

ESTATES AT MATTESON PARK

SUBDIVISION INDENTURES

5/1/03

DEED OF DEDICATION, RESTRICTION AND PROTECTIVE COVENANTS

FOR ESTATES AT MATTESON PARK A SUBDIVISION IN THE COUNTY OF ST. CHARLES, MISSOURI

Ron and Donna Matteson, owners of "Estates at Matteson Park", a subdivision in the County of St. Charles, as shown and designated on a plat of said subdivision in the Recorder's office of St. Charles County, Missouri, in Plat book ____, page ____, acknowledges that as owner of said subdivision, it hereby dedicated for perpetual public use streets and roadways and all surrounding and intersections thereof designated upon and as shown and indicated on the plat of said subdivision. The easements shown on said plat are hereby dedicated to the county of St. Charles, Missouri, it's successors and assigns, for the purpose of installing and maintaining public utilities, cable television lines, electric, gas, telephone, and for sewer and drainage purposes. The buildings lines as shown and indicated on the recorded plat of said subdivision are hereby established.

All lots in said subdivision shall be subject to the following restrictions and protective covenants to wit:

Be it known that Koch Rd. may flood from time to time during heavy rains and may temporarily affect access in and out of the subdivision.

A-1 Land Use And Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling together with an attached private garage for not less than four (4) motor vehicles.

- (a) Outbuildings must mimic the exterior of the home. The front of the outbuilding must be brick, rock or stone and have a minimum of a 12x12 pitch roof.
- (b) No carport used as a storage space shall be permitted on any lot.
- (c) No business activity, auction sale or activities commonly referred to as garage sales shall be permitted on any lot.
- (d) No radio towers, antennas, aerial, or any other similar devices or installations designed or used for the transmission of radio waves of signals from space shall be permitted upon any lot other than the usual and customary antenna, aerial or similar device usually and customarily known as a television receiver shall be installed within the attic only and not visible from the exterior.
- (e) No above ground swimming pools shall be permitted upon any lot. All pools must be approved by the Architectural Control Committee (A.C.C.)

A-2 Architectural Control Committee

- (a) No building, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the A.C.C. as to quality of workmanship and materials, harmony of external design with existing structures, and to location with respect to topography and finished grade elevation. Said building of structure shall be located at such place or places where, in the opinion of said committee the location and the architectural design of such proposed structure will not distract materially from the appearance and value of the other properties. Construction plans and specifications with elevations of lot corners, finish floor elevations and house location on the lot along with a complete set of prints with front, rear, and side elevations, shall be submitted to the A.C.C. at least thirty (30) days before construction of a building or fence is commenced.
- (b) No existing trees shall be removed without the approval of the A.C.C.

A-3 Dwelling Size

- (a) A dwelling of the design commonly referred to or known as a one story dwelling shall have a first floor area, exclusive of that portion encompassed within the attached garage, of not less than 3000 square feet. Such dwelling shall have a width, including an attached garage, upon the street which it fronts of not less than 70 lineal feet.
- (b) A dwelling of the design commonly referred to or known as one and a half story shall have a floor area above grade, exclusive of that portion encompassed within an attached garage of not less than 3000 square feet. Such a dwelling shall have a width upon the street which it fronts of not less than 70 lineal feet.
- (c) A dwelling of the design of more than one story shall have a first floor area exclusive of that portion encompassed within an attached garage on not less than 3000 square feet with a total of 4000 square feet. Such dwelling shall have a width upon the street which it fronts of not less than 70 lineal feet.
- (d) All garages to be side or rear entry approved by the A.C.C.

A-4 Dwelling Location

- (a) No dwelling, including an attached group, shall be located on any lot closer to the front line nor closer to the side street than the minimum building setback lines shown on the recorded plat.
- (b) No building, including an attached garage, shall be closer than 10 feet to an interior lot line.
- (c) For the purpose of the covenants contained in this paragraph, A-4, eaves, steps and open porches shall not be considered as part of the dwelling or the attached garage, provided, however, that this shall not be construed to permit any portion of a dwelling or attached garage on a lot to encroach on another lot.

A-5 Nuisances

- (a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-6 Signs

- (a) No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than eight square feet advertising the property for sale, or signs used by a building or developer to advertise the property during the construction and sales period. The Directors shall assess a fine of one hundred dollars a day until said sign is removed.

A-7 Livestock and Poultry

- (a) No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No dog, cat or other household pet shall be permitted by a lot owner to be off the lot of the owner unless on a leash controlled by some person physically able to prevent the dog, cat or other household pet from escaping.

A-8 Garbage and Refuse Disposal

- (a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers.

A-9 Sewage Disposal and Temporary Structures

- (a) All water and sewage from household uses shall be disposed of through the public sanitary system. No outside toilet or latrine shall be constructed on any lot in the subdivision and no structure of a temporary nature, house trailer, tent or shack shall be placed, erected or maintained upon any lot, except that any such structure customarily used by a builder may be erected or maintained by a builder during the construction period only. No basement erected or maintained upon any lot shall be used temporarily or permanently as a place of residence.

