

DECLARATION OF RESTRICTIONS

for

GRAYHAWK FARMS SUBDIVISION

WHEREAS, the undersigned, **EPIC PREMIUM FINANCE CORP.**, a Missouri corporation, is the Owner and Developer of a certain parcel of land located in the County of St. Louis, State of Missouri, to-wit:

A tract of land in U.S. Survey 1897, Township 43 North, Range 3 East, in St. Louis County, Missouri, being part of Lot 8 of the Subdivision of Louis Courtois Tract, also being part of a larger tract described to Sophie C. Rademacher by deed recorded in Deed Book 6709 Page 857 of the St. Louis County Records and described as follows: Beginning at the intersection of the South line of Sheerin Road, 45 feet wide, and the West line of said tract described to Sophie G. Rademacher by Deed recorded in Deed Book 6709 Page 857; thence along the South line of Sheerin Road, 45 feet wide and 30 feet wide, the following: South 87 degrees 05 minutes 00 seconds East 105.18 feet, North 72 degrees 40 minutes 00 seconds East 247.22 feet, North 60 degrees 57 minutes 00 seconds East 674.36 feet to a point at which Sheerin Road is 30 feet wide; thence leaving said road line, South 29 degrees 54 minutes 51 seconds East 975.33 feet to the South line of said tract of land described to Sophie G. Rademacher by Deed recorded in Deed Book 6709 Page 857; thence along the South lien of said Rademacher tract, South 60 degrees 22 minutes 01 second West 1014.91 feet to the West line of said Rademacher tract; thence along said West line, North 29 degrees 20 minutes 21 seconds West 1091.45 feet to the point of beginning, containing 23.031 acres, more or less.

The above described real estate is also known as Grayhawk Farms Subdivision, as per plat of record in Plat Book 348, Page 588-589 of the St. Louis County Recorder of Deeds office.

And

WHEREAS, the aforesaid real estate has been subdivided and recorded by plat filed in Plat Book 348, Pages 588-589 of the Office of the Recorder of Deeds of St. Louis County, Missouri, on September 15, 2000, and that additional subdivisions and plats will be filed in

the future; and

WHEREAS, the Developer is now developing the said property into an outstanding residential subdivision and it is the desire of the Developer to provide for the creation and maintenance of a first-class residential district and to provide for the necessary means to accomplish said purpose.

NOW, THEREFORE, in consideration of these premises, the Owner hereby covenants and agrees to the following and does hereby establish the following terms, conditions, provisions and restrictions, which shall be binding upon the aforesaid real estate, and all past and future plats thereof, for the term set forth hereinafter, and to which all Grantees hereby accept and agree to be bound:

1. **RESUBDIVISION**: No lot shall at any time be resubdivided into a parcel of less than three (3) acres.

2. **LAND USE AND BUILDING TYPE**: All lots shall be used for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and compatible appurtenant structures.

3. **ARCHITECTURAL CONTROL**: No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until materials, floor plans, color scheme and location, and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the Architectural Control Committee hereinafter provided for; and a copy of such plans, as finally approved, are lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion, for aesthetic or other reasons. In so passing upon such plans or specifications, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, and the site upon which it is proposed to erect the same, and to consider the harmony thereof with the surrounding buildings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

All residences shall adhere to the following size restrictions: ranch home, 1800 sq. ft. on main level, 2-story home, a minimum of 1,200 sq. ft. on each level, and one and a half story homes, a minimum of 1,800 sq. ft. on main level and 2,400 sq. ft. total, unless approved by the Architectural Control Committee. Earth-contact homes and split level homes shall not be allowed under any circumstances. Also, a minimum of a two car garage must be attached

to the residence.

All buildings and dwellings erected or placed in said subdivision shall be constructed with brick, stone or siding. No tar paper, galvanized metal or composition siding representing brick or stone shall be used as siding. Detached storage buildings or barns shall have the same exterior composition as does the main residence. The front line of all residential construction shall have one or more offsets and/or one or more roof line changes or other features to create and keep a unique character and style of each home. Rafters shall have a minimum of 4 to 1 pitch.

No fence or wall shall be erected, placed or altered on any lot nearer to the street than the rear exterior wall of the residence unless similarly approved. Fuel storage tanks must be buried or located in the basement.

4. **SET BACK LINES:** All setback lines shall be in accordance with the plat as recorded, no building or structures shall be erected on same.

5. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and/or as referenced on the recorded plat of said subdivision. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change direction of the flow of water through drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. **ROAD EASEMENTS:** Easements for streets and drives are reserved as shown on the recorded plat of said subdivision. Said easements shall be for the use and benefit of all lots in said subdivision, for the use of the property owners that adjoin the subdivision and as hereinafter provided. The Owner/Developer hereby reserves in perpetuity the right of ingress and egress over and across all of said easements and further reserves the right to grant the right of ingress and egress to others for the use and benefit of other contiguous properties, either across easements shown on the plat or across additional easements granted through lots then owned by the Owner/Developer. If the Owner/Developer does grant such rights in favor of such other contiguous properties, then such use by others shall be subject to the requirement that such other shall contribute to the maintenance of said streets in equivalent to current assessments. Unless and until the Owner/Developer shall have granted such rights to others by written instrument duly recorded, no other contiguous properties shall have any rights over and across said streets

even though such properties may abut easements as shown by the plat.

