

BY: MDEMPSEY

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**DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS
FOR QUAIL RIDGE
ST. CHARLES COUNTY, MISSOURI**

THIS DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS FOR “QUAIL RIDGE” (the “Declaration”), made and entered into this 16th day of March, 2023, by and between QUAIL RIDGE LIQUIDATION, LLC, a Missouri limited liability company, hereinafter referred to as the “Grantor” and the QUAIL RIDGE PROPERTY OWNERS’ ASSOCIATION, a Missouri nonprofit corporation, hereinafter referred to as the “Association” or, for purposes of recording the Declaration in the St. Charles County Records, the “Grantee.”

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of real property (the “Property”) located in St. Charles County, Missouri, legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantor has or will cause the Property to be subdivided under the name “Quail Ridge” (hereinafter referred to as the “Subdivision”), and has caused or will cause a record plat of the Subdivision to be recorded in the St. Charles County Records; and

WHEREAS, the Association’s execution of the Declaration is meant to indicate its consent to the imposition of the terms and conditions of the Declaration and its acceptance of its responsibilities under the Declaration with respect to the Subdivision; and

WHEREAS, there has been or will be designated, established and recited on the plat of the Subdivision certain easements which are for the use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of the Declaration to protect the Property against certain uses; and

WHEREAS, nothing in the Declaration shall be deemed to authorize anything in violation of the applicable codes and zoning ordinances of St. Charles County, Missouri; and

WHEREAS, all reservations, limitations, conditions, easements, covenants and restrictions herein contained are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, all of the Property shall be held, sold and conveyed subject to the Declaration, which Declaration shall run with the land and be binding on all Owners; and in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby acknowledged,

the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any of the lots and parcels of land in the Subdivision, all as hereinafter set forth:

ARTICLE I DEFINITION OF TERMS

The following terms when used in the Declaration (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Committee" is defined in Article VII of the Declaration.
2. "Articles" means the Articles of Incorporation of the Association.
3. "Association" means the Quail Ridge Property Owners' Association, a Missouri nonprofit corporation, and its successors and assigns.
4. "Board" or "Directors" means the Board of Directors of the Association.
5. "Bylaws" means the document governing the internal operation of the Association.
6. "County" means St. Charles County, Missouri.
7. "Declaration" means this Declaration of Easements, Covenants and Conditions for "Quail Ridge", St. Charles County, Missouri, as from time to time amended.
8. "Dwelling" means any structure constructed upon a Lot in the Subdivision designed and intended for residential use.
9. "Grantor" means Quail Ridge Liquidation, LLC, a Missouri limited liability company, its successors and assigns.
10. "Lot" means any plot of land, with the exception of designated easements, shown on the recorded subdivision plat of the Property.
11. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.
12. "Period of Grantor Control" means the period during which the Grantor has reserved to itself the rights described in Article II, which period terminates no later than sixty (60) days after conveyance of the last Grantor-owned Lot to an Owner. The end of the Period of Grantor Control shall be evidenced by the filing of a certificate with the Association, the form of which is attached as hereto as Exhibit B and incorporated herein by reference.

13. “Property” means the real property described on Exhibit A.

ARTICLE II
GRANTOR’S RESERVATION OF RIGHTS

1. Reservations by Grantor. Notwithstanding any provision of the Declaration to the contrary, during the Period of Grantor Control, the Grantor reserves the following rights, powers, and exceptions regarding the Subdivision and the terms and provisions of the Declaration:

- a. Additional Property. To add additional real property to the Subdivision by reference in a recorded plat, which shall require only the recordation by Grantor, and which shall specifically subject the parcel or parcels to the Declaration; provided that the additional property shall be contiguous to the Subdivision.
- b. Signs. To erect such promotional signs as Grantor shall determine necessary, in its sole discretion, on any part of the Subdivision. Any such promotional sign may be of a type, size, and character as Grantor solely shall determine suitable to advertise the availability of a Lot, or Lots, for sale.
- c. Temporary Structures. To place or install a temporary trailer or outbuilding for the purpose of a sales office, construction headquarters, or other purpose it deems necessary, on any Lot or Lots until the expiration of the Period of Grantor Control.
- d. Construction. To park and to allow its subcontractors to park trucks and stockpile and store materials on any Lot(s). Grantor’s construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until the expiration of the Period of Grantor Control.
- e. Building Line Setbacks. All front yard, rear yard, and side yard setbacks on each Lot are reserved for Grantor’s use to adjust the grading and drainage patterns of the Property.
- f. Liability for Assessments. So long as any Lot subject to the Declaration shall be owned by Grantor, such Lot shall not be subject to the provisions of Article IX, and Grantor shall not be subject to the requirements thereof and shall in no manner whatsoever be held responsible for the payment of any assessment hereunder.
- g. Management of the Association. To manage the Association until the end of the Period of Grantor Control, at which time an election pursuant to Article IV, Section 4 shall be held.