A-10 Sight Distance at Intersection

- (a) No fence, wall, hedge or shrub plant which obstructs sight lines at elevations between the roadways shall be placed or permitted on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a founded property corner from the intersection of the street property lines, extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-11 Building Materials

- (a) The outside exterior front walls of all structures shall be constructed with a minimum of 80% of the front elevation being covered with brick, stucco, rock or stone. The remaining portion of the outside exterior walls of all structures shall be constructed of either wood, wood fiber siding with textured surface at least 7/16" nominal thickness installed according to manufactures specific application instructions, brick, rock or stone sightly and of good workmanship, no 4x8 siding will be allowed, and if the exterior be of wood or wood fiber siding, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not be permitted without first having obtained written and recorded consent of the A.C.C., or it's successors. There must be a minimum 12x12 roof pitch. All outside exterior walls of any structures shall be completely finished within 120 days after the footing or foundation of any structure has been completed.
- (b) All exterior concrete foundation and concrete retaining walls shall be faced within one foot of the grade with materials listed in A-11 (a) as approved by the A.C.C..

A-12 Fuel Tanks

- (a) No fuel tank, bottle or container for the storage of fuel shall be erected, placed or permitted above the surface level of any lot.

A-13 Private Driveways

- (a) All private driveways leading from streets to any garage on any lot shall be paved with concrete, asphalt, or Roman Stone concrete pavers, installed and constructed according to generally accepted engineering principles and procedures.

A-14 Field Crops, Grasses and Weeds

- (a) No lot may be planted in field crops which an area covers more than 1200 square feet on any lot and shall only be in the rear of the lot. All grasses and weeds, which may grow upon any lot, shall be cut and trimmed by the owner thereof so as not to permit a greater height than eight inches. Landscape plans to be submitted with building plans to the A.C.C. prior to construction. All plans must be approved by the A.C.C..

A-15 Motor Vehicle Restrictions

- (a) No motor vehicles requiring what is commonly called a "commercial" license under the laws of the state of Missouri, or trailer, boat trailer, boat, camping truck or similar vehicles shall be parked on the streets of said subdivision for more than one hour between the hours of 5:00 p.m. of one day to 8:00 a.m. of the following day. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the state of Missouri, or trailer, boat trailer, boat, camping truck or any other similar vehicles, shall be parked or permitted to remain on any lot in said subdivision unless such vehicles are garaged in an enclosed garage.

A-16 Sporting Equipment

- (a) No basketball backboard, goal post, tetherball or other permanent sporting equipment shall be placed in a front yard between the dwelling and street upon which it faces, provided that this restriction shall not apply to the side yard of a corner lot which fronts upon a street.

A-17 Mailbox Posts

- (a) All mailbox post designs to be submitted prior to installation. All mailboxes to be either iron rail, brick, stucco, stone or rock column only and must conform to style of exterior elevation. All mailbox posts to be installed by builder prior to completion of home.

A-18 Porches – Patios

- (a) No front porches to be built with wood. Must use brick, rock or stone to match exterior. All steps on the front elevation are to be concrete, brick, rock or stone.

A-19 Exterior Colors

- (a) All exterior colors to be submitted to A.C.C. for approval. No two homes shall have the same colors within 4 lots of each other. All garage doors to be painted, stained or factory finished to match the exterior.

Part B – Architectural Control Committee

B-1 Membership

- (a) The Architectural Control Committee (A.C.C.) is composed of Ron and Donna Matteson, or their designates. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, Ron and Donna Matteson shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. After single-family residences have been constructed on one hundred percent of the lots within the subdivision, the Homeowners Association shall assume control of the subdivision.

B-2 Procedure

- (a) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

B-3 House Plans, Landscape Plans, Elevations, Etc.

- (a) All house plans, landscape plans, elevations, etc. to be submitted to A.C.C. for approval

Part C – General Provisions

C-1 Term

- (a) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods to ten (10) years unless an instrument signed by the owners of seventy-five percent (75%) of the lots has been recorded agreeing to change said covenants in whole or part. These covenants may be changed, in whole or part, at any time, if an instrument signed by the owners of seventy-five percent (75%) of the lots agreeing to any such change, has been recorded.

C-2 Enforcement

- (a) Any person or persons violating or attempting to violate any covenant restriction, condition or limitation contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damage therefore; any failure to enforce any covenant, condition, restriction or limitation contained herein shall not act as non constitute a waiver of any subsequent breach thereof.

C-3 Severability

- (a) Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

C-4 Subdivision Assessment Fee

- (b) Estates at Matteson Park is a privately owned subdivision. Therefore, there will be a property owner assessment fee each year to cover expenses for the subdivision lights, road maintenance and common areas in center of islands. The amount of the assessment fee will be determined on a yearly basis by the property owners.

STATE OF MISSOURI }
of St. Charles } ss.

On this 6th day of August in the year 2003,

before me, Jennifer E. Poeschel a Notary Public in and for said state,
personally appeared Ronald Matteson, known to me to be the person(s)
described in and who executed the foregoing beneficiary deed as Grantor(s), and acknowledged to me that he/she
executed the same as his/her/their free act and deed.

IN TESTIMONY OF WHEREOF, I set my hand and affixed my official seal in the City or County and
State aforesaid, on th day and year above written.

JENNIFER E. POESCHEL
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: June 17, 2006

Jennifer E Poeschel
Notary Public Signature
Jennifer E. Poeschel
Notary Printed Name

My term expires: June 17, 2006

STATE OF MISSOURI }
of } ss.

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before me, Jennifer E. Poeschel a Notary Public in and for said state,
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JENNIFER E. POESCHEL
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: June 17, 2006

Jennifer E Poeschel
Notary Public Signature
Jennifer E Poeschel
Notary Printed Name

My term expires: June 17, 2006