

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

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

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

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

4.3.4 Maintain complete and accurate records of all actions taken.

## ARTICLE V

### RESTRICTIVE COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### EASEMENTS

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

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

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

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

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

## ARTICLE VII

### REQUIREMENTS OF ST. LOUIS COUNTY, MISSOURI

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

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

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

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

7.4 Ordinance Compliance. Notwithstanding any other provisions contained in this Declaration, the Board of Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes, shall not be limited to the annual assessment provided for herein.

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

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

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

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

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

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

## ARTICLE VIII

### GENERAL PROVISIONS

8.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition granted by this Declaration shall not constitute a waiver of the right of the Association or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or to any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such remedy from exercising such other remedies as may be granted to such party by this Declaration, at law, or in equity.

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

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

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

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

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

**8.6 Federal Housing Administration/Veterans Administration Approval.** Following the first conveyance of a Lot to an Owner, other than a Developer, until such time as the Class A membership in the Association shall be converted to Class C membership as provided in Section 2.2.1, the following

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

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

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

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

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

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

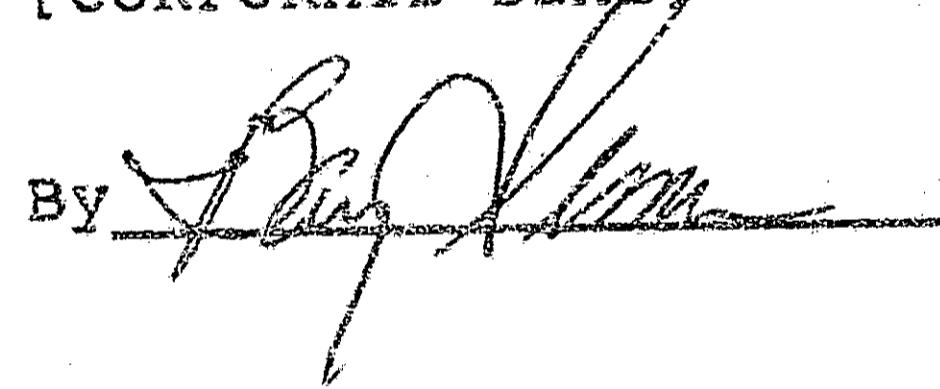
DECLARANT:

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

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

ATTEST:

[CORPORATE SEAL]

By 

By   
Benton E. Taylor, Chairman

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

On this 21<sup>st</sup> day of July, 1986, personally appeared before me, a notary public in and for the County and State aforesaid, Benton E. Taylor, whose identity is well known (or satisfactorily proven) to me, and being by me duly sworn, did acknowledge before me under oath that he is the Chairman of TAYLOR-MORLEY-SIMON, INC., a Missouri corporation, a general

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

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

Lietta B. Haenel  
Notary Public

My commission expires:

