel or the Subject Property is being used in a manner that violates the WingHaven Master Declaration or this Declaration, or in the event that any Owner fails to perform any of its obligations under the WingHaven Master Declaration or this Declaration, the Board and/or any other Owner may compel the offending Owner to cease and/or cure such violation. In addition, 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 that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at the cost of such Owner. If at the expiration of the fourteen (14) day period the requisite corrective action has not been taken, the Board shall be 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 is subject to an Assessment Lien (as defined in Article VI, Section 1 of the WingHaven Master Declaration).

5. Selection of Directors; Casting Votes

The Board of Directors of the Association shall consist of two (2) members. The Owner of Parcel 1 and the Owner of Parcel 2 shall each select one (1) Director responsible for casting votes attributable to the Subject Property.

Each Director shall be entitled to cast one (1) of the two (2) votes provided for under Section 1(a) of Article VI the WingHaven Master Declaration with respect to the association established under this Declaration (referred to in the WingHaven Master Declaration as the "Master Residential Association under the Apartment Master Residential Tract Declaration").

In the event that either Parcel is subdivided, then in such event the subsequent Owners of such subdivided Parcel may agree upon an alternative method for selecting a Director to represent such Parcel. If the respective Owners are unable to agree upon such a method of selection, however, the Owner owning the largest portion of such subdivided Parcel shall select the Director which will cast the vote on behalf of such Parcel.

6. Duration

The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant for a period of fifty (50) years from the date this Declaration is recorded. From and after such date, this Declaration, as amended, shall be extended automatically for successive periods of ten (10) years each. Upon such termination, the Board shall cause to be recorded with the County Recorder of St. Charles, Missouri, a certificate of termination.

7. Dispute Resolution

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 ten (10) 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 twenty-one (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.

8. General Provisions

A. The Master Association established under the WingHaven Master Declaration shall have the exclusive right to the use of the name "WingHaven", and shall have exclusive control over the use of, the name "WingHaven" by other parties. No party subject to this Declaration shall use the name "WingHaven" without the prior written consent of such Master Association.

B. Declarant reserves for itself and others it may designate the right to inspect, monitor, or correct any condition which may exist on any portion of the Subject Property in possible violation of the terms of this Declaration, and an perpetual non-exclusive easement of access throughout the Subject Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry into the improvements located on a Parcel shall be only after reasonable notice to the Owner. The person exercising this easement shall promptly, repair, at such person's own expense, any damage resulting from such exercise.

C. The Directors, or the Owner of any Parcel subject to this Declaration, shall have the right to enforce all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any arbitration or legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing an arbitration or a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate of eighteen percent (18%) per annum and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri, thereupon the debt shall become a continuing lien on the Parcel and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns.

D. This Declaration and any part thereof may be altered or amended, by unanimous written agreement of the Owners; and such written and signed alteration or amendment, recorded with the Office of the Recorder of Deeds for St. Charles County, Missouri, shall become a part of the provisions and restrictions of this Declaration. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor

or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

E. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Charles County or any appropriate municipality for each Owner.

F. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

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

THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES SUBJECT TO THIS DECLARATION.

DECLARANT:

WINGHAVEN RESIDENTIAL, LLC
a limited liability company existing under the laws of Missouri

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

By: John W Schaefer
Print Name: JOHN W SCHAEFER
Its: SECRETARY

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

On this 29th day of February, 2000, before me, a Notary Public within and for said County, personally appeared John W. Schaefer, to me personally known, who, being by me duly sworn, did acknowledge before me that he is the Secretary of MCBRIDE & SON WINGHAVEN, INC., a Missouri corporation, the Managing Member of WINGHAVEN RESIDENTIAL, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority granted under its Operating Agreement and by authority of the Board of Directors of said corporation; and he acknowledged said instrument to be the free act and deed of said limited liability company.

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

Deborah K. Griffin
Notary Public

My term expires:

DEBORAH K GRIFFIN
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS CITY
MY COMMISSION EXP. APR. 26,2001

LENDER CONSENT

The undersigned, FIRST BANK, holder of a Deed of Trust on all or part of the properties described in the foregoing Declaration, which Deed of Trust is recorded in Book 2012, Page 1881 of the Office of the Recorder of Deeds for St. Charles County, Missouri, does hereby consent to and subordinate its Deed of Trust to the foregoing Declaration.

FIRST BANK

By: Charles A Cafazza

Name: CHARLES A. CAFAZZA

Title: Vice President

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

On this 29th day of February, 2000, before me, a Notary Public within and for said County, personally appeared Charles A. Cafazza, to me personally known, who, being by me duly sworn, did acknowledge before me that he is the Vice President of FIRST BANK, a corporation, and that said instrument was signed in behalf of said corporation by authority of the Board of Directors of said corporation; and he acknowledged said instrument to be the free act and deed of said corporation.

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

Deborah K. Griffin
Notary Public

My term expires:

DEBORAH K GRIFFIN
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS CITY
MY COMMISSION EXP. APR. 26,2001

(C2727.CCR)

EXHIBIT "A"

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

Commencing at the intersection of a Northwest line of property conveyed to Winghaven Residential, L.L.C. by deed recorded as yearly number 51845 on June 17, 1999 in the St. Charles County Records with the Northeast right-of-way line of U.S. Highway 40-61, varying width; said right-of-way line being 88.50 feet perpendicular Northeast of centerline station 365+50.00; thence North 57 degrees 24 minutes 26 seconds East 373.32 feet along said Northwest line of property conveyed to Winghaven Residential, L.L.C. to the actual point of beginning of the tract herein described; thence continuing along said Northwest line of property conveyed to Winghaven Residential, L.L.C. and along the West lines of said property conveyed to Winghaven Residential, L.L.C. the following courses and distances: North 57 degrees 24 minutes 26 seconds East 24.51 feet, North 30 degrees 34 minutes 51 seconds West 471.20 feet, North 15 degrees 44 minutes 22 seconds West 322.12 feet and North 00 degrees 20 minutes 00 seconds West 497.62 feet to the proposed South right-of-way line of the circumvential roadway through the Winghaven project; thence along said proposed South right-of-way line, along a curve to the left whose radius point bears North 12 degrees 04 minutes 20 seconds West 1030.00 feet from the last mentioned point, a distance of 40.76 feet and North 75 degrees 39 minutes 38 seconds East 561.27 feet to a point; thence South 08 degrees 26 minutes 39 seconds East 486.75 feet to a point; thence South 05 degrees 24 minutes 45 seconds East 477.52 feet to a point; thence South 04 degrees 47 minutes 59 seconds East 253.92 feet to a point; thence South 04 degrees 27 minutes 30 seconds East 101.58 feet to a point; thence South 11 degrees 31 minutes 30 seconds East 54.81 feet to a point; thence along a curve to the right, whose radius point bears South 43 degrees 52 minutes 35 seconds West 30.00 feet from the last mentioned point, a distance of 19.92 feet to a point; thence South 08 degrees 04 minutes 40 seconds East 151.59 feet to a point; thence along a curve to the right, whose radius point bears South 81 degrees 55 minutes 20 seconds West 12.00 feet from the last mentioned point a distance of 11.71 feet to a point; thence South 47 degrees 49 minutes 14 seconds West 166.06 feet to a point; thence along a curve to the right, whose radius point bears North 42 degrees 10 minutes 46 seconds West 121.00 feet from the last mentioned point, a distance of 214.56 feet to a point; thence North 30 degrees 34 minutes 51 seconds West 292.14 feet to the point of beginning and containing 872,321.12 square feet or 20.0257 acres according to a survey by Volz, Inc. during July, 1999.

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

Beginning at the Southeast corner of said "Monsanto Animal Agricultural Farm"; thence Westwardly along the North line of property conveyed to Barbara Gerdes by deed recorded in Book 1508, Page 1899 of the St. Charles County Records and along the North line of property conveyed to Maschmeyer Land Maintenance, Inc. by deed recorded in Book 1326, Page 1561 of the St. Charles County Records the following courses and distances: South 85 degrees 04 minutes 34 seconds West 975.06 feet, South 01 degree 08 minutes 00 seconds West 36.95 feet, North 84 degrees 53 minutes 00 seconds West 224.47 feet, North 88 degrees 23 minutes 00 seconds West 469.26 feet and South 31 degrees 01 minute 43 seconds West 211.78 feet to the East line of property conveyed to Rabbs, Inc. by deed recorded in Book 1188, Page 1040 of the St. Charles County Records; thence along the Eastern and Southern lines of said property conveyed to Rabbs, Inc. the following courses and distances: South 28 degrees 47 minutes 50 seconds West 247.67 feet, South 18 degrees 17 minutes 41 seconds West 149.57 feet, North 85 degrees 31 minutes 51 seconds West 221.47 feet, South 07 degrees 25 minutes 57 seconds East 205.50 feet and North 84 degrees 38 minutes 52 seconds West 210.60 feet to the Northeast right of way line of Highway 40/61, varying width; thence Northwestwardly along said Northeast right of way line of Highway 40/61 varying width, North 36 degrees 11 minutes 26 seconds West 1085.27 feet and North 62 degrees 44 minutes 15 seconds West 111.78 feet to a point; thence leaving said right of way line, North 57 degrees 30 minutes 46 seconds East 398.24 feet to a point; thence North 30 degrees 34 minutes 51 seconds West 471.20 feet to a point; thence North 15 degrees 44 minutes 22 seconds West 322.12 feet to a point; thence North 00 degrees 20 minutes 00 seconds West 497.62 feet to the South right of way line of Phoenix Parkway, 60 feet wide, as shown on an ALTA Survey prepared by Pickett, Ray & Silver, dated March 6, 1998; thence Eastwardly along said South right of way line of Phoenix Parkway, 60 feet wide, as shown on said ALTA Survey, the following courses and distances: along a curve to the left whose radius point bears North 12 degrees 04 minutes 20 seconds West 1030.00 feet from the last mentioned point, a distance of 40.76 feet, North 75 degrees 39 minutes 38 seconds East 584.32 feet and along a curve to the left whose radius point bears North 14 degrees 20 minutes 22 seconds West 1030.00 feet from the last mentioned point, a distance of 488.54 feet to said East line of property conveyed to Rabbs, Inc.; thence South 16 degrees 06 minutes 22 seconds East 104.79 feet along said East line of property conveyed to Rabbs, Inc. to a point; thence leaving said East line, North 86 degrees 10 minutes 18 seconds East 2021.99 feet to the West line of property conveyed to Robert and Virginia Lall by deed recorded in Book 835, Page 251 of the St. Charles County Records; thence South 00 degrees 02 minutes 40 seconds West 1974.54 feet along said West line of property conveyed to Robert and Virginia Lall to the point of beginning and containing 143.121 acres according to calculations by Volz, Inc. during February 2000.

[EXHIBIT B CONTINUED ON FOLLOWING PAGE]

[CONTINUATION OF EXHIBIT B]

LESS AND EXCEPTING, HOWEVER, THE FOLLOWING PARCEL (BEING THE SAME PARCEL DESCRIBED IN EXHIBIT A ABOVE):

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

Commencing at the intersection of a Northwest line of property conveyed to Winghaven Residential, L.L.C. by deed recorded as yearly number 51845 on June 17, 1999 in the St. Charles County Records with the Northeast right-of-way line of U.S. Highway 40-61, varying width; said right-of-way line being 88.50 feet perpendicular Northeast of centerline station 365+50.00; thence North 57 degrees 24 minutes 26 seconds East 373.32 feet along said Northwest line of property conveyed to Winghaven Residential, L.L.C. to the actual point of beginning of the tract herein described; thence continuing along said Northwest line of property conveyed to Winghaven Residential, L.L.C. and along the West lines of said property conveyed to Winghaven Residential, L.L.C. the following courses and distances: North 57 degrees 24 minutes 26 seconds East 24.51 feet, North 30 degrees 34 minutes 51 seconds West 471.20 feet, North 15 degrees 44 minutes 22 seconds West 322.12 feet and North 00 degrees 20 minutes 00 seconds West 497.62 feet to the proposed South right-of-way line of the circumvential roadway through the Winghaven project; thence along said proposed South right-of-way line, along a curve to the left whose radius point bears North 12 degrees 04 minutes 20 seconds West 1030.00 feet from the last mentioned point, a distance of 40.76 feet and North 75 degrees 39 minutes 38 seconds East 561.27 feet to a point; thence South 08 degrees 26 minutes 39 seconds East 486.75 feet to a point; thence South 05 degrees 24 minutes 45 seconds East 477.52 feet to a point; thence South 04 degrees 47 minutes 59 seconds East 253.92 feet to a point; thence South 04 degrees 27 minutes 30 seconds East 101.58 feet to a point; thence South 11 degrees 31 minutes 30 seconds East 54.81 feet to a point; thence along a curve to the right, whose radius point bears South 43 degrees 52 minutes 35 seconds West 30.00 feet from the last mentioned point, a distance of 19.92 feet to a point; thence South 08 degrees 04 minutes 40 seconds East 151.59 feet to a point; thence along a curve to the right, whose radius point bears South 81 degrees 55 minutes 20 seconds West 12.00 feet from the last mentioned point a distance of 11.71 feet to a point; thence South 47 degrees 49 minutes 14 seconds West 166.06 feet to a point; thence along a curve to the right, whose radius point bears North 42 degrees 10 minutes 46 seconds West 121.00 feet from the last mentioned point, a distance of 214.56 feet to a point; thence North 30 degrees 34 minutes 51 seconds West 292.14 feet to the point of beginning and containing 872,321.12 square feet or 20.0257 acres according to a survey by Volz, Inc. during July, 1999.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

00 MAR -3 AM 10: 31

Barbara J. Hall

RECORDER OF DEEDS

END OF DOCUMENT

UST00D85691

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8-36

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WINGHAVEN

53535

BOOK 2436 PAGE 371

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN is made this 18TH day of AUGUST, 2000, by Novus Campus, L.L.C., a Delaware limited liability company ("Novus") and O'Fallon Land Investors, L.L.C., a Missouri limited liability company ("OLI"), and Winghaven Residential Owner's Association, Inc., a Missouri nonprofit corporation ("Winghaven Residential Association") and McWing Golf, LLC, a Missouri limited liability company ("McWing").

WITNESSETH:

WHEREAS, a certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, subsequently amended by (i) a certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri , (ii) a certain SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on May 18, 1999 in Book 2252, Page 712 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and (iii) a certain THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on September 1, 1999 in Book 2300 Page 1115 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as so amended, is hereinafter referred to as the "Declaration"), covering that certain real property described on Exhibits A-1 and A-2 attached to the Declaration (the "Property");

WHEREAS, a portion of the Property subject to the Declaration is subject to a Real Estate Purchase Agreement between Winghaven Residential, LLC, as seller and Union Electric Company, doing business as AMEREN UE ("AmerenUE"), as purchaser, and the parties hereto desire to release such portion, as described on Exhibit A attached hereto and made a part hereof (the "Released Property"), from the Declaration, in order to accommodate AmerenUE in connection with its construction of an electrical substation on the Released Property;

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by unanimous vote of the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership; and

WHEREAS, under the terms of the Declaration, the Board of Directors of Winghaven Residential Association is presently one of two Residential Class Members (and by a vote of the

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Residential Class Membership, Winghaven Residential Association has been duly authorized and directed to execute this Amendment on behalf of the Residential Class Membership), OLI is presently the sole Commercial Class Member (as the assignee of and successor to the rights of McEagle-O'Fallon, L.C. as the Commercial Class Member, pursuant to that certain Assignment of Rights dated as of August 30, 1999, and recorded in Book 2302 Page 1086 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri), and Novus is presently the sole Novus Class Member (as the assignee of and successor to the rights of Novus Property Holdings, L.L.C. as the Novus Class Member, pursuant to that certain Assignment of Rights dated as of December 4, 1998, and recorded in Book 2235, Page 1517 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri); and

WHEREAS, accordingly, Novus, OLI and Winghaven Residential Association are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, McWing is the Golf Course Owner, and as such, pursuant to said Article XIII, Section 2 of the Declaration, has the right to consent to amendments of provisions of the Declaration directly applicable to the Golf Course Land, the Golf Course, the Club House Site or the Club House Facilities; and

WHEREAS, Novus, OLI, and Winghaven Residential Association desire and intend to amend the Declaration pursuant to said authority, and McWing desires and intends to consent to such amendment of the Declaration, all as more particularly set forth hereinafter.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

B. Amendments.

1. The Released Property, as described on Exhibit A hereto, is hereby deleted from the definition of Property, as defined in the Declaration, and the Declaration shall have no effect on and shall not apply to the Released Property. The Released Property is hereby released from any and all burdens, obligations and benefits of the Declaration.

2. In the future, if AmerenUE or any other public utility provider requests the release of any portion of the Property (as redefined in this Amendment) from the force and effect of the Declaration, in connection with its acquisition of fee title from an Owner of such portion of the Property, the Residential Class Member, the Commercial Class Member, the Novus Class Member and McWing agree to act reasonably and consistent with this Amendment and the related Special Warranty Deed whereby AmerenUE is acquiring fee title to the Released Property, in giving full consideration to such request for such release of such portion of the Property from the force and effect of the Declaration, pursuant to amendment to this Declaration.

C. Miscellaneous.

1. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds, St. Charles County, Missouri.

2. The Declaration, as expressly amended hereby, is hereby ratified, confirmed and approved in all respects.

3. This Amendment 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 parties hereto may not have signed the same counterparts.

4. This Amendment shall run with the Property (as redefined in this Amendment) for all purposes and shall be binding upon and inure to the benefit of the Residential Class Membership, the Commercial Class Membership, the Novus Class Membership, the Master Association, any and all Ancillary Associations and all Owners and their respective successors-in-interest, as the case may be.

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

NOVUS CAMPUS, L.L.C.

By: Thad Simons

Its: President

STATE OF MISSOURI)
) SS.
COUNTY OF MO)

On this 28th day of Aug, 2000, before me appeared Thad Simons to me personally known, who being by me duly sworn, did say that he is the President of Novus Campus, 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 my official seal in the County and State aforesaid, the day and year above written.

Deborah D. Jenkins
Notary Public

My Commission Expires:

DEBORAH D. JENKINS
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 21, 2003

Bk 2436 Pg 374a

O'FALLON LAND INVESTORS, L.L.C.

By: _____
Paul J. McKee, Jr. Managing Member

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

On this 18th day of August, 2000, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Managing Member of O'Fallon Land Investors, L.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 my official seal in the County and State aforesaid, the day and year above written.

_____
Notary Public

My Commission Expires: Feb 4 2004

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WINGHAVEN RESIDENTIAL OWNERS ASSOCIATION, INC.

BOOK 2436 PAGE 375

By: John F. Eilermann
JOHN F. EILERMANN, JR.
Its: President

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

On this 18th day of August, 2000, before me appeared John F. Eilermann Jr. to me personally known, who being by me duly sworn, did say that he is the President of Winghaven Residential Owners Association, Inc., a Missouri non-profit corporation (the "Company"), and that said instrument was signed in behalf of said corporation in behalf of the Company, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the Company.

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

Donna L. Knese
Notary Public

My Commission Expires:

DONNA L KNESE
Notary Public - Notary Seal
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. DEC. 6,2003

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McWING GOLF, LLC

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

By: John F. Eilermann
JOHN F. EILERMANN, JR.
Its: PRESIDENT

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 18th day of August, 2000, before me appeared John F. Eilermann, Jr., to me personally known, who being by me duly sworn, did say that he is the PRESIDENT 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 said corporation in behalf of the Company, with the consent of all the members of the Company, and said person acknowledged said instrument to be the free act and deed said corporation and the Company.

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

Donna L. Knese
Notary Public

My Commission Expires:

DONNA L KNESE
Notary Public - Notary Seal
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. DEC. 6,2003

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EXHIBIT A

LEGAL DESCRIPTION OF THE RELEASED PROPERTY

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

Beginning at the intersection of the South line of property described in deed to Robert S. and Marie Janet Parnas recorded in Book 654 page 420 of the St. Charles County Records, with the West right-of-way line of Bates Road, 40 feet wide; thence Southwardly along said West right-of-way line of Bates Road South 26 degrees 52 minutes 37 seconds East 323.70 feet to a point; thence South 82 degrees 08 minutes 57 seconds West 92.93 feet to a point; thence South 07 degrees 51 minutes 03 seconds East 35.00 feet to the North right-of-way line of proposed Red Hawk Parkway, varying width, as described on an ALTA/ACSM Land Title Survey prepared by Pickett Ray and Silver dated March 6, 1998; thence Westwardly along said North right-of-way line of proposed Red Hawk Parkway, varying width, South 82 degrees 08 minutes 57 seconds West 66.36 feet to a point; thence North 26 degrees 52 minutes 37 seconds West 168.02 feet to a point; thence North 22 degrees 56 minutes 07 seconds East 212.06 feet to the point of beginning and containing 0.904 acres according to calculations by Volz, Inc. during December, 1999.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

00 AUG 31 AM 11: 14

Barbara J Hall
RECORDER OF DEEDS

END OF DOCUMENT

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LIST-MISC

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FIFTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WINGHAVEN

BOOK 2480 PAGE 1589

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN is made this 22nd day of December, 2000, by Novus Campus, L.L.C., a Delaware limited liability company ("Novus"), and O'Fallon Land Investors, L.L.C., a Missouri limited liability company ("OLI"), and Winghaven Residential Owner's Association, Inc., a Missouri nonprofit corporation ("Winghaven Residential Association"), and McWing Golf, LLC, a Missouri limited liability company ("McWing").

WITNESSETH:

WHEREAS, a certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and subsequently amended by (i) a certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri , (ii) a certain SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on May 18, 1999 in Book 2252, Page 712 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (iii) a certain THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on September 1, 1999 in Book 2300, Page 1115 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and (iv) a certain FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN, recorded on August 31, 2000 in Book 2436, Page 371 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as so amended, is hereinafter referred to as the "Declaration"), covering that certain real property described on Exhibits A-1 and A-2 attached to the Declaration (the "Property"); and

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by unanimous vote of the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership; and

WHEREAS, under the terms of the Declaration, the Board of Directors of Winghaven Residential Association is presently one of two Residential Class Members (and by a vote of the Residential Class Membership, Winghaven Residential Association has been duly authorized and directed to execute this Amendment on behalf of the Residential Class Membership), OLI is presently the sole Commercial Class Member (as the assignee of and successor to the rights of McEagle-O'Fallon, L.C. as the Commercial Class Member, pursuant to that certain Assignment of Rights dated as of August 30, 1999, and recorded in Book 2302 Page 1086 of the official records of

the Office of the Recorder of Deeds of St. Charles County, Missouri), and Novus is presently the sole Novus Class Member (as the assignee of and successor to the rights of Novus Property Holdings, L.L.C. as the Novus Class Member, pursuant to that certain Assignment of Rights dated as of December 4, 1998, and recorded in Book 2235, Page 1517 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri); and

WHEREAS, accordingly, Novus, OLI and Winghaven Residential Association are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, McWing is the Golf Course Owner, and as such, pursuant to said Article XIII, Section 2 of the Declaration, has the right to consent to amendments of provisions of the Declaration directly applicable to the Golf Course Land, the Golf Course, the Club House Site or the Club House Facilities; and

WHEREAS, Novus, OLI, and Winghaven Residential Association desire and intend to amend the Declaration pursuant to said authority, and McWing desires and intends to consent to such amendment of the Declaration, all as more particularly set forth hereinafter.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

B. Amendments.

1. The property described on Exhibit 1 and Exhibit 2 and shown on Exhibit 3 attached hereto is hereby added and annexed to the Property, and the same is hereby subjected to the provisions of the Declaration and shall henceforth constitute a part of the Property under the Declaration. Winghaven Land Investors, L.L.C. owns the property described on Exhibit 1 and shown on Exhibit 3 (the "WLI Property"), and has acknowledged its consent to such annexation by its execution of the Consent attached hereto. McEagle Winghaven North, L.C. owns the property described on Exhibit 2 and shown on Exhibit 3 (the "MWN Property"), and has acknowledged its consent to such annexation by its execution of the Consent attached hereto.

2. The Master Development Plan, attached to the Declaration as Exhibit Z, is amended as follows:

Sheet 1 of Exhibit Z (denominated as "Existing Land Use Classifications") is hereby replaced by Exhibit 4A attached hereto (denominated as "Existing Land Use Classifications -- Revised Sheet 1").

Sheet 4 of Exhibit Z (denominated as "Commercial Areas") is hereby replaced by Exhibit 4B attached hereto (denominated as "Commercial Areas -- Revised Sheet 4").

Sheet 5 of Exhibit Z (denominated as "Residential Areas") is hereby replaced by Exhibit 4C attached hereto (denominated as "Residential Areas -- Revised Sheet 5").

Sheet 9 of Exhibit Z (denominated as "Residential Areas -- Neighborhood IV & Village M") is hereby replaced by Exhibit 4D attached hereto (denominated as "Residential Areas - Revised Sheet 9").

Sheet 10 of Exhibit Z (denominated as "Streets and Trails System") is hereby replaced by Exhibit 4E attached hereto (denominated as "Streets and Trail System - Revised Sheet 10").

Sheet 11 of Exhibit Z (denominated as "Area of Buffer Zone") is hereby replaced by Exhibit 4F attached hereto (denominated as "Area of Buffer Zone - Revised Sheet 11").

3. The definition of "Residential Areas" set forth in Article I is amended to read, in its entirety, as follows:

*"**'Residential Areas'** shall mean those areas within the Property which at any given time have a Land Use Classification of R-1 PUD, R-4 PUD or MUTD PUD Mixed Use Traditional Development and are 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."*

4. The definition of "Tract Declaration" set forth in Article I is amended to read, in its entirety, as follows:

*"**'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 or MUTD PUD Mixed Use Traditional Development."*

5. Article III, Section 5, Subsection (a), Paragraph 3 is amended by adding the following sentence at the end of Paragraph 3:

"In the event that the governing Architectural Committee shall review the plans for any such Storm Water Control Facility, such review shall be solely for the purposes of determining the esthetic consistency of such plans with the surrounding portions of the Property, and no such review shall be deemed or considered to constitute an approval or endorsement by such Architectural Committee with respect to the sufficiency, adequacy or propriety of the proposed design of such Storm Water Control Facility or the construction thereof. In reviewing any such plans, 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 or in connection with such plans or any improvements constructed pursuant thereto."

6. Article IV, Section 1 is amended by adding a new clause (e), as follows:

"(e) MUTD PUD (Mixed Use -- Traditional Development District), as such classification is established by the Zoning Ordinances."

7. Article IV, Section 2, Subsection (b) is amended to read, in its entirety, as follows:

"(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, any pet shop, veterinarian office, or animal hospital, boarding facility, training facility and/or laboratory located within any portion of the Commercial Areas having a Land Use Classification of C-2 Commercial, HTCD PUD High Tech Corridor or MUTD PUD Mixed Use Traditional Development."

8. Article IV, Section 2, Subsection (p) is amended to read, in its entirety, as follows:

"(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 within any portion of the Commercial Areas having a Land Use Classification of C-2 Commercial, HTCD PUD High Tech Corridor or MUTD PUD Mixed Use Traditional Development. Additionally, all issues related to motor vehicles shall comply with the ordinances of the City of O'Fallon."

9. The introductory paragraph of Article IV, Section 3 is amended to read, in its entirety, as follows:

"Section 3. Covenants Applicable to Lots Within an R-1 PUD Land Use Classification and Residential Lots within a MUTD 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" or Residential Lots within a Land Use Classification of "MUTD PUD Mixed Use Traditional Development"."

10. Article VII is further amended by adding a new Section 12, following Section 11, as follows:

"Section 12. Allocation of Annual Assessments. It is stipulated that the amount of Annual Assessments levied against the various Parcels and Ancillary Association Tracts subject to the Master Residential Tract Declarations, for each of the 1998, 1999 and 2000 Assessment Periods were correctly and accurately allocated in accordance with Section 5 of this Article VII. It is further stipulated that the amount of Annual Assessments to be levied against each respective Parcel and Ancillary Association Tract subject to the Master Residential Tract Declarations, for the 2001 Assessment Period shall be allocated in accordance with the schedule attached as part of Exhibit H in the Fifth Amendment to this Declaration."

11. Article IX, Section 5, Subsection (a) is amended by adding the following sentence at the end of Subsection (a):

"Without limiting the foregoing, the additional insurance coverage which the Master Association is specifically authorized and empowered to obtain, in its discretion, shall include contractual liability insurance to cover any indemnity undertaken by the Master Association in this Declaration or in any agreement entered into with third parties pursuant to this Declaration, and/or special extended coverage insurance with respect to the Association Land and the Common Areas."

12. The fifth sentence of Article XI, Section 2 is amended to read, in its entirety, as follows:

"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 and the Master Development Plan)."

13. The second sentence of Article XI, Section 4 is amended to read, in its entirety, as follows:

"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 and the Master Development Plan are satisfied in all material respects by the application in question."

14. Article XI, Section 5 is amended to read, in its entirety, as follows:

"*Section 5.* *Submittals to Architectural Committees.*

"(a) *Submittal of Materials for Review.*

"(1) The following parties shall have the right to submit, for the consideration of the Architectural Committee having jurisdiction over of the portion of the Property in question, any materials contemplated or permitted by this Section 5: (i) the Owner of such portion of the Property, or (ii) any party having a legal interest in such portion of the Property (such as a purchaser under contract, a lessor or a ground lessor), provided that the Owner has consented in writing to such submittal. The party making such a submittal shall be considered the "Applicant" with respect thereto for purposes of this Declaration. By making such submittal, however, the Applicant shall be conclusively deemed to have consented, in the event of any dispute, to the exclusive application of the arbitration procedures set forth in Article XV of this Declaration, and shall be deemed to have agreed to waive any right to seek legal and/or equitable remedies in connection with any such dispute.

"(2) Each Architectural Committee shall have the power and authority to prescribe a standard application form for use by Applicants in submitting materials for review by such Architectural Committee. Such form may, among other things, include a specific acknowledgement and agreement that the Applicant, in the event of any dispute, has consented to the exclusive application of the arbitration procedures set forth in Article XV of this Declaration and has agreed to waive any right to seek legal and/or equitable remedies in connection with any such dispute.

"(3) Materials submitted for the consideration of either Architectural Committee under this Section 5 shall be submitted, in four duplicate sets, to the Secretary of the Master Association (the ***"Secretary"****). The Secretary promptly shall mark each of the four copies to show the date of receipt, shall notify the regular members of the governing Architectural Committee of the delivery of such materials (or in the absence of a regular member, the Secretary shall notify the alternate for such member), and shall make arrangements for the delivery of a copy of such submittal to the appropriate members of the governing Architectural Committee for review.*

"(4) Notwithstanding anything to the contrary set forth elsewhere in this Declaration, no application shall be deemed filed with an Architectural Committee until all items required to be submitted in connection therewith under this Section 5 and/or 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 were not so submitted. Such notification (an ***"Incomplete Submission Notice"****) shall be given within ten (10) business days after the Secretary's receipt on behalf of the applicable Architectural Committee of such submittal (or any*

addition or supplement thereto in response to a previous Incomplete Submission Notice).

"(b) 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 may (at its option), before proceeding with the more detailed submittals required under clauses (2), (3) and (4) of this Subsection (b), submit to the Residential Architectural Committee a site concept proposal (a "Residential Site Concept Proposal"), including the following materials:

(A) A site layout drawing with sufficient detail to show general compliance with the Residential Architectural Guidelines

(B) Drawings or renderings illustrating prototype examples of the exterior elevations for the proposed building improvements.

(C) Descriptions or examples of proposed exterior materials and colors.

(D) Such other information as the Applicant shall deem appropriate to illustrate its general development concept for the subject site (which may include, for example, one or more of the following: a written narrative description of the development proposal, conceptual renderings of the proposed development, survey information and/or such other illustrative materials as the Applicant may deem relevant in conveying its general development concept for the subject site).

"(2) Either simultaneously with the submission of the Residential Site Concept Proposal described in clause (1) of this Subsection (b) or at any time thereafter, the Applicant must 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.

"(3) Either simultaneously with the submission of the Residential Site Concept Proposal described in clause (1) of this Subsection (b) or at any time thereafter, the Applicant must 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.

"(4) Either simultaneously with the submission of the Residential Site Concept Proposal described in clause (1) of this Subsection (b) or at any time thereafter, the Applicant must 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.

"(5) The submittals made pursuant to clauses (1), (2) (3) and/or (4) of this Subsection (b) shall be deemed approved unless a Disapproval Notice conforming with the requirements of Subsection (f) of this Section 5 is sent (by the Secretary or the disapproving member, as the case may be) to the Applicant within 12 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. After either (i) the Residential Site Concept Proposal or (ii) the submittals to be made pursuant to clauses (2), (3) and (4) of this Subsection (a) have been made and approved (or deemed approved), the Applicant may make application to the City of O'Fallon for building permits for Dwelling Units described in such approved proposal or submittal (including a model home) or any building containing any Dwelling Unit described in such approved proposal or submittal; provided, however, that the submittals to be made pursuant to clauses (2), (3) and (4) of this Subsection (b) must be made and approved (or deemed approved) before the Applicant takes any of the following actions: (A) sale of any Lot to any party for use as such party's residence, or (B) commencement of construction of any Dwelling Units or any building containing any dwelling unit. Notwithstanding the foregoing, the Applicant may proceed (at its own risk) with any site work (including clearing and grading of the site) relating to a Residential Site Concept Proposal after such Residential Site Concept Proposal has been made and approved (or deemed approved) so long as the Applicant has obtained the required permits for such site work from the City of O'Fallon and/or other applicable governmental authorities.

"(c) <u>Commercial Architectural Committee</u>. 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 may (at its option), before proceeding with the more detailed submittals required under clauses (2) and (3) of this Subsection (c), submit to the Commercial Architectural Committee a site concept proposal (a "Commercial Site Concept Proposal"), including the following materials:

(A) A site layout drawing with sufficient detail to show general compliance with the Commercial Architectural Guidelines.

(B) Drawings or renderings illustrating prototype examples of the exterior elevations for the proposed building improvements.

(C) Descriptions or examples of proposed exterior materials and colors.

(D) Such other information as the Applicant shall deem appropriate to illustrate its general development concept for the subject site

(which may include, for example, one or more of the following: a written narrative description of the development proposal, conceptual renderings of the proposed development, survey information and/or such other illustrative materials as the Applicant may deem relevant in conveying its general development concept for the subject site).

"(2) Either simultaneously with the submission of the Commercial Site Concept Proposal described in clause (1) of this Subsection (c) or at any time thereafter, the Applicant must 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.

"(3) Either simultaneously with the submission of the site Development Proposal described in clause (2) of this Subsection (c) or at any time thereafter, 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.

"(4) The submittals made pursuant to clauses (1), (2) and/or (3) of this Subsection (c) shall be deemed approved unless a Disapproval Notice conforming with the requirements of Subsection (f) of this Section 5 is sent (by the Secretary or the disapproving member, as the case may be) to the Applicant within 12 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. After either (i) the Commercial Site Concept Proposal or (ii) the submittals to be made pursuant to clauses (2) and (3) of this Subsection (c) has been made and approved (or deemed approved), the Applicant may make application to the City of O'Fallon for a building permit relating to such Development Proposal; provided, however, that the submittals to be made pursuant to clauses (2) and (3) of this Subsection (b) must be made and approved (or deemed approved) before commencement of construction relating to such Development Proposal. Notwithstanding the foregoing, the Applicant may proceed (at its own risk) with any site work (including clearing and grading of the site) relating to a Development Proposal after such Commercial Site Concept Proposal has been made and approved (or deemed approved) so long as the Applicant has obtained the required permits for such site work from the City of O'Fallon and/or other applicable governmental authorities.

"(d) <u>Other Applications</u>. With regard to any proposal or request other than those subject to Subsections (b) or (c) 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 (f) of this Section 5 is sent (by the Secretary or the disapproving member, as the case may be) to the Applicant within 12 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.

"(e) Response of Committee or Member. With respect to the Subsections (b), (c) and (d) 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 (b), (c) or (d) 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 (b), (c) or (d) of this Section 5, as applicable.

"(3) Following any such approval of a request filed with one of the Architectural Committees, the applicable Architectural Committee shall cause at least two copies of the Applicant's submittal to be stamped to confirm the satisfactory completion of such Architectural Committee's review, and to be signed by the approving reviewing members of such Architectural Committee. With respect to such stamped and signed copies of the Applicant's submittal, one copy shall be returned to the Applicant, and one copy shall be retained by the Secretary; any additional remaining signed copies may be retained by the respective members of the applicable Architectural Committee. In addition, the Secretary, on behalf of the applicable Architectural Committee, shall issue to the Applicant a certificate confirming the satisfactory completion of such Architectural Committee's review of the Applicant's submittal, signed by the approving reviewing members of such Architectural Committee.