- h. Refunds. To receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, streetlights, roads, streets, recording fees, subdivision fees, subdivision development escrows, consultation fees, fiber lines or other conduits, facilities, or wires used for the transmission of internet services, or other fees, charges, and expenses incurred with respect to the Property.

2. End of Period of Grantor Control and Grantor's Reservation of Rights. Within thirty (30) days (whether before or after) of the end of the Period of Grantor Control, which is also the end of Grantor's reservation of rights, Grantor shall file the Certificate Regarding End of Period of Grantor Control, attached hereto as Exhibit B, in the Office of the Recorder of Deeds of St. Charles County, Missouri.

ARTICLE III THE ASSOCIATION

1. Creation of the Association. Grantor formed the Association as a nonprofit corporation under Chapter 355 of the Missouri Revised Statutes, which entity shall exercise all the rights, duties and powers, and privileges granted the Association under the terms of:

- a. the Declaration;
- b. the Articles of Incorporation; and
- c. the Bylaws.

2. Function of Association. The Association is responsible for management, maintenance, operation and control of the easements held by it and for enforcement of the Declaration.

3. Owners and Voting.

- a. Owners will attend an annual meeting of the Owners, at which the Owners will elect any new Directors.
- b. Whether at an annual meeting or a special meeting, Owners will have authority to:
 - i. present matters and adopt resolutions upon which the Owners shall compel the Board to act; and
 - ii. approve the initial Rules and Regulations and approve any amendments to the Articles or the Bylaws or the Rules and Regulations proposed by the Board or an Owner upon motion duly made and seconded.

4. Covenants. All Owners, residents, tenants, mortgagees, guests, and occupants of Lots shall comply with the Declaration. The acceptance of a deed, the exercise of any incident of ownership, the participation in a lease, the acceptance of a mortgage, or occupancy with respect to a Lot constitutes agreement that the provisions of the Declaration are accepted and ratified by such Owner, resident, tenant, mortgagee, guest, or occupant. All the provisions of the Declaration are covenants running with the land and shall bind any persons having at any time an interest or estate in such Lot.

ARTICLE IV DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF OWNERS

1. Board of Directors. To the extent not reserved to the Owners, the affairs of the Association shall be conducted by the Board of Directors and such Officers as the Directors may elect or appoint in accordance with the Articles and the Bylaws. Pursuant to the Articles, the Board shall initially consist of one (1) Director. After the expiration of the Period of Grantor Control, the Board shall consist of three (3) Directors. The Board may also appoint various committees.

2. Original Directors. The original member of the Board of Directors of the Association shall be B. Michael McMenamy (the "Original Director"), who shall serve in such capacity until his successors are elected or appointed as hereinafter provided. Should the Original Director or a successor Director appointed by Grantor resign before the expiration of the Period of Grantor Control, refuse to act, become disabled or die, Grantor shall have the power to appoint a successor Director who shall serve until his successor is elected by the Owners in the manner hereinafter provided.

3. Qualification of Directors. After the expiration of the Period of Grantor Control, only Owners or an officer or agent of a corporate Owner shall be Directors.

4. Election of Directors.

- a. At the first annual meeting of the Association after the end of the Period of Grantor Control, the Association shall elect the successor Board of the Association. Three (3) Board members shall be elected for staggered terms of three (3) years, two (2) years and one (1) year respectively. At the election, the candidate receiving the most votes shall serve the three (3) year term, the candidate receiving the second most votes shall serve the two (2) year term, and the candidate receiving the third most votes shall serve the one (1) year term.
- b. After the initial election of the three Owner Board members, future elections shall be held for a Board member at each annual meeting of the Association for a term of three (3) years upon the expiration of the term of each individual Board member, so that the term of one such Board member shall expire annually.
- c. The election shall be held in accordance with the procedures set forth in the Bylaws. Prior to each election of Directors, the Board shall prescribe the opening

date and the closing date of a reasonable filing period in which an Owner may submit his/her name as a candidate for the Board. The Board shall also establish such other rules as it deems appropriate to conduct the nomination and election of Directors in a fair, efficient and cost-effective manner. Nominations also may be permitted from the floor at any meeting at which such election is held.

- d. The candidate receiving the greatest number of votes shall be elected. In the case of a tie in the amount of votes a candidate receives, the sitting Directors shall cast votes to break the tie. If more than one Director position is up for election, the candidate receiving the most votes shall serve the longest remaining term and the candidate(s) receiving the second and third most votes shall serve the second and third shortest terms, respectively. Directors may be elected to serve any number of consecutive terms. There shall be no cumulative voting.