June 2, 1989

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

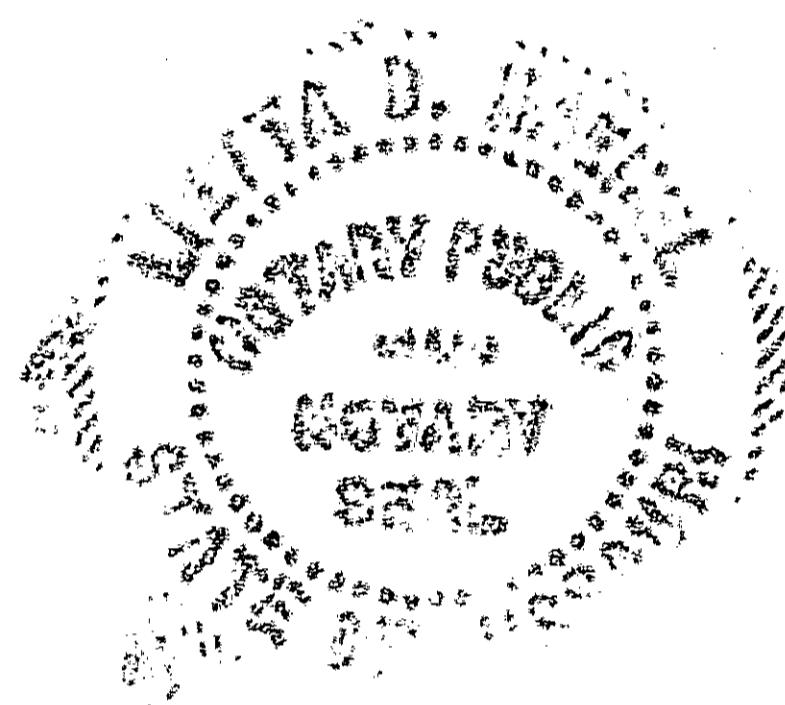


EXHIBIT A TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGE OF OAK PARK

LEGAL DESCRIPTION

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

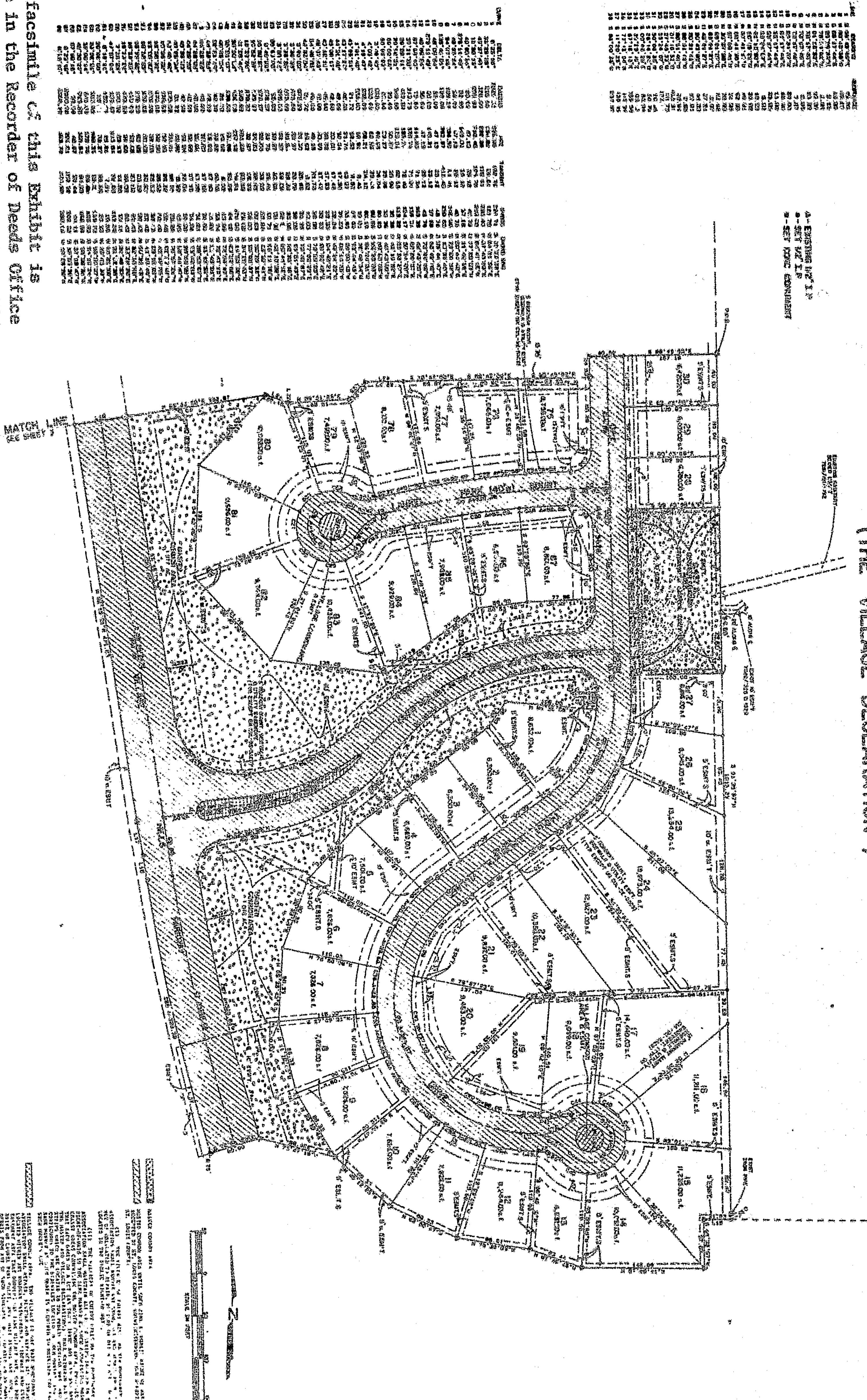
Commencing at the Northeast corner of the Northeast quarter of said Section 12; thence North 86 degrees 41 minutes 59 seconds West along the Northerly line of said Section 12 a distance of 1013.38 feet to a point on the Westerly line of a tract of land now or formerly conveyed to Mildred Kroenlein White, trustee for Richard Lee White, as recorded in Deed Book 5830, Page 443; thence South 01 degrees 35 minutes 57 seconds West along the Westerly line of said White tract 340.90 feet to the Point of Beginning of the herein described tract; thence South 01 degrees 35 minutes 57 seconds West, continuing along the Westerly line of said White tract 1015.23 feet to the Southwest corner of said White tract; thence departing said White tract North 87 degrees 08 minutes 41 seconds West 31.53 feet; thence South 01 degrees 35 minutes 57 seconds West 57.67 feet; thence North 87 degrees 08 minutes 41 seconds West 142.00 feet; thence North 67 degrees 45 minutes 45 seconds West 63.44 feet; thence North 78 degrees 30 minutes 03 seconds West 85.51 feet; thence North 62 degrees 08 minutes 47 seconds West 86.33 feet; thence North 45 degrees 12 minutes 25 seconds West 86.33 feet; thence North 73 degrees 47 minutes 15 seconds West 89.42 feet; thence South 75 degrees 21 minutes 23 seconds