"(f) Disapproval Notice. In any case in which a request is disapproved under Subsection (b), (c) or (d) of this Section 5, the notice of disapproval (the ***"Disapproval Notice"****) to be given by the Secretary on behalf of 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 and/or the applicable Architectural Guidelines 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.

"(g) Applicant's Rights.

"(1) Any Applicant receiving a Disapproval Notice or Incomplete Submission Notice regarding an application filed by it with either Architectural Committee, and believing such notice to be unwarranted, erroneous or incorrect may commence a review of such action of the applicable Architectural Committee by arbitration proceedings with respect thereto, pursuant to the procedures set forth in Article XV, Section 17. Notwithstanding anything to the contrary set forth in this Declaration, however, such review right must be exercised within ninety (90) days after the issuance of the Disapproval Notice or Incomplete Submission Notice in question.

"(2) In the event of any such review of an action of the applicable Architectural Committee permitted hereunder, it is agreed that the standard to be applied in such review shall be whether the requirements and/or standards set forth in the applicable Architectural Guidelines and/or the Master Development Plan were in fact met or satisfied in all material respects by such application and whether such standards were applied by the members of 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).

"(h) Parties to Arbitration. In the event that either Architectural Committee commences an arbitration proceeding under this Declaration, or that an arbitration proceeding is commenced against either Architectural Committee under this Declaration, such Architectural Committee shall be considered a party to the arbitration, and all costs and expenses incurred by or assessed against such Architectural Committee in connection with such arbitration shall be borne by the Master Association. Notwithstanding the foregoing, however, in the event that an Applicant initiates arbitration pursuant to Subsection (g) above regarding a non-unanimous determination by either Architectural Committee, during the period in which such Architectural Committee is to consist of only two members pursuant to Section 1 of this Article XI, then in such event, the non-consenting member of such Architectural Committee shall be considered the adverse party to the arbitration proceeding (rather than the Architectural Committee, per se), and all costs and expenses incurred by or assessed against such member and/or the Architectural Committee in connection with such arbitration proceeding shall be borne by the members of the Membership Class which appointed such non-consenting member of such Architectural Committee."

15. Article XV, Section 17 is amended to read, in its entirety, as follows:

"Section 17. Arbitration.

"(a) 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 the construction or validity of this arbitration clause or whether a given issue is subject to arbitration hereunder), shall be settled by arbitration, pursuant to the following procedure:

*"(1) Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "**Arbitration Rules**"), as amended or supplemented by the terms and conditions of this Section 17. Any party seeking to invoke arbitration hereunder must notify the adverse party in writing (the "**Arbitration Notice**"), stating that such party is invoking the provisions of this Section 17. The parties to such arbitration are referred to herein as the "**Disputing Parties**".*

*"(2) The arbitration process starts on the date when any party issues an Arbitration Notice to another party (the "**Commencement Date**"). Except as otherwise expressly provided herein, such Arbitration Notice must be issued within one year after the aggrieved party first obtained knowledge of the action or event giving rise to the claim, and failure to issue an Arbitration Notice within such time period shall be deemed a waiver by such party of the right to commence such proceeding. A copy of the Arbitration Notice shall also be sent simultaneously by the commencing party to the American Arbitration Association office for St. Louis City and County, Missouri.*

*"(3) Unless the parties to the controversy in question agree upon a mutually acceptable arbitrator, the American Arbitration Association shall, within ten business days after the Commencement Date, 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 Disputing Parties shall, within ten business days, select the arbitrators to hear the controversy and dispute, such selection to be made in the manner provided under the Arbitration Rules (provided, however, that each party shall have the right to arbitrarily strike two of the names on the list of possible arbitrators). The number of arbitrators to hear and decide the matter (the "**Arbitrator(s)**") shall be three, unless the parties agree in writing to a different number or agree upon a mutually acceptable sole Arbitrator.*

"(4) Within ten business days following the selection of the Arbitrator(s), each of the Disputing Parties will file an arbitration summary with the Arbitrator(s) and provide a copy to the other Disputing Parties. The summary shall not exceed ten pages and shall concisely identify the issues, describe such Disputing Party's position and the basis for it, explain the relief sought, identify the Disputing Party's advocates and representatives at the hearing, and indicate the matters which such Disputing Party will address. Any verified witness statements or other documents to be

used must be submitted at this time. Any documents responsive to the other Disputing Party's summary must be submitted to the Arbitrator(s) and the other Disputing Party(ies) within ten business days after receipt of that summary or three business days before the scheduled arbitration hearing, whichever occurs first. The Arbitrator(s) will review the arbitration summary and any documents submitted prior to the hearing to become familiar with the issues and the parties' respective positions.

"(5) The Arbitrator(s) shall establish the hearing date, which will be within ten business days after the selection of the Arbitrator(s) (or such other date as the Arbitrator(s) may specify, bearing in mind that time is of the essence in resolving any such dispute hereunder). The locale of any such arbitration proceedings shall be within St. Louis County, Missouri. The Arbitrator(s) shall notify the Disputing Parties of the specific time and place of the hearing.

"(6) Each Disputing Party will present its case through its selected advocates, representatives and appropriate expert witnesses; such advocates, representatives and witnesses will not be subject to examination by the other Disputing Parties, but will be subject to examination by the Arbitrator(s). Each Disputing Party must cause a duly authorized representative of such party to be present at the hearing. Each Disputing Party will have the opportunity to respond to points raised by the other Disputing Parties until the Arbitrator(s) are satisfied that each Disputing Party has had a full opportunity to present its position. The Arbitrator(s) may, at any time during the hearing, ask for additional information from any representative of a Disputing Party. Formal rules of evidence will not apply, and the Arbitrator(s) shall have full discretion to actively manage the arbitration with a view to achieving a just, speedy and cost-effective resolution of the dispute, claim or controversy. The Arbitrator(s), in their sole discretion, may have all or part of the proceedings transcribed or recorded. Attendance at hearings will be limited to the Disputing Parties, their respective advocates, representatives and expert witnesses, the Arbitrator(s), and any other person whom the Arbitrator(s) determine to be necessary to properly administer the hearing. If a party fails or refuses to appear at and participate in an arbitration hearing after due notice, the Arbitrator(s) may hear and determine the controversy based upon the evidence produced by the appearing party or parties.

"(7) There will be no post-hearing briefs except those in cases where the Arbitrator(s) determine that briefs are necessary in order for the Arbitrator(s) to reach a decision. If briefs are requested, the Arbitrator(s) will establish a permissible length, not to exceed 20 pages. The briefs must be filed with the Arbitrator(s) no later than five business days following the request of the Arbitrator(s).

"(8) The Arbitrator(s) will issue a decision in writing within ten business days of the close of the hearing. The hearing will be considered "closed" when the Arbitrator(s) have determined that each Disputing Party has had a full opportunity to present its position. However, the Arbitrator(s) will have the discretion to defer the close of the hearing to allow it to receive post-hearing briefs if the Arbitrator(s)

determine such briefs would be appropriate. The hearing shall be considered "closed" on the due date for the briefs.

"(9) The decision of the Arbitrator(s) shall be based upon applicable law and judicial precedent. The Arbitrator(s), in rendering their decision as to any state law claims, shall apply the laws of the State of Missouri (without regard to the application of principles of conflicts of law).

"(10) The arbitrator shall have the right to award costs and fees (including, without limitation, reasonable attorneys' fees) in accordance with the judgment of the arbitrator. "Costs and fees", for the purpose of this Section 17, shall mean all reasonable expenses of the arbitration, including, but not limited to the fees of the Arbitrator(s), administrative fees, travel expenses, out-of-pocket expenses such as for copying and telephone, court reporter costs, witness fees, and reasonable attorneys' fees. The Arbitrator(s), however, shall have no jurisdiction or right to award exemplary or punitive damages.

"(11) 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.

"(12) 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.

"(b) At any time, the parties involved in any dispute with respect to this Declaration may, by mutual consent, retain a mediator to aid the parties in their discussions and negotiations with respect to the subject matter of their dispute. Opinions expressed by the mediator shall be strictly advisory and shall not be binding on the parties, nor shall any opinion expressed by the mediator be admissible or be made known to the Arbitrator(s) in any arbitration proceedings hereunder. The mediator, in each instance, shall be chosen by mutual agreement of the parties. Costs of the mediation shall be borne equally by the parties involved in the dispute, except that each party shall be responsible for its own expenses. Mediation shall not be a prerequisite to demand for arbitration under Subsection (a) of this Section 17."

16. Article XII, Section 2 is amended by adding the following sentence at the end of Section 2:

"Notwithstanding anything to the contrary set forth in this Declaration, and in addition to any other remedial rights available to the Master Association, Novus or the governing Architectural Committee under this Declaration, the Master Association, Novus, the governing Architectural Committee or a member of the governing Architectural Committee shall have the right to seek declaratory and/or injunctive relief from a court of law in the event that any party: (i) seeks a building permit regarding any part of the Property governed by such Architectural Committee, or (ii) commences development or construction activities on any part of the Property governed by such

Architectural Committee, without having first obtained all approvals from the governing Architectural Committee which this Declaration requires as a precondition to such actions."

17. Article XVI, Section 3, Subsection (b) is amended by adding the following sentence at the end of Subsection (b):

"Notwithstanding the foregoing provisions of this Subsection (b), *however, in the event that the Master Association in the future proposes to construct any portion of the Trail System in a location materially different from or in addition to the Trail System as depicted on the Master Development Plan (such different or additional location being referred to as the "New Trail Location"), before commencing such construction on the New Trail Location, the Master Association must first advise the Owner(s) of the portions of the Property over which such New Trail Location is proposed to run, and must obtain the agreement of such Owner(s) to the proposed construction on the New Trail Location."*

18. Exhibit E to the Declaration is amended as follows:

A. Section A.1 of Exhibit E is amended to read, in its entirety, as follows:

"1. Neighborhoods

"Three multi-village Neighborhoods consisting of single-family detached housing units are planned and are identified as follows (as shown on Sheets 6, 7 and 8 of the Master Development Plan):

"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

"Other villages containing single-family detached housing units and shown as 'Single Family' on Revised Sheet 9 of the Master Development Plan, are planned to be developed as single village Neighborhoods."

B. Section A.2 of Exhibit E is amended to read, in its entirety, as follows:

"2. Villages

"Several villages consisting of attached housing units, townhouse units and apartments are planned and shown on the Master Development Plan. Villages shown on the Master Development Plan as 'Multi-Family -- Attached Residential' are referred to herein as 'Attached Residential Villages'. Villages shown on the Master Development Plan as 'Multi-Family -- Townhouse Residential' are referred to herein as 'Townhouse Residential Villages'. Villages

shown on the Master Development Plan as 'Multi-Family -- Apartment Residential' are referred to herein as 'Apartment Residential Villages'."

19. Exhibit F to the Declaration is amended as follows:

A. The introductory paragraph of Section B is amended to read, in its entirety, as follows:

"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 this Section B and any further standards adopted in the Detailed Commercial Architectural Guidelines."

B. Section B, Subsection 7, paragraph h is amended to read, in its entirety, as follows:

"h. The minimum number of off-street parking spaces by type of use shall be provided and maintained on each Parcel our Lot as per Article 25 of the City of O'Fallon Zoning Ordinances, as amended from time to time, which minimum number of spaces shall be approved by the City of O'Fallon."

C. Section B, Subsection 8, paragraph b is amended to read, in its entirety, as follows:

"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, which off-street loading requirements shall be approved by the City of O'Fallon."

D. The introductory paragraph of Section B, Subsection 12 is amended to read, in its entirety, as follows:

"Prior to construction within the Commercial Areas, the applicant proposing to construct or install any of the following improvements shall submit to the Commercial Architectural Committee four 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 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."

E. Section C, Subsection 1, paragraph d, subparagraph (5) is amended to read, in its entirety, as follows:

"(5) Arterial Streets and Collector Streets: Site landscaped berms are not required, except on commercial property when it is adjacent to residential uses."

F. The introductory paragraph of Section C, Subsection 2, paragraph a is amended to read, in its entirety, as follows:

"a. The following improvements shall be constructed or installed in or along those edges of the Property which are within Land Use Classifications of R-1 PUD or R-4 PUD or Residential Areas within a Land Use Classification of MUTD PUD Mixed Use Traditional Development, and which are contiguous to commercial property which is not part of the Property:"

G. The introductory paragraph of Section C, Subsection 2, paragraph b is amended to read, in its entirety, as follows:

"b. The following improvements shall be constructed or installed in or along those edges of the Property which are within Land Use Classifications of C-2 Commercial or HTCD PUD High Tech Corridor or Commercial Areas within a Land Use Classification of MUTD PUD Mixed Use Traditional Development, and which are contiguous to residential property which is not part of the Property:"

H. The introductory paragraph of Section C, Subsection 5 is amended to read, in its entirety, as follows:

*"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; such signage must be approved by the City of O'Fallon, and also shall comply with following standards:"*

20. Exhibit H to the Declaration is hereby replaced by Exhibit 5 attached hereto, denominated "Exhibit H -- Capital Assessments and Annual Assessments".

C. Miscellaneous.

1. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds, St. Charles County, Missouri.

2. The Declaration, as expressly amended hereby, is hereby ratified, confirmed and approved in all respects.

3. This Amendment 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 parties hereto may not have signed the same counterparts.

4. This Amendment shall run with the Property (as redefined in this Amendment) for all purposes and shall be binding upon and inure to the benefit of the Residential Class Membership, the Commercial Class Membership, the Novus Class Membership, the Master Association, any and all Ancillary Associations and all Owners and their respective successors-in-interest, as the case may be.

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

NOVUS CAMPUS, L.L.C.

By: _____
Its: PRESIDENT
THAD W. SIMONS

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 22 day of December, 2000, before me appeared Thad W. Simons, to me personally known, who being by me duly sworn, did say that he is the President of Novus Campus, 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 my official seal in the County and State aforesaid, the day and year above written.

_____
Notary Public

My Commission Expires:

SABRENA M HAMILTON
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. SEPT 14 2002

WINGHAVEN RESIDENTIAL OWNERS ASSOCIATION, INC.

BOOK 2480 PAGE 1608

By: John F. Eilermann
JOHN F EILERMANN

Its: PRESIDENT

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

On this 27 day of December 2000, before me appeared John F. Eilermann, to me personally known, who being by me duly sworn, did say that he is the President of Winghaven Residential Owners Association, Inc., a Missouri non-profit corporation (the "Company"), and that said instrument was signed in behalf of said corporation in behalf of the Company, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the Company.

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

Linda R Payne
Notary Public

My Commission Expires:

"NOTARY SEAL"
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

(C2859N.ame.rtf)

McWING GOLF, LLC

BOOK 2480 PAGE 1609

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

By: [signature]
Its: JOHN F. EILERMANN
PRESIDENT

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

On this 22 day of Dec. 2000, before me appeared John F. Eilermann, to me personally known, who being by me duly sworn, did say that he is the President 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 said corporation in behalf of the Company, with the consent of all the members of the Company, and said person acknowledged said instrument to be the free act and deed of said corporation and the Company.

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

[signature]
Notary Public

My Commission Expires:

"NOTARY SEAL"
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

(C2859N.ame.rtf)

O'FALLON LAND INVESTORS, L.L.C.

BOOK 2480 PAGE 1610

By: _____
Paul J. McKee, Jr., Managing Member

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

On this 22 day of December, 2000, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Managing Member of O'Fallon Land Investors, L.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 my official seal in the County and State aforesaid, the day and year above written.

_____
Notary Public

My Commission Expires:

"NOTARY SEAL"
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

(C2859N.ame.rtf)

CONSENT

The undersigned Winghaven Land Investors, L.L.C., as the owner of the "WLI Property", and McEagle Winghaven North, L.C., as the owner of the "MWN Property", do hereby consent to and approve the aforesaid annexation of their respective properties, and the subjection of the same to the provisions of the Declaration, all as more particularly described above.

WINGHAVEN LAND INVESTORS, L.L.C.

By: _____
Paul J. McKee, Jr., President

Date: 12/22/00

McEAGLE WINGHAVEN NORTH, L.C.

By: _____
Paul J. McKee, Jr., Manager

Date: 12/22/00

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 22 day of December, 2000, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the President of **WINGHAVEN LAND INVESTORS, L.L.C.**, a Missouri limited liability company (the "Company"), and that said instrument was signed in behalf of the Company by authority of its Operating Agreement, 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:

"NOTARY SEAL"
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

BOOK 2480 PAGE 1612

On this 22 day of December 2000, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Manager of **McEAGLE WINGHAVEN NORTH, L.C.**, a Missouri limited liability company (the "Company"), and that said instrument was signed in behalf of the Company by authority of its Operating Agreement, 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.

Linda R. Payne
Notary Public

My Commission Expires:

" NOTARY SEAL "
Linda R. Payne, Notary Public
Jefferson County, State of Missouri
My Commission Expires 12/27/2002

EXHIBIT 1

DESCRIPTION
(17.47 ACRES)
("Valley View" Parcel 1)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of Lot 7 of said Valley View Subdivision and being the southwest corner of Lot 17 of the corrected plat of Martel Subdivision, as recorded in Plat Book 8, Page 24 of the said St. Charles County, Missouri Records and being a point on the eastern line of North Hampton Woods, as recorded in Plat Book 34, Page 70 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said North Hampton Woods along the southern line of the corrected plat of Martel Subdivision and the northern line of Valley View Subdivision North 81°54'35" East a distance of 1216.73 feet to a point marking the northwesternmost corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 825 of the said St. Charles County Missouri, Records, and being the northeast corner of said Valley View Subdivision; thence leaving the southern line of the corrected plat of Martel Subdivision along the eastern line of Valley View Subdivision and a western line of the said Winghaven Land Investors, L.L.C. property South 04°18'39" West a distance of 500.98 feet to a point marking the northeast corner of property now or formerly of Public Water Supply District No. 2, as recorded in Book 1722, Page 1431 of the said St. Charles County, Missouri Records and being the southeast corner of Lot 18 of said Valley View Subdivision; thence leaving the western line of said Winghaven Land Investors, L.L.C. property along the northern line of said Public Water Supply District No. 2 property and the southern line of said Lot 18 South 81°58'29" West a distance of 233.23 feet to a point on the eastern right-of-way line of Kieth Drive (40' wide); thence leaving the southern line of said Lot 18 along said right-of-way line, along a non-tangent curve to the right, having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears South 81°58'29" West a chord distance of 40.00 feet to a point on the western right-of-way line of said Kieth Drive and being the southeast corner of Lot 19 of said Valley View Subdivision; thence leaving said right-of-way line along the southern line of Lot 19 and continuing along the northern line of said Public Water Supply District No. 2 property South 81°58'29" West a distance of 231.77 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of said Lot 19; thence leaving said corner along the western line of said Public Water Supply District No. 2 and along the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision South 24°06'49" East a distance of 351.21 feet to a point on the northern line of said Winghaven Land Investors, L.L.C. property and being the southern line of said Valley View Subdivision and being the southern right-of-way line of Ira Drive (40' wide); thence along the northern line of said Winghaven Land Investors, L.L.C. property and the southern right-of-way line of said Ira Drive South 78°52'06" West a distance of 607.27 feet to a point marking the southwest corner of said Valley View Subdivision; thence along the western line of said Valley View Subdivision and the eastern line of said North Hampton Woods North 14°22'58" West a distance of 863.71 feet back to the POINT OF BEGINNING and containing 761,003 square feet or 17.47 acres more or less.

(c2893.leg.rtf)

DESCRIPTION
(3.07 ACRES)
("Valley View" Parcel 2)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and being part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records, and being more particularly described as follows:

BEGINNING at the southeast corner of said Valley View Subdivision and being a point on the western line of property now or formerly of McEagle-O'Fallon, L.C., as recorded in Book 1965, Page 290 of the said St. Charles County, Missouri Records and being the southeast corner of the aforementioned Public Water Supply District No. 2 property; thence along the northern line of said McEagle-O'Fallon, L.C. property and the southern line of said Valley View Subdivision and the southern line of said Public Water Supply District No. 2 property South 78°52'06" West a distance of 338.38 feet to a point; thence leaving the southern line of said Valley View Subdivision and the northern line of said McEagle-O'Fallon, L.C. property along the western line of said Public Water Supply District No. 2 property and the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision North 24°06'49" West a distance of 351.21 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of Lot 19 of said Valley View Subdivision; thence along the southern line of said Lot 19 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 231.77 feet to a point on the western right-of-way line of Keith Drive (40' wide); thence leaving the southern line of said Lot 19 along said right-of-way line along a non-tangent curve to the left having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears North 81°58'29" East a chord distance of 40.00 feet to a point on the eastern right-of-way line of said Keith Drive and being the southwest corner of Lot 18 of said Valley View Subdivision; thence leaving said right-of-way line and along the southern line of said Lot 18 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 233.23 feet to a point on the eastern line of said Valley View Subdivision and being a point on the western line of said McEagle-O'Fallon, L.C. property and being the northeast corner of said Public Water Supply District No. 2 property, thence leaving said corner along the eastern line of said Valley View Subdivision and the western line of said McEagle-O'Fallon, L.C. property and the eastern line of said Public Water Supply District No. 2 property South 04°18'39" West a distance of 326.66 feet back to the POINT OF BEGINNING and containing 133,598 square feet or 3.07 acres more or less.

(c2893.leg.rtf)

DESCRIPTION
"A PARCEL"
24.24 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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46*16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line North 14°35'03" West a distance of 64.82 feet to a point; thence North 85°02'56" West a distance of 18.17 feet to a point marking the southwest corner of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 2249, Page 705 of the St. Charles County, Missouri Records; thence leaving said right-of-way line along the western line of said Novus Property Holdings, L.L.C. property the following courses: North 02°05'27" East a distance of 735.35 feet to a point; thence North 00°07'38" East a distance of 439.58 feet to a point; thence southeastwardly along the southwestern line of Post Meadows Plat One, as recorded in Plat Book 34, Page 333 through Page 336 of the St. Charles County, Missouri Records and the western line of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records South 42°33'16" East a distance of 1793.22 feet to a point marking the northwest corner of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 of the said St. Charles County, Missouri Records; thence along the western line of Wilbanks property South 02°31'15" West a distance of 417.40 feet back to the POINT OF BEGINNING and containing 1,055,789 square feet or 24.24 acres more or less.

(c2893.leg.rtf)

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL D-1
4.37 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 northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of-way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 554.49 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along a curve to the left having a radius of 1000.33 feet, an arc distance of 133.07 feet, a chord of which bears South 78°25'48" East a chord distance of 132.97 feet to a point; thence South 82°08'45" East a distance of 234.02 feet to a point; thence South 56°33'08" East a distance of 164.27 feet to a point; thence South 02°29'27" West a distance of 93.75 feet to a point on a curve; thence along a curve to the left having a radius of 838.90 feet, an arc distance of 279.93 feet, a chord of which bears South 69°21'23" West a chord distance of 278.63 feet to a point; thence South 71°16'39" West a distance of 53.02 feet to a point on a curve; thence along a curve to the left having a radius of 847.94 feet, an arc distance of 51.88 feet, a chord of which bears South 55°33'31" West

a chord distance of 51.87 feet to a point; thence South 53°48'22" West a distance of 109.40 feet to a point; thence North 89°27'20" West a distance of 119.35 feet to a point; thence North 51°11'38" West a distance of 150.31 feet to a point; thence North 24°40'44" East a distance of 290.42 feet to a point; thence North 33°48'22" East a distance of 111.70 feet back to the POINT OF BEGINNING and containing 190,279 square feet or 4.37 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL B
1.39 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 southeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2302, Page 1092 of the St. Charles County, Missouri Records and being a point on the existing right-of-way line of the property now or formerly of the State of Missouri; thence leaving said corner along the southern line of said Winghaven Land Investors, L.L.C. property and along said right-of-way line South 88°04'25" West a distance of 41.66 feet to a point marking the southwest corner of said property; thence along the western line of said Winghaven Land Investors, L.L.C. property and along said existing right-of-way and along the western line of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 1953, Page 436 of the said St. Charles County, Missouri Records the following courses: North 24°11'38" West a distance of 755.48 feet to a point; thence North 15°30'34" East a distance of 44.64 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing North 15°30'34" East a distance of 81.99 feet to a point; thence North 53°48'22" East a distance of 99.21 feet to a point of curvature; thence along a curve to the right, having a radius of 693.76 feet, an arc distance of 302.26 feet, a chord of which bears North 65°27'56" East a chord distance of 299.87 feet to a point; thence South 54°41'02" East a distance of 11.62 feet to a point; thence South 01°09'35" East a distance of 203.72 feet to a point; thence South 82°24'58" West a distance of 391.81 feet back to the POINT OF BEGINNING and containing 60,384 square feet or 1.39 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL C
0.03 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 said Fractional Section 13 and being a point on the western line of U.S. Survey 1669; thence leaving the eastern line of said U.S. Survey 1669, along the northern line of said Fractional Section 13 South 88°52'12" West a distance of 751.32 feet to a point marking the northeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 816 of the said St. Charles County, Missouri Records and being the POINT OF BEGINNING of the herein described tract of land; thence leaving said northern line of Fractional Section 13 along the western line of property now or formerly of Novus Properties Holdings, L.L.C., as recorded in Book 1953, Page 436 of said St. Charles County, Missouri Records and the eastern line of said Winghaven Land Investors, L.L.C. property South 01°09'35" East a distance of 35.71 feet to a point; thence along a curve to the left, having a radius of 360.55 feet, an arc length of 99.15 feet, the chord of which bears North 69°59'04" West a chord distance of 98.83 feet to a point; thence along said southern line North 88°50'00" East a distance of 92.16 feet to the POINT OF BEGINNING and containing 1,421 square feet or 0.03 acres more or less.

EXHIBIT 2

DESCRIPTION
McEAGLE WINGHAVEN NORTH, L.C.
PART OF TOWN CENTER PARCEL D-1
2.91 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 Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point marking the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along and the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.24 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 12.02 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said line North 88°50'00" East a distance of 542.47 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to a point thence leaving said line South 33°48'22" West a distance of 111.70 feet to a point; thence South 24°40'44" West a distance of 290.42 feet to a point; thence North 51°11'38" West a distance of 607.29 feet back to the POINT OF BEGINNING and containing 126,688 square feet or 2.91 acres more or less.

(c2893.leg.rtf)

DESCRIPTION
TOWN CENTER
PARCEL D-2
2.15 ACRES

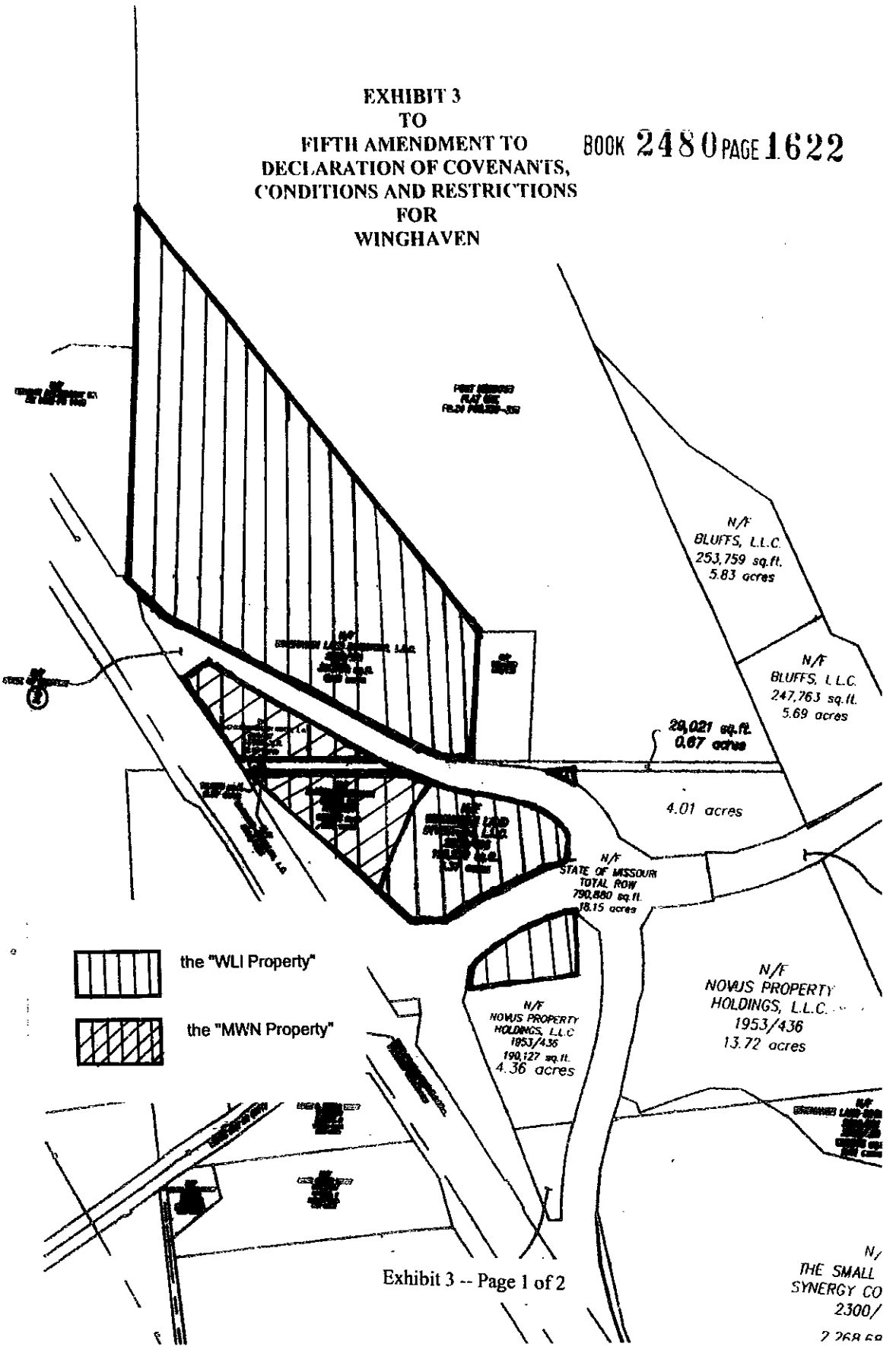
A tract of land being part of Fractional Section 12, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence South 36°11 '43" East a distance of 233.52 feet to the POINT OF BEGINNING of the herein described tract of land; thence leaving the eastern right-of-way line of said U.S. Highway 40-61, along the property now or formerly of the State of Missouri the following courses: North 53°48'34" East a distance of 100.03 feet to a point; thence South 61°48'21" East a distance of 245.03 feet to a point; thence South 64°36'47" East a distance of 427.84 feet to a point of curvature; thence along a curve to the left having a radius of 998.93 feet, an arc distance of 11.73 feet, a chord of which bears South 64°56'58" East a chord distance of 11.73 feet to a point; thence leaving said property now or formerly of the State of Missouri, South 88°49'09" West a distance of 506.95 feet to a point on the eastern right-of-way line of said U.S. Highway 40-61; thence along said right-of-way line North 36°11'43" West a distance of 316.66 feet back to the POINT OF BEGINNING and containing 93,460 square feet or 2.15 acres more or less.

(c2893.leg.rtf)

EXHIBIT 3
TO
FIFTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WINGHAVEN

BOOK 2480 PAGE 1622



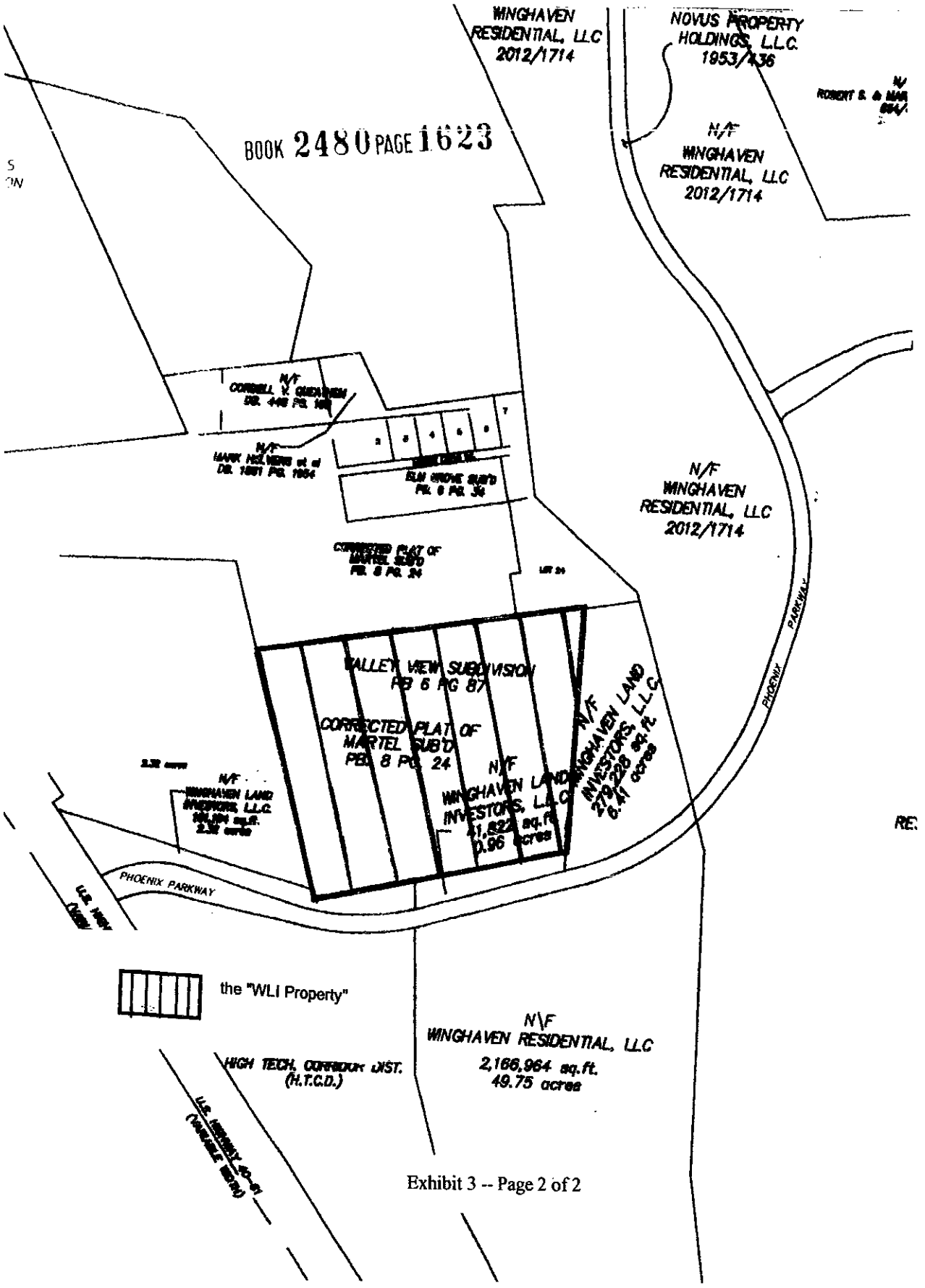
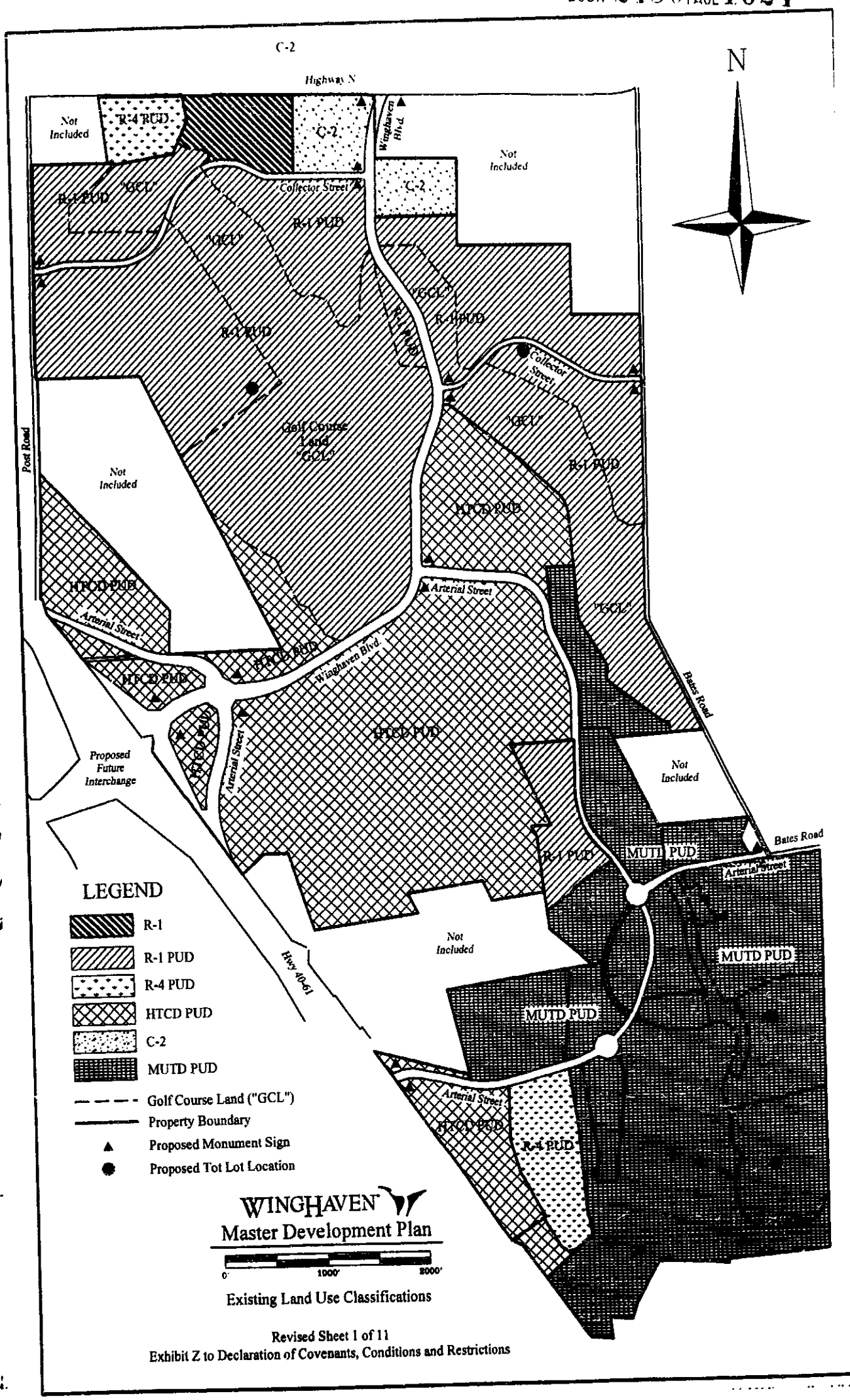

WINGHAVEN RESIDENTIAL, LLC 2012/1714
NOVUS PROPERTY HOLDINGS, L.L.C. 1953/436
BOOK 2480 PAGE 1623
N/F WINGHAVEN RESIDENTIAL, LLC 2012/1714
N/F WINGHAVEN RESIDENTIAL, LLC 2012/1714
VALLEY VIEW SUBDIVISION PB 6 PG 87
CORRECTED PLAT OF MARTEL SUB'D PB 8 PG 24
N/F WINGHAVEN LAND INVESTORS, L.L.C.
PHOENIX PARKWAY
the "WLI Property"
N\F WINGHAVEN RESIDENTIAL, LLC 2,166,964 sq.ft. 49.75 acres
HIGH TECH. CORRIDOR DIST. (H.T.C.D.)