7. **VEHICLE PARKING:** Under no circumstances shall trucks within the classification of tractors or trailers be parked on any street or lot in the subdivision except for purposes of delivery, construction and/or repair work to buildings and grounds within the subdivision. No automobile overhauling shall be permitted within the subdivision. No disabled or abandoned truck, automobile or conveyance shall be permitted to stand outside a building beyond a reasonable length of time not to exceed forty-eight (48) hours, without special permission of the Architectural Control Committee.

Boats campers, motor homes and other mobile equipment shall be screened from view of adjoining properties or stored in an enclosed structure compatible with the main residence on the lot, with approval of the Architectural Control Committee.

8. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot in the Subdivision, nor shall anything be done there which may be or may become an annoyance or nuisance to the neighborhood. No vehicles which are not licensed for operation on the highways of the State shall be permitted to use the streets in said subdivision. For example, no "dirt bikes", "all terrain vehicles" or "dune buggies" shall be permitted. Tractors or mowers shall be allowed.

9. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be permitted or used, either temporarily or permanently, for residential purposes. Construction of all residences and appurtenant outbuildings shall be completed promptly upon commencement and shall have all exterior work completed within six months of commencement of construction.

10. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, said restriction shall not be applicable to a sign used by the Owner/Developer to advertise the property during the construction and sales period.

11. **ANIMALS AND PETS:** No animals, livestock or poultry, of any kind, shall be raised, bred or kept on any lot, except for dogs, cats, household pets, and horses. A maximum of three (3) horses per lot will be allowed. All such animals shall be kept within enclosures to prevent them from running at large on other lots or shall be kept on a leash or chain. Any such enclosures shall be constructed in accordance with plans that have been approved by the Architectural Control Committee.

12. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. **WEEDS AND GRASS:** All weeds and grass on the lots shall be cut and mowed at frequent intervals and the same shall be kept in a clean and sanitary condition at all times. The Architectural Control Committee shall have the right to enter upon and mow any lot which, in its sole judgment, is not being kept in accordance with this restriction and to charge the individual lot owner with the cost thereof; any charges which remain unpaid for thirty (30) days after a statement showing the charges has been collectible and recordable in the same manner as any delinquent maintenance assessments. It is agreed controlled wildlife areas shall be exempt from mowing restrictions.

14. **WATER WELLS:** All private water wells shall be maintained in accordance with all applicable laws, ordinances and regulations.

15. **SEWER FACILITIES:** All private sewer facilities shall be constructed and maintained in accordance with all applicable laws, ordinances and regulations.

16. **SWIMMING POOLS:** All swimming pools located on any lot shall be securely enclosed by an adequate enclosure surrounding the pool area, sufficient to make such body of water inaccessible to small children, and such enclosures shall be constructed in accordance with the requirement of the BOCA Basic Building Code and all applicable St. Louis County building and zoning codes and regulations in effect at the time of such construction.

17. **FIREARMS:** The discharging of firearms in the subdivision is prohibited.

18. **HOME BUSINESS:** Any lot hereafter sold shall be used for residential purpose only, except as approved by the Architectural Control Committee.

19. **ARCHITECTURAL CONTROL COMMITTEE:** There is hereby established an Architectural Control Committee to function upon and have the following rights and duties:

- (a) Initial Committee: The initial Architectural Control Committee shall consist solely of Joseph B. Bosse or such other person designated by the Developer until such time that Developer sells all of the lots in the subdivision or resigns as the Architectural Control Committee.

Thereafter the following sub-paragraphs shall be applicable.

- (b) Composition and Procedure: The Architectural Control Committee consists of three (3) persons. The first Architectural Control Committee will be composed of such persons named to the Architectural Control Committee by the Owner/Developer. Said persons will serve as the Architectural Control Committee until the Owner/Developer shall designate a date for an election to be held for new members of the Architectural Control Committee as hereinafter provided.

At such time as designated, an election by the then lot owners in said subdivision shall be held to elect a full Committee. Ten (10) days previous notice in writing shall be mailed to each lot owner at his or her last known address, calling the election above provided for, to elect members to three, two and one year terms respectively, as members of said Committee, giving the place and time thereof.