West 60.00 feet to a point of curvature to the right, for which the radius point bears North 75 degrees 21 minutes 23 seconds West 2250.00 feet; thence in a Northwesterly direction along said curve an arc distance of 329.39 feet to the point of tangency; thence North 06 degrees 15 minutes 21 seconds West 29.62 feet; thence North 07 degrees 41 minutes 17 seconds West 40.01 feet; thence North 06 degrees 15 minutes 21 seconds West 561.00 feet; thence South 83 degrees 44 minutes 39 seconds West 12.00 feet; thence North 06 degrees 15 minutes 21 seconds West 106.48 feet to a point of curvature to the right, said curve having a radius of 670.50 feet; thence along said curve an arc distance of 150.25 feet to a point of compound curvature to the right, said curve having a radius of 502.94 feet; thence along said curve an arc distance of 185.72 feet to the point of tangency; thence North 27 degrees 44 minutes 28 seconds East 61.37 feet to a point of curvature to the right, said curve having a radius of 658.00 feet; thence along said curve an arc distance of 419.50 feet to a point of reverse curvature to the left, said curve having a radius of 243.00 feet; thence along said curve an arc distance of 272.98 feet to a point of compound curvature to the left, said curve having a radius of 546.62 feet; thence along said curve an arc distance of 46.12 feet to a point of compound curvature to the left, said curve having a radius of 100.00 feet; thence along said curve an arc distance of 120.24 feet to a point of compound curvature to the left, said curve having a radius of 65.00 feet;