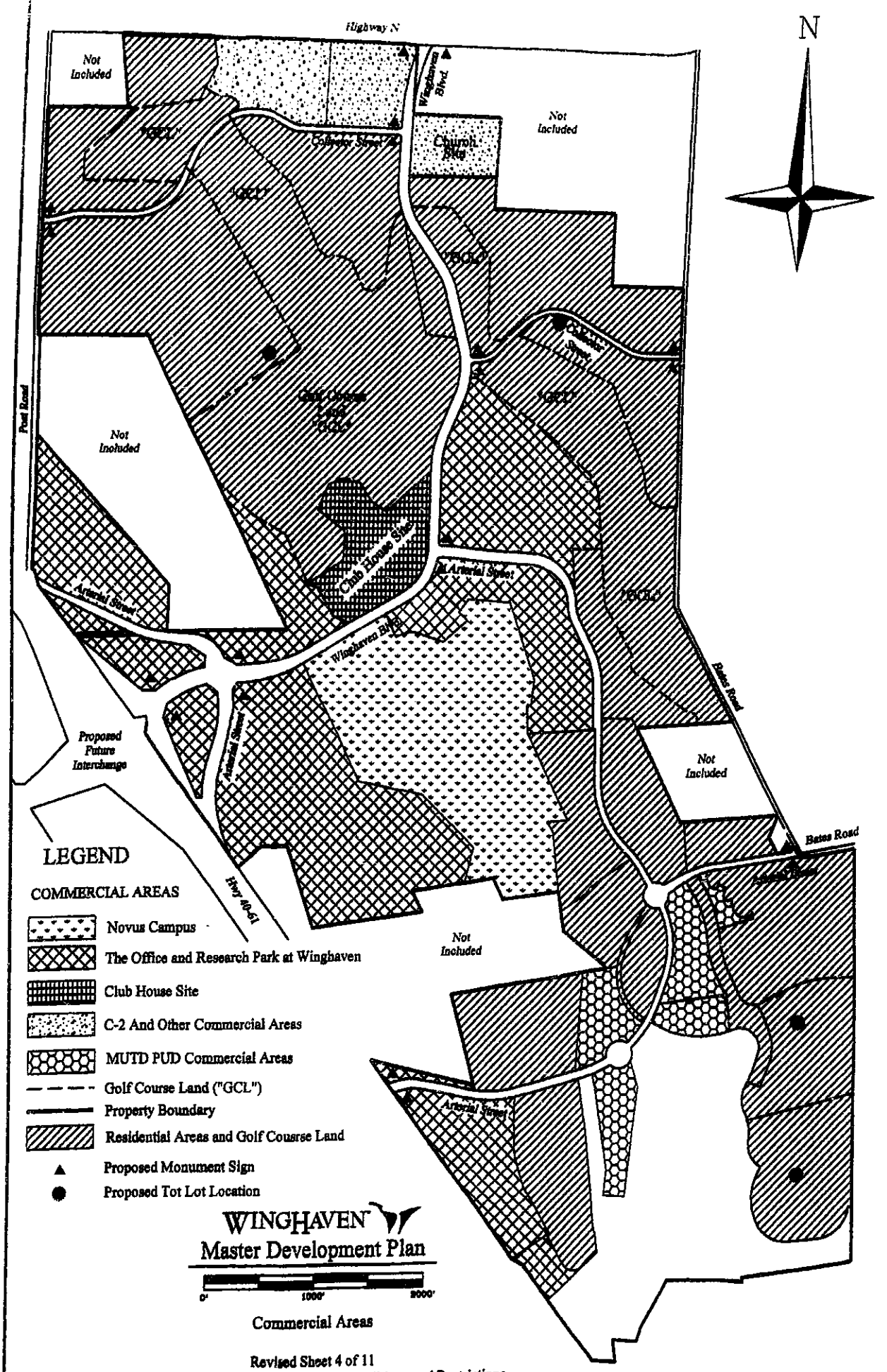
EXHIBIT 4A

BOOK 2480 PAGE 1624



Revised Sheet 1 of 11

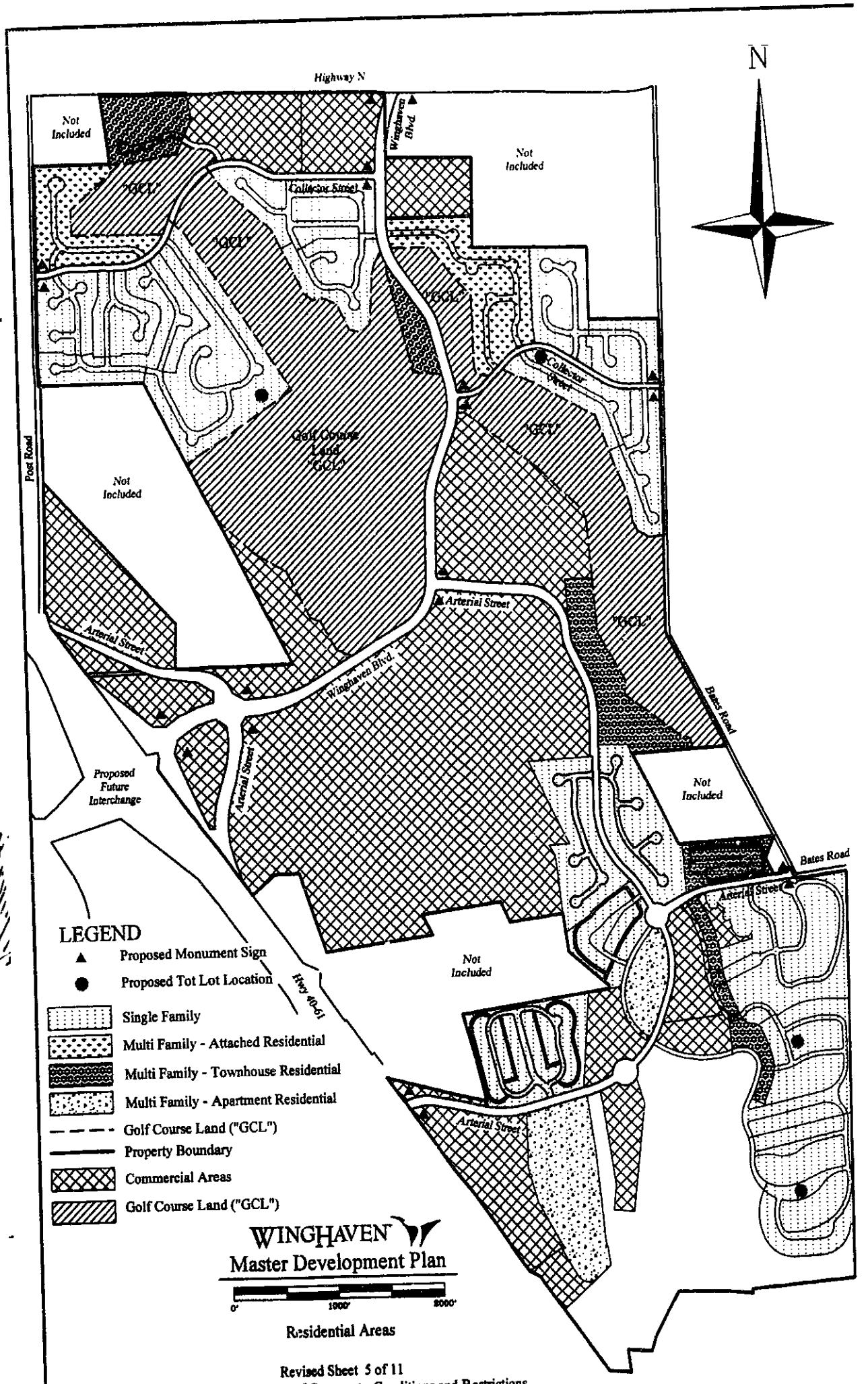
Exhibit Z to Declaration of Covenants, Conditions and Restrictions



Commercial Areas

Revised Sheet 4 of 11

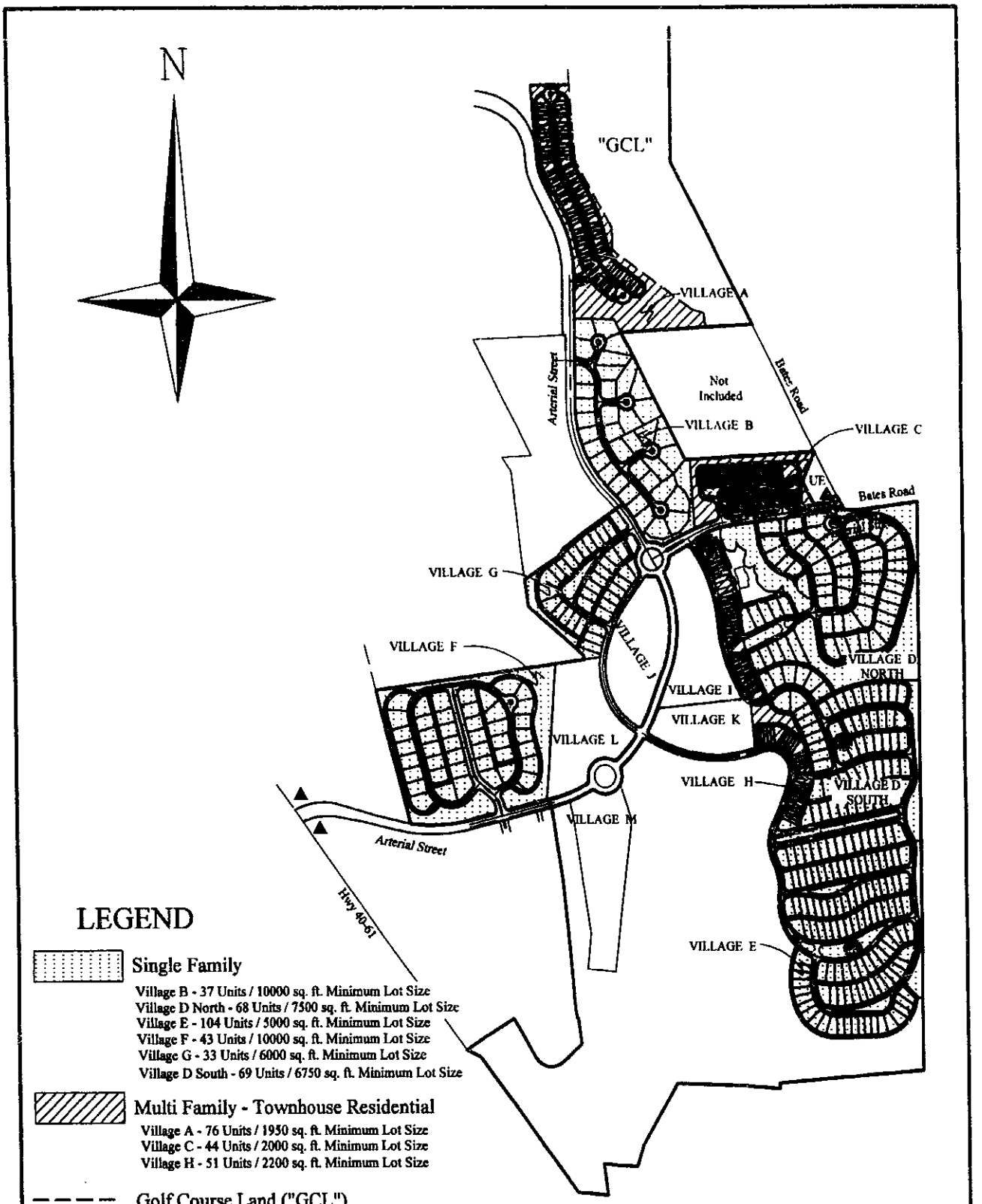
Exhibit Z to Declaration of Covenants, Conditions and Restrictions



Revised Sheet 5 of 11
Exhibit Z to Declaration of Covenants, Conditions and Restrictions

EXHIBIT 4D

BOOK 2480 PAGE 1627



LEGEND

Single Family

Village B - 37 Units / 10000 sq. ft. Minimum Lot Size
Village D North - 68 Units / 7500 sq. ft. Minimum Lot Size
Village E - 104 Units / 5000 sq. ft. Minimum Lot Size
Village F - 43 Units / 10000 sq. ft. Minimum Lot Size
Village G - 33 Units / 6000 sq. ft. Minimum Lot Size
Village D South - 69 Units / 6750 sq. ft. Minimum Lot Size

Multi Family - Townhouse Residential

Village A - 76 Units / 1950 sq. ft. Minimum Lot Size
Village C - 44 Units / 2000 sq. ft. Minimum Lot Size
Village H - 51 Units / 2200 sq. ft. Minimum Lot Size

Golf Course Land ("GCL")

Property Boundary

Proposed Monument Sign

Proposed Tot Lot Location

WINGHAVEN

Master Development Plan

800' 0 800' 1600'

Residential Areas - Phase III

Revised Sheet 9 of 11

Exhibit Z to Declaration of Covenants, Conditions and Restrictions

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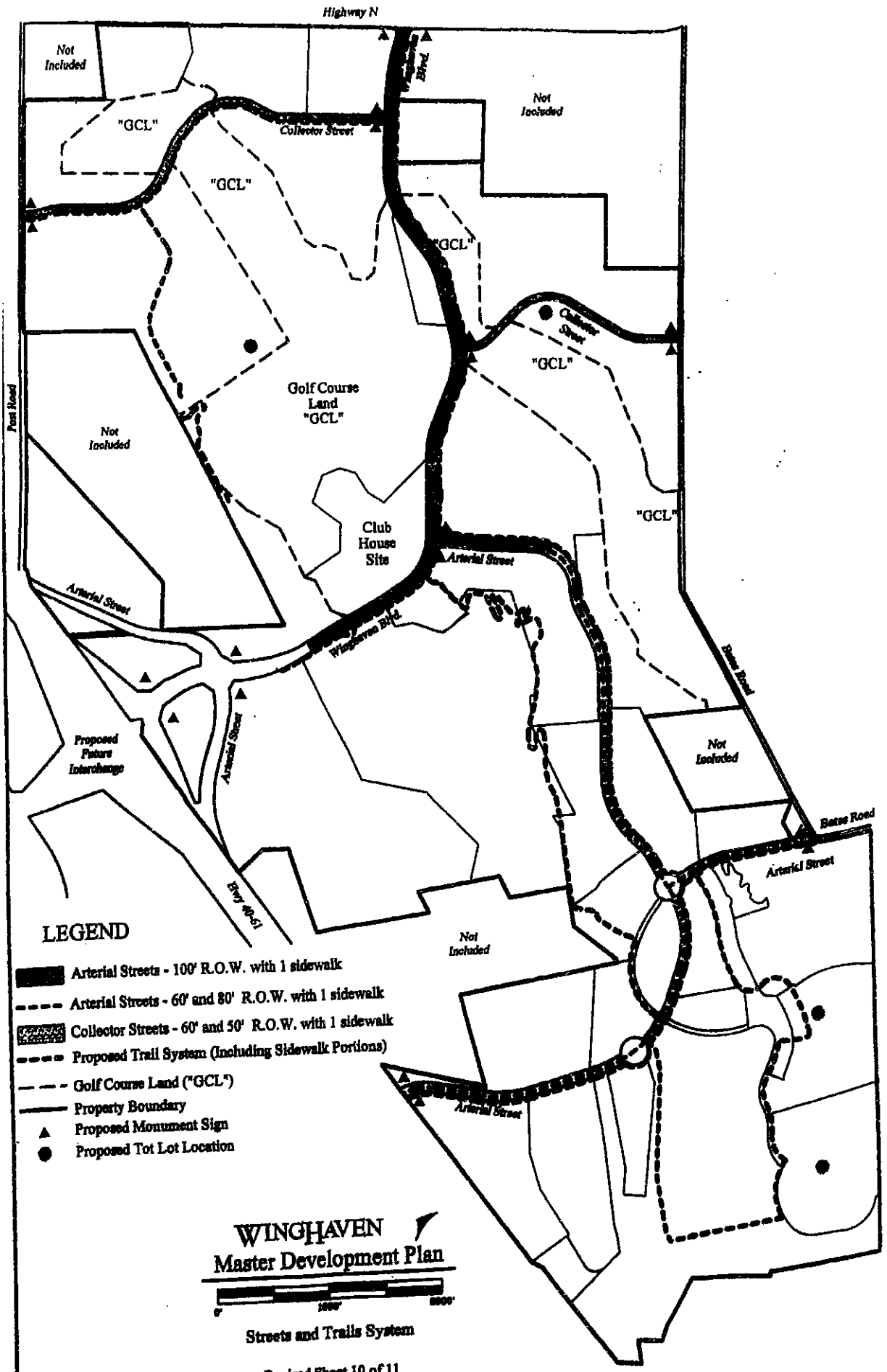
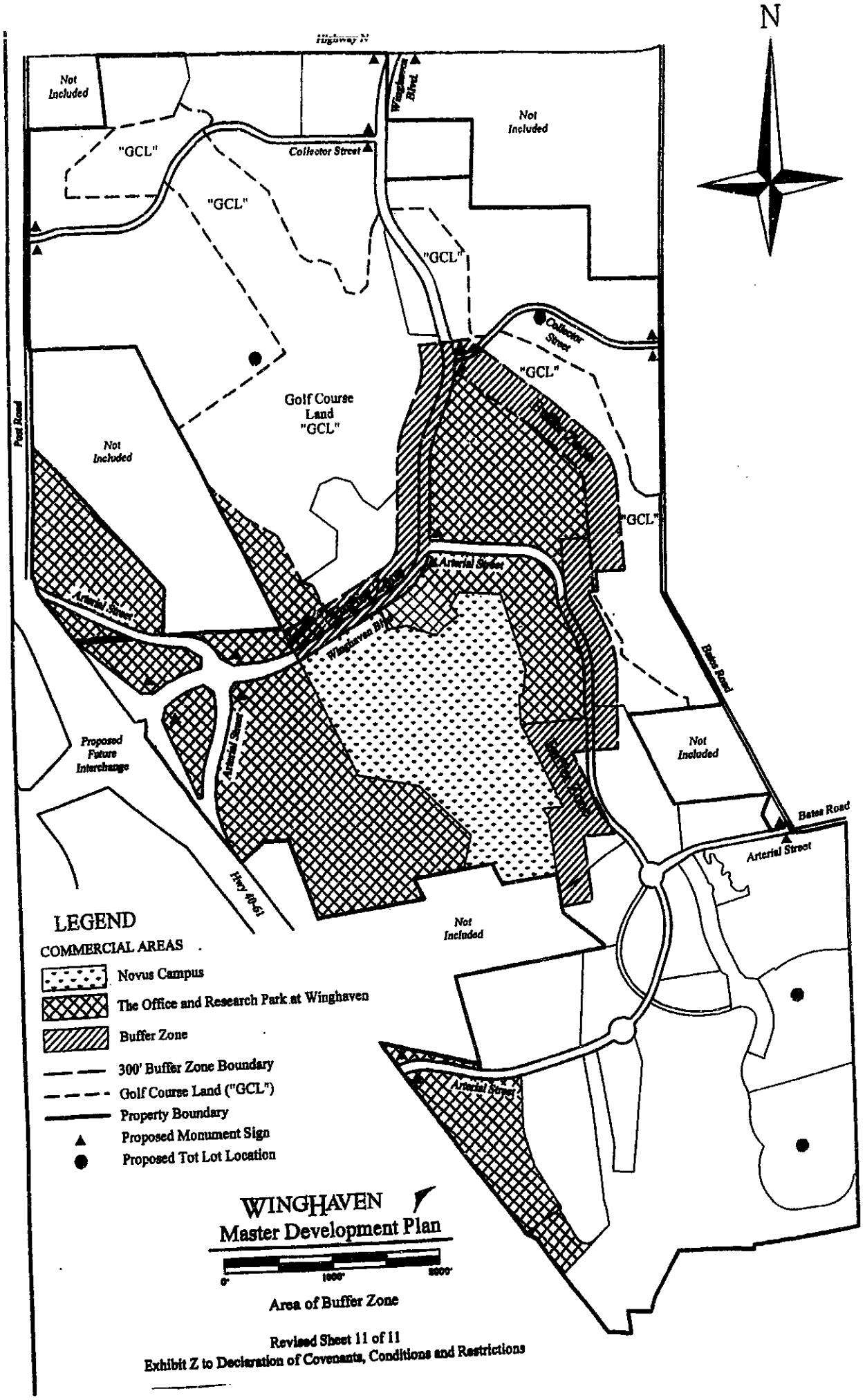
EXHIBIT 4E



Revised Sheet 10 of 11
Exhibit Z to Declaration of Covenants, Conditions and Restrictions

EXHIBIT 4F



Area of Buffer Zone

Revised Sheet 11 of 11
Exhibit Z to Declaration of Covenants, Conditions and Restrictions

BOOK 2480 PAGE 1630

EXHIBIT 5

EXHIBIT H
CAPITAL ASSESSMENTS AND ANNUAL ASSESSMENTS

Assessable Commercial Areas *(in acres, by zoning category)*		**Relative Area Percentage** (Pct of Total Assessable Area)	**Commercial Areas Relative Area Percentage** (Pct of Total Commercial Area)
HTCD			
Novus Campus	24.39	3.12%	7.59%
Other HTCD	216.81	27.72%	67.43%
MUTD			
MUTD Commercial	28.12	3.60%	8.75%
C-2 Commercial			
C-2 Hwy N & Winghaven Blvd	12.20	1.56%	3.79%
R-1 Commercial			
Golf Course Club House Site	25.01	3.20%	7.78%
School District Site	15.00	1.92%	4.67%
Total Commercial Area	321.53	41.11%	100.00%

Assessable Residential Areas *(in acres, by zoning category)*		**Relative Area Percentage** (Pct of Total Assessable Area)	**Residential Areas Relative Area Percentage** (Pct of Total Residential Area)
R-1 PUD			
Residential	198.52	25.38%	43.11%
R-4 PUD			
Apartment Development	20.02	2.56%	4.35%
MUTD			
Non-Commercial MUTD PUD	241.99	30.94%	52.55%
Total Residential Area	460.53	58.89%	100.00%
Total Assessable Area	782.06	100.00%	

BOOK 2480 PAGE 1631

ANNUAL ASSESSMENTS

(Calendar Years 1998-2003)

Year	Annual Assessment Cap Amount
1998	$ 50,000.00
1999	$ 150,000.00
2000	$ 300,000.00
2001	$ 400,000.00
2002	$ 600,000.00
2003	**

** Annual Assessment Cap Amount for 2003 equals the amount obtained by multiplying $600,000.00 times the compounded CPI Increases (as defined in Article I) for the years 1998 through 2002 (inclusive), calculated from each December to the following December

For example, if the CPI Increase for 1998 (i.e., the CPI Increase between December 1997 and December 1998) was 3.0%; the CPI Increase for 1999 was 2.0%, the CPI Increase for 2000 was 2.5%; the CPI Increase for 2001 was 3.0%; and the CPI Increase for 2002 was 4.0%, then the 2003 Annual Assessment Cap would be calculated as follows:

$600,000.00 x (1.03 X 1.02 x 1.025 x 1.03 x 1.04) = $692,122.67

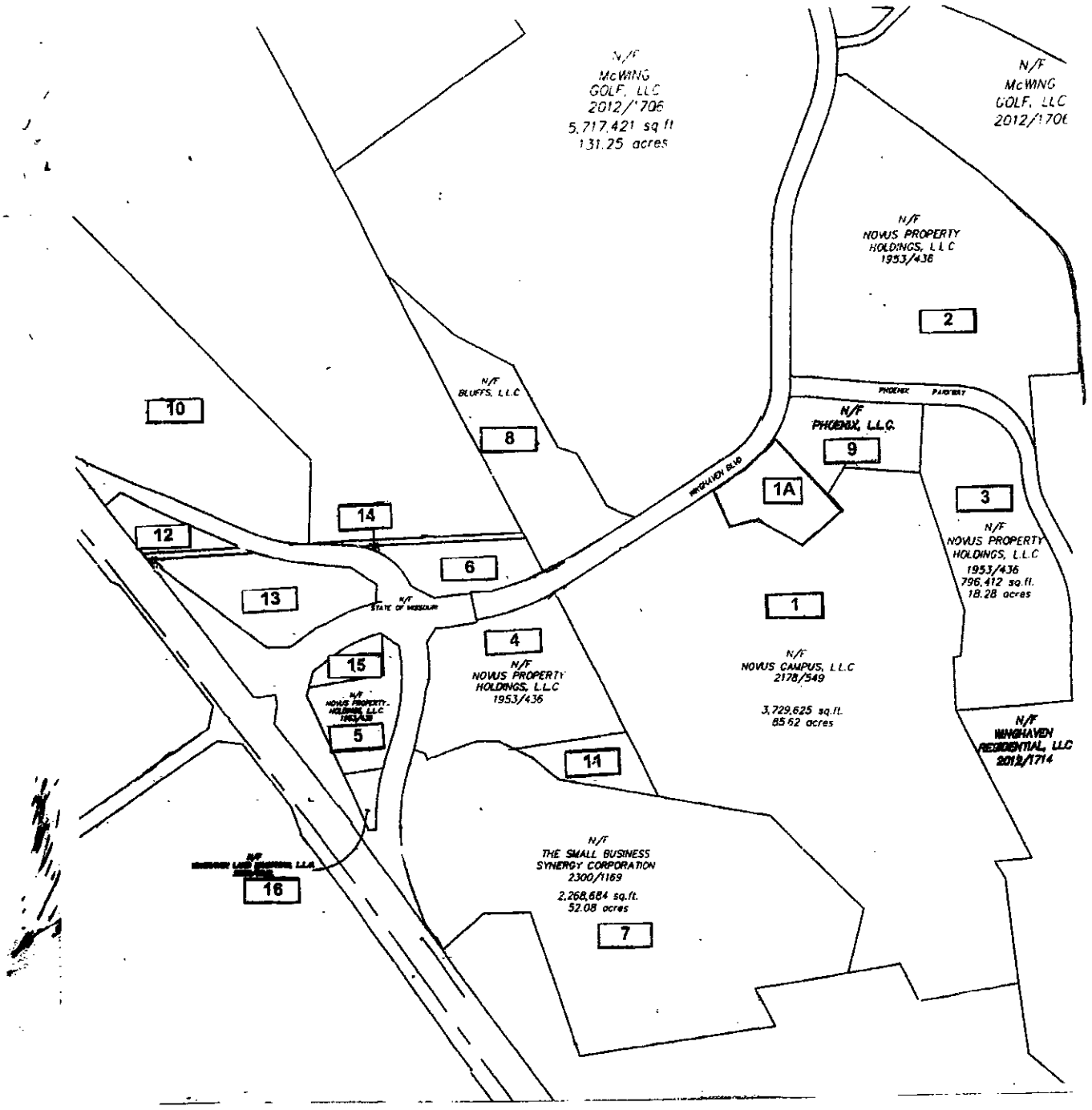
CAPITAL ASSESSMENT
PROJECTION BREAKDOWN
(Calendar Years 1998 - 2002)

Capital Assessments Aggregate Cap Amount: $2,514,852

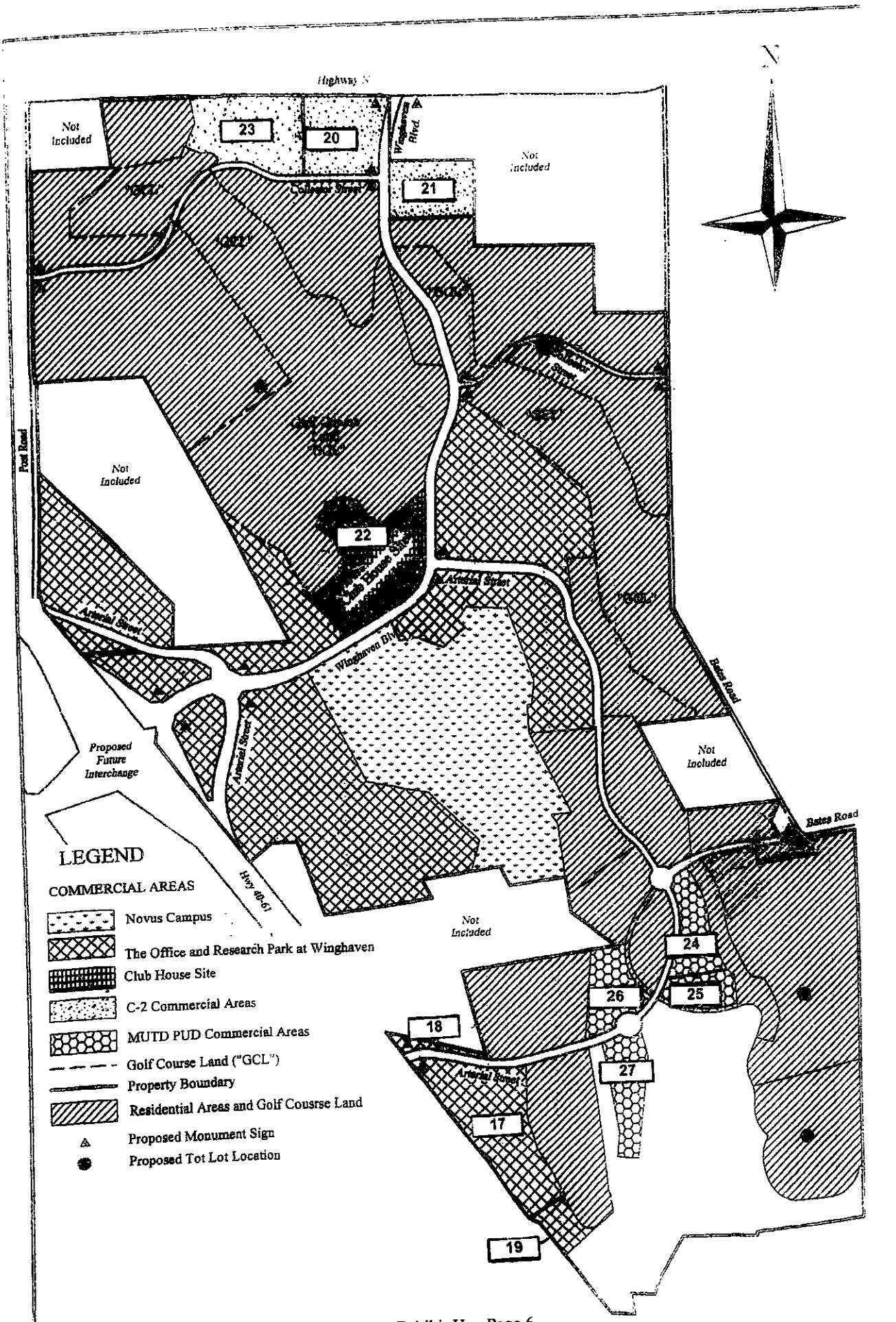
Item	Total Target Amount
A Entry Monuments	$917,638
B Interchange Landscape & Design	$167,195
C WingHaven Boulevard Median Landscaping	$84,837
D WingHaven Boulevard Right-of-Way Edge Treatment	$207,900
E Phoenix Parkway Landscape	$81,040
F Trails	$188,942
G Roadway Signage Program Regulatory Signage	$43,688
Directional and Wayfinding Signage	$103,382
Bronze Plaques & Letters	$20,727
H Sculpture	$87,780
I Tot Lots	$140,000
J Professional Design Fee	$154,326
K General Conditions, Contingency, Other	$317,397
Total	$2,514,852
Commercial Areas Share of Target (65%)	$1,634,654
Residential Areas Share of Target (35%)	$880,198

WingHaven Commercial Areas Calculation

Parcel No.	Zoning Class	Owner or Common Description	Gross Area (in Acres)		Assessable Area (in Acres)	Relative Area Percentage
	HTCD					
1		Novus Campus, L.L.C.		81.62	24.39	3.12%
		Other HTCD:				
1A		Tri-Star Office/Research Park	4.00		4.00	0.51%
2		Novus Office/Research Park	37.95		37.95	4.85%
3		Tri-Star Office/Research Park	18.28		18.28	2.34%
4		Tri-Star Town Center	13.21		13.21	1.69%
5		Tri-Star Town Center	4.36		4.36	0.56%
6		Tri-Star Town Center	4.01		4.01	0.51%
7		MasterCard Site	52.08		52.08	6.66%
8		McEagle Bluffs, L.C.	11.52		11.52	1.47%
9		McEagle Phoenix, L.C.	5.83		5.83	0.75%
10		Winghaven Land Investors	24.24		24.24	3.10%
		Other Town Center Parcels				
11		Winghaven Land Investors (WLI)	2.91		2.91	0.37%
12		McEagle Winghaven North (MWN)	2.15		2.15	0.27%
13		Parcel D-1 (WLI & MWN)	7.28		7.28	0.93%
14		WLI	0.03		0.03	0.00%
15		WLI	1.39		1.39	0.18%
16		WLI	0.81		0.81	0.10%
17		WLI (Rabb) Parcel 1	21.08		21.08	2.70%
18		WLI (Rabb) Parcel 2	2.32		2.32	0.30%
19		Phase III HTCD	3.36		3.36	0.43%
		Total Other HTCD		216.81		
	C-2					
20		Winghaven Residential, L.L.C.		12.20	12.20	1.56%
21		Church (Exempt Parcel)		10.03	0.00	
	R-1					
22		Golf Course Club House Site		25.01	25.01	3.20%
23		Wentzville R-4 School District Site		15.00	15.00	1.92%
	MUTD					
24		Village I	8.25		8.25	1.05%
25		Village K	4.67		4.67	0.60%
26		Village L	7.64		7.64	0.98%
27		Village M	7.56		7.56	0.97%
		Total MUTD		28.12		
	Total Commercial			**388.79**	**321.53**	41.11%
	Total Residential				**460.53**	58.89%
	Grand Total Area				**782.06**	100.00%