5. Removal of Directors.

- a. Any Director elected by the Owners may be removed, with or without cause, by a majority vote of the Owners. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Owners to fill the vacancy for the remainder of the term of such Director.
- b. If a Director sells his/her Lot, resigns, refuses to act, suffers a disability which significantly inhibits his/her ability to fulfill his/her duties, or dies, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Owners shall elect a successor for the remainder of the term.
- c. This Section shall not apply to Directors appointed by the Grantor.

6. Annual Meetings. The first meeting of the Owners of the Association shall be held within one year after the end of the Period of Grantor Control. Subsequent regular annual meetings may be set by the Board to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

7. Special Meetings. Special meetings of the Owners may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by (10%) of the Owners.

ARTICLE V ASSOCIATION'S DUTIES AND POWERS

In addition to the rights, powers, duties and authorities granted the Association elsewhere in the Declaration, the Association, acting by and through the Directors, shall have the following rights, powers, duties and authorities:

1. Acquisition and Disposition of Real Property. To acquire, receive, hold, convey, dispose of and administer real or personal property conveyed to the Association, in accordance with and pursuant to the provisions of the Declaration.

2. Easements. To grant easements on, across, under or over the easements conveyed to the Association. To exercise control over the easements (except for those easements which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance markers, and storm water drainage facilities including, but not limited to, natural creeks, waterways and detention basins ("Storm Water Facilities") as is necessary to maintain, repair, rebuild, supervise and assure the proper use thereof.

3. Maintenance of Entrance Monument. To maintain, improve and repair the entrance monument.

4. Maintenance of Storm Water Facilities. To maintain, improve and repair Storm Water Facilities. Further, as provided in Article IX, Section 2 of the Declaration, the Directors shall have authority to levy special assessments for the maintenance, improvement and repair of the Storm Water Facilities.

5. Dedication. To dedicate to public use any streets, Storm Water Facilities, sanitary sewer pipes or other improvements.

6. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in the Declaration, Articles, Bylaws and any Rules and Regulations adopted by the Directors. The power and authority herein granted to the Association is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of the Declaration, Articles, Bylaws or Rules and Regulations including, without limitation, the following:

- a. imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;
 - i. The fine shall be \$100.00 for the first violation of any provision of the Declaration, Articles, Bylaws or Rules and Regulations by an Owner, or his family, invitees or lessees, \$150.00 for the second violation and \$200.00 for the third and subsequent violations. The fine shall be doubled for every thirty (30) days a violation continues. The Board of Directors shall have the authority, by Resolution, to increase the amount of such fines.
 - ii. After discovering a potential violation of the Declaration, Articles, Bylaws or Rules and Regulations, the Board shall issue a written notice to the Owner, sent by first-class mail or hand delivery, setting forth the violation(s) and stating the applicable fine. The Owner shall be given ten (10) days to request a hearing in front of the Board. If no request for a

hearing is filed, the fine shall be due and payable on the tenth (10th) day after notice was given. If a hearing is requested, the Board may uphold, modify or eliminate the fine, and such action shall be final.

- b. suspending an Owner's right to vote at any meeting of the Owners;
- c. exercising self-help in any situation where there is an immediate threat to the health or safety of any Owner, invitee or lessee;
- d. requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot that is in violation of the Declaration and to restore the Lot to its previous condition. Upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remedy the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and
- e. bringing suit at law or in equity to enjoin any violation of the Declaration, to recover monetary damages, or both from any person or persons violating or attempting to violate any such covenants.

All remedies set forth in the Declaration shall be cumulative of any remedies available at law or in equity. In any action to enforce the Declaration, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, actual attorney's fees and all costs, fees and expenses, whether or not such costs, fees and expenses are recoverable or allowed as costs. Such fees and costs shall be proven and awarded by the court after the conclusion of the trial on all other issues. The Association shall also be entitled to actual attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment.

7. Vacant and Neglected Lots. To clean up rubbish and debris, cut grass in excess of twelve inches (12") and weeds, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots in the Subdivision, and to charge the Owners thereof with the expenses so incurred; provided, however, no Lots owned by Grantor on the Property shall be deemed "vacant" or "neglected" for purposes of this Section, and nothing herein contained shall abridge Grantor's rights under Article II of this Declaration. In exercising their authority under this Section 7, neither the Association nor the Directors or their respective agents or employees shall be deemed guilty or liable for trespass or for any damage or injury occasioned by or in the course of any such actions.

8. Plans and Specifications. To consider, approve or reject any and all plans and specifications for any and all buildings or structures and additions or exterior renovations thereto, fences, satellite dishes, playground equipment and other improvements proposed for construction, erection or installation on any Lot.