**EXHIBIT A continued**

thence along said curve an arc distance of 38.63 feet to a point on the curve; thence departing said curve North 17 degrees 52 minutes 06 seconds West 6.00 feet; thence South 72 degrees 07 minutes 54 seconds West 527.01 feet to a point on the Easterly line of a tract of land now or formerly conveyed to Lawrence W. Cardwell, Jr., as recorded in Book 5407, Page 554; thence North 01 degrees 10 minutes, 38 seconds along the Easterly line of said Cardwell tract 5.29 feet to a point on the Southerly line of Old Manchester Road, 60 feet wide; thence North 72 degrees 07 minutes 54 seconds East along the Southerly line of said Old Manchester Road 954.81 feet to the North Easterly corner of the above said White tract; thence departing said Old Manchester Road South 01 degrees 16 minutes 52 seconds West along the Westerly line of said White tract 506.89 feet; thence departing the Westerly line of said White tract South 74 degrees 29 minutes 29 seconds East 70.94 feet; thence North 64 degrees 10 minutes 58 seconds East 119.42 feet; thence North 29 degrees 44 minutes 18 seconds East 88.41 feet; thence North 33 degrees 39 minutes 12 seconds West 60.47 feet to a point of curvature to the right, for which the radius point bears North 33 degrees 29 minutes 12 seconds West 317.00 feet; thence along said curve in a Southeasterly direction an arc distance of 43.83 feet to a point of reverse curvature to the left, said curve having a radius of 602.00 feet; thence along said curve an arc distance of 741.00 feet to the point of tangency; thence South 06 degrees 15 minutes 21 seconds East 180.03 feet; thence North 83 degrees 44 minutes 39 seconds East 162.87 feet; thence South 68 degrees 01 minutes 27 seconds East 26.18 feet; thence North 88 degrees 21 minutes 23 seconds East 69.51 feet; thence North 46 degrees 01 minutes 27 seconds East 27.21 feet; thence South 88 degrees 43 minutes 08 seconds East 260.00 feet; thence North 01 degrees 16 minutes 52 seconds East 24.53 feet; thence South 88 degrees 43 minutes 08 seconds East 147.16 feet to the Point of Beginning.

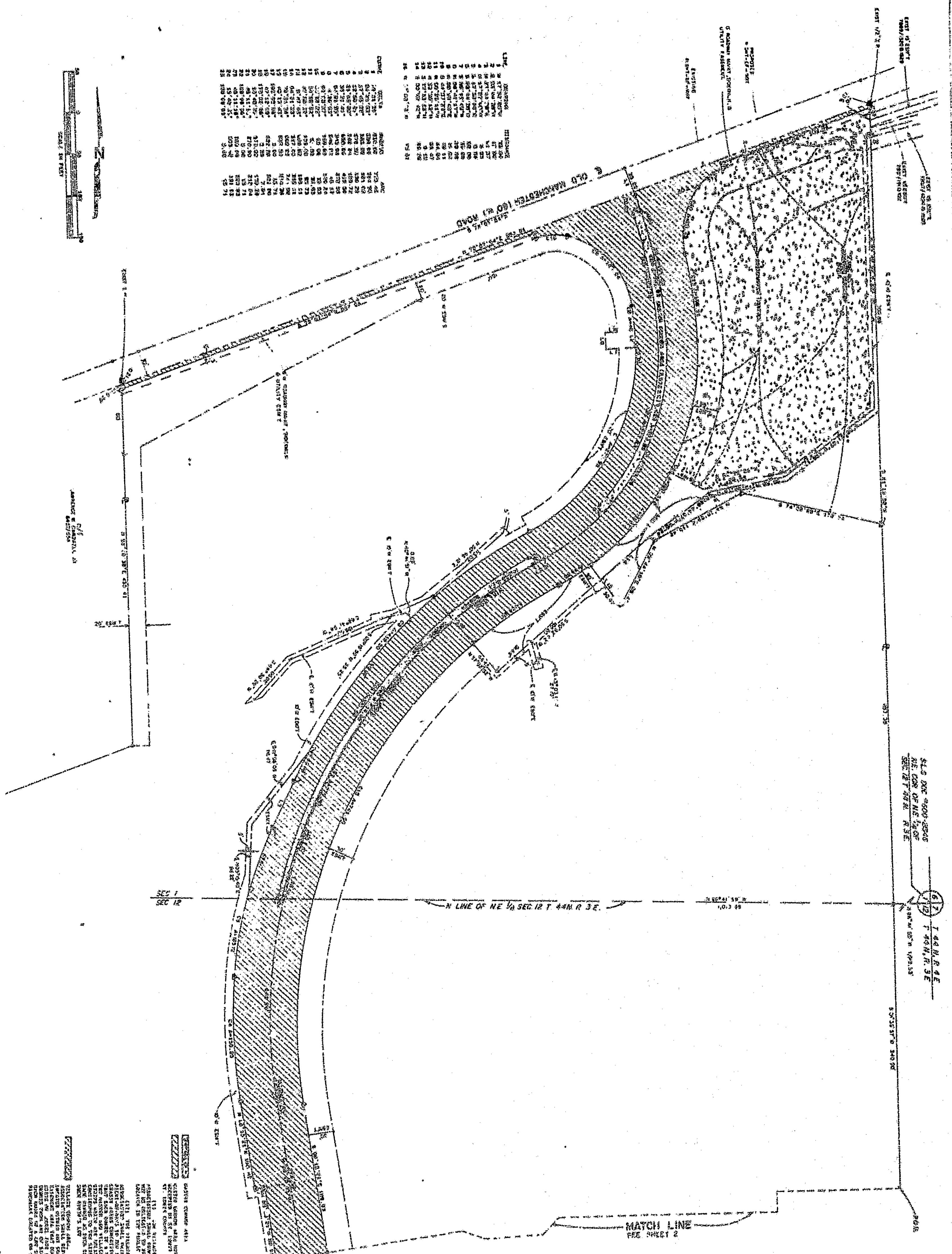
**EXHIBIT B TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
THE VILLAGE OF OAK PARK**