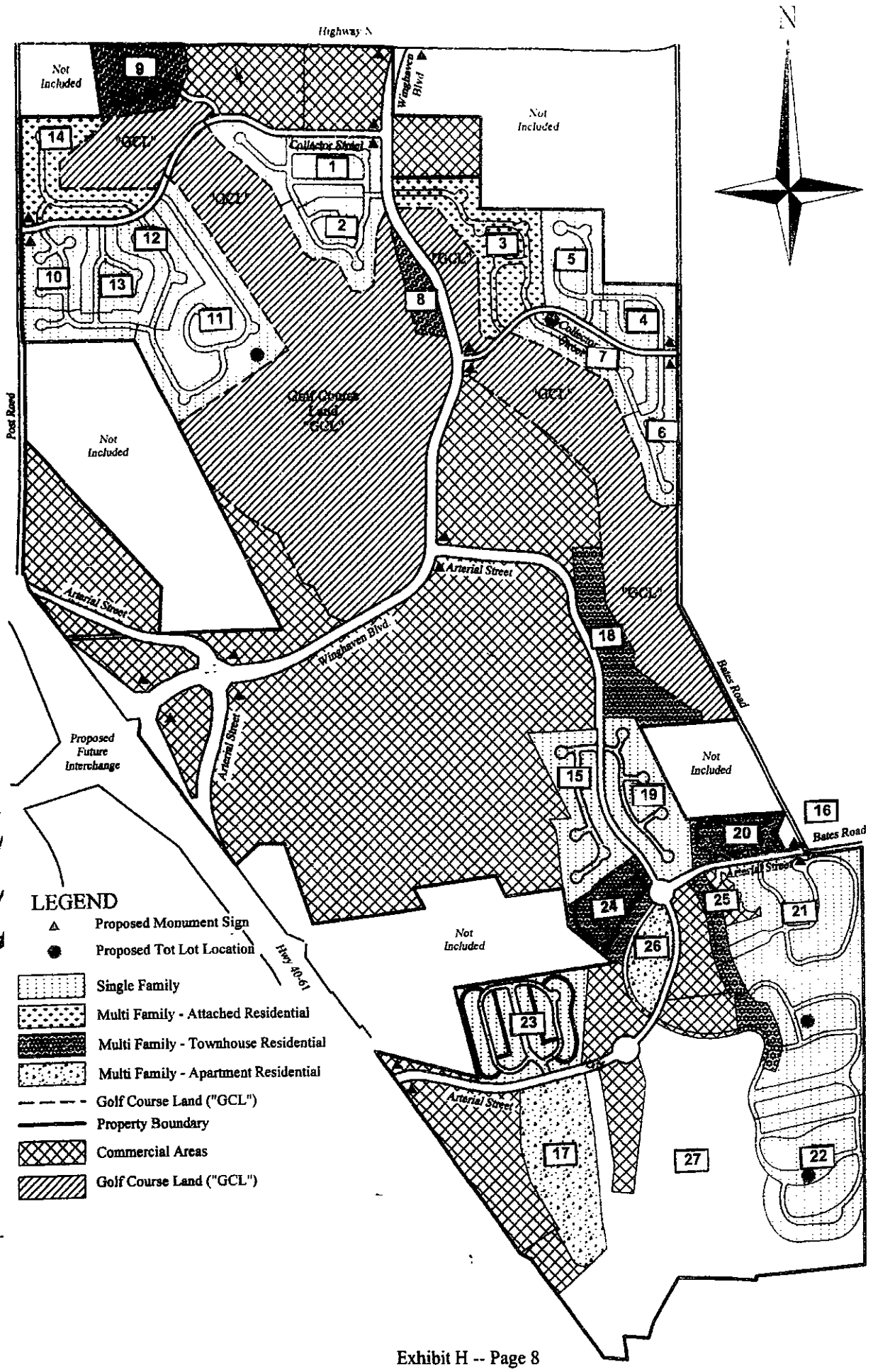


See following page for Parcels 17 through 27


Highway N
Not Included
23
20
21
Winghaven Blvd.
Not Included
Collector Street
"GCL"
"GCL"
"GCL"
Golf Course
"GCL"
Post Road
Not Included
22
Club House Site
Arterial Street
Arterial Street
Winghaven Dr.
"GCL"
Bates Road
Not Included
Proposed Future Interchange
Arterial Street
Bates Road
Hwy 40-61
Not Included
24
26
25
18
27
Arterial Street
17
19
LEGEND
COMMERCIAL AREAS
Novus Campus
The Office and Research Park at Winghaven
Club House Site
C-2 Commercial Areas
MUTD PUD Commercial Areas
Golf Course Land ("GCL")
Property Boundary
Residential Areas and Golf Cousrse Land
Proposed Monument Sign
Proposed Tot Lot Location

WingHaven Residential Areas Calculation

Parcel No.	Zoning Class	Owner or Common Description		Relative Area Percentage
	R-1 PUD			
		Phase I		
1		Red Orchard	16.88	
2		Cypress Knoll	11.23	
3		Blackhawk	20.44	
4		Hawk Run	12.03	
5		Falcon Hill	8.17	
6		Redwing	10.41	
7		Eagle Rock	9.26	
8		Wake Forest	4.38	
9		Timber Creek	10.51	
		Phase II		
10		Ironwood	9.97	
11		Timber Meadow	29.11	
12		Chestnut Hill	15.69	
13		Persimmon Hill	8.93	
14		Hawthorn	15.44	
		Other		
15		Spy Glass Hill	15.17	
16		AmerenUE Site	0.90	
		Total R-1 Resid	198.52	25.38%
	R-4 PUD			
17		St. Louis Enclave Apartments	20.02	2.56%
	MUTD PUD Non-Commercial			
18		MUTD Village A	13.93	
19		MUTD Village B	16.32	
20		MUTD Village C	7.00	
21		MUTD Village D	51.89	
22		MUTD Village E	23.46	
23		MUTD Village F	22.22	
24		MUTD Village G	9.84	
25		MUTD Village H	6.29	
26		MUTD Village J	6.38	
27		Other MUTD Non-Commercial	84.66	
		Total MUTD	241.99	30.94%
		Total Residential	**460.53**	58.89%
		Total Commercial	**321.53**	41.11%
		Grand Total Area	**782.06**	100.00%



END OF DOCUMENT

33-116

BOOK 3462 PAGE 1053

84403

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

JUN 13 2003

2:47PM

1. **Name of Document:** SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

2. **Date of Document:** June 10, 2003

3. **Grantor Names:** Novus Campus, L.L.C.
O'Fallon Land Investors, L.L.C.
Winghaven Residential Owner's Association, Inc.
McWing Golf, LLC

4. **Grantee Names:** O'Fallon Land Investors, L.L.C.
Novus Campus, L.L.C.
Winghaven Residential Owner's Association, Inc.
McWing Golf, LLC

5. **Grantors' Mailing Address:**
c/o Novus Campus, L.L.C.
530 Maryville Centre Drive
St. Louis, Missouri 63141
Attn: President

Grantees' Mailing Address:
c/o O'Fallon Land Investors, L.L.C.
1001 Boardwalk Springs, Suite 200
O'Fallon, Missouri 63366
Attn: President

6. **Legal Description:** See Exhibits A-1, A-2 and B attached

7. **Reference Book and Page:**

- Book 2012, Page 1562 -- Declaration of Covenants, Conditions and Restrictions for WingHaven (the "Declaration")
- Book 2237, Page 1510 (First Amendment to Declaration)
- Book 2252, Page 712 (Second Amendment to Declaration)
- Book 2300, Page 1115 (Third Amendment to Declaration)
- Book 2436, Page 371 (Fourth Amendment to Declaration)
- Book 2480, Page 1589 (Fifth Amendment to Declaration)

(c3369f cover page winghaven sixth amendment ccr.doc)

6 Security Title
UST 03D101666DKG

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN is made this 10th day of June, 2003, by Novus Campus, L.L.C., a Delaware limited liability company ("Novus"); O'Fallon Land Investors, L.L.C., a Missouri limited liability company ("OLI"); Winghaven Residential Owner's Association, Inc., a Missouri nonprofit corporation ("Winghaven Residential Association"); and McWing Golf, LLC, a Missouri limited liability company ("McWing").

WITNESSETH:

WHEREAS, a certain instrument entitled **Declaration of Covenants, Conditions and Restrictions for WingHaven** was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and subsequently amended by (i) a certain **First Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri , (ii) a certain **Second Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on May 18, 1999 in Book 2252, Page 712 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (iii) a certain **Third Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on September 1, 1999 in Book 2300, Page 1115 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (iv) a certain **Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on August 31, 2000 in Book 2436, Page 371 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and (v) a certain **Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven** (the "Fifth Amendment"), recorded on December 27, 2000 in Book 2480, Page 1589 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as so amended, is hereinafter referred to as the "Declaration"), covering that certain real property described on Exhibits A-1 and A-2 attached to the Declaration (copies of which Exhibits are attached hereto as Exhibits A-1 and A-2) and on Exhibits 1 and 2 attached to the Fifth Amendment (copies of which Exhibits are attached hereto as Exhibit B) (said real property is hereinafter collectively referred to as the "Property"); and

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by unanimous vote of the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership; and

WHEREAS, under the terms of the Declaration, Novus is presently the sole Novus Class Member (as the assignee of and successor to the rights of Novus Property Holdings, L.L.C. as the Novus Class Member, pursuant to that certain Assignment of Rights dated as of December 4, 1998, and recorded in Book 2235, Page 1517 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri), OLI is presently the sole Commercial Class Member (as the

assignee of and successor to the rights of McEagle-O'Fallon, L.C. as the Commercial Class Member, pursuant to that certain Assignment of Rights dated as of August 30, 1999, and recorded in Book 2302 Page 1086 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri), and the Board of Directors of WingHaven Residential Association is presently one of two Residential Class Members and has been duly authorized and directed to execute this Amendment on behalf of the Residential Class Membership; and

WHEREAS, accordingly, Novus, OLI and Winghaven Residential Association are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, McWing is the Golf Course Owner, and as such, pursuant to said Article XIII, Section 2 of the Declaration, has the right to consent to amendments of provisions of the Declaration directly applicable to the Golf Course Land, the Golf Course, the Club House Site or the Club House Facilities; and

WHEREAS, Novus, OLI, and Winghaven Residential Association desire and intend to amend the Declaration pursuant to said authority, and McWing desires and intends to consent to such amendment of the Declaration, all as more particularly set forth hereinafter.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

B. Amendments.

1. The Master Development Plan, attached to the Declaration as Exhibit Z, is amended by replacing certain sheets therein, as follows:

Sheet 1 of Exhibit Z (denominated as "Existing Land Use Classifications") is hereby replaced by Exhibit 1A attached hereto (denominated as "Existing Land Use Classifications -- Revised Sheet 1").

Sheet 4 of Exhibit Z (denominated as "Commercial Areas") is hereby replaced by Exhibit 1B attached hereto (denominated as "Commercial Areas -- Revised Sheet 4").

Sheet 5 of Exhibit Z (denominated as "Residential Areas") is hereby replaced by Exhibit 1C attached hereto (denominated as "Residential Areas -- Revised Sheet 5").

Sheet 9 of Exhibit Z (denominated as "Residential Areas -- Phase III") is hereby replaced by Exhibit 1D attached hereto (denominated as "Residential Areas - Revised Sheet 9").

Sheet 11 of Exhibit Z (denominated as "Area of Buffer Zone") is hereby deleted.

2. Article VII, Section 2 is amended by deleting from the first sentence thereof the phrase "*during each of the five calendar years from 1998 through 2002 (inclusive)*", and inserting in lieu thereof the phrase "*with respect to the period of 1998 through 2003 (inclusive)*".

3. Article VII is further amended by deleting the existing Section 12 and inserting in lieu thereof a new Section 12, following Section 11, as follows:

> "*Section 12. Allocation of Assessments. It is stipulated that the amount of Annual and Capital Assessments which have been levied against the various Parcels and the Ancillary Association Tracts subject to the Master Residential Tract Declarations, with respect to each of the Assessment Periods for 1998 through 2003 have been correctly and accurately allocated in accordance with Section 5 of this Article VII, and in accordance with Exhibit H (as the same was amended per the Fifth Amendment to this Declaration, for 2001 and following Assessment Periods). It is further stipulated that the amount of Annual Assessments (commencing with the 2004 Assessment Period) and any Capital Assessments hereafter levied against each respective Parcel and each Ancillary Association Tract subject to the Master Residential Tract Declarations, shall be allocated in accordance with the schedule adopted as Exhibit H in the Sixth Amendment to this Declaration. Notwithstanding the foregoing, or any other provision to the contrary set forth in this Declaration, however, for purposes of any Capital Assessments levied under this Article VII during or after the calendar year 2003, any area of the Property which has been changed in classification under this Declaration from 'Commercial Area' to 'Residential Area', during or after calendar year 2003, shall continue to be assessed (for Capital Assessment purposes only) as though such area continued to be a part of the Commercial Areas.*"

4. Exhibit H to the Declaration is hereby replaced by Exhibit 2 attached hereto, denominated "Exhibit H -- Capital Assessments and Annual Assessments".

5. The execution of this Amendment by Novus represents and confirms the grant of any consent required from Novus pursuant to Article IV, Section 2, Subsection (z) in connection with the revisions to the Master Development Plan made pursuant to this Sixth Amendment.

6. The concept of a "Buffer Zone" is to be deleted from the Declaration, and in effectuation thereof, the following revisions are hereby made to the Declaration:

A. The definition of the term "Buffer Zone", set forth in Article I of the Declaration, is hereby deleted.

B. Exhibit I to the Declaration (being a legal description of the "Buffer Zone") is hereby deleted, and the reference to said Exhibit I is likewise deleted from the Schedule of Exhibits set forth in the Declaration.

C. The defined term "**Novus Campus**" set forth in Article I of the Declaration is hereby revised to read, in its entirety as follows:

*"'**Novus Campus**' shall mean the real property consisting of approximately 79.62 acres, depicted and identified as such on the Master Development Plan; 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. 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, prepared by a licensed land surveyor or engineer, and including information sufficient to allow the recalculation of the percentage of the area of the Novus Campus which then constitutes Exempt Property."*

D. The defined term "**Exempt Property**" set forth in Article I of the Declaration is hereby revised by revising clause (4) thereof to read, in its entirety as follows:

"(4) 75% of the undeveloped area of the Novus Campus, as constituted from time to time;"

E. Article IV, Section 2, Subsection (z) is hereby amended by deleting the first three sentences thereof, and inserting in lieu thereof a new sentence, as follows:

"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) do not alter materially the development proposed by the Master Development Plan, and (2) do not increase density on the WR Land."

F. Article XV, Section 12 is hereby revised by deleting the parenthetical clause therein.

C. Miscellaneous.

1. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds, St. Charles County, Missouri.

2. The Declaration, as expressly amended hereby, is hereby ratified, confirmed and approved in all respects.

3. This Amendment 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 parties hereto may not have signed the same counterparts.

4. This Amendment shall run with the Property (as redefined in this Amendment) for all purposes and shall be binding upon and inure to the benefit of the Residential Class Membership, the Commercial Class Membership, the Novus Class Membership, the Master Association, any and all Ancillary Associations and all Owners and their respective successors-in-interest, as the case may be.

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

[Signatures appear on following pages]

NOVUS CAMPUS, L.L.C.

By: _____
Donald L. Vondriska, Jr.
Vice President

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

On this 4th day of JUNE, 2003, before me appeared Donald L. Vondriska, Jr., to me personally known, who being by me duly sworn, did say that he is the Vice President of Novus Campus, 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 my official seal in the County and State aforesaid, the day and year above written.

_____
Notary Public

MARY D. HAHN
St. Louis County
My Commission Expires
April 22, 2004

My Commission Expires:

O'FALLON LAND INVESTORS, L.L.C.

By: _____
Paul J. McKee, Jr., Managing Member

STATE OF MISSOURI)
) SS.
COUNTY OF St Louis)

On this 30 day of May, 2003, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Managing Member of O'Fallon Land Investors, L.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 my official seal in the County and State aforesaid, the day and year above written.

Elizabeth Bandy
Notary Public

My Commission Expires: Nov. 19, 2004

ELIZABETH BANDY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Nov. 19, 2004

WINGHAVEN RESIDENTIAL OWNERS ASSOCIATION, INC.

By: _____
Name: JOHN F. EILERMANN, JR.
Its: PRESIDENT

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

On this 30th day of MAY, 2003, before me appeared JOHN F. EILERMANN, JR., to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of Winghaven Residential Owners Association, Inc., a Missouri non-profit corporation (the "Company"), and that said instrument was signed in behalf of said corporation in behalf of the Company, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the Company.

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

Donna L. Knese
Notary Public

My Commission Expires:

DONNA L KNESE
Notary Public - Notary Seal
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. DEC. 6,2003

McWING GOLF, LLC

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

By: [signature]
Name: JAMES R. PIPER, SR.
Its: VICE PRESIDENT

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

On this 30th day of MAY, 2003, before me appeared JAMES R. PIPER, SR., to me personally known, who being by me duly sworn, did say that he is the VICE PRESIDENT 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 said corporation in behalf of the Company, with the consent of all the members of the Company, and said person acknowledged said instrument to be the free act and deed of said corporation and the Company.

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

Donna L. Knese
Notary Public

My Commission Expires:

DONNA L KNESE
Notary Public - Notary Seal
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. DEC. 6,2003

EXHIBIT A-1

LEGAL DESCRIPTION OF NOVUS PROPERTY

(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

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°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°40'45" West a distance of 763.51 feet to a point; thence South 88°10'05" West a distance of 237.09 feet to a point; thence South 47°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°19'58" West a distance of 799.18 feet to a point; thence North 52°39'35" East a distance of 5.00 feet to a point; thence North 37°20'25" West a distance of 110.00 feet to a point; thence South 52°39'35" West a distance of 5.00 feet to a point; thence North 37°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°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°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.

EXHIBIT A-2

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

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.

EXHIBIT B
TO SIXTH AMENDMENT

(FROM EXHIBIT 1 TO FIFTH AMENDMENT)

DESCRIPTION
(17.47 ACRES)
("Valley View" Parcel 1)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of Lot 7 of said Valley View Subdivision and being the southwest corner of Lot 17 of the corrected plat of Martel Subdivision, as recorded in Plat Book 8, Page 24 of the said St. Charles County, Missouri Records and being a point on the eastern line of North Hampton Woods, as recorded in Plat Book 34, Page 70 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said North Hampton Woods along the southern line of the corrected plat of Martel Subdivision and the northern line of Valley View Subdivision North 81°54'35" East a distance of 1216.73 feet to a point marking the northwesternmost corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 825 of the said St. Charles County Missouri, Records, and being the northeast corner of said Valley View Subdivision; thence leaving the southern line of the corrected plat of Martel Subdivision along the eastern line of Valley View Subdivision and a western line of the said Winghaven Land Investors, L.L.C. property South 04°18'39" West a distance of 500.98 feet to a point marking the northeast corner of property now or formerly of Public Water Supply District No. 2, as recorded in Book 1722, Page 1431 of the said St. Charles County, Missouri Records and being the southeast corner of Lot 18 of said Valley View Subdivision; thence leaving the western line of said Winghaven Land Investors, L.L.C. property along the northern line of said Public Water Supply District No. 2 property and the southern line of said Lot 18 South 81°58'29" West a distance of 233.23 feet to a point on the eastern right-of-way line of Kieth Drive (40' wide); thence leaving the southern line of said Lot 18 along said right-of-way line, along a non-tangent curve to the right, having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears South 81°58'29" West a chord distance of 40.00 feet to a point on the western right-of-way line of said Kieth Drive and being the southeast corner of Lot 19 of said Valley View Subdivision; thence leaving said right-of-way line along the southern line of Lot 19 and continuing along the northern line of said Public Water Supply District No. 2 property South 81°58'29" West a distance of 231.77 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of said Lot 19; thence leaving said corner along the western line of said Public Water Supply District No. 2 and along the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision South 24°06'49" East a distance of 351.21 feet to a point on the northern line of said Winghaven Land Investors, L.L.C. property and being the southern line of said Valley View Subdivision and being the southern right-of-way line of Ira Drive (40' wide); thence along the northern line of said Winghaven Land Investors, L.L.C. property and the southern right-of-way line of said Ira Drive South 78°52'06" West a distance of 607.27 feet to a point marking the southwest corner of said Valley View Subdivision; thence along the western line of said Valley View Subdivision and the eastern line of said North Hampton Woods North 14°22'58" West a distance of 863.71 feet back to the POINT OF BEGINNING and containing 761,003 square feet or 17.47 acres more or less.

DESCRIPTION
(3.07 ACRES)
("Valley View" Parcel 2)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and being part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records, and being more particularly described as follows:

BEGINNING at the southeast corner of said Valley View Subdivision and being a point on the western line of property now or formerly of McEagle-O'Fallon, L.C., as recorded in Book 1965, Page 290 of the said St. Charles County, Missouri Records and being the southeast corner of the aforementioned Public Water Supply District No. 2 property; thence along the northern line of said McEagle-O'Fallon, L.C. property and the southern line of said Valley View Subdivision and the southern line of said Public Water Supply District No. 2 property South 78°52'06" West a distance of 338.38 feet to a point; thence leaving the southern line of said Valley View Subdivision and the northern line of said McEagle-O'Fallon, L.C. property along the western line of said Public Water Supply District No. 2 property and the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision North 24°06'49" West a distance of 351.21 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of Lot 19 of said Valley View Subdivision; thence along the southern line of said Lot 19 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 231.77 feet to a point on the western right-of-way line of Keith Drive (40' wide); thence leaving the southern line of said Lot 19 along said right-of-way line along a non-tangent curve to the left having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears North 81°58'29" East a chord distance of 40.00 feet to a point on the eastern right-of-way line of said Keith Drive and being the southwest corner of Lot 18 of said Valley View Subdivision; thence leaving said right-of-way line and along the southern line of said Lot 18 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 233.23 feet to a point on the eastern line of said Valley View Subdivision and being a point on the western line of said McEagle-O'Fallon, L.C. property and being the northeast corner of said Public Water Supply District No. 2 property, thence leaving said corner along the eastern line of said Valley View Subdivision and the western line of said McEagle-O'Fallon, L.C. property and the eastern line of said Public Water Supply District No. 2 property South 04°18'39" West a distance of 326.66 feet back to the POINT OF BEGINNING and containing 133,598 square feet or 3.07 acres more or less.

DESCRIPTION
"A PARCEL"
24.24 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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46*16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line North 14°35'03" West a distance of 64.82 feet to a point; thence North 85°02'56" West a distance of 18.17 feet to a point marking the southwest corner of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 2249, Page 705 of the St. Charles County, Missouri Records; thence leaving said right-of-way line along the western line of said Novus Property Holdings, L.L.C. property the following courses: North 02°05'27" East a distance of 735.35 feet to a point; thence North 00°07'38" East a distance of 439.58 feet to a point; thence southeastwardly along the southwestern line of Post Meadows Plat One, as recorded in Plat Book 34, Page 333 through Page 336 of the St. Charles County, Missouri Records and the western line of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records South 42°33'16" East a distance of 1793.22 feet to a point marking the northwest corner of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 of the said St. Charles County, Missouri Records; thence along the western line of Wilbanks property South 02°31'15" West a distance of 417.40 feet back to the POINT OF BEGINNING and containing 1,055,789 square feet or 24.24 acres more or less.

(c3269e sixth amendment winghaven declaration ccr.doc)

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL D-1
4.37 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 northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of-way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 554.49 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along a curve to the left having a radius of 1000.33 feet, an arc distance of 133.07 feet, a chord of which bears South 78°25'48" East a chord distance of 132.97 feet to a point; thence South 82°08'45" East a distance of 234.02 feet to a point; thence South 56°33'08" East a distance of 164.27 feet to a point; thence South 02°29'27" West a distance of 93.75 feet to a point on a curve; thence along a curve to the left having a radius of 838.90 feet, an arc distance of 279.93 feet, a chord of which bears South 69°21'23" West a chord distance of 278.63 feet to a point; thence South 71°16'39" West a distance of 53.02 feet to a point on a curve; thence along a curve to the left having a radius of 847.94 feet, an arc distance of 51.88 feet, a chord of which bears South 55°33'31" West a chord distance of 51.87 feet to a point; thence South 53°48'22" West a distance of 109.40 feet to a point; thence North 89°27'20" West a distance of 119.35 feet to a point; thence North 51°11'38" West a distance of 150.31 feet to a point; thence North 24°40'44" East a distance of 290.42 feet to a point; thence North 33°48'22" East a distance of 111.70 feet back to the POINT OF BEGINNING and containing 190,279 square feet or 4.37 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL B
1.39 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 southeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2302, Page 1092 of the St. Charles County, Missouri Records and being a point on the existing right-of-way line of the property now or formerly of the State of Missouri; thence leaving said corner along the southern line of said Winghaven Land investors, L.L.C. property and along said right-of-way line South 88°04'25" West a distance of 41.66 feet to a point marking the southwest corner of said property; thence along the western line of said Winghaven Land Investors, L.L.C. property and along said existing right-of-way and along the western line of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 1953, Page 436 of the said St. Charles County, Missouri Records the following courses: North 24°11'38" West a distance of 755.48 feet to a point; thence North 15°30'34" East a distance of 44.64 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing North 15°30'34" East a distance of 81.99 feet to a point; thence North 53°48'22" East a distance of 99.21 feet to a point of curvature; thence along a curve to the right, having a radius of 693.76 feet, an arc distance of 302.26 feet, a chord of which bears North 65°27'56" East a chord distance of 299.87 feet to a point; thence South 54°41'02" East a distance of 11.62 feet to a point; thence South 01°09'35" East a distance of 203.72 feet to a point; thence South 82°24'58" West a distance of 391.81 feet back to the POINT OF BEGINNING and containing 60,384 square feet or 1.39 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL C
0.03 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 said Fractional Section 13 and being a point on the western line of U.S. Survey 1669; thence leaving the eastern line of said U.S. Survey 1669, along the northern line of said Fractional Section 13 South 88°52'12" West a distance of 751.32 feet to a point marking the northeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 816 of the said St. Charles County, Missouri Records and being the POINT OF BEGINNING of the herein described tract of land; thence leaving said northern line of Fractional Section 13 along the western line of property now or formerly of Novus Properties Holdings, L.L.C., as recorded in Book 1953, Page 436 of said St. Charles County, Missouri Records and the eastern line of said Winghaven Land Investors, L.L.C. property South 01°09'35" East a distance of 35.71 feet to a point; thence along a curve to the left, having a radius of 360.55 feet, an arc length of 99.15 feet, the chord of which bears North 69°59'04" West a chord distance of 98.83 feet to a point; thence along said southern line North 88°50'00" East a distance of 92.16 feet to the POINT OF BEGINNING and containing 1,421 square feet or 0.03 acres more or less.

(FROM EXHIBIT 2 TO FIFTH AMENDMENT)

DESCRIPTION
McEAGLE WINGHAVEN NORTH, L.C.
PART OF TOWN CENTER PARCEL D-1
2.91 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 Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point marking the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along and the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.24 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 12.02 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said line North 88°50'00" East a distance of 542.47 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to a point thence leaving said line South 33°48'22" West a distance of 111.70 feet to a point; thence South [illegible] West a distance of 290.42 feet to a point; thence North 51°11'38" West a distance of 607.29 feet back to the POINT OF BEGINNING and containing 126,688 square feet or 2.91 acres more or less.

DESCRIPTION
TOWN CENTER
PARCEL D-2
2.15 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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence South 36°11 '43" East a distance of 233.52 feet to the POINT OF BEGINNING of the herein described tract of land; thence leaving the eastern right-of-way line of said U.S. Highway 40-61, along the property now or formerly of the State of Missouri the following courses: North 53°48'34" East a distance of 100.03 feet to a point; thence South 61°48'21" East a distance of 245.03 feet to a point; thence South 64°36'47" East a distance of 427.84 feet to a point of curvature; thence along a curve to the left having a radius of 998.93 feet, an arc distance of 11.73 feet, a chord of which bears South 64°56'58" East a chord distance of 11.73 feet to a point; thence leaving said property now or formerly of the State of Missouri, South 88°49'09" West a distance of 506.95 feet to a point on the eastern right-of-way line of said U.S. Highway 40-61; thence along said right-of-way line North 36°11'43" West a distance of 316.66 feet back to the POINT OF BEGINNING and containing 93,460 square feet or 2.15 acres more or less.

(c3269e sixth amendment winghaven declaration ccr doc)

EXHIBIT 1A

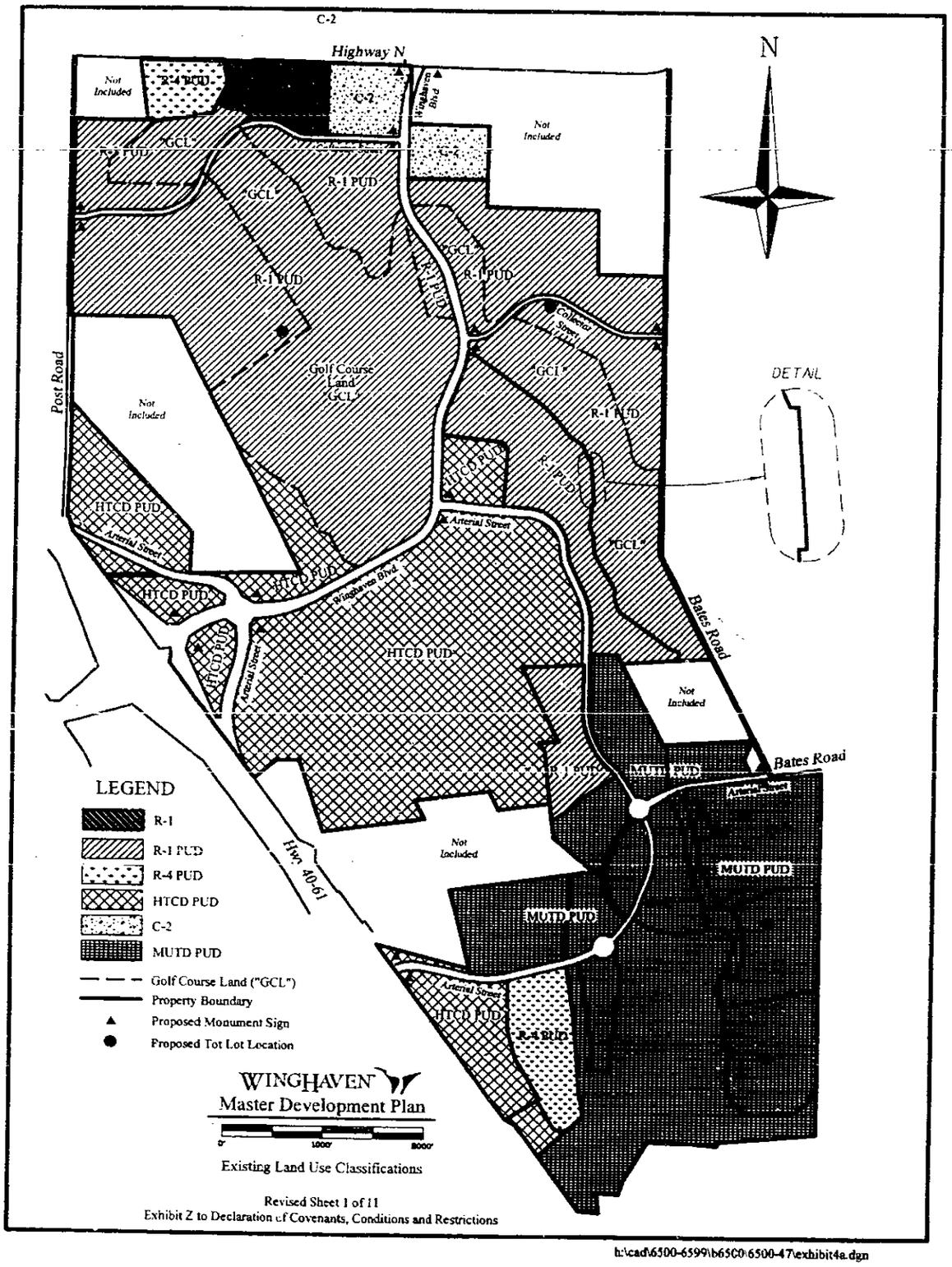


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EXHIBIT 1B

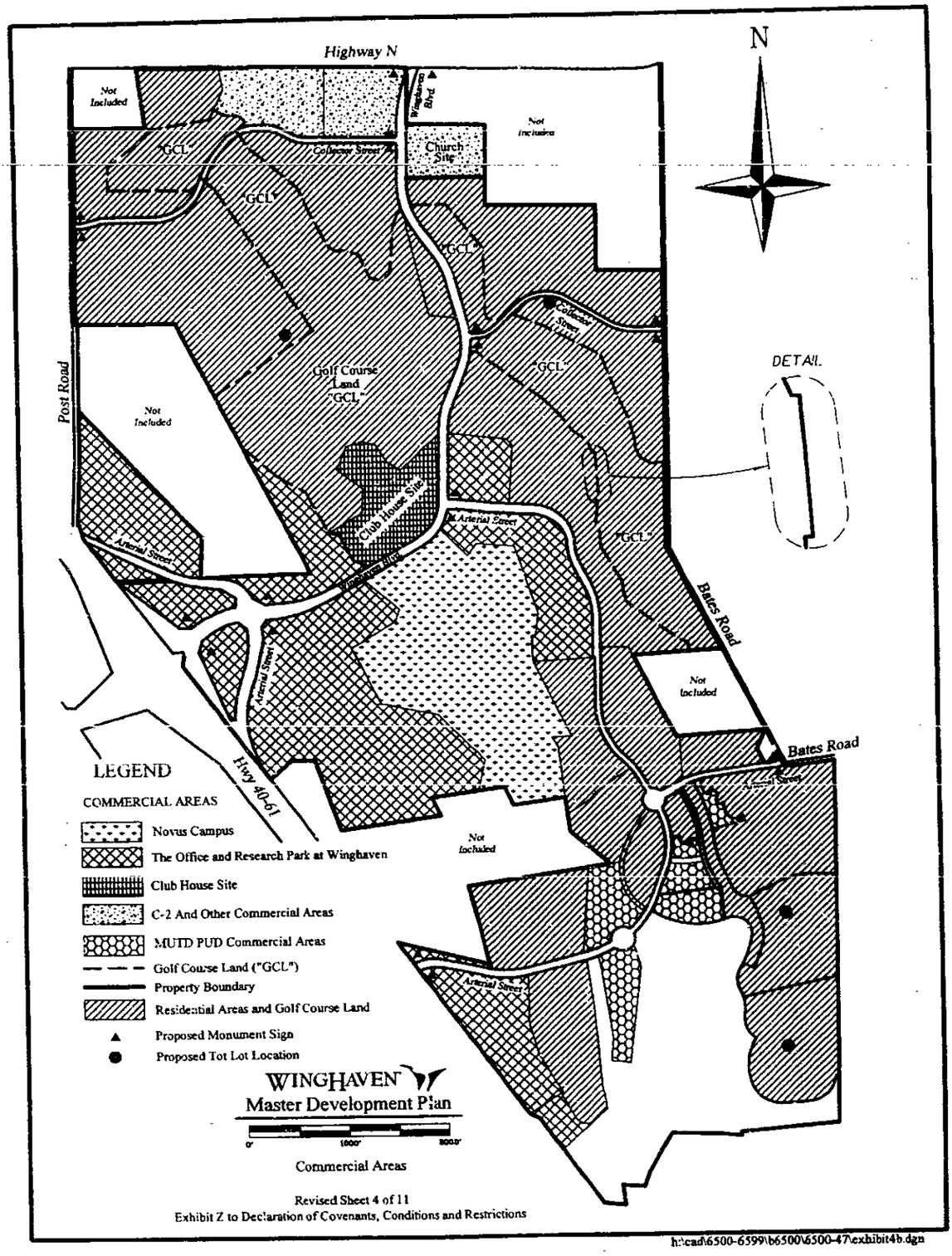

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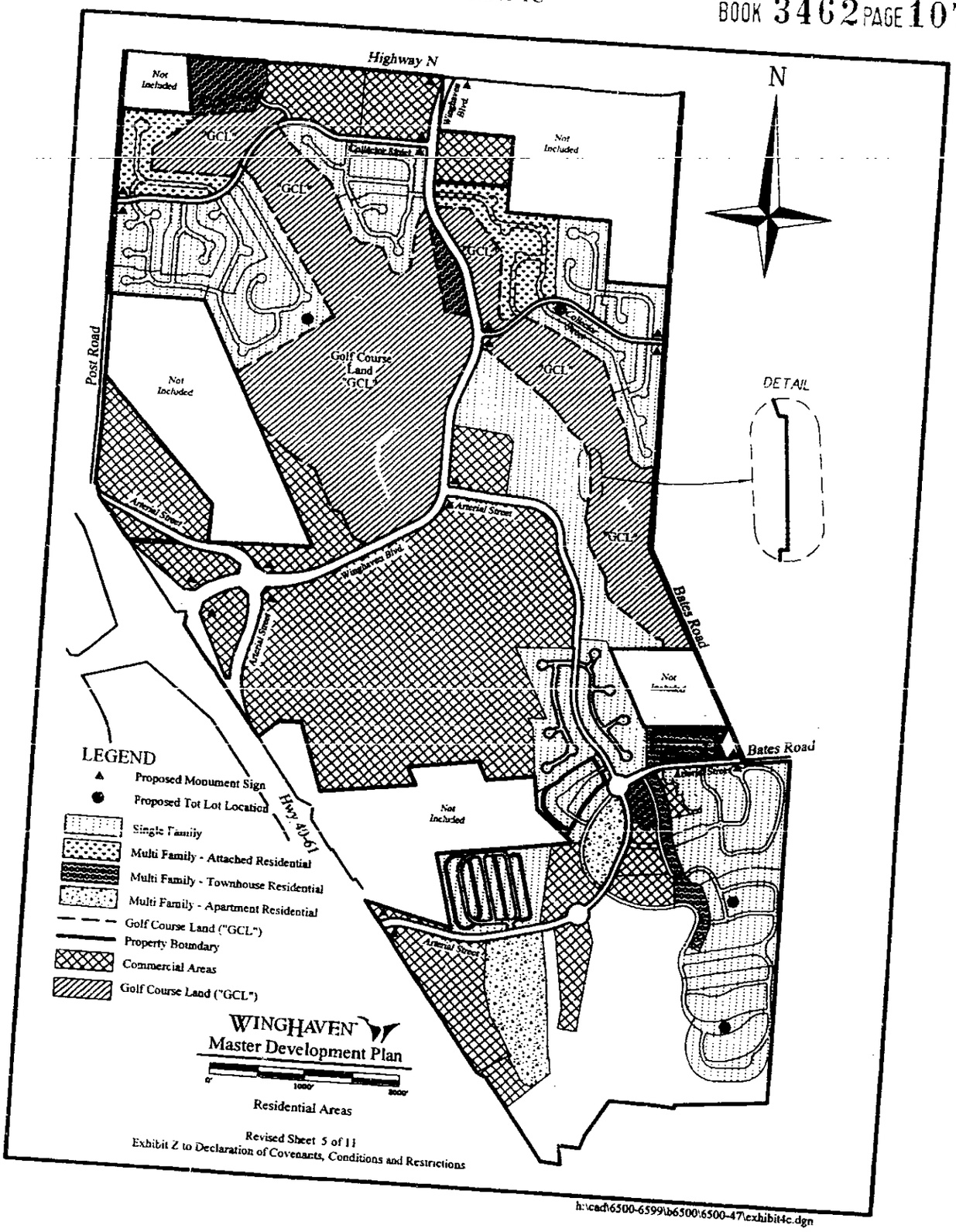
EXHIBIT 1C