9. Insurance. To purchase and maintain in force such insurance as Directors may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Association, the Directors, the Owners, and their employees, agents or contractors

from claims for personal injuries and property damage arising from use of the easements or from any action authorized by the Declaration, the Articles, the Bylaws, or any Rules and Regulations adopted by the Directors.

10. Employment. In exercising the rights, powers and privileges granted and in discharging the duties imposed upon the Directors by the provisions of the Declaration, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as Directors.

11. Condemnation. If any public agency desires to acquire all or any part of the easements, the Directors are authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said easements.

12. Variances. To grant variances from the provisions of the Declaration where, in the sole discretion of the Directors, due cause therefore is demonstrated by an Owner.

ARTICLE VI EASEMENTS

1. Association's Easements.

- a. The Property shall be subject to a perpetual easement in gross in favor of the Association for ingress and egress to perform its obligations and duties as required by the Declaration. Should it be necessary to enter any Lot to repair or perform any maintenance or other duty of the Association under the Declaration, the employees, agents, contractors and subcontractors engaged by the Association shall have authority to do so upon presentation to the Owner of a work order or other directive from the Association.
- b. All easements and rights herein established for the benefit of the Association shall run with title to the Property and be binding on the Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE VII ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Establish Architectural Committee. From and after such time as a Lot becomes subject to assessment as provided in Article IX of the Declaration, no building, fence, wall, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis courts or other improvement shall be constructed, erected or installed on such Lot, nor shall any exterior addition, removal, change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or

device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors, or, if so appointed by the Directors in their sole discretion, by an Architectural Committee composed of three (3) or more representatives (reference herein to "Architectural Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time). Each application for review shall include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable, and such other information as the Architectural Committee may reasonably require. In reviewing each submission, the Architectural Committee may consider any factors it deems relevant including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations, and the Architectural Committee shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment.

2. Procedures for Architectural Review.

- a. Prior to commencing any action under Section 1 of this Article VII, an Owner must submit an application therefor to the Architectural Committee.
- b. The Architectural Committee shall make a determination on each application within sixty (60) days after receipt of a completed application and all required information, and may:
 - i. approve the application, with or without conditions;
 - ii. approve a portion of the application and disapprove other portions; or
 - iii. disapprove the application.
- c. In the event that the Architectural Committee fails to respond within the period specified above, approval shall be deemed given.
- d. If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Grantor or any aggrieved Owner.

3. Standards for Review.

- a. Approval of applications or plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications or plans.
- b. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Subdivision; they do not create any duty to any Owner. The Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Dwellings are of comparable quality, value, size, of similar design, or aesthetically appropriate.
- c. Neither Grantor, the Association, the Board or any committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Dwelling. The Architectural Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts.

4. Applications. The Architectural Committee may, by resolution, require all applications to be submitted in a specific format and delivered to a designated address. Any application that is not submitted or delivered in such manner shall not be deemed to be complete. Further, the Architectural Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

ARTICLE VIII STORM WATER FACILITIES

1. Association's Responsibility-Storm Water Facilities. Unless and until dedicated to a public agency, the Storm Water Facilities in the Subdivision shall be and remain private, and the Association shall be responsible for the maintenance, repair and replacement of all such Storm Water Facilities located in the Subdivision and servicing the Subdivision.

ARTICLE IX ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay any special assessments, from time to time fixed, levied and assessed in accordance with the provisions of

the Declaration. The special assessments levied hereunder together with interest thereon and costs of collection thereof shall be a charge on and continuing lien upon the Lot against which assessed. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

2. Special Assessments.

- a. If the Directors determine that it is necessary to make any expenditure requiring an assessment, they shall submit a written outline of the contemplated project and the amount of the assessment to the Owners. If such assessment is approved either by a majority of the Owners present at a meeting thereof, or on written consent of a majority of the total votes entitled to vote thereon, the assessment shall be levied upon the Owners.
- b. In addition to other special assessments authorized under Section (a) of this Article IX, the Directors may make a separate special assessment, without a vote of the members, for the operation, maintenance and repair of the Storm Water Facilities.

3. Due Date. All assessments shall become delinquent if unpaid thirty (30) days after the date such assessment is either mailed or posted on a Lot.

4. Penalties.

- a. All assessments shall bear interest at the rate of ten percent (10%) from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot until fully paid. As an assessment becomes delinquent, the Directors may execute and acknowledge and record an instrument in the County Records reciting the levy, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after notice is recorded, the Directors shall execute and record (at the expense of the Owner) a release of such lien.
- b. The sale or transfer of any Lot to the mortgagee pursuant to judicial or non-judicial foreclosure of the first mortgage shall