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



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EXHIBIT B continued



500A 7950 PAGE 3000

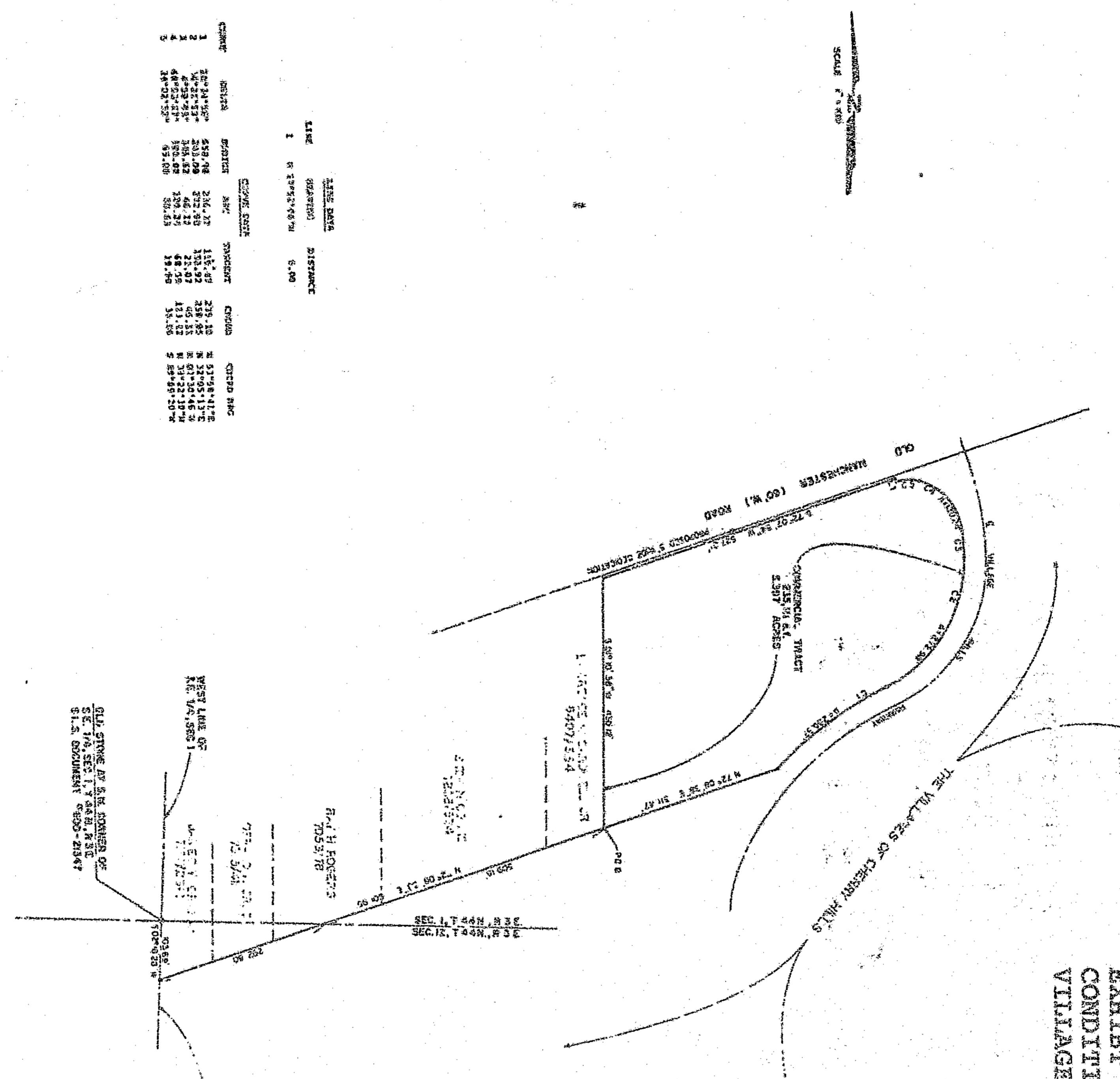
**EXHIBIT C(1) TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGE OF OAK PARK**