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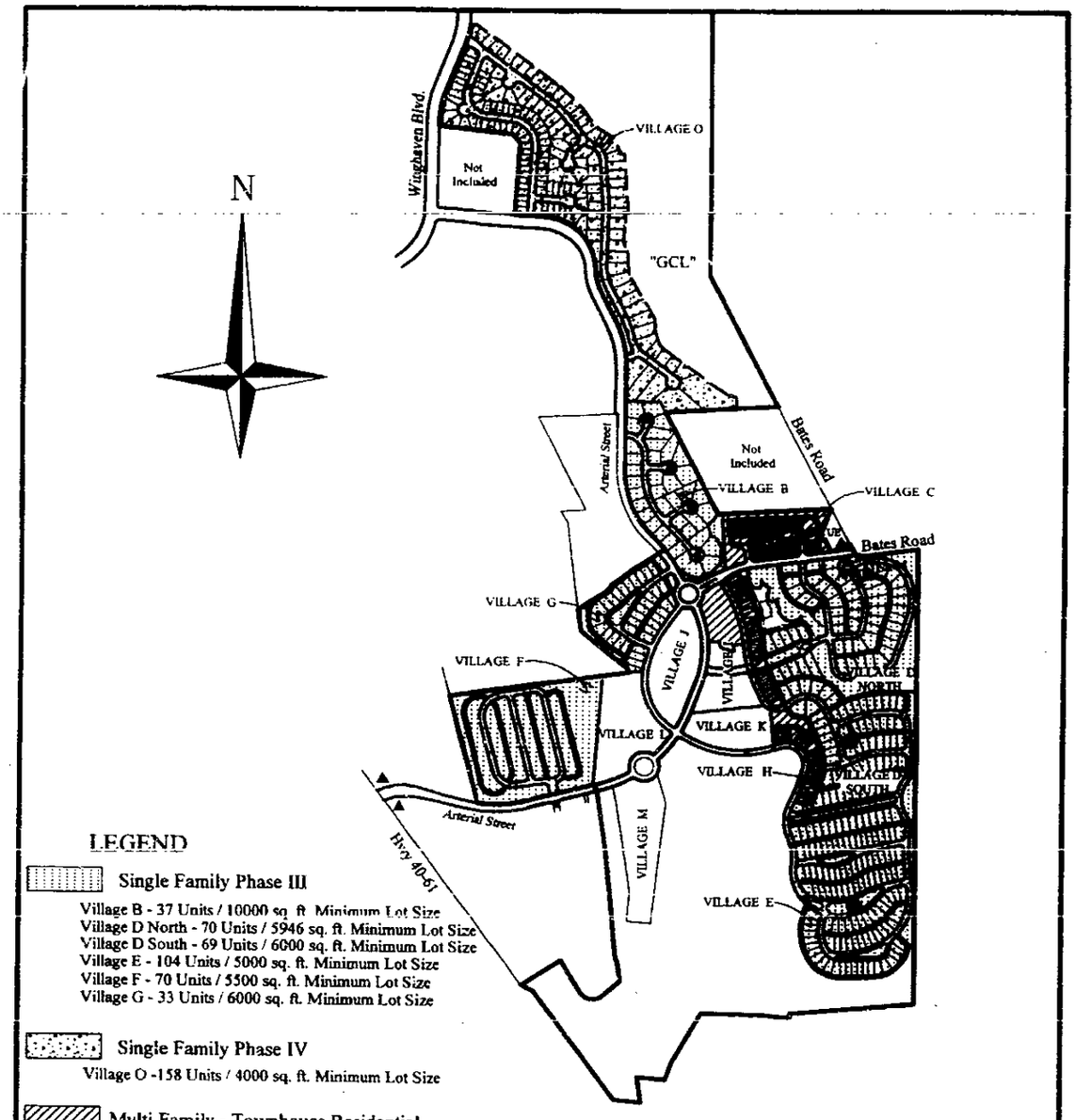

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EXHIBIT 2

EXHIBIT H
CAPITAL ASSESSMENTS AND ANNUAL ASSESSMENTS

Assessable Commercial Areas (in acres, by zoning category)		Relative Area Percentage (Pct of Total Assessable Area)	Commercial Areas Relative Area Percentage (Pct of Total Commercial Area)
HTCD			
Novus Campus	19.91	2.55%	6.92%
Other HTCD	190.37	24.41%	66.14%
MUTD			
MUTD Commercial	25.35	3.25%	8.81%
C-2 Commercial			
C-2 Hwy N & Winghaven Blvd	12.62	1.62%	4.38%
R-1 Commercial			
Golf Course Club House Site	25.01	3.21%	8.69%
School District Site	14.58	1.87%	5.07%
Total Commercial Area	287.84	36.90%	100.00%

Assessable Residential Areas (in acres, by zoning category)		Relative Area Percentage (Pct of Total Assessable Area)	Residential Areas Relative Area Percentage (Pct of Total Residential Area)
R-1 PUD			
Residential	241.18	30.92%	49.01%
R-4 PUD			
Apartment Development	20.02	2.57%	4.07%
MUTD			
Non-Commercial MUTD PUD	230.92	29.61%	46.92%
Total Residential Area	492.12	63.10%	100.00%
Total Assessable Area	779.96	100.00%	

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ANNUAL ASSESSMENTS

(Calendar Years 1998-2003)

Year	Annual Assessment Cap Amount
1998	$ 50,000.00
1999	$ 150,000.00
2000	$ 300,000.00
2001	$ 400,000.00
2002	$ 600,000.00
2003	**

** Annual Assessment Cap Amount for 2003 equals the amount obtained by multiplying $600,000.00 times the compounded CPI Increases (as defined in Article I) for the years 1998 through 2002 (inclusive), calculated from each December to the following December

For example, if the CPI Increase for 1998 (i.e., the CPI Increase between December 1997 and December 1998) was 3.0%; the CPI Increase for 1999 was 2.0%, the CPI Increase for 2000 was 2.5%; the CPI Increase for 2001 was 3.0%; and the CPI Increase for 2002 was 4.0%, then the 2003 Annual Assessment Cap would be calculated as follows:

$600,000.00 x (1.03 X 1.02 x 1.025 x 1.03 x 1.04) = $692,122.67

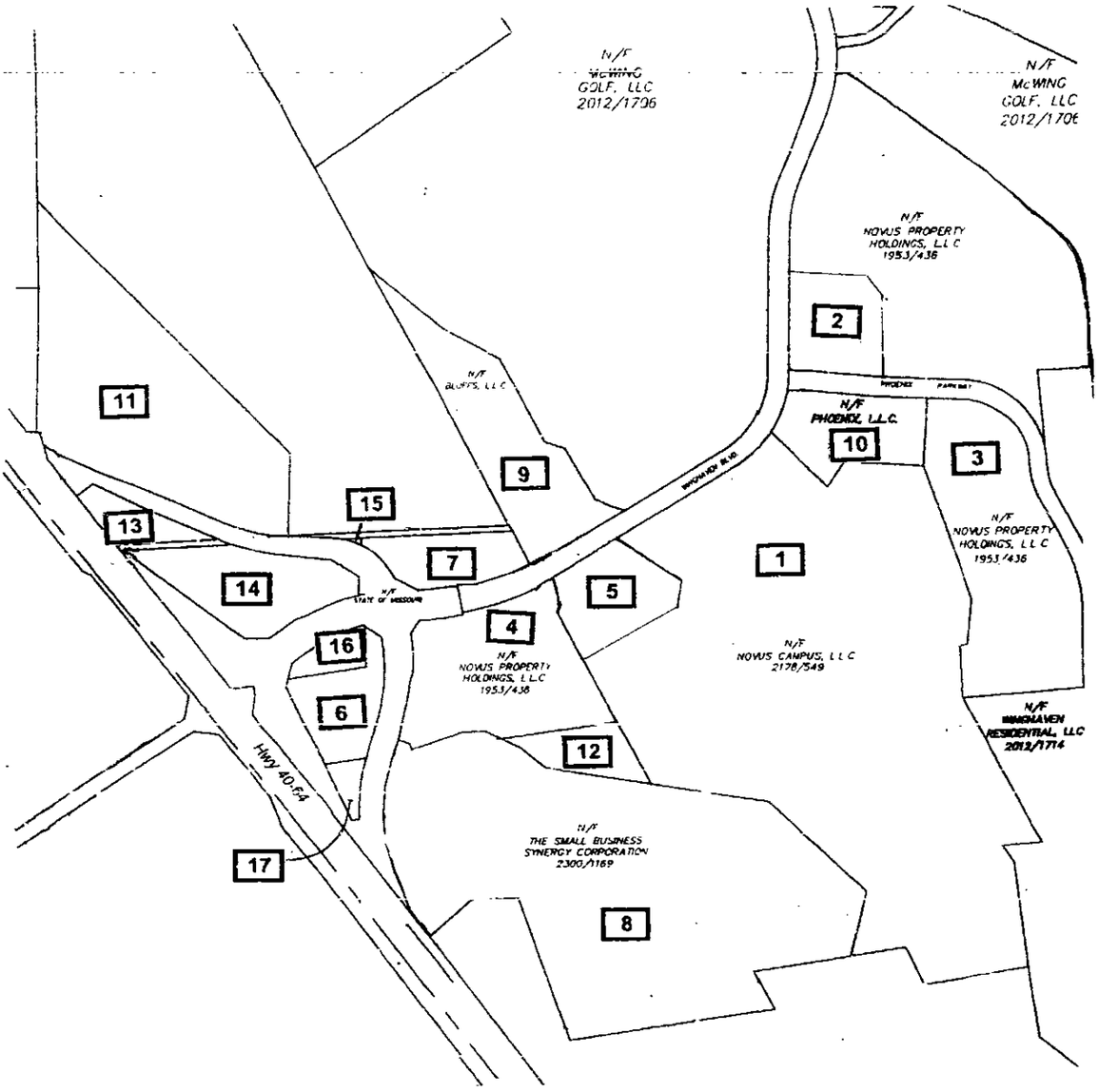
CAPITAL ASSESSMENT
PROJECTION BREAKDOWN
(Calendar Years 1998 - 2003)

Capital Assessments Aggregate Cap Amount: $2,514,852

Item		Total Target Amount
A	Entry Monuments	$917,638
B	Interchange Landscape & Design	$167,195
C	WingHaven Boulevard Median Landscaping	$84,837
D	WingHaven Boulevard Right-of-Way Edge Treatment	$207,900
E	Phoenix Parkway Landscape	$81,040
F	Trails	$188,942
G	Roadway Signage Program	
	Regulatory Signage	$43,688
	Directional and Wayfinding Signage	$103,382
	Bronze Plaques & Letters	$20,727
H	Sculpture	$87,780
I	Tot Lots	$140,000
J	Professional Design Fee	$154,326
K	General Conditions, Contingency, Other	$317,397
	Total	$2,514,852
	Commercial Areas Share of Target (65%)	$1,634,654
	Residential Areas Share of Target (35%)	$880,198

WingHaven Commercial Areas Calculation

Parcel No.	Zoning Class	Current or Former Owner or Common Description		Gross Area (in Acres)	Assessable Area (in Acres)	Relative Area Percentage
	HTCD					
1		Novus Campus, L.L.C.		79.62	19.91	2.55%
		Other HTCD:				
2		Office/Research Park Parcel	9.51		9.51	1.22%
3		TRiSTAR Wing, L.L.C.	18.28		18.28	2.34%
4		Lakeside Shoppes, L.L.C.	13.37		13.37	1.71%
5		TRiSTAR Wing, L.L.C.	5.84		5.84	0.75%
6		Tahoe Investments, L.L.C.	4.36		4.36	0.56%
7		TRiSTAR Wing, L.L.C.	4.01		4.01	0.51%
8		MasterCard Site	52.08		52.08	6.68%
9		Bluffs, L.C.	11.52		11.52	1.48%
10		Phoenix, L.C.	5.83		5.83	0.75%
11		Winghaven Land Investors (WLI)	24.24		24.24	3.11%
		Other Town Center Parcels				
12		WLI	2.91		2.91	0.37%
13		McEagle Winghaven North (MWN)	2.15		2.15	0.28%
14		MWN & Finance Centre, L.L.C.	7.28		7.28	0.93%
15		WLI	0.03		0.03	0.00%
16		WLI	1.39		1.39	0.18%
17		WLI	0.81		0.81	0.10%
18		WLI (Rabb) Parcel 1	21.08		21.08	2.70%
19		WLI (Rabb) Parcel 2	2.32		2.32	0.30%
20		Phase III HTCD	3.36		3.36	0.43%
		Total Other HTCD		190.37		
	C-2					
21		Winghaven Associates, LLC Retail		12.62	12.62	1.62%
22		Church (Exempt Parcel)		10.03	0.00	
	R-1					
23		Golf Course Club House Site		25.01	25.01	3.21%
24		Wentzville R-4 School District Site		14.58	14.58	1.87%
	MUTD					
25		Village I	5.48		5.48	0.70%
26		Village K	4.67		4.67	0.60%
27		Village L	7.64		7.64	0.98%
28		Village M	7.56		7.56	0.97%
		Total MUTD		25.35		
	Total Commercial			**357.58**	**287.84**	36.90%
	Total Residential				**492.12**	63.10%
	Grand Total Area				**779.96**	100.00%


N/F
McWING
GOLF, LLC
2012/1706
N/F
McWING
GOLF, LLC
2012/1706
N/F
NOVUS PROPERTY
HOLDINGS, LLC
1953/436
2
N/F
BLUFFS, LLC
11
N/F
PHOENIX, L.L.C.
10
3
9
15
13
7
1
N/F
NOVUS PROPERTY
HOLDINGS, LLC
1953/436
14
N/F
STATE OF MISSOURI
5
4
16
N/F
NOVUS PROPERTY
HOLDINGS, LLC
1953/436
N/F
NOVUS CAMPUS, LLC
2178/549
6
N/F
WINGHAVEN
RESIDENTIAL, LLC
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THE SMALL BUSINESS
SYNERGY CORPORATION
2300/1169
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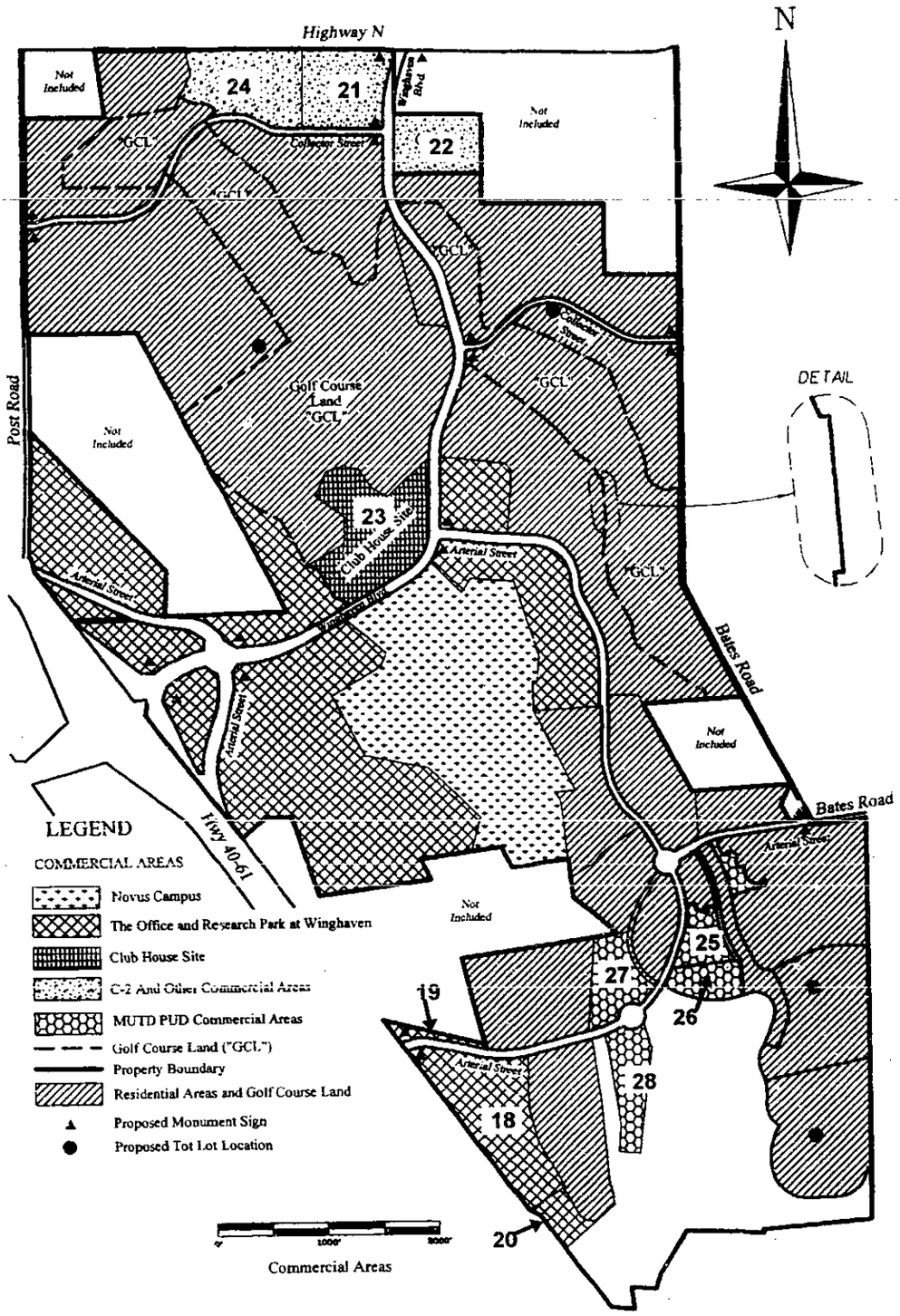
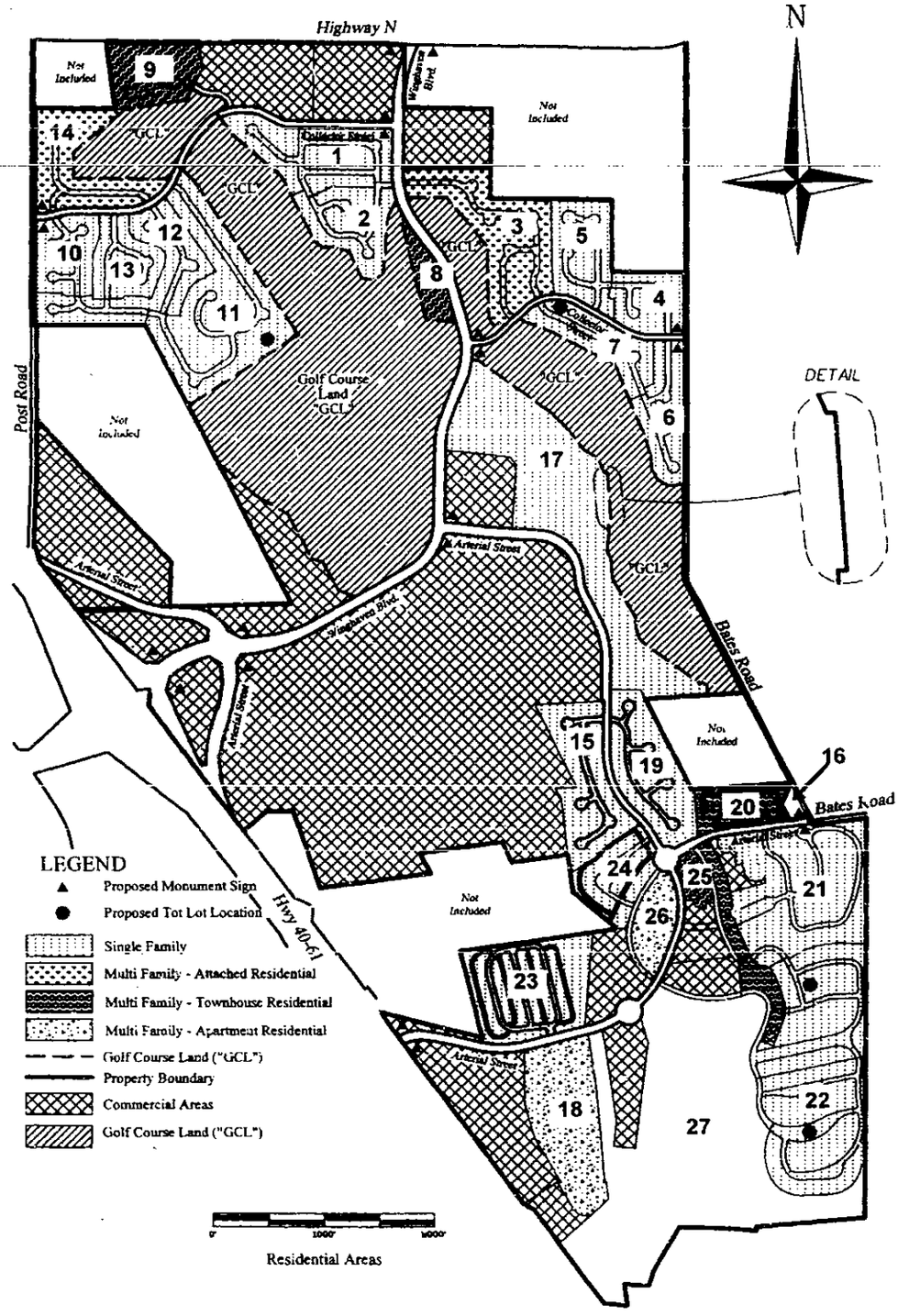


Commercial Areas

WingHaven Residential Areas Calculation

Parcel No.	Zoning Class	Owner or Common Description		Relative Area Percentage
	R-1 PUD			
		Phase I		
1		Red Orchard	16.88	
2		Cypress Knoll	11.23	
3		Blackhawk	20.44	
4		Hawk Run	12.03	
5		Falcon Hill	8.17	
6		Redwing	10.41	
7		Eagle Rock	9.26	
8		Wake Forest	4.38	
9		Timber Creek	10.51	
		Phase II		
10		Ironwood	9.97	
11		Timber Meadow	29.11	
12		Chestnut Hill	15.69	
13		Persimmon Hill	8.93	
14		Hawthorn	15.44	
		Other		
15		Spy Glass Hill	15.17	
16		AmerenUE Site	0.90	
17		Bayhill	42.66	
		Total R-1 Resid	241.18	30.92%
	R-4 PUD			
18		St. Louis Enclave Apartments	20.02	2.57%
	MUTD PUD Non-Commercial			
19		MUTD Village B	16.41	
20		MUTD Village C	7.00	
21		MUTD Village D	51.39	
22		MUTD Village E	23.46	
23		MUTD Village F	22.22	
24		MUTD Village G	9.84	
25		MUTD Village H	9.06	
26		MUTD Village J	6.38	
27		Other MUTD Non-Commercial	84.66	
		Total MUTD	230.92	29.61%
		Total Residential	**492.12**	63.10%
		Total Commercial	**287.84**	36.90%
		Grand Total Area	**779.96**	100.00%



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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY Lori Bravi

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23

1. **Name of Document:** SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

2. **Date of Document:** November 4, 2003

3. **Grantor Names:** Novus Campus, L.L.C.
O'Fallon Land Investors, L.L.C.
Winghaven Residential Owner's Association, Inc.
McWing Golf, LLC

4. **Grantee Names:** O'Fallon Land Investors, L.L.C.
Novus Campus, L.L.C.
Winghaven Residential Owner's Association, Inc.
McWing Golf, LLC

5. **Grantors' Mailing Address:**
c/o Novus Campus, L.L.C.
530 Maryville Centre Drive
St. Louis, Missouri 63141
Attn: President

Grantees' Mailing Address:
c/o O'Fallon Land Investors, L.L.C.
1001 Boardwalk Springs, Suite 200
O'Fallon, Missouri 63366
Attn: President

6. **Legal Description:** See Exhibits A-1, A-2, B, 2A and 3A attached

7. **Reference Book and Page:**

- Book 2012, Page 1562 -- Declaration of Covenants, Conditions and Restrictions for Winghaven (the "Declaration")
- Book 2237, Page 1510 (First Amendment to Declaration)
- Book 2252, Page 712 (Second Amendment to Declaration)
- Book 2300, Page 1115 (Third Amendment to Declaration)
- Book 2436, Page 371 (Fourth Amendment to Declaration)
- Book 2480, Page 1589 (Fifth Amendment to Declaration)
- Book 3462, Page 1053 (Sixth Amendment to Declaration)

equity #03N0446 DKC

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN is made this 4th day of November, 2003, by Novus Campus, L.L.C., a Delaware limited liability company ("Novus"); O'Fallon Land Investors, L.L.C., a Missouri limited liability company ("OLI"); Winghaven Residential Owner's Association, Inc., a Missouri nonprofit corporation ("Winghaven Residential Association"); and McWing Golf, LLC, a Missouri limited liability company ("McWing").

WITNESSETH:

WHEREAS, a certain instrument entitled **Declaration of Covenants, Conditions and Restrictions for WingHaven** was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and subsequently amended by (i) a certain **First Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri , (ii) a certain **Second Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on May 18, 1999 in Book 2252, Page 712 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (iii) a certain **Third Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on September 1, 1999 in Book 2300, Page 1115 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (iv) a certain **Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on August 31, 2000 in Book 2436, Page 371 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (v) a certain **Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven** (the "Fifth Amendment"), recorded on December 27, 2000 in Book 2480, Page 1589 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and (vi) a certain **Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on June 13, 2003 in Book 3462, Page 1053 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as so amended, is hereinafter referred to as the "Declaration"), covering that certain real property described on Exhibits A-1 and A-2 attached to the Declaration (copies of which Exhibits are attached hereto as Exhibits A-1 and A-2) and on Exhibits 1 and 2 attached to the Fifth Amendment (copies of which Exhibits are attached hereto as Exhibit B) (said real property is hereinafter collectively referred to as the "Property"); and

WHEREAS, Article XIII, Section 2 of the Declaration provides that the Declaration may be amended by unanimous vote of the Residential Class Membership, the Commercial Class Membership and the Novus Class Membership; and

WHEREAS, under the terms of the Declaration, Novus is presently the sole Novus Class Member (as the assignee of and successor to the rights of Novus Property Holdings, L.L.C. as the Novus Class Member, pursuant to that certain Assignment of Rights dated as of December 4, 1998, and recorded in Book 2235, Page 1517 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri), OLI is presently the sole Commercial Class Member (as the assignee of and successor to the rights of McEagle-O'Fallon, L.C. as the Commercial Class Member, pursuant to that certain Assignment of Rights dated as of August 30, 1999, and recorded in Book 2302 Page 1086 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri), and the Board of Directors of WingHaven Residential Association is presently one of two Residential Class Members and has been duly authorized and directed to execute this Amendment on behalf of the Residential Class Membership; and

WHEREAS, accordingly, Novus, OLI and Winghaven Residential Association are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, McWing is the Golf Course Owner, and as such, pursuant to said Article XIII, Section 2 of the Declaration, has the right to consent to amendments of provisions of the Declaration directly applicable to the Golf Course Land, the Golf Course, the Club House Site or the Club House Facilities; and

WHEREAS, Novus, OLI, and Winghaven Residential Association desire and intend to amend the Declaration pursuant to said authority, and McWing desires and intends to consent to such amendment of the Declaration, all as more particularly set forth hereinafter.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

B. Amendments.

1. The Master Development Plan, attached to the Declaration as Exhibit Z, is amended by replacing certain sheets therein, as follows:

Sheet 1 of Exhibit Z (denominated as "Existing Land Use Classifications") is hereby replaced by Exhibit 1A attached hereto (denominated as "Existing Land Use Classifications -- Revised Sheet 1").

Sheet 4 of Exhibit Z (denominated as "Commercial Areas") is hereby replaced by Exhibit 1B attached hereto (denominated as "Commercial Areas -- Revised Sheet 4").

Sheet 5 of Exhibit Z (denominated as "Residential Areas") is hereby replaced by Exhibit 1C attached hereto (denominated as "Residential Areas -- Revised Sheet 5").

Sheet 9 of Exhibit Z (denominated as "Residential Areas -- Phase III & IV") is hereby replaced by Exhibit 1D attached hereto (denominated as "Residential Areas - Phase III & IV Revised Sheet 9").

2. The property described on Exhibit 2A attached hereto (the general location of which is shown on Exhibit 2B attached hereto) and the property described on Exhibit 3A attached hereto (the general location of which is shown on Exhibit 3B attached hereto) is hereby added and annexed to the Property, and the same is hereby subjected to the provisions of the Declaration and shall henceforth constitute a part of the Property under the Declaration. McEagle Winghaven North, L.C. owns the property described on Exhibit 2A and has acknowledged its consent to such annexation by its execution of the Consent attached hereto. TRiSTAR Wing, L.L.C. owns the property described on Exhibit 3A and has acknowledged its consent to such annexation by its execution of the Consent attached hereto.

3. Article VII is amended by revising Section 12 thereof to read, in its entirety, as follows:

"Section 12. Allocation of Assessments. It is stipulated that the amount of Annual and Capital Assessments which have been levied against the various Parcels and the Ancillary Association Tracts subject to the Master Residential Tract Declarations, with respect to each of the Assessment Periods for 1998 through 2003 have been correctly and accurately allocated in accordance with Section 5 of this Article VII, and in accordance with Exhibit II (as the same was amended per the Fifth Amendment and the Sixth Amendment to this Declaration, for 2001 and following Assessment Periods). It is further stipulated that the amount of Annual Assessments (commencing with the 2004 Assessment Period) hereafter levied against each respective Parcel and each Ancillary Association Tract subject to the Master Residential Tract Declarations, shall be allocated in accordance with the schedule adopted as Exhibit II in the Seventh Amendment to this Declaration. Notwithstanding the foregoing, or any other provision to the contrary set forth in this Declaration, however, for purposes of any Capital Assessments levied under this Article VII during or after the calendar year 2003, any area of the Property which has been changed in classification under this Declaration from 'Commercial Area' to 'Residential Area', during or after calendar year 2003, shall continue to be assessed (for Capital Assessment purposes only) as though such area continued to be a part of the Commercial Areas."

4. The defined term "**Novus Campus**" set forth in Article I of the Declaration is hereby revised to read, in its entirety as follows:

*"'**Novus Campus**' shall mean the real property consisting of approximately 68.09 acres, depicted and identified as such on the Master Development Plan; 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. 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, prepared by a licensed land surveyor or engineer, and including information sufficient to allow the recalculation of the percentage of the area of the Novus Campus which then constitutes Exempt Property."*

5. Exhibit II to the Declaration is hereby replaced by Exhibit 4 attached hereto, denominated "Exhibit II -- Capital Assessments and Annual Assessments".

6. The execution of this Amendment by Novus represents and confirms the grant of any consent required from Novus pursuant to Article IV, Section 2, Subsection (z) in connection with the revisions to the Master Development Plan made pursuant to this Seventh Amendment.

7. Article XV is amended by revising Section 14 thereof to read, in its entirety, as follows:

> *"Section 14. WingHaven Servicemark. The name 'WingHaven' (and the associated stylized symbol) is a servicemark registered with the United States Patent and Trademark Office, and is owned and controlled by the Master Association. The Master Association shall have exclusive rights to the use of the 'WingHaven' servicemark and shall have the exclusive authority to regulate the use thereof by other parties. No party, whether subject to this Declaration or otherwise, shall use the 'WingHaven' servicemark without the prior written consent of the Master Association, and the Master Association shall have the power and authority to require that users of the 'WingHaven' servicemark must enter into a written license agreement in a form approved by the Master Association (in its discretion), providing the specific terms, conditions and restrictions applicable to such use of the 'WingHaven' servicemark."*

C. Miscellaneous.

1. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds, St. Charles County, Missouri.

2. The Declaration, as expressly amended hereby, is hereby ratified, confirmed and approved in all respects.

3. This Amendment 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 parties hereto may not have signed the same counterparts.

4. This Amendment shall run with the Property (as redefined in this Amendment) for all purposes and shall be binding upon and inure to the benefit of the Residential Class Membership, the Commercial Class Membership, the Novus Class Membership, the Master Association, any and all Ancillary Associations and all Owners and their respective successors-in-interest, as the case may be.

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

[Signatures appear on following pages]

NOVUS CAMPUS, L.L.C.

By: _____
Donald L. Vondriska, Jr.
Vice President

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

On this 4th day of November 2003, before me appeared Donald L. Vondriska, Jr., to me personally known, who being by me duly sworn, did say that he is the Vice President of Novus Campus, 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 my official seal in the County and State aforesaid, the day and year above written.