On the anniversary date of each succeeding year thereafter, a like election shall be similarly called by the Architectural Control Committee and held to select a successor member of said Committee to the member whose term expires on the date of said election, and said newly elected member shall serve a term of three (3) years. At all such elections, each lot owner (including the Developer) shall be entitled to as many votes as the number of lots owned, and for each lot owned shall be entitled to vote for three (3) Committee members at the first election, and to vote for one (1) to replace the retiring member at elections held thereafter. In the event of the death or resignation of any member of the Committee (following the election provided for above), the remaining members shall designate and name a successor. No member shall be entitled to any compensation for the services performed pursuant to this covenant.

If in the event additional residential lots are created on subsequent plats of Grayhawk Subdivision, the owners of such additional lots shall be granted equal and identical voting rights and privileges as defined herein; however, the Architectural Control Committee is not to be increased beyond three (3) members regardless of the number of additional lots so created. At any election called for herein lot owners may vote in person or by written proxy filed with the Committee prior

to the meeting.

- (c) Authority: The Architectural Control Committee herein is authorized to enforce these restrictions either in law or in equity, but upon the failure or neglect of the Committee after reasonable time to take action, any lot owner may institute appropriate proceedings for the purpose.
- (d) Employment of Attorneys: The Committee shall have the right to employ counsel to enforce the covenants and restrictions herein contained and to defend themselves as members under the terms hereof.
- (e) Employment of Agents: The Committee shall have the right to employ such persons and make such expenditures as are necessary to maintain the subdivision in a first-class condition.

20. **MAINTENANCE OF STREETS AND COMMON AREAS:** As part of the consideration for the purchase of each lot, the purchasers thereof consent that the Architectural Control Committee defined herein shall have the right to make uniform assessments of up to Two Hundred and Fifty Dollars (\$250.00) per lot per year for the maintenance of streets and for snow removal. Assessments of more than \$250.00 per lot per year may be made upon vote of a majority of the then lot owners in person, or by proxy. Any Purchaser of multiple adjoining lots shall be assessed as one until such time as said Purchaser conveys a lot to a subsequent purchaser. Said assessments shall be made on January 1, 2001, and on each successive January 1 thereafter. The lot owners agree to pay such assessments to the Architectural Control Committee on or before ninety (90) days after said lot owner has received notice of the assessment. Such notice shall be deemed to have been duly received when it shall have been sent by ordinary mail addressed to the lot owner at his last known address. Should any lot owner fail to pay said assessment within the 90-day period referred to above, legal action may be instituted against such lot owner or a verified copy of the assessment statement may be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, and thereupon, the assessment was made, subordinate only to general taxes and deeds of trust of record. Such unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum until paid and should suit be instituted thereon, in addition to the amount of such assessment lien and interest, there shall be added all court costs and the Trustees' attorney's fees.

All moneys collected hereunder shall be held in trust by the Committee and shall be expended solely for the purposes mentioned in these restrictions. Nothing contained herein shall require that the full assessment shall be made each year or that lots retained by the Owner/Developer shall be subject to such assessments until sold.

Notwithstanding the foregoing, the Architectural Control Committee shall have complete discretion to contribute or not to contribute to the 30 foot roadway easement on the outer perimeter of Grayhawk Farms Subdivision.

21. **TERM:** These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants and restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years; provided, however, that at any time, a majority of the then owners of the lots may by an Instrument in writing agree to change said covenants and restriction in whole or in part, said Instrument to be recorded in the office of the Recorder of Deeds of St. Louis County. Each lot, though several may be held by the same persons or by the Developer, shall be counted to determine the majority of the lot owners.

22. **ROADWAY DAMAGE ESCROW DEPOSIT AGREEMENT:** Prior to the construction of any permanent structures and/or buildings on any of the lots, the lot owners shall be required to deposit into escrow with the Architectural Control Committee ("Committee") the sum of Seven Hundred Fifty Dollars (\$750.00) as a deposit against any future damage done to the roadways and/or utilities along the lot owner's road frontage as the result of said lot owners construction on the lot owner's lot and to enter into the Roadway Damage Escrow Deposit Agreement marked "Exhibit A" attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the Owner has caused this Instrument to be executed on this 12 day of January, 2001.

ATTEST

EPIC PREMIUM FINANCE CORP.



Debra L. Maubane

By: Joseph B. Bosse
JOSEPH B. BOSSE, President

STATE OF MISSOURI)
) SS.
COUNTY OF FRANKLIN)

On this 12 day of January, 2001, before me appeared **JOSEPH B. BOSSE**, to me personally known, who, being by me duly sworn, did say that he is the President of **EPIC PREMIUM FINANCE CORP.**, a Missouri corporation, and that the said instrument was signed on behalf of said corporation, by authority of its Board of Directors; and said **JOSEPH B. BOSSE** 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 last above written.


Notary Public


STATE OF MISSOURI, County of St. Louis, ss:

I, _____, Recorder of Deeds within and for said County, do hereby certify that the foregoing instrument was filed for record on the ____ day of _____, 2001, at _____ o'clock ____ .m. and duly recorded in Book _____, Page _____, on said date.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at my office in Clayton, Missouri.

Recorder of Deeds

By: _____
Deputy