**LEGAL DESCRIPTION  
THE VILLAGES OF CHERRY HILLS  
COMMERCIAL TRACT**

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

Commencing at the Southwest corner of the Southeast quarter of said Section 1, said point being on the West line of a tract of land now or formerly conveyed to James W. Graham, as recorded in Deed Book 7157, Page 2390, of the St. Louis County Records; thence South 02 degrees 18 minutes 28 seconds West along the West line of said Graham tract and the West line of the Northeast quarter of Section 12, Township 44 North, Range 3 East, a distance of 105.69 feet; thence North 72 degrees 08 minutes 38 seconds East along the Southerly line of said Graham tract and the Southerly line of tracts conveyed to Gerald H. Grus, Book 7395, Page 411, and Ray H. Rogers, Book 7053, Page 78, a distance of 292.80 feet to a point on the South line of the Southeast quarter of said Section 1, said point being on the Southerly line of said Rogers tract; thence continuing along the last said course and the Southerly line of said Rogers tract and the Southerly line of tracts conveyed to Stop & Go, Inc., Book 7238, Page 524, and Lawrence W. Cardwell, Jr., Book 6407, Page 554, a distance of 509.15 feet to the Southeast corner of said Cardwell's tract, said point also being the Point of Beginning of the herein described tract of land; thence North 72 degrees 08 minutes 38 seconds East 311.47 feet to a point on a curve to the right, for which the radius point bears South 46 degrees 18 minutes 47 seconds East 658.00 feet; thence along said curve an arc distance of 236.37 feet to a point of reverse curvature to the left, said curve having a radius of 243.00 feet; thence along said curve an arc distance of 272.98 feet to a point of compound curvature to the left, said curve having a radius of 546.62 feet; thence along said curve an arc distance of 46.12 feet to a point of compound curvature to the left, said curve having a radius of 100.00 feet; thence along said curve an arc distance of 120.24 feet to a point of compound curvature to the left, said curve having a radius of 65.00 feet; thence along said curve an arc distance of 38.63 feet; thence departing said curve North 17 degrees 52 minutes 06 seconds West 6.00 feet to a point on the Southerly line of Old Manchester (proposed 5 feet wide dedication) Road, said point being a perpendicular distance of 35.00 feet from the existing centerline of said Old Manchester Road; thence South 72 degrees 07 minutes 54 seconds West along the proposed 5 feet wide dedication of said Old Manchester Road a distance of 527.01 feet to a point on the East line of the aforementioned Cardwell tract; thence South 01 degrees 10 minutes 38 seconds West along the East line of said Cardwell tract 430.12 feet to the Point of Beginning and containing 235,111 Square Feet, more or less, or 5.397 Acres, more or less.

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



THE VILLAGES OF CHERRY HILLS

THE VILLAGES OF CHERRY HILLS

CONSULTING ENGINEERS

THE VILLAGES OF CHERRY HILLS  
DEVELOPMENT COMPANY  
A MISSOURI GENERAL PARTNERSHIP

THE VILLAGES OF CHERRY HILLS  
P.R.U. COMMERCIAL TRACT

*ALL STREETS ARE 30 FEET WIDE  
EXCEPT 10 FEET WIDE AT THE  
S.E. 1/4, SEC. 1, AND 10 FEET  
S.W. DOCUMENT SHEET 21487*

JOHN MCKEEON, P.E.

KIRK COOPER, P.M.S.C.

10/16/01 EXP 2012

END OF DOCUMENT

600-7335041-1002