Cheryl Bierman
Notary Public

My Commission Expires:

CHERYL BIERMAN
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires: Aug. 27, 2007

O'FALLON LAND INVESTORS, L.L.C.

By: _____
Paul J. McKee, Jr., Managing Member

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 14th day of November, 2003, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Managing Member of O'Fallon Land Investors, L.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 my official seal in the County and State aforesaid, the day and year above written.

Tamara L. Laughlin
Notary Public

My Commission Expires: 2-1-04

TAMARA L. LAUGHLIN NOTARY SEAL NOTARY PUBLIC STATE OF MISSOURI

TAMARA L. LAUGHLIN
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES FEB. 1, 2004

WINGHAVEN RESIDENTIAL OWNERS ASSOCIATION, INC.

By: _____
Name: JOHN F. EILERMANN JR
Its: PRESIDENT

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

On this 3RD day of NOV., 2003, before me appeared JOHN F. EILERMANN, JR to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of Winghaven Residential Owners Association, Inc., a Missouri non-profit corporation (the "Company"), and that said instrument was signed in behalf of said corporation in behalf of the Company, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the Company.

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

_____
Notary Public

My Commission Expires:

DONNA L. KNESE
Notary Public - Notary Seal
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. DEC. 6,2003

McWING GOLF, LLC

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

By:
Name: JAMES R. PIPER, SR.
Its: VICE PRESIDENT

McWING GOLF, LLC

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

On this 3RD day of NOV., 2003, before me appeared JAMES R. PIPER, SR., to me personally known, who being by me duly sworn, did say that he is the VICE PRESIDENT 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 said corporation in behalf of the Company, with the consent of all the members of the Company, and said person acknowledged said instrument to be the free act and deed of said corporation and the Company.

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

Donna L. Knese
Notary Public

My Commission Expires:

DONNA L KNESE
Notary Public - Notary Seal
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. DEC. 6,2008

CONSENT

The undersigned McEAGLE WINGHAVEN NORTH, L.C., as the owner of the real property described on Exhibit 2A attached to this "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven", hereby consents to and approves the aforesaid annexation of said real property, and the subjection of the same to the provisions of the Declaration, all as more particularly described above.

McEAGLE WINGHAVEN NORTH, L.C., a
Missouri limited liability company

By: _____
Paul J. McKee, Jr., Manager

Date: November 4, 2003

STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES)

On this 14th day of November, 2003, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Manager of McEAGLE WINGHAVEN NORTH, L.C., a Missouri limited liability company (the "Company"), and that said instrument was signed in behalf of the Company by authority of its Operating Agreement, 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 my official seal in the County and State aforesaid, the day and year above written.

My Commission Expires: 2-1-04

Tamara L. Laughlin
Notary Public

TAMARA L. LAUGHLIN
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES FEB. 1, 2004

CONSENT

The undersigned TRiSTAR WING, L.L.C., as the owner of the real property described on Exhibit 3A attached to this "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Winglhaven", hereby consents to and approves the aforesaid annexation of said real property, and the subjection of the same to the provisions of the Declaration, all as more particularly described above.

TRiSTAR WING, L.L.C.,
a Missouri limited liability company

By: TRiSTAR Business Communities,
L.L.C., its Manager

By:
Michael Towerman, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF ST. Louis)

On this 31st day of October, 2003, before me, a Notary Public within and for said County, personally appeared Michael Towerman, to me personally known, who, being by me duly sworn, did acknowledge before me that he is the Manager of TRISTAR BUSINESS COMMUNITIES, L.L.C., a Missouri limited liability company, the Manager of TRISTAR WING, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority granted under its Operating Agreement; and he acknowledged said instrument to be the free act and deed of said limited liability company.

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

NANCY J. MICHELY
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My commission expires May 15, 2004

Nancy J. Michely
Notary Public

My term expires: 5/15/04

EXHIBIT A-1

LEGAL DESCRIPTION OF NOVUS PROPERTY

(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

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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.

RECORD AS IS

EXHIBIT A-2

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

RECORD AS IS

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°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°40'45" West a distance of 763.51 feet to a point; thence South 88°10'05" West a distance of 237.09 feet to a point; thence South 47°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°19'58" West a distance of 799.18 feet to a point; thence North 52°39'35" East a distance of 5.00 feet to a point; thence North 37°20'25" West a distance of 110.00 feet to a point; thence South 52°39'35" West a distance of 5.00 feet to a point; thence North 37°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°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°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.

RECORD AS IS

EXHIBIT B
TO SEVENTH AMENDMENT

(FROM EXHIBIT 1 TO FIFTH AMENDMENT)

DESCRIPTION
(17.47 ACRES)
("Valley View" Parcel 1)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of Lot 7 of said Valley View Subdivision and being the southwest corner of Lot 17 of the corrected plat of Martel Subdivision, as recorded in Plat Book 8, Page 24 of the said St. Charles County, Missouri Records and being a point on the eastern line of North Hampton Woods, as recorded in Plat Book 34, Page 70 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said North Hampton Woods along the southern line of the corrected plat of Martel Subdivision and the northern line of Valley View Subdivision North 81°54'35" East a distance of 1216.73 feet to a point marking the northwesternmost corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 825 of the said St. Charles County Missouri, Records, and being the northeast corner of said Valley View Subdivision; thence leaving the southern line of the corrected plat of Martel Subdivision along the eastern line of Valley View Subdivision and a western line of the said Winghaven Land Investors, L.L.C. property South 04°18'39" West a distance of 500.98 feet to a point marking the northeast corner of property now or formerly of Public Water Supply District No. 2, as recorded in Book 1722, Page 1431 of the said St. Charles County, Missouri Records and being the southeast corner of Lot 18 of said Valley View Subdivision; thence leaving the western line of said Winghaven Land Investors, L.L.C. property along the northern line of said Public Water Supply District No. 2 property and the southern line of said Lot 18 South 81°58'29" West a distance of 233.23 feet to a point on the eastern right-of-way line of Kieth Drive (40' wide); thence leaving the southern line of said Lot 18 along said right-of-way line, along a non-tangent curve to the right, having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears South 81°58'29" West a chord distance of 40.00 feet to a point on the western right-of-way line of said Kieth Drive and being the southeast corner of Lot 19 of said Valley View Subdivision; thence leaving said right-of-way line along the southern line of Lot 19 and continuing along the northern line of said Public Water Supply District No. 2 property South 81°58'29" West a distance of 231.77 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of said Lot 19; thence leaving said corner along the western line of said Public Water Supply District No. 2 and along the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision South 24°06'49" East a distance of 351.21 feet to a point on the northern line of said Winghaven Land Investors, L.L.C. property and being the southern line of said Valley View Subdivision and being the southern right-of-way line of Ira Drive (40' wide); thence along the northern line of said Winghaven Land Investors, L.L.C. property and the southern right-of-way line of said Ira Drive South 78°52'06" West a distance of 607.27 feet to a point marking the southwest corner of said Valley View Subdivision; thence along the western line of said Valley View Subdivision and the eastern line of said North Hampton Woods North 14°22'58" West a distance of 863.71 feet back to the POINT OF BEGINNING and containing 761,003 square feet or 17.47 acres more or less.

DESCRIPTION
(3.07 ACRES)
("Valley View" Parcel 2)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and being part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records, and being more particularly described as follows:

BEGINNING at the southeast corner of said Valley View Subdivision and being a point on the western line of property now or formerly of McEagle-O'Fallon, L.C., as recorded in Book 1965, Page 290 of the said St. Charles County, Missouri Records and being the southeast corner of the aforementioned Public Water Supply District No. 2 property; thence along the northern line of said McEagle-O'Fallon, L.C. property and the southern line of said Valley View Subdivision and the southern line of said Public Water Supply District No. 2 property South 78°52'06" West a distance of 338.38 feet to a point; thence leaving the southern line of said Valley View Subdivision and the northern line of said McEagle-O'Fallon, L.C. property along the western line of said Public Water Supply District No. 2 property and the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision North 24°06'49" West a distance of 351.21 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of Lot 19 of said Valley View Subdivision; thence along the southern line of said Lot 19 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 231.77 feet to a point on the western right-of-way line of Keith Drive (40' wide); thence leaving the southern line of said Lot 19 along said right-of-way line along a non-tangent curve to the left having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears North 81°58'29" East a chord distance of 40.00 feet to a point on the eastern right-of-way line of said Keith Drive and being the southwest corner of Lot 18 of said Valley View Subdivision; thence leaving said right-of-way line and along the southern line of said Lot 18 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 233.23 feet to a point on the eastern line of said Valley View Subdivision and being a point on the western line of said McEagle-O'Fallon, L.C. property and being the northeast corner of said Public Water Supply District No. 2 property, thence leaving said corner along the eastern line of said Valley View Subdivision and the western line of said McEagle-O'Fallon, L.C. property and the eastern line of said Public Water Supply District No. 2 property South 04°18'39" West a distance of 326.66 feet back to the POINT OF BEGINNING and containing 133,598 square feet or 3.07 acres more or less.

DESCRIPTION
"A PARCEL"
24.24 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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line North 14°35'03" West a distance of 64.82 feet to a point; thence North 85°02'56" West a distance of 18.17 feet to a point marking the southwest corner of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 2249, Page 705 of the St. Charles County, Missouri Records; thence leaving said right-of-way line along the western line of said Novus Property Holdings, L.L.C. property the following courses: North 02°05'27" East a distance of 735.35 feet to a point; thence North 00°07'38" East a distance of 439.58 feet to a point; thence southeastwardly along the southwestern line of Post Meadows Plat One, as recorded in Plat Book 34, Page 333 through Page 336 of the St. Charles County, Missouri Records and the western line of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records South 42°33'16" East a distance of 1793.22 feet to a point marking the northwest corner of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 of the said St. Charles County, Missouri Records; thence along the western line of Wilbanks property South 02°31'15" West a distance of 417.40 feet back to the POINT OF BEGINNING and containing 1,055,789 square feet or 24.24 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL D-1
4.37 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 northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of-way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 554.49 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along a curve to the left having a radius of 1000.33 feet, an arc distance of 133.07 feet, a chord of which bears South 78°25'48" East a chord distance of 132.97 feet to a point; thence South 82°08'45" East a distance of 234.02 feet to a point; thence South 56°33'08" East a distance of 164.27 feet to a point; thence South 02°29'27" West a distance of 93.75 feet to a point on a curve; thence along a curve to the left having a radius of 838.90 feet, an arc distance of 279.93 feet, a chord of which bears South 69°21'23" West a chord distance of 278.63 feet to a point; thence South 71°16'39" West a distance of 53.02 feet to a point on a curve; thence along a curve to the left having a radius of 847.94 feet, an arc distance of 51.88 feet, a chord of which bears South 55°33'31" West a chord distance of 51.87 feet to a point; thence South 53°48'22" West a distance of 109.40 feet to a point; thence North 89°27'20" West a distance of 119.35 feet to a point; thence North 51°11'38" West a distance of 150.31 feet to a point; thence North 24°40'44" East a distance of 290.42 feet to a point; thence North 33°48'22" East a distance of 111.70 feet back to the POINT OF BEGINNING and containing 190,279 square feet or 4.37 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL B
1.39 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 southeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2302, Page 1092 of the St. Charles County, Missouri Records and being a point on the existing right-of-way line of the property now or formerly of the State of Missouri; thence leaving said corner along the southern line of said Winghaven Land Investors, L.L.C. property and along said right-of-way line South 88°04'25" West a distance of 41.66 feet to a point marking the southwest corner of said property; thence along the western line of said Winghaven Land Investors, L.L.C. property and along said existing right-of-way and along the western line of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 1953, Page 436 of the said St. Charles County, Missouri Records the following courses: North 24°11'38" West a distance of 755.48 feet to a point; thence North 15°30'34" East a distance of 44.64 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing North 15°30'34" East a distance of 81.99 feet to a point; thence North 53°48'22" East a distance of 99.21 feet to a point of curvature; thence along a curve to the right, having a radius of 693.76 feet, an arc distance of 302.26 feet, a chord of which bears North 65°27'56" East a chord distance of 299.87 feet to a point; thence South 54°41'02" East a distance of 11.62 feet to a point; thence South 01°09'35" East a distance of 203.72 feet to a point; thence South 82°24'58" West a distance of 391.81 feet back to the POINT OF BEGINNING and containing 60,384 square feet or 1.39 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL C
0.03 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 said Fractional Section 13 and being a point on the western line of U.S. Survey 1669; thence leaving the eastern line of said U.S. Survey 1669, along the northern line of said Fractional Section 13 South 88°52'12" West a distance of 751.32 feet to a point marking the northeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 816 of the said St. Charles County, Missouri Records and being the POINT OF BEGINNING of the herein described tract of land; thence leaving said northern line of Fractional Section 13 along the western line of property now or formerly of Novus Properties Holdings, L.L.C., as recorded in Book 1953, Page 436 of said St. Charles County, Missouri Records and the eastern line of said Winghaven Land Investors, L.L.C. property South 01°09'35" East a distance of 35.71 feet to a point; thence along a curve to the left, having a radius of 360.55 feet, an arc length of 99.15 feet, the chord of which bears North 69°59'04" West a chord distance of 98.83 feet to a point; thence along said southern line North 88°50'00" East a distance of 92.16 feet to the POINT OF BEGINNING and containing 1,421 square feet or 0.03 acres more or less.

(FROM EXHIBIT 2 TO FIFTH AMENDMENT)

DESCRIPTION
McEAGLE WINGHAVEN NORTH, L.C.
PART OF TOWN CENTER PARCEL D-1
2.91 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;

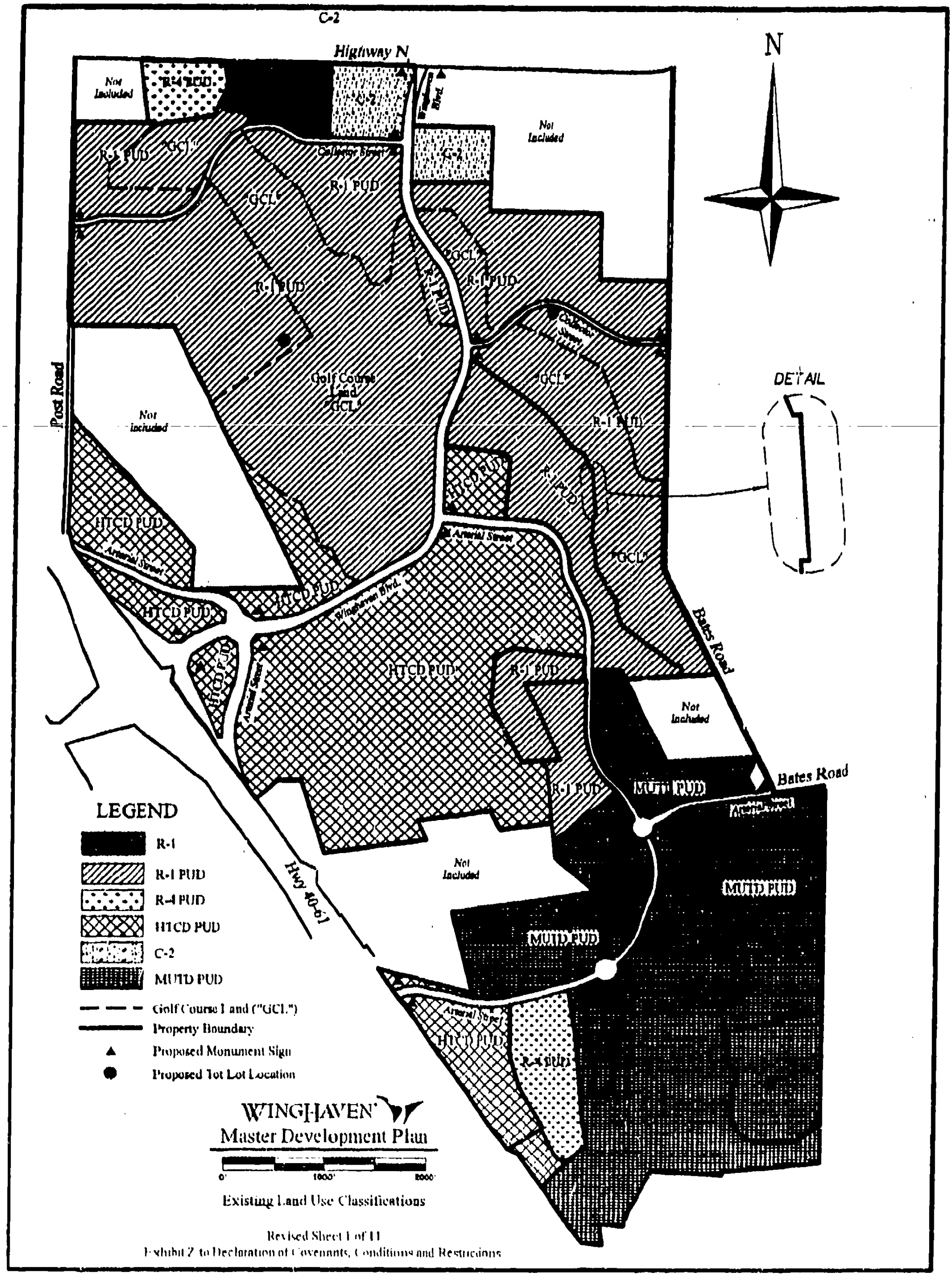
COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point marking the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along and the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.24 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 12.02 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said line North 88°50'00" East a distance of 542.47 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to a point thence leaving said line South 33°48'22" West a distance of 111.70 feet to a point; thence South 24°40'44" West a distance of 290.42 feet to a point; thence North 51°11'38" West a distance of 607.29 feet back to the POINT OF BEGINNING and containing 126,688 square feet or 2.91 acres more or less.

DESCRIPTION
TOWN CENTER
PARCEL D-2
2.15 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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence South 36°11 '43" East a distance of 233.52 feet to the POINT OF BEGINNING of the herein described tract of land; thence leaving the eastern right-of-way line of said U.S. Highway 40-61, along the property now or formerly of the State of Missouri the following courses: North 53°48'34" East a distance of 100.03 feet to a point; thence South 61°48'21" East a distance of 245.03 feet to a point; thence South 64°36'47" East a distance of 427.84 feet to a point of curvature; thence along a curve to the left having a radius of 998.93 feet, an arc distance of 11.73 feet, a chord of which bears South 64°56'58" East a chord distance of 11.73 feet to a point; thence leaving said property now or formerly of the State of Missouri, South 88°49'09" West a distance of 506.95 feet to a point on the eastern right-of-way line of said U.S. Highway 40-61; thence along said right-of-way line North 36°11'43" West a distance of 316.66 feet back to the POINT OF BEGINNING and containing 93,460 square feet or 2.15 acres more or less.

EXHIBIT 1A



RECORD AS IS

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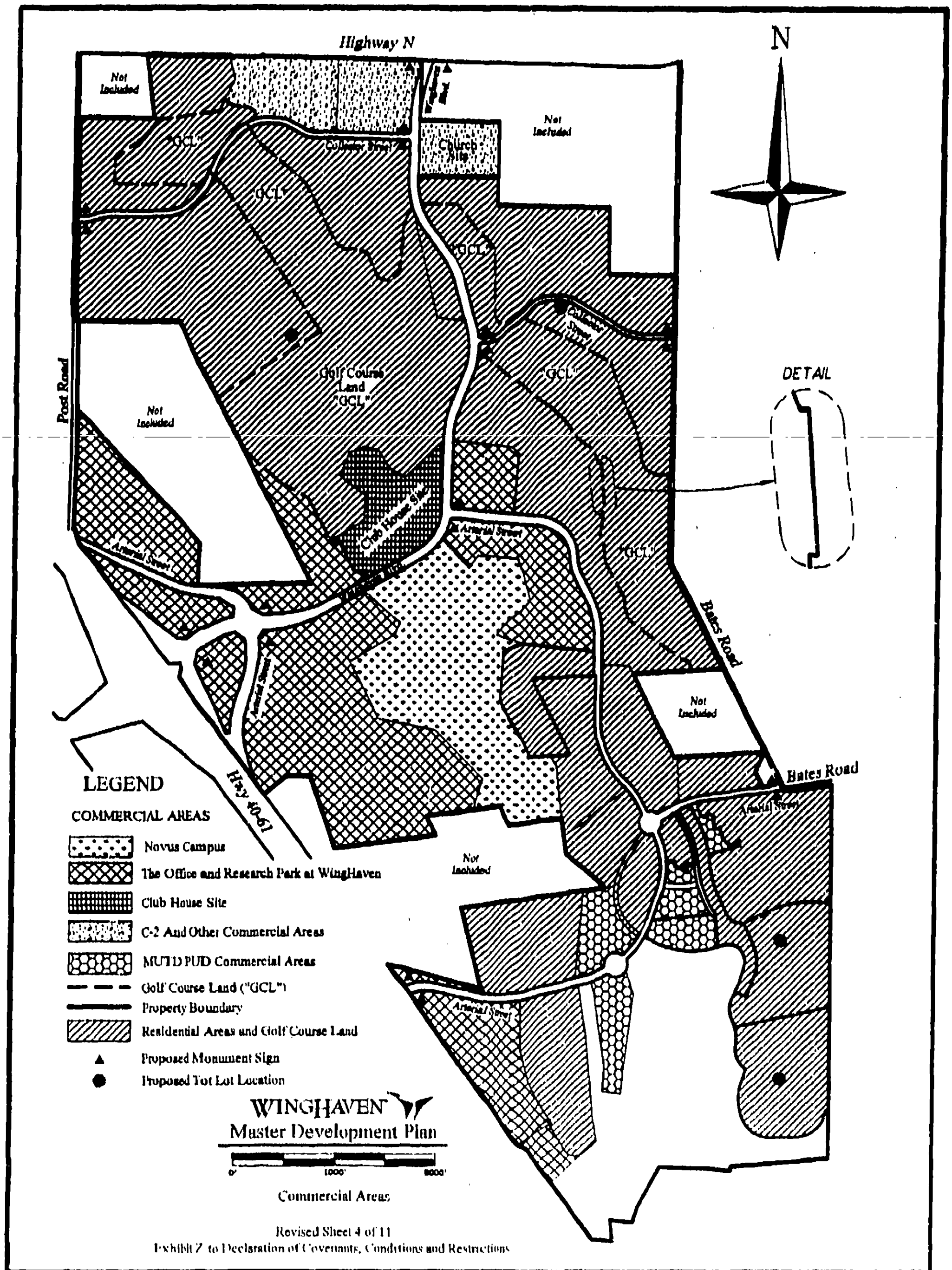
EXHIBIT 1B



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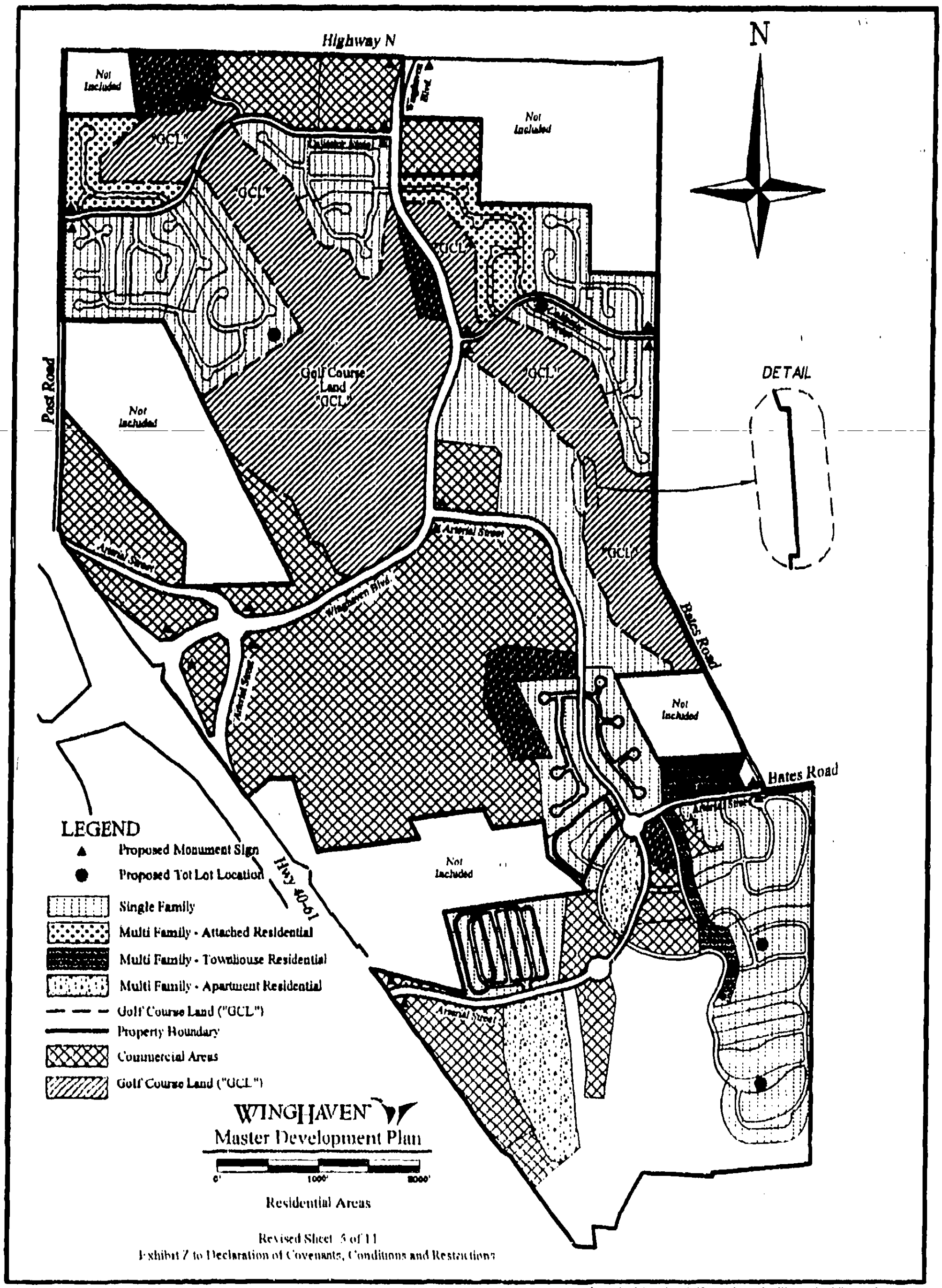

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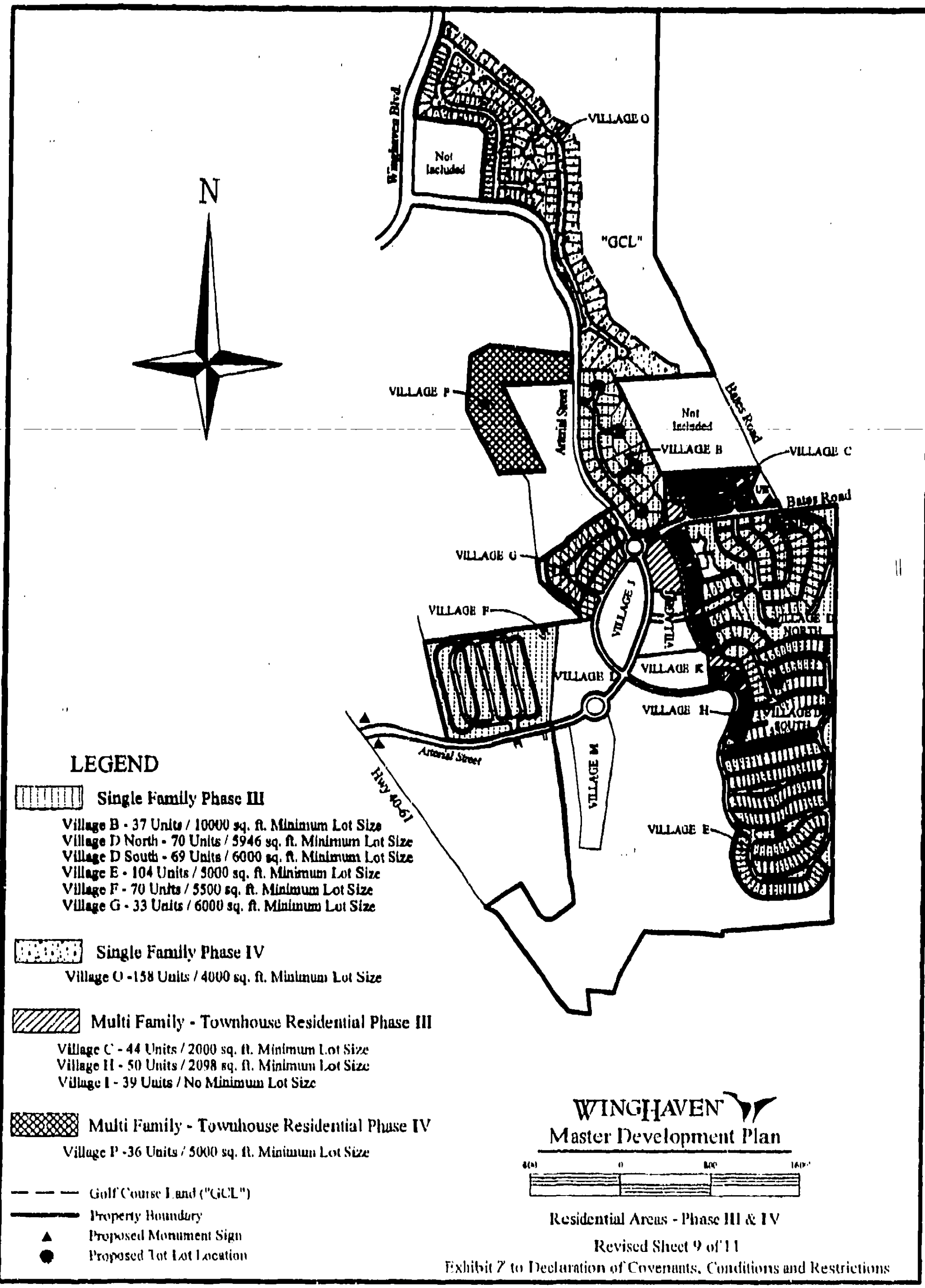
EXHIBIT 1D



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RECORD AS IS

EXHIBIT 2A
(McEagle Winghaven North, L.C. Property)

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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669 and being the southeast corner of property now or formerly of McEagle-O'Fallon, L.C., as recorded in Book 2112, Page 1391 of the St. Charles County, Missouri Records; thence leaving the northeast corner of said Fractional Section 13 and the southeast corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point marking the northeast of said McEagle-O'Fallon, L.C. property and being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669 along the northern line of said McEagle-O'Fallon, L.C. property and the southern line of said L.A.D. Properties, L.L.C. property and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 and the southern line of property now or formerly of McEagle Winghaven North, L.C., as recorded in Book 2111, Page 687 and the southern line of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 821 of the said St. Charles County, Missouri Records South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 337.20 feet to the POINT OF BEGINNING of the herein described tract of land; thence leaving the northern line of said McEagle-O'Fallon, L.C. property along the southern line of a proposed right-of-way, along a curve to the left, having a radius of 998.93 feet, an arc distance of 74.93 feet, a chord of which bears South 67°26'05" East a chord distance of 74.93 feet to a point on the southern line of said McEagle-O'Fallon, L.C. property; thence leaving said proposed right-of-way line, along said southern line South 88°50'00" West a distance of 554.49 feet to a point on the northeastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line North 36°11'43" West a distance of 36.67 feet to a point marking the northwest corner of said McEagle-O'Fallon, L.C. property; thence leaving said existing right-of-way line, along the northern line of said property North 88°49'09" East a distance of 506.95 feet back to the POINT OF BEGINNING.

Said property is also described as:

A tract of land being located at the south line of Fractional Section 12, Township 46 North, Range 2 East in St. Charles County, Missouri as acquired by the Missouri Highways and Transportation Commission by condemnation petition Cause No. CV199-6161CC and described as:

Beginning at a point located along the north right-of-way line of Route 40-61, 166.21 feet left of station 296+98.35 of the centerline of Route 40/61. Thence North 88 degrees 52' 12" East a distance of 506.86 feet to a point. Thence along a non-tangent curve with radius 998.93 feet a distance of 74.44 feet whose chord bears South 67 degrees 22' 53" East a distance of 74.42 feet. Thence South 88 degrees 52' 12" West a distance of 553.94 feet to a point in the north right of way line of Route 40-61. Thence along said right of way line North 36 degrees 11' 26" West a distance of 36.61 feet to the point of beginning, containing 0.36 acre, more or less.

RECORD AS IS

EXHIBIT 2B

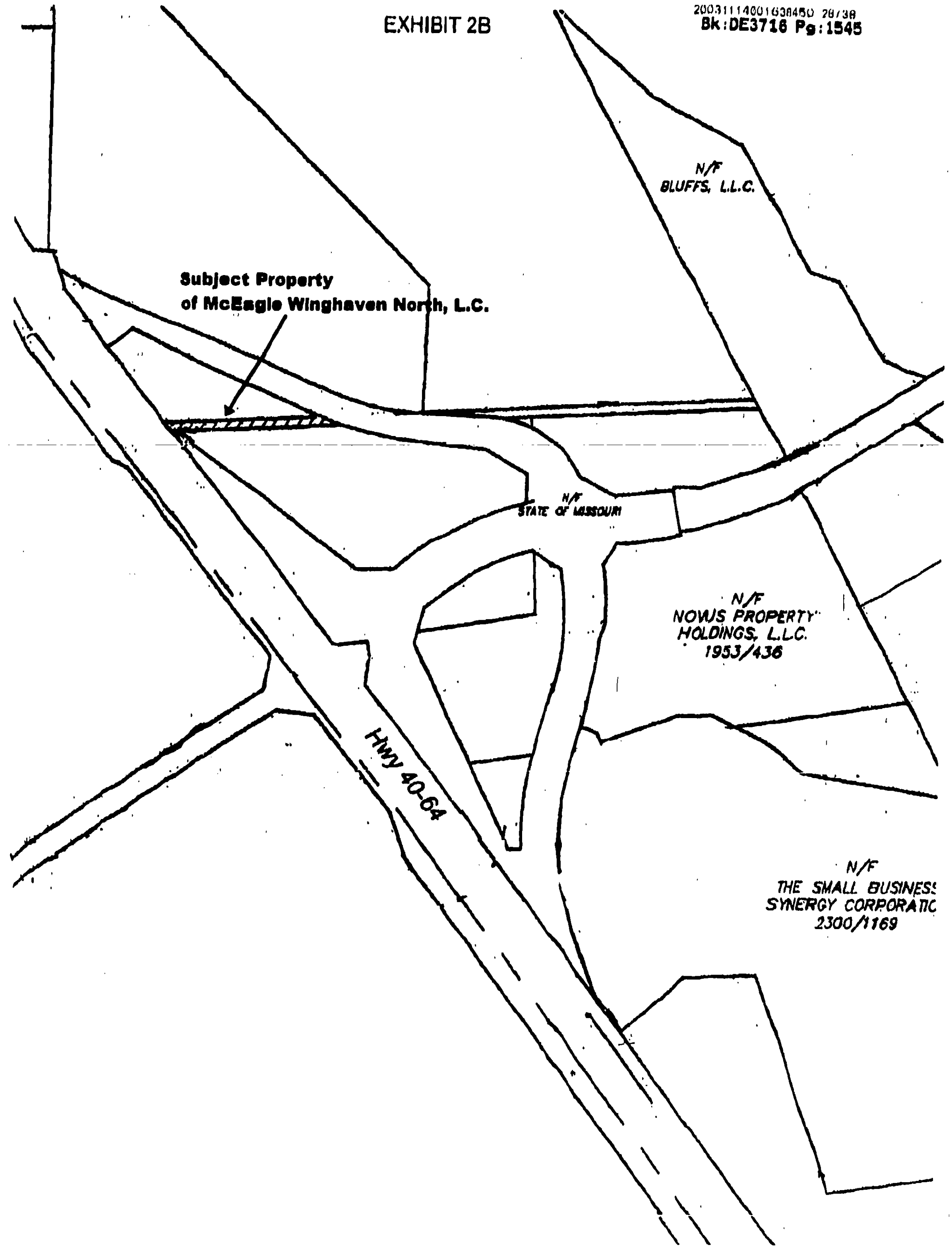

Subject Property
of McEagle Winghaven North, L.C.
N/F
BLUFFS, L.L.C.
N/F
STATE OF MISSOURI
N/F
NOWJS PROPERTY
HOLDINGS, L.L.C.
1953/436
Hwy 40-64
N/F
THE SMALL BUSINESS
SYNERGY CORPORATIO
2300/1169

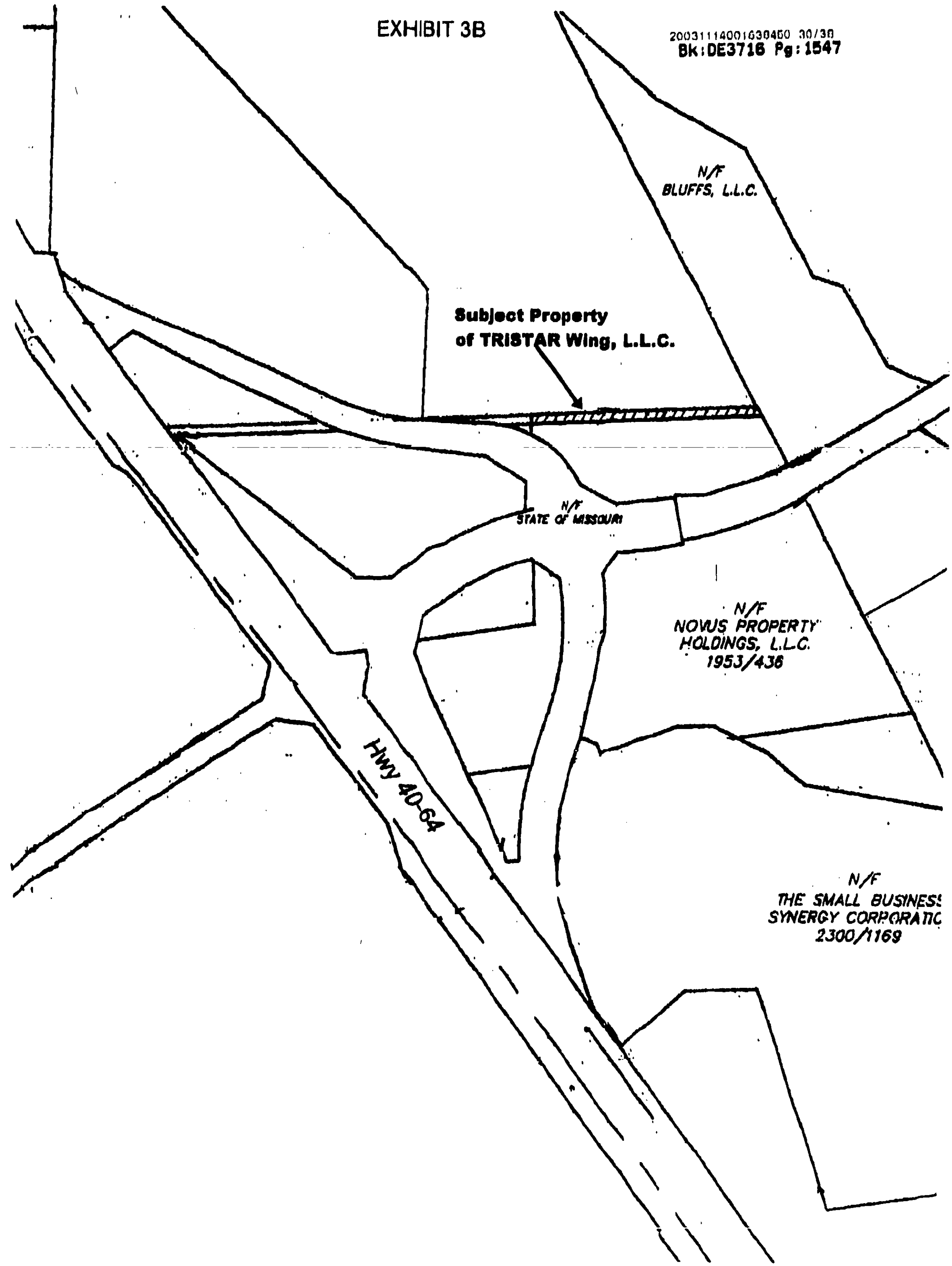
EXHIBIT 3A
(TRISTAR Wing, L.L.C. Property)

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 marking the northeast corner of Fractional Section 13 and a southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the western line of said U.S. Survey 1669; along the northern line of said Fractional Section 13 and the southern line of said Fractional Section 12, South 88^{0}52'12" a distance of 751.32 feet to a point; thence leaving said common Fractional Section line North 1^{0}9'35" West a distance of 30.00 feet to a point on the southern line of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri records; thence along said southern line North 88^{0}52'12" East a distance of 736.92 feet to a point on the western line of said U.S. Survey 1669; thence along the western line of said U.S. Survey 1669 South 26^{0}46'16" East a distance of 33.25 feet back to the POINT OF BEGINNING and containing 22,323 square feet or 0.51 acres more or less.

EXHIBIT 3B

20031114001630460 30/30
Bk:DE3716 Pg:1547



20031114001038400 31/38
Bk:DE3716 Pg:1548

EXHIBIT 4

EXHIBIT H
CAPITAL ASSESSMENTS AND ANNUAL ASSESSMENTS

Assessable Commercial Areas (in acres, by zoning category)		Relative Area Percentage (Pct of Total Assessable Area)	Commercial Areas Relative Area Percentage (Pct of Total Commercial Area)
HTCD			
Novus Campus	17.02	2.16%	5.99%
Other HTCD	189.58	24.01%	66.72%
MUTD			
MUTD Commercial	25.35	3.21%	8.92%
C-2 Commercial			
C-2 Hwy N & Winghaven Blvd	12.62	1.60%	4.44%
R-1 Commercial			
Golf Course Club House Site	25.01	3.17%	8.80%
School District Site	14.58	1.85%	5.13%
Total Commercial Area	284.16	35.99%	100.00%

Assessable Residential Areas (in acres, by zoning category)		Relative Area Percentage (Pct of Total Assessable Area)	Residential Areas Relative Area Percentage (Pct of Total Residential Area)
R-1 PUD			
Residential	254.37	32.22%	50.34%
R-4 PUD			
Apartment Development	20.02	2.54%	3.96%
MUTD			
Non-Commercial MUTD PUD	230.92	29.25%	45.70%
Total Residential Area	505.31	64.01%	100.00%
Total Assessable Area	789.47	100.00%	

20031114001638450 32/38
Bk:DE3716 Pg:1549

ANNUAL ASSESSMENTS

(Calendar Years 1998-2003)

Year	Annual Assessment Cap Amount
1998	$ 50,000.00
1999	$ 150,000.00
2000	$ 300,000.00
2001	$ 400,000.00
2002	$ 600,000.00
2003	**

** Annual Assessment Cap Amount for 2003 equals the amount obtained by multiplying $600,000.00 times the compounded CPI Increases (as defined in Article I) for the years 1998 through 2002 (inclusive), calculated from each December to the following December

For example, if the CPI Increase for 1998 (i.e., the CPI Increase between December 1997 and December 1998) was 3.0%; the CPI Increase for 1999 was 2.0%, the CPI Increase for 2000 was 2.5%; the CPI Increase for 2001 was 3.0%: and the CPI Increase for 2002 was 4.0%, then the 2003 Annual Assessment Cap would be calculated as follows:

$600,000.00 x (1.03 X 1.02 x 1.025 x 1.03 x 1.04) = $692,122.67

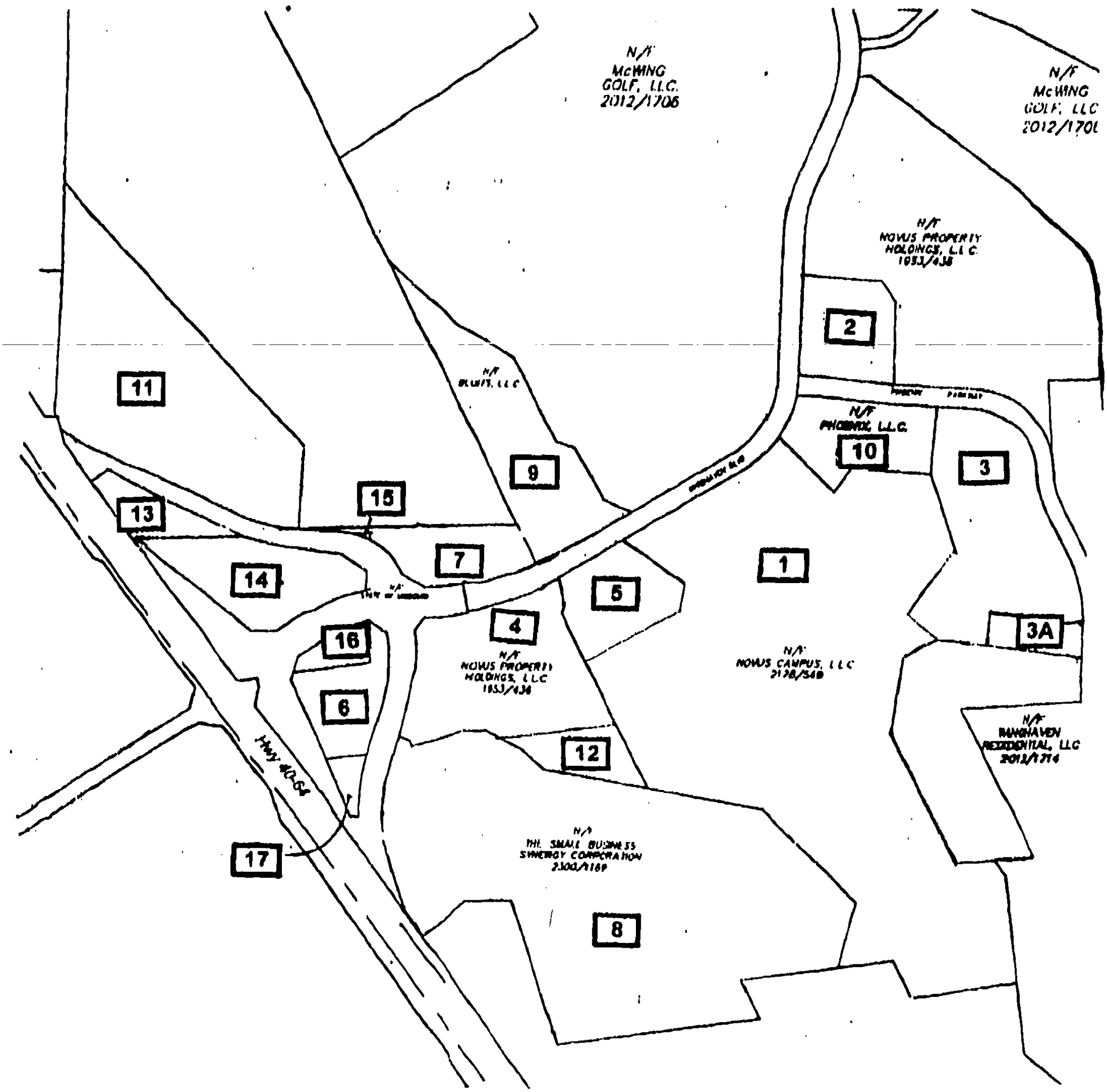
CAPITAL ASSESSMENT PROJECTION BREAKDOWN (Calendar Years 1998 - 2003)

Capital Assessments Aggregate Cap Amount: $2,514,852

Item		Total Target Amount
A	Entry Monuments	$917,638
B	Interchange Landscape & Design	$167,195
C	WingHaven Boulevard Median Landscaping	$84,837
D	WingHaven Boulevard Right-of-Way Edge Treatment	$207,900
E	Phoenix Parkway Landscape	$81,040
F	Trails	$188,942
G	Roadway Signage Program	
	Regulatory Signage	$43,688
	Directional and Wayfinding Signage	$103,382
	Bronze Plaques & Letters	$20,727
H	Sculpture	$87,780
I	Tot Lots	$140,000
J	Professional Design Fee	$154,326
K	General Conditions, Contingency, Other	$317,397
	Total	$2,514,852
	Commercial Areas Share of Target (65%)	$1,634,654
	Residential Areas Share of Target (35%)	$880,198

WingHaven Commercial Areas Calculation

Parcel No.	Zoning Class	Current or Former Owner or Common Description	Gross Area (in Acres)		Assessable Area (in Acres)	Relative Area Percentage
	HTCD					
1		Novus Campus, L.L.C.		68.09	17.02	2.16%
		Other HTCD:				
2		Show-Me Acquatics	9.51		9.51	1.20%
3		TRISTAR Wing, L.L.C.	14.23		14.23	1.80%
3A		Phoenix Village, L.L.C.	2.39		2.39	0.30%
4		Lakeside Shoppes, L.L.C.	13.37		13.37	1.69%
5		TRISTAR Wing, L.L.C.	5.84		5.84	0.74%
6		Tahoe Investments, L.L.C.	4.36		4.36	0.55%
7		TRISTAR Wing, L.L.C.	4.52		4.52	0.57%
8		MasterCard Site	52.08		52.08	6.60%
9		Bluffs, L.C.	11.52		11.52	1.46%
10		Phoenix, L.C.	5.83		5.83	0.74%
11		Winghaven Land Investors (WLI)	24.24		24.24	3.07%
		Other Town Center Parcels				
12		WLI	2.91		2.91	0.37%
13		McEagle Winghaven North (MWN)	2.51		2.51	0.32%
14		MWN & Finance Centre, L.L.C.	7.28		7.28	0.92%
15		WLI	0.03		0.03	0.00%
16		WLI	1.39		1.39	0.18%
17		WLI	0.81		0.81	0.10%
18		WLI (Rabb) Parcel 1	21.08		21.08	2.67%
19		WLI (Rabb) Parcel 2	2.32		2.32	0.29%
20		Phase III HTCD	3.36		3.36	0.43%
		Total Other HTCD		189.58		
	C-2					
21		Winghaven Associates, LLC Retail		12.62	12.62	1.60%
22		Church (Exempt Parcel)		10.03	0.00	
	R-1					
23		Golf Course Club House Site		25.01	25.01	3.17%
24		Wentzville R-4 School District Site		14.58	14.58	1.85%
	MUTD					
25		Village I	5.48		5.48	0.69%
26		Village K	4.67		4.67	0.59%
27		Village L	7.64		7.64	0.97%
28		Village M	7.56		7.56	0.96%
		Total MUTD		25.35		
	Total Commercial			**345.26**	**284.16**	35.99%
	Total Residential				**505.31**	64.01%
	Grand Total Area				**789.47**	100.00%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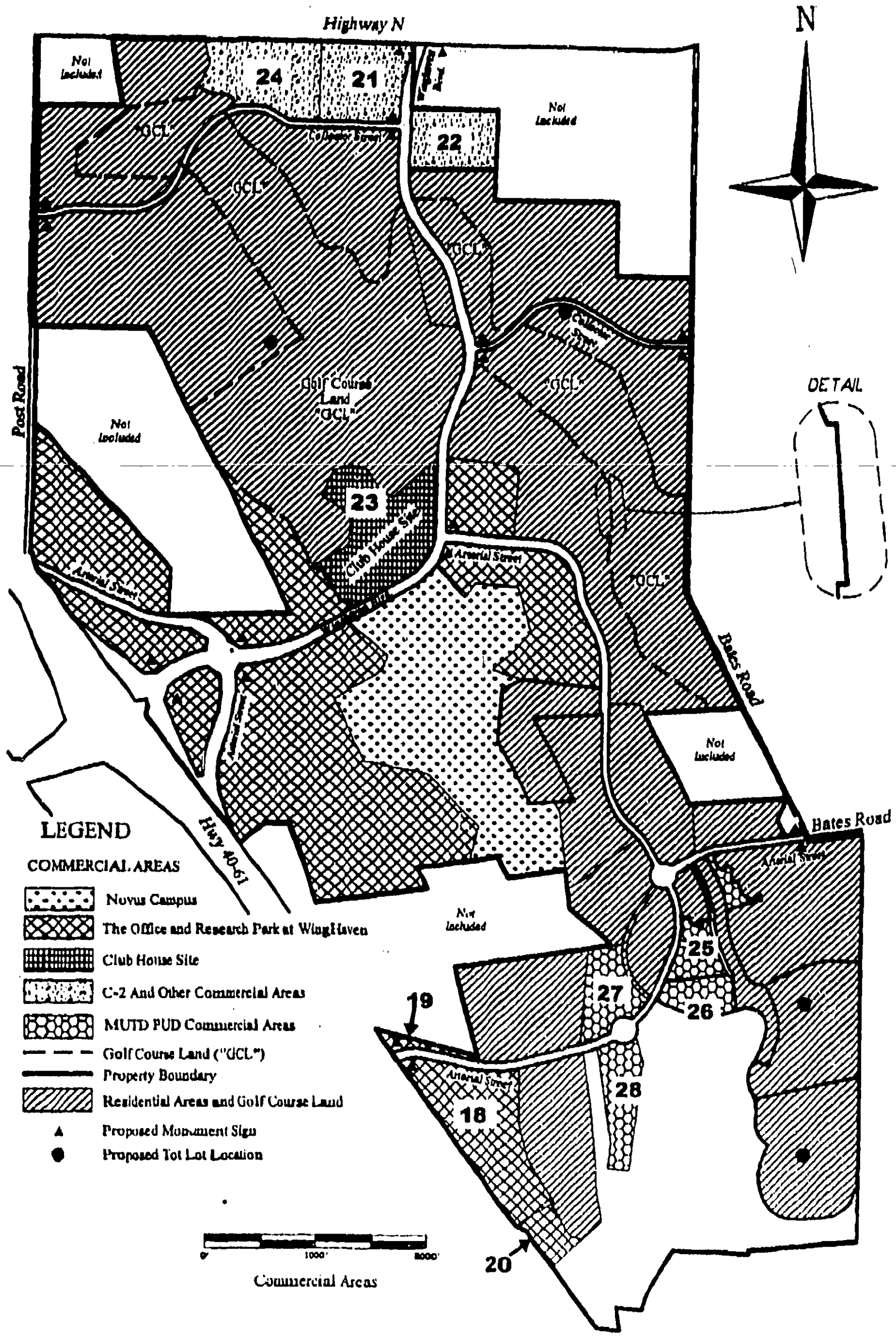
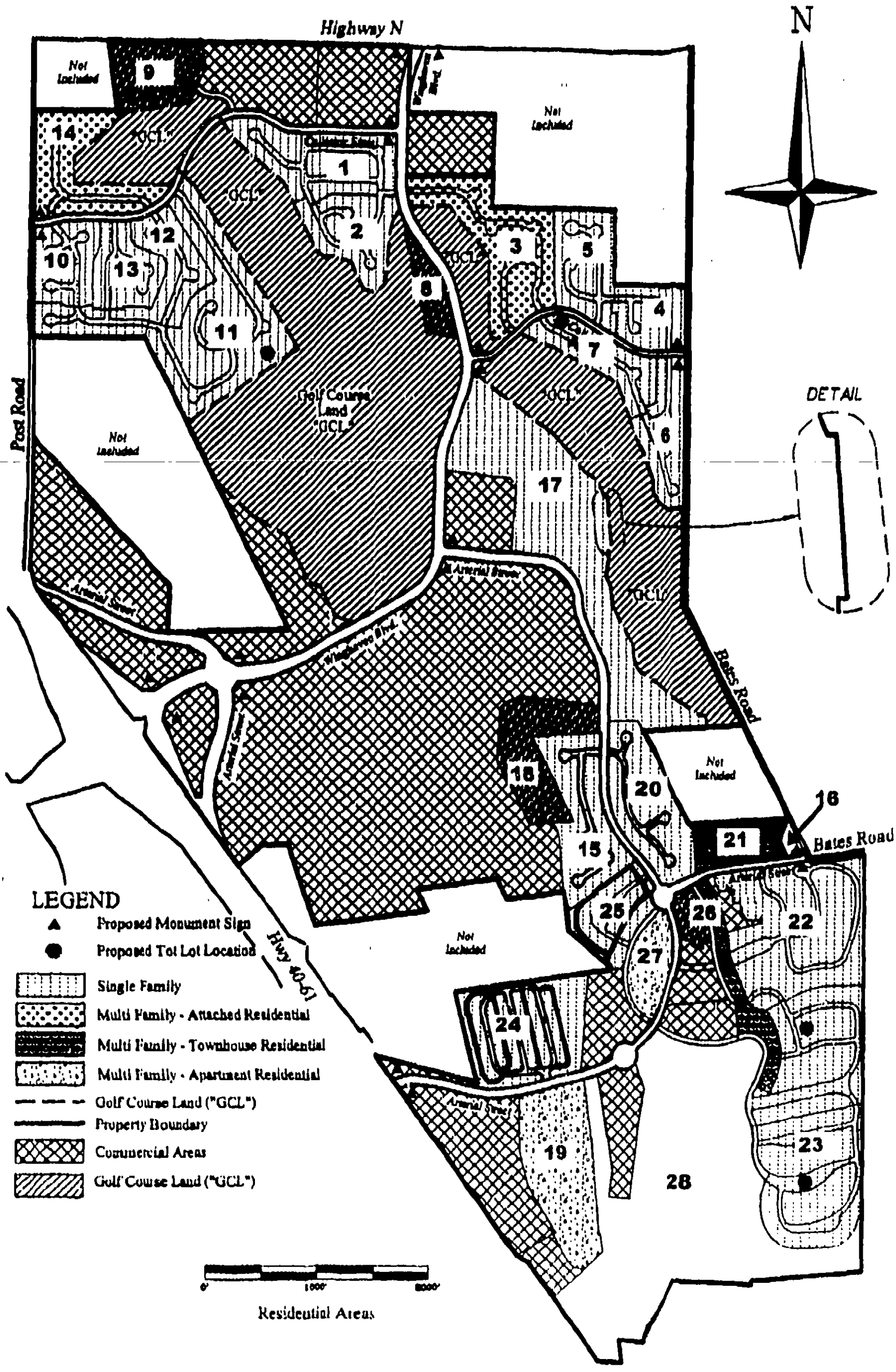
McWING
GOLF, LLC.
2012/1706
N/F
McWING
GOLF, LLC
2012/1700
N/F
NOVUS PROPERTY
HOLDINGS, LLC
1953/436
2
11
N/F
BLUFF, LLC
N/F
PHOENIX, LLC
10
3
9
15
13
7
1
14
5
3A
4
N/F
NOVUS PROPERTY
HOLDINGS, LLC
1953/436
N/F
NOVUS CAMPUS, LLC
2138/540
16
6
N/F
BANGHAVEN
RESIDENTIAL, LLC
2012/1714
12
Hwy 40-64
N/F
THE SMALL BUSINESS
SYNERGY CORPORATION
2300/1169
17
8


Highway N
N
Not Included
24
21
22
Not Included
"GCL"
Collector Street
Golf Course Land "GCL"
Post Road
Not Included
23
Club House Site
Arterial Street
DETAIL
Bates Road
Not Included
Bates Road
Hwy 40-61
LEGEND
COMMERCIAL AREAS
Novus Campus
The Office and Research Park at Wingfield
Club House Site
C-2 And Other Commercial Areas
MUTD PUD Commercial Areas
Golf Course Land ("GCL")
Property Boundary
Residential Areas and Golf Course Land
Proposed Monument Sign
Proposed Tot Lot Location
Not Included
25
27
26
19
28
18
20
Commercial Areas

RECORD AS IS

WingHaven Residential Areas Calculation

Parcel No.	Zoning Class	Owner or Common Description	Assessable Area (In Acres)	Relative Area Percentage
	R-1 PUD			
		Phase I		
1		Red Orchard	16.88	
2		Cypress Knoll	11.23	
3		Blackhawk	20.44	
4		Hawk Run	12.03	
5		Falcon Hill	8.17	
6		Redwing	10.41	
7		Eagle Rock	9.26	
8		Wake Forest	4.38	
9		Timber Creek	10.51	
		Phase II		
10		Ironwood	9.97	
11		Timber Meadow	29.11	
12		Chestnut Hill	15.69	
13		Persimmon Hill	8.93	
14		Hawthorn	15.44	
		Other		
15		Spy Glass Hill	15.17	
16		AmerenUE Site	0.90	
17		Bayhill	42.66	
18		Kingsgate	13.19	
		Total R-1 Resid	254.37	32.22%
	R-4 PUD			
19		St. Louis Enclave Apartments	20.02	2.54%
	MUTD PUD Non-Commercial			
20		MUTD Village B	16.41	
21		MUTD Village C	7.00	
22		MUTD Village D	51.89	
23		MUTD Village E	23.46	
24		MUTD Village F	22.22	
25		MUTD Village G	9.84	
26		MUTD Village H	9.06	
27		MUTD Village J	6.38	
28		Other MUTD Non-Commercial	84.66	
		Total MUTD	230.92	29.25%
		Total Assessable Residential	**505.31**	64.01%
		Total Assessable Commercial	**284.16**	35.99%
		Grand Total Assessable Area	**789.47**	100.00%


Highway N
N
Not Included
9
14
GCL
1
2
3
5
4
7
6
10
12
13
11
8
Golf Course Land "GCL"
Post Road
Not Included
17
DETAIL
Arterial Street
Wingfoot Blvd.
Bates Road
18
20
Not Included
16
21
Bates Road
15
25
26
22
27
Not Included
Hwy 40-61
24
19
28
23
LEGEND
Proposed Monument Sign
Proposed Tot Lot Location
Single Family
Multi Family - Attached Residential
Multi Family - Townhouse Residential
Multi Family - Apartment Residential
Golf Course Land ("GCL")
Property Boundary
Commercial Areas
Golf Course Land ("GCL")
0'
1000'
2000'
Residential Areas

RECORD AS IS

8
5-7

20040604000415100 SUP RES
Bk:DE3857 Pg:939
05/04/2004 02:09:07PM 1/8

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County,MO
BY: Ginger Bequette

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN RESIDENTIAL PROPERTY

This Supplemental Declaration of Covenants, Conditions and Restrictions ("Supplement") is made as of this 27th day of April, 2004 ("Effective Date") by Winghaven Residential, L.L.C., a Missouri limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the owner of all of the property described on Exhibit A attached hereto and incorporated herein by reference ("Additional Property"). Declarant is developing the Additional Property as part of Winghaven, a mixed-use, master planned community located in the City of O'Fallon, St. Charles County, Missouri. The general plan for Winghaven includes a private golf course and country club to be located immediately adjacent to the Additional Property.

B. This Supplement amends and supplements the Declaration of Covenants, Conditions, and Restrictions for Winghaven Residential Property recorded in Book 2252 Page 729 on May 18, 1999 in the County of St. Charles Recorder of Deeds Office, the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Winghaven Residential Property recorded in Book 2436, Page 367 in the County of St. Charles Recorder of Deeds Office, the Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Winghaven Residential Property recorded in Book 3730, Page 1397 in the County of St. Charles Recorder of Deeds Office, and any other supplements or amendments to the foregoing (the foregoing hereinafter referred to collectively as the "Declaration"), all of which are subject to the Declaration of Covenants, Conditions and Restrictions for Winghaven dated December 23, 1997 and recorded in Book 2012 Page 1562 on December 24, 1997 in the County of St. Charles Recorder of Deeds Office, the First Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven recorded on April 19, 1999 in Book 2237 Page 1510 of the County of St. Charles Recorder of Deeds Office, the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven recorded on May 18, 1999 in Book 2252 Page 712 of the County of St. Charles Recorder of Deeds Office, the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven recorded on September 1, 1999 in Book 2300 Page 1115 of the County of St. Charles Recorder of Deeds Office, the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven recorded on August 31,

2000 in Book 2436 Page 371 of the County of St. Charles Recorder of Deeds Office, the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven recorded on December 27, 2000 in Book 2480 Page 1589 of the County of St. Charles Recorder of Deeds Office, the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Winghaven recorded on June 13, 2003 in Book 3462 Page 1053 of the County of St. Charles Recorder of Deeds Office, and any other supplements or amendments to the foregoing (the foregoing hereinafter collectively referred to as the "Master Declaration").

C. Pursuant to Sections 9.1 and 9.3 of the Declaration, Declarant may submit certain additional property described on Exhibit B of the Declaration to the terms of the Declaration and impose additional covenants and easements on such property.

D. The Additional Property is a portion of that property described on Exhibit B to the Declaration.

E. Declarant desires to submit the Additional Property to the terms of the Declaration and to impose upon it certain easements and covenants in addition to those contained in this Declaration.

NOW, THEREFORE, for good and valuable consideration, Declarant hereby declares as follows:

1. Definitions.

1.1 *Winghaven MA.* Winghaven Master Association, a Missouri non-profit corporation, its agents, employees, officers, directors, successors and assigns.

1.2 *Winghaven ROA.* Winghaven Residential Owners Association, Inc., a Missouri non-profit corporation, its agents, employees, officers, directors, successors and assigns.

1.3 *Winghaven Residential.* Winghaven Residential, LLC, a Missouri limited liability company, its subcontractors, consultants, agents, employees, members, successors and assigns.

1.4 *McWing.* McWing Golf, LLC, a Missouri limited liability company, its subcontractors, consultants, agents, employees, members, successors and assigns.

1.5 *McBride.* McBride & Son Homes, Inc., a Missouri corporation, its subcontractors, consultants, agents, employees, shareholders, officers, directors, successors and assigns.

1.6 *Vantage.* Vantage Homes, Inc., a Missouri corporation, its subcontractors, consultants, agents, employees, shareholders, officers, directors, successors and assigns.

1.7 *Golf Course.* That certain golf course owned and operated by McWing within Winghaven, portions of which are contiguous to the Additional Property.

1.8 *Lot.* The subdivided parcels of land shown on any final recorded subdivision plat of the Additional Property.

1.9 *Owner(s).* The owner of record, whether one or more persons or entities, of the fee simple title to any Lot.

1.10 *Other Capitalized Terms.* All other capitalized terms used herein shall have the same meaning ascribed to them in Article II of the Declaration.

2. Neighborhood Designation. Pursuant to Section 6.4(a) of the Declaration, the Additional Property shall be assigned to the Neighborhood identified on Exhibit A attached hereto.

3. Landscape Easement. The plat of the Additional Property depicts a fifteen (15) foot wide "Landscape Easement" along the rear lot lines of all Lots abutting the Golf Course and dedicates said easement and the maintenance of same to the Winghaven ROA and McWing. Declarant by this Supplement also grants and establishes the Landscape Easement as depicted on said Plat. The Landscape Easement and the plantings therein have as a primary purpose the shielding and deflecting of errant golf balls from the Lots (although the Owners acknowledge that said landscape barrier will not prevent errant golf balls from entering the Lots). Accordingly, each Owner with a Lot subject to the Landscape Easement: (a) shall not cause, suffer or permit the removing, trimming, pruning, relocating, damaging or impairing in any manner any or all landscape plantings within the Landscape Easement for such Lot or on adjacent areas of the Golf Course except with the consent of McWing; (b) shall maintain, water and nurture all plantings within the Landscape Easement upon such Lot with the consent of McWing; (c) shall grant access to and cooperate with the Winghaven ROA and McWing which shall also have rights and obligations hereunder to maintain said plantings and to replace any dead or damaged landscaping; (d) acknowledges that said landscape plantings may initially, as maturing or upon maturity, obstruct the view of the Golf Course from said Lot.

5. Assumption of Risk. By accepting the deed to a Lot, each Owner, for himself and his invitees, personal representatives, successors, assigns, and heirs, hereby acknowledges, accepts and assumes the risk and hazards associated with the Operation of the Golf Course, as hereinafter defined. Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride and Vantage disclaim any liability for personal injury or property damage resulting in any way, all or in part, from the Operation of the Golf Course. The Owner of each Lot accepts the foregoing disclaimer and assumes the risk of any property damage, personal injury, creation or maintenance of a trespass or nuisance created by or arising in connection with the Operation of a Golf Course (as hereinafter defined).

6. Grant of Easement. Declarant hereby grants and establishes an easement upon each and every Lot for the benefit of the Golf Course and its owners, invitees, employees, and patrons to permit the doing of every act necessary or appropriate to the playing of golf at the Golf Course and the maintaining of the Golf Course, including (but not limited to) entering onto the Lot for the purpose of golf ball retrieval (provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general); the flight of golf balls over, upon and onto the Lot; the landing of golf balls upon the Lot; the use of necessary and usual equipment (including maintenance equipment) upon the Golf Course; the usual and common noise level created by the playing of the game of golf (including the conduct of golf tournaments) and the maintenance of the Golf Course (including the use of pesticides, fertilizers, and other chemicals, the overspray from the golf course irrigation system onto the Lot, and the use of reclaimed water to irrigate the golf course and related landscaping); together with all other common and usual activities

associated with the game of golf and with all of the normal and usual activities associated with the operation of a country club or golf course ("Operation of the Golf Course"). Each Owner acknowledges that the Operation of the Golf Course may vary from time to time, and that Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride and Vantage shall not, under any circumstances, be held liable for any change in the Operation of the Golf Course or a change in the intensity of the Operation of the Golf Course, regardless of whether such change in the Operation of the Golf Course or change in the intensity of the Operation of the Golf Course is caused by a redesign of the Golf Course, changes in technology or equipment for the playing of golf or maintenance of the Golf Course, an increased amount of golf players, or any other causes. For purposes of this Declaration, a change in the intensity of the Operation of the Golf Course shall include (without limitation) an increase in the number of errant golf balls traveling over, upon and onto the Lot.

7. Release and Indemnity. Neither Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride nor Vantage shall be liable to any Owner or any guest or invitee of Owner for injury, loss or damage to persons or property caused by the Operation of the Golf Course, regardless of whether such injury, loss or damage is caused by negligence; or whether there is a change in the Operation of the Golf Course or a change in the intensity of the Operation of the Golf Course from any prior times, and each Owner covenants and acknowledges by acceptance of a deed to a Lot (a) that such Owner will not bring any action or suit against Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride nor Vantage to recover any damages, or to seek injunctive or other equitable relief from any of them with respect thereto, and (b) to release, indemnify, defend, and hold harmless Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride and Vantage against any such injury, loss or damage, and reasonable attorneys' fees, including loss or damage arising from any claims made by any family member of Owner, or Owner's invitees or guests, or any other third party claim instituted against Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride, and/or Vantage, and any third party claim instituted by a golfer at the Golf Course against whom a claim has been made by Owner, or Owner's family members, invitees or guests and who seeks redress from Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride and/or Vantage on account thereof.

8. Waiver of Subrogation. In the event of loss, injury or damage resulting from the Operation of the Golf Course, Owners and invitees and guests of Owner shall look solely to the Owner or the Owner's homeowner's insurance, and Owner hereby waives any right of subrogation of any claim of Owner's insurer against Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride and Vantage for loss, injury or damage resulting from Operation of the Golf Course, and Owner hereby does, for itself and its insurers, waive all such claims against Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride and Vantage.

9. Miscellaneous.

9.1 Superior to Mortgages. This Supplement shall be superior to any mortgage concerning any portion of the Additional Property.

9.2 No Rights to Third Parties. The provisions of this Supplement are for the exclusive benefit of the parties, their successors and assigns, and not for the benefit of any third

party. This Supplement shall not be deemed to have conferred any rights upon any third person unless specifically set forth herein.

9.3 Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

9.4 Invalid Provisions. If any provision of this Supplement shall to any extent be invalid or unenforceable, the remainder of this Supplement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Supplement, unless specifically conditioned upon such invalid or enforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

9.5 Governing Law. This Supplement shall be construed and governed in accordance with the laws of the State of Missouri.

9.6 Covenant Running with Land. It is intended that the restrictions as set forth in this Supplement, shall be construed as covenants and not as conditions, and that, to the fullest extent legally possible, all such covenants shall run with the land or constitute equitable servitudes as between the parcel of the respective covenantor, as the servient tenement, and the parcel of the respective covenantee, as the dominant tenement.

9.7 Relation of Parties. Neither anything in this Supplement nor any acts of the parties hereto shall be deemed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties, and no provisions of this Supplement are intended to create and constitute any person a third party beneficiary hereof.

9.8 Amendment.

9.8.1 By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Supplement for any purpose. Thereafter, Declarant may unilaterally amend this Supplement if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on the Lots; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Lot without the Owner's written consent.

9.8.2 By Owners. Except as provided above and otherwise specifically provided herein, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the Owners of the Additional Property, the written consent of the Association acting upon resolution of its Board of Directors, and, so long

as Declarant has an option to subject additional property to the Declaration pursuant to Section 9.1 of the Declaration, Declarant's consent. No amendment shall be inconsistent with the Declaration.

9.8.3 Additional Consent. Notwithstanding the foregoing, in no event may Section 5 through and including 8 of this Supplement be modified, amended or terminated, in whole or in part, without the written consent of Winghaven MA, Winghaven ROA, Winghaven Residential, McWing, McBride, and Vantage.

9.8.4 Withdrawing Property. Notwithstanding the above, but subject to the additional consent under Section 9.8.3 above, no amendment adopted pursuant to this Supplement shall be effective to withdraw the Additional Property from the provisions of the Declaration unless also approved by Voting Members representing 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for actions to be taken under that clause. To be effective, any amendment must be recorded.

9.8.5 Owner Consent. If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

9.8.6 Declarant's Rights. No amendment may remove, revoke, or modify any right or privilege of Declarant without its written consent or the written consent of Declarant's assignage of such right or privilege.

9.9 Conflict. Section 5 through and including Section 8 of this Supplement shall supplement Section 11.7 of the Declaration and Sections 3(d), (e), and (f) of the Master Declaration. In the event of a conflict between this Supplement and the Master Declaration, this Supplement shall control.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplement on the 27th day of April, 2004.

WINGHAVEN RESIDENTIAL, L.L.C., a Missouri limited liability company

By: McBride & Son Winghaven, Inc., a Missouri corporation, Managing Member

By: _____
Name: James R. Piper, Sr.
Title: Vice President

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

On this 27th day of April, 2004, before me personally appeared James R. Piper, Sr., to me personally known, who, being by me duly sworn, did say that he is the Vice President of McBride & Son Winghaven, Inc., a Missouri corporation and Managing Member of Winghaven Residential, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, by authority of its members; and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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

_____
Notary Public

My commission expires: _____

TERESA R TOMASELLA
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP DEC. 26,2006

EXHIBIT A

Bayhill Village Plat Two

Lots 34 through 45 and 49 through 60 as recorded in Plat Book 41, Page 7 in the St. Charles County, Missouri Recorder of Deeds office.

AMDREST
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L-D
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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:MKIMBLE $109.00

Double Sided Pages

Recorder of Deeds Certificate
St. Charles County Missouri

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a $25.00 non-standard fee pursuant to RSMo 59.310.3. This is the first page of your document—DO NOT REMOVE.

ST. CHARLES COUNTY

Barbara J. Hall
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

STONE LEYTON & GERSHMAN
CALL SETH 636-293-1880

1. **Name of Document:** EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

2. **Date of Document:** June 3, 2015

3. **Grantor Names:** Winghaven Residential Owner's Association, Inc.
O'Fallon Land Investors, L.L.C.

4. **Grantee Names:** O'Fallon Land Investors, L.L.C.
Winghaven Residential Owner's Association, Inc.

5. **Grantors' Mailing Address:**

Grantees' Mailing Address:
c/o O'Fallon Land Investors, L.L.C.
1001 Boardwalk Springs, Suite 10
O'Fallon, Missouri 63368
Attn: President

6. **Legal Description:** See Attachment 1 and Exhibits A-1, A-2, B, B-2A and B-3A attached

7. **Reference Book and Page:**

- Book 2012, Page 1562 -- Declaration of Covenants, Conditions and Restrictions for WingHaven (the "Declaration")
- Book 2237, Page 1510 (First Amendment to Declaration)
- Book 2252, Page 712 (Second Amendment to Declaration)
- Book 2300, Page 1115 (Third Amendment to Declaration)
- Book 2436, Page 371 (Fourth Amendment to Declaration)
- Book 2480, Page 1589 (Fifth Amendment to Declaration)
- Book 3462, Page 1053 (Sixth Amendment to Declaration)
- Book 3716, Page 1518 (Seventh Amendment to Declaration)

20150609000368150 3/23
Bk:DE6369 Pg:1848

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINGHAVEN is made this 3 day of June, 2015 by and between O'Fallon Land Investors, L.L.C., a Missouri limited liability company ("OLI"); and Winghaven Residential Owner's Association, Inc., a Missouri nonprofit corporation ("Winghaven Residential Association").

WITNESSETH:

WHEREAS, a certain instrument entitled **Declaration of Covenants, Conditions and Restrictions for WingHaven** was recorded on December 24, 1997 in Book 2012, Page 1562 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and subsequently amended by (i) a certain **First Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on April 19, 1999 in Book 2237, Page 1510 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (ii) a certain **Second Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on May 18, 1999 in Book 2252, Page 712 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (iii) a certain **Third Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on September 1, 1999 in Book 2300, Page 1115 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (iv) a certain **Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on August 31, 2000 in Book 2436, Page 371 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (v) a certain **Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven** (the "Fifth Amendment"), recorded on December 27, 2000 in Book 2480, Page 1589 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, (vi) a certain **Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on June 13, 2003 in Book 3462, Page 1053 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and (vii) a certain **Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for WingHaven**, recorded on November 14, 2003 in Book 3716, Page 1518 in the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri (said Declaration, as so amended, is hereinafter referred to as the "Declaration"), covering that certain real property described on Exhibits A-1 and A-2 attached to the Declaration (copies of which Exhibits are attached hereto as Exhibits A-1 and A-2) and on Exhibits 1 and 2 attached to the Fifth Amendment (copies of which Exhibits are attached hereto as Exhibit B) (said real property is hereinafter collectively referred to as the "Property"); and

WHEREAS, under the terms of the Declaration, OLI is the assignee of and successor to the rights of McEagle-O'Fallon, L.C. as the Commercial Class Member, pursuant to that certain Assignment of Rights dated as of August 30, 1999, and recorded in Book 2302 Page 1086 of the

official records of the Office of the Recorder of Deeds of St. Charles County, Missouri and is authorized to execute this Amendment on behalf of the Commercial Class Membership; and

WHEREAS, the Board of Directors of WingHaven Residential Association is the Residential Class Member and is authorized to execute this Amendment on behalf of the Residential Class Membership; and

WHEREAS, Novus Campus, L.L.C., a Delaware limited liability company ("Novus"), was the sole Novus Class Member (as the assignee of and successor to the rights of Novus Property Holdings, L.L.C. as the Novus Class Member, pursuant to that certain Assignment of Rights dated as of December 4, 1998, and recorded in Book 2235, Page 1517 of the official records of the Office of the Recorder of Deeds of St. Charles County, Missouri), but has withdrawn as Novus Class Member and has waived any further rights of the Novus Class Member under the Declaration; and

WHEREAS, accordingly, OLI and Winghaven Residential Association are the parties authorized to amend the Declaration as provided in Article XIII, Section 2 of the Declaration; and

WHEREAS, the aforesaid withdrawal of the Novus Class Member has created a possibility of a deadlock in voting and decision making under the Declaration in the event of a disagreement between the Commercial Class Membership and the Residential Class Membership, and/or between the Director appointed by the Commercial Class Membership and the Director appointed by the Residential Class Membership; and

WHEREAS, OLI, and Winghaven Residential Association desire and intend to amend the Declaration pursuant to said authority, all as more particularly set forth hereinafter.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Declaration.

B. Amendments.

1. The Master Development Plan, attached to the Declaration as Exhibit Z, is hereby amended by reclassifying the real property described and depicted on **Schedule 1**, attached hereto and made a part hereof (the "Schedule 1 Property"), from Land Use Classification "*HTCD-PUD*" to Land Use Classification "*MUTD-PUD*". Further, said Schedule 1 Property shall continue to be classified and governed as part of the "Commercial Areas", notwithstanding anything to the contrary set forth in the Declaration. Said Exhibit Z to the Declaration is hereby amended accordingly, consistent with the foregoing terms of this Section B.1, and Sheet 1 of Exhibit Z (denominated as "*Existing Land Use Classifications*") is hereby replaced by **Schedule 1A** attached hereto (denominated as "*Existing Land Use Classifications -- Revised Sheet 1*").

C. Miscellaneous.

1. This Amendment shall be effective upon the date of its Recording in the official records of the Office of Recorder of Deeds, St. Charles County, Missouri.

2. The Declaration, as expressly amended hereby, is hereby ratified, confirmed and approved in all respects.

3. This Amendment 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 parties hereto may not have signed the same counterparts.

4. This Amendment shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Residential Class Membership, the Commercial Class Membership, the Master Association, any and all Ancillary Associations and all Owners and their respective successors-in-interest, as the case may be.

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

[Signatures appear on following pages]

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O'FALLON LAND INVESTORS, L.L.C.

By: _____
Paul J. McKee, Jr., Managing Member

STATE OF MISSOURI)
) SS.
COUNTY OF St Charles)

On this 3 day of June, 2015, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Managing Member of O'Fallon Land Investors, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company, and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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

Karen Bahr
Notary Public

My Commission Expires: 8/6/16

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KAREN BAHR
My Commission Expires
August 6, 2016
St. Charles County
Commission #12377011

20150609000368150 7/23
Bk:DE6369 Pg:1852

WINGHAVEN RESIDENTIAL OWNERS ASSOCIATION, INC.

By: Dale Kling
Dale Kling, President

STATE OF MISSOURI)
) SS.
COUNTY OF St Charles)

On this 3 day of June, 2015, before me appeared Dale Kling, to me personally known, who being by me duly sworn, did say that he is the President of Winghaven Residential Owners Association, Inc., a Missouri non-profit corporation, and that said instrument was signed in behalf of said corporation in behalf of said corporation, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

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

Karen Bahr
Notary Public

My Commission Expires: 8/6/2016

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KAREN BAHR
My Commission Expires
August 6, 2016
St. Charles County
Commission #12377011

(c4753a eighth amendment winghaven declaration ccr.doc)

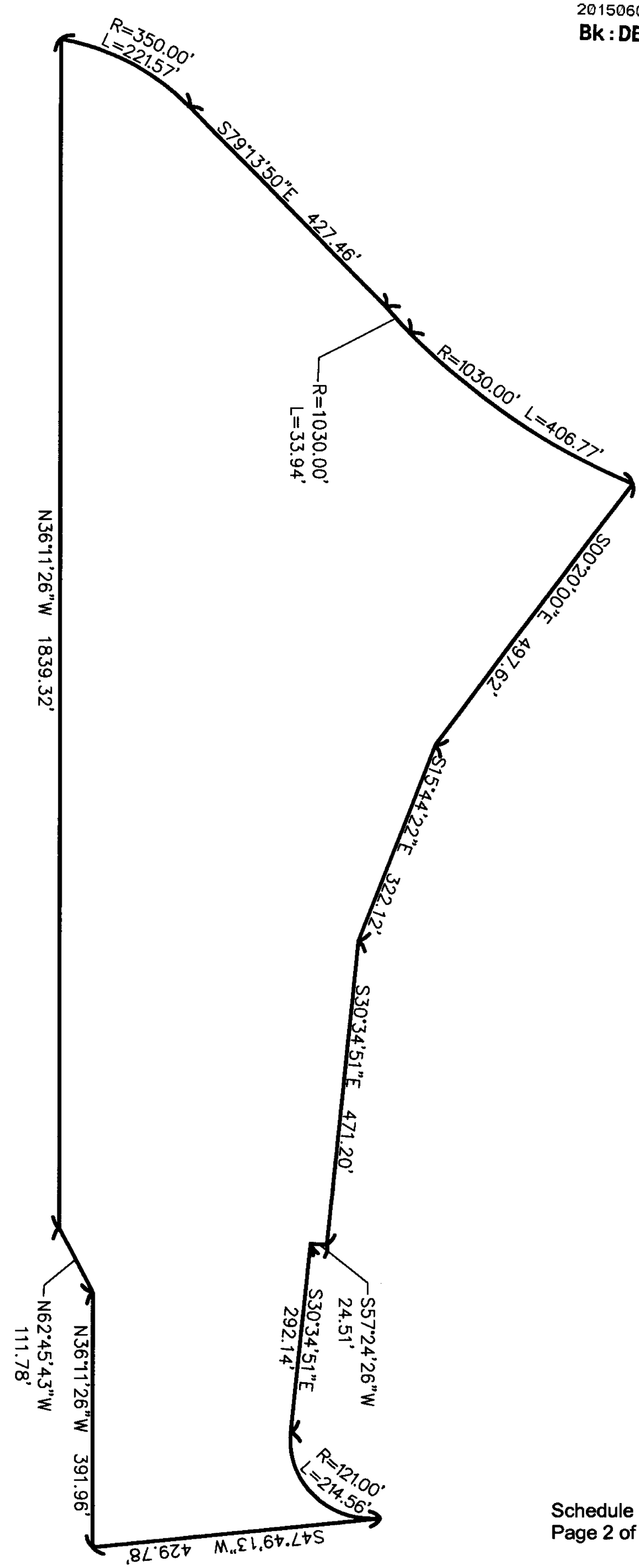
SCHEDULE 1

Legal Description and Depiction of Schedule 1 Property

LAND DESCRIPTION
24.45 ACRES
BAX PROJECT NO. 14-16403
February 06, 2015

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 3 East of the Fifth Principal Meridian, City of O'Fallon, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the intersection of the West line of the "Enclave at Winghaven Apartments", a subdivision according to the plat recorded in Plat Book 37, Pages 93-94 of the St. Charles County Records with the South right-of-way line of Phoenix Parkway, variable width; thence along the said West line of the "Enclave at Winghaven Apartments", the following courses and distances, South 00 degrees 20 minutes 00 seconds East 497.62 feet; South 15 degrees 44 minutes 22 seconds East 322.12 feet; South 30 degrees 34 minutes 51 seconds East 471.20 feet; South 57 degrees 24 minutes 26 seconds West 24.51 feet; South 30 degrees 34 minutes 51 seconds East, 292.14 feet; and along a curve to the left whose chord bears South 81 degrees 22 minutes 49 seconds East, 187.53 feet and whose radius point bears North 59 degrees 25 minutes 08 seconds East 121.00 feet from the last mentioned point an arc distance of 214.56 feet; thence Southwestwardly leaving said Southwest line of "The Enclave at Winghaven Apartments", South 47 degrees 49 minutes 13 seconds West 492.78' to a point on the East right-of-way line of the North Outer Road of Missouri State Highway 40-64, said point being 138.50 feet perpendicularly distant northeast of centerline station 370+41.96; thence along the said North Outer Road of Missouri State Highway 40-64, North 36 degrees 11 minutes 26 seconds West 391.96 feet to a point being 138.50 feet perpendicularly distant northeast of centerline station 366+50.00; thence North 62 degrees 45 minutes 43 seconds West 111.78 feet to a point being 88.66 feet perpendicularly distant Northeast of centerline station 365+50.03; thence continuing along the said North Outer Road of Missouri State Highway 40-64, North 36 degrees 11 minutes 26 seconds West 1839.32 feet to a point being 88.50 feet perpendicularly distant North of centerline station 347+10.71, said point also being on the aforementioned South right-of-way line of Phoenix Parkway; thence along the said South right-of-way line of Phoenix Parkway, the following courses and distances, along a curve to the right whose chord bears North 82 degrees 31 minutes 07 seconds East 217.89 feet and whose radius point bears South 25 degrees 37 minutes 02 seconds East 350.00 feet from the last mentioned point, an arc distance of 221.57 feet; South 79 degrees 13 minutes 50 seconds East 427.46 feet; and along a curve to the left whose chord bears South 89 degrees 16 minutes 54 seconds East 456.06 feet and whose radius point bears North 13 degrees 30 minutes 32 seconds East 1030.00 feet from the last mentioned point, an arc distance of 459.87 feet to the Point of Beginning, containing 24.45 acres.



Schedule 1
Page 2 of 2

SCHEDULE 1A

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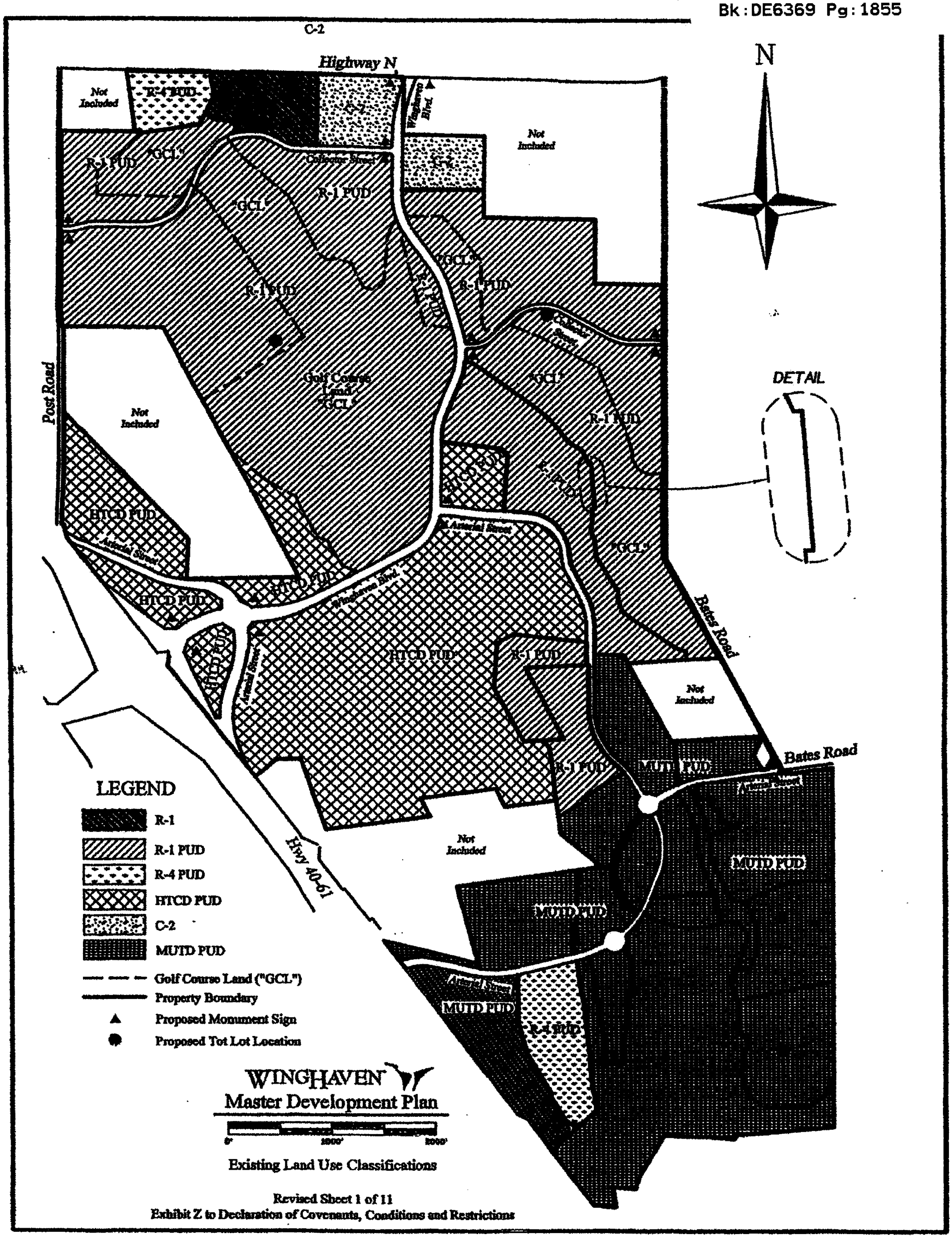

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EXHIBIT A-1

LEGAL DESCRIPTION OF NOVUS PROPERTY

(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.

EXHIBIT A-2

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°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°40'45" West a distance of 763.51 feet to a point; thence South 88°10'05" West a distance of 237.09 feet to a point; thence South 47°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°19'58" West a distance of 799.18 feet to a point; thence North 52°39'35" East a distance of 5.00 feet to a point; thence North 37°20'25" West a distance of 110.00 feet to a point; thence South 52°39'35" West a distance of 5.00 feet to a point; thence North 37°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°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°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.

EXHIBIT B
TO EIGHTH AMENDMENT

(From Exhibit 1 to Fifth Amendment)

DESCRIPTION
(17.47 ACRES)
("Valley View" Parcel 1)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of Lot 7 of said Valley View Subdivision and being the southwest corner of Lot 17 of the corrected plat of Martel Subdivision, as recorded in Plat Book 8, Page 24 of the said St. Charles County, Missouri Records and being a point on the eastern line of North Hampton Woods, as recorded in Plat Book 34, Page 70 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said North Hampton Woods along the southern line of the corrected plat of Martel Subdivision and the northern line of Valley View Subdivision North 81°54'35" East a distance of 1216.73 feet to a point marking the northwesternmost corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 825 of the said St. Charles County Missouri, Records, and being the northeast corner of said Valley View Subdivision; thence leaving the southern line of the corrected plat of Martel Subdivision along the eastern line of Valley View Subdivision and a western line of the said Winghaven Land Investors, L.L.C. property South 04°18'39" West a distance of 500.98 feet to a point marking the northeast corner of property now or formerly of Public Water Supply District No. 2, as recorded in Book 1722, Page 1431 of the said St. Charles County, Missouri Records and being the southeast corner of Lot 18 of said Valley View Subdivision; thence leaving the western line of said Winghaven Land Investors, L.L.C. property along the northern line of said Public Water Supply District No. 2 property and the southern line of said Lot 18 South 81°58'29" West a distance of 233.23 feet to a point on the eastern right-of-way line of Kieth Drive (40' wide); thence leaving the southern line of said Lot 18 along said right-of-way line, along a non-tangent curve to the right, having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears South 81°58'29" West a chord distance of 40.00 feet to a point on the western right-of-way line of said Kieth Drive and being the southeast corner of Lot 19 of said Valley View Subdivision; thence leaving said right-of-way line along the southern line of Lot 19 and continuing along the northern line of said Public Water Supply District No. 2 property South 81°58'29" West a distance of 231.77 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of said Lot 19; thence leaving said corner along the western line of said Public Water Supply District No. 2 and along the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision South 24°06'49" East a distance of 351.21 feet to a point on the northern line of said Winghaven Land Investors, L.L.C. property and being the southern line of said Valley View Subdivision and being the southern right-of-way line of Ira Drive (40' wide); thence along the northern line of said Winghaven Land Investors, L.L.C. property and the southern right-of-way line of said Ira Drive South 78°52'06" West a distance of 607.27 feet to a point marking the southwest corner of said Valley View Subdivision; thence along the western line of said Valley View Subdivision and the eastern line of said North Hampton Woods North 14°22'58" West a distance of 863.71 feet back to the POINT OF BEGINNING and containing 761,003 square feet or 17.47 acres more or less.

DESCRIPTION
(3.07 ACRES)
("Valley View" Parcel 2)

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 2 East, St. Charles County, Missouri and being part of Valley View Subdivision as recorded in Plat Book 6, Page 87 of the St. Charles County, Missouri Records, and being more particularly described as follows:

BEGINNING at the southeast corner of said Valley View Subdivision and being a point on the western line of property now or formerly of McEagle-O'Fallon, L.C., as recorded in Book 1965, Page 290 of the said St. Charles County, Missouri Records and being the southeast corner of the aforementioned Public Water Supply District No. 2 property; thence along the northern line of said McEagle-O'Fallon, L.C. property and the southern line of said Valley View Subdivision and the southern line of said Public Water Supply District No. 2 property South 78°52'06" West a distance of 338.38 feet to a point; thence leaving the southern line of said Valley View Subdivision and the northern line of said McEagle-O'Fallon, L.C. property along the western line of said Public Water Supply District No. 2 property and the eastern line of Lots 27, 28 and 29 of said Valley View Subdivision North 24°06'49" West a distance of 351.21 feet to a point marking the northwest corner of said Public Water Supply District No. 2 property and being the southwest corner of Lot 19 of said Valley View Subdivision; thence along the southern line of said Lot 19 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 231.77 feet to a point on the western right-of-way line of Keith Drive (40' wide); thence leaving the southern line of said Lot 19 along said right-of-way line along a non-tangent curve to the left having a radius of 40.00 feet, an arc distance of 209.44 feet, a chord of which bears North 81°58'29" East a chord distance of 40.00 feet to a point on the eastern right-of-way line of said Keith Drive and being the southwest corner of Lot 18 of said Valley View Subdivision; thence leaving said right-of-way line and along the southern line of said Lot 18 and the northern line of said Public Water Supply District No. 2 property North 81°58'29" East a distance of 233.23 feet to a point on the eastern line of said Valley View Subdivision and being a point on the western line of said McEagle-O'Fallon, L.C. property and being the northeast corner of said Public Water Supply District No. 2 property, thence leaving said corner along the eastern line of said Valley View Subdivision and the western line of said McEagle-O'Fallon, L.C. property and the eastern line of said Public Water Supply District No. 2 property South 04°18'39" West a distance of 326.66 feet back to the POINT OF BEGINNING and containing 133,598 square feet or 3.07 acres more or less.

DESCRIPTION
"A PARCEL"
24.24 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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line North 14°35'03" West a distance of 64.82 feet to a point; thence North 85°02'56" West a distance of 18.17 feet to a point marking the southwest corner of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 2249, Page 705 of the St. Charles County, Missouri Records; thence leaving said right-of-way line along the western line of said Novus Property Holdings, L.L.C. property the following courses: North 02°05'27" East a distance of 735.35 feet to a point; thence North 00°07'38" East a distance of 439.58 feet to a point; thence southeastwardly along the southwestern line of Post Meadows Plat One, as recorded in Plat Book 34, Page 333 through Page 336 of the St. Charles County, Missouri Records and the western line of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records South 42°33'16" East a distance of 1793.22 feet to a point marking the northwest corner of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 of the said St. Charles County, Missouri Records; thence along the western line of Wilbanks property South 02°31'15" West a distance of 417.40 feet back to the POINT OF BEGINNING and containing 1,055,789 square feet or 24.24 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL D-1
4.37 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 northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet. an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of-way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 554.49 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along a curve to the left having a radius of 1000.33 feet, an arc distance of 133.07 feet, a chord of which bears South 78°25'48" East a chord distance of 132.97 feet to a point; thence South 82°08'45" East a distance of 234.02 feet to a point; thence South 56°33'08" East a distance of 164.27 feet to a point; thence South 02°29'27" West a distance of 93.75 feet to a point on a curve; thence along a curve to the left having a radius of 838.90 feet, an arc distance of 279.93 feet, a chord of which bears South 69°21'23" West a chord distance of 278.63 feet to a point; thence South 71°16'39" West a distance of 53.02 feet to a point on a curve; thence along a curve to the left having a radius of 847.94 feet, an arc distance of 51.88 feet, a chord of which bears South 55°33'31" West a chord distance of 51.87 feet to a point; thence South 53°48'22" West a distance of 109.40 feet to a point; thence North 89°27'20" West a distance of 119.35 feet to a point; thence North 51°11'38" West a distance of 150.31 feet to a point; thence North 24°40'44" East a distance of 290.42 feet to a point; thence North 33°48'22" East a distance of 111.70 feet back to the POINT OF BEGINNING and containing 190,279 square feet or 4.37 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL B
1.39 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 southeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2302, Page 1092 of the St. Charles County, Missouri Records and being a point on the existing right-of-way line of the property now or formerly of the State of Missouri; thence leaving said corner along the southern line of said Winghaven Land Investors, L.L.C. property and along said right-of-way line South 88°04'25" West a distance of 41.66 feet to a point marking the southwest corner of said property; thence along the western line of said Winghaven Land Investors, L.L.C. property and along said existing right-of-way and along the western line of property now or formerly of Novus Property Holdings, L.L.C., as recorded in Book 1953, Page 436 of the said St. Charles County, Missouri Records the following courses: North 24°11'38" West a distance of 755.48 feet to a point; thence North 15°30'34" East a distance of 44.64 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing North 15°30'34" East a distance of 81.99 feet to a point; thence North 53°48'22" East a distance of 99.21 feet to a point of curvature; thence along a curve to the right, having a radius of 693.76 feet, an arc distance of 302.26 feet, a chord of which bears North 65°27'56" East a chord distance of 299.87 feet to a point; thence South 54°41'02" East a distance of 11.62 feet to a point; thence South 01°09'35" East a distance of 203.72 feet to a point; thence South 82°24'58" West a distance of 391.81 feet back to the POINT OF BEGINNING and containing 60,384 square feet or 1.39 acres more or less.

DESCRIPTION
WINGHAVEN LAND INVESTORS, L.L.C.
PART OF TOWN CENTER PARCEL C
0.03 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 said Fractional Section 13 and being a point on the western line of U.S. Survey 1669; thence leaving the eastern line of said U.S. Survey 1669, along the northern line of said Fractional Section 13 South 88°52'12" West a distance of 751.32 feet to a point marking the northeast corner of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 816 of the said St. Charles County, Missouri Records and being the POINT OF BEGINNING of the herein described tract of land; thence leaving said northern line of Fractional Section 13 along the western line of property now or formerly of Novus Properties Holdings, L.L.C., as recorded in Book 1953, Page 436 of said St. Charles County, Missouri Records and the eastern line of said Winghaven Land Investors, L.L.C. property South 01°09'35" East a distance of 35.71 feet to a point; thence along a curve to the left, having a radius of 360.55 feet, an arc length of 99.15 feet, the chord of which bears North 69°59'04" West a chord distance of 98.83 feet to a point; thence along said southern line North 88°50'00" East a distance of 92.16 feet to the POINT OF BEGINNING and containing 1,421 square feet or 0.03 acres more or less.

(From Exhibit 2 to Fifth Amendment)

DESCRIPTION
McEAGLE WINGHAVEN NORTH, L.C.
PART OF TOWN CENTER PARCEL D-1
2.91 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 Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point marking the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along and the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.24 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence continuing along the eastern right-of way line of U.S. Highway 40-61 South 36°11'43" East a distance of 586.85 feet to a point on the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13; thence leaving the eastern line of said U.S. Highway 40-61, along the southern line of said Fractional Section 12 and the northern line of said Fractional Section 13 North 88°50'00" East a distance of 12.02 feet to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said line North 88°50'00" East a distance of 542.47 feet to a point on the southern line of property now or formerly of the State of Missouri; thence along said line, along a curve to the left having a radius of 998.93 feet, an arc distance of 119.58 feet, a chord of which bears South 73°00'47" East a chord distance of 119.51 feet to a point thence leaving said line South 33°48'22" West a distance of 111.70 feet to a point; thence South 24°40'44" West a distance of 290.42 feet to a point; thence North 51°11'38" West a distance of 607.29 feet back to the POINT OF BEGINNING and containing 126,688 square feet or 2.91 acres more or less.

DESCRIPTION
TOWN CENTER
PARCEL D-2
2.15 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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the northeastern corner of said Fractional Section 13 and the southeastern corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669, along the southern line of said L.A.D. Properties, L.L.C. and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 South 88°52'12" West a distance of 1096.39 feet to a point; thence continuing along the extension of the southern line of said L.A.D. Properties, L.L.C. property and said Wilbanks property South 88°49'09" West a distance of 24.53 feet to a point on the northern line of property now or formerly of the State of Missouri; thence leaving said northern line, along said proposed right-of-way line, along a curve to the right having a radius of 908.47 feet, an arc distance of 109.67 feet, a chord of which bears North 81°53'59" West a chord distance of 109.60 feet to a point of compound curvature; thence along a curve to the right having a radius of 910.93 feet, an arc distance of 188.07 feet, a chord of which bears North 70°31'40" West a chord distance of 187.74 feet to a point; thence North 64°36'47" West a distance of 427.84 feet to a point; thence North 68°02'48" West a distance of 200.36 feet to a point; thence North 64°36'47" West a distance of 171.42 feet to a point of curvature; thence along a curve to the right having a radius of 922.93 feet, an arc distance of 175.54 feet, a chord of which bears North 59°09'51" West a chord distance of 175.28 feet to a point on the eastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line South 14°35'03" East a distance of 75.01 feet to a point; thence South 36°11 '43" East a distance of 233.52 feet to the POINT OF BEGINNING of the herein described tract of land; thence leaving the eastern right-of-way line of said U.S. Highway 40-61, along the property now or formerly of the State of Missouri the following courses: North 53°48'34" East a distance of 100.03 feet to a point; thence South 61°48'21" East a distance of 245.03 feet to a point; thence South 64°36'47" East a distance of 427.84 feet to a point of curvature; thence along a curve to the left having a radius of 998.93 feet, an arc distance of 11.73 feet, a chord of which bears South 64°56'58" East a chord distance of 11.73 feet to a point; thence leaving said property now or formerly of the State of Missouri, South 88°49'09" West a distance of 506.95 feet to a point on the eastern right-of-way line of said U.S. Highway 40-61; thence along said right-of-way line North 36°11'43" West a distance of 316.66 feet back to the POINT OF BEGINNING and containing 93,460 square feet or 2.15 acres more or less.

EXHIBIT B-2A
(McEagle Winghaven North, L.C. Property)

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:

COMMENCING at a point marking the northeast corner of Fractional Section 13 and the southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669 and being the southeast corner of property now or formerly of McEagle-O'Fallon, L.C., as recorded in Book 2112, Page 1391 of the St. Charles County, Missouri Records; thence leaving the northeast corner of said Fractional Section 13 and the southeast corner of said Fractional Section 12, along the eastern line of said U.S. Survey 1669 North 26°46'16" East a distance of 33.25 feet to a point marking the northeast of said McEagle-O'Fallon, L.C. property and being the southeast corner of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri Records; thence leaving the eastern line of said U.S. Survey 1669 along the northern line of said McEagle-O'Fallon, L.C. property and the southern line of said L.A.D. Properties, L.L.C. property and the southern line of property now or formerly of Wilbanks, as recorded in Book 639, Page 788 and the southern line of property now or formerly of McEagle Winghaven North, L.C., as recorded in Book 2111, Page 687 and the southern line of property now or formerly of Winghaven Land Investors, L.L.C., as recorded in Book 2282, Page 821 of the said St. Charles County, Missouri Records South 88°52'12" West a distance of 1096.39 feet to a point; thence South 88°49'09" West a distance of 337.20 feet to the POINT OF BEGINNING of the herein described tract of land; thence leaving the northern line of said McEagle-O'Fallon, L.C. property along the southern line of a proposed right-of-way, along a curve to the left, having a radius of 998.93 feet, an arc distance of 74.93 feet, a chord of which bears South 67°26'05" East a chord distance of 74.93 feet to a point on the southern line of said McEagle-O'Fallon, L.C. property; thence leaving said proposed right-of-way line, along said southern line South 88°50'00" West a distance of 554.49 feet to a point on the northeastern right-of-way line of U.S. Highway 40-61; thence along said right-of-way line North 36°11'43" West a distance of 36.67 feet to a point marking the northwest corner of said McEagle-O'Fallon, L.C. property; thence leaving said existing right-of-way line, along the northern line of said property North 88°49'09" East a distance of 506.95 feet back to the POINT OF BEGINNING.

Said property is also described as:

A tract of land being located at the south line of Fractional Section 12, Township 46 North, Range 2 East in St. Charles County, Missouri as acquired by the Missouri Highways and Transportation Commission by condemnation petition Cause No. CV199-6161CC and described as:

Beginning at a point located along the north right-of-way line of Route 40-61, 166.21 feet left of station 296+98.35 of the centerline of Route 40/61. Thence North 88 degrees 52' 12" East a distance of 506.86 feet to a point. Thence along a non-tangent curve with radius 998.93 feet a distance of 74.44 feet whose chord bears South 67 degrees 22' 53" East a distance of 74.42 feet. Thence South 88 degrees 52' 12" West a distance of 553.94 feet to a point in the north right of way line of Route 40-61. Thence along said right of way line North 36 degrees 11' 26" West a distance of 36.61 feet to the point of beginning, containing 0.36 acre, more or less.

EXHIBIT B-3A
(Former TRiSTAR Wing, L.L.C. Property)

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 marking the northeast corner of Fractional Section 13 and a southeast corner of said Fractional Section 12 and being a point on the western line of U.S. Survey 1669; thence leaving the western line of said U.S. Survey 1669; along the northern line of said Fractional Section 13 and the southern line of said Fractional Section 12, South $88^0$52'12" a distance of 751.32 feet to a point; thence leaving said common Fractional Section line North $1^0$9'35" West a distance of 30.00 feet to a point on the southern line of property now or formerly of L.A.D. Properties, L.L.C., as recorded in Book 1859, Page 1399 of the said St. Charles County, Missouri records; thence along said southern line North $88^0$52'12" East a distance of 736.92 feet to a point on the western line of said U.S. Survey 1669; thence along the western line of said U.S. Survey 1669 South $26^0$46'16" East a distance of 33.25 feet back to the POINT OF BEGINNING and containing 22,323 square feet or 0.51 acres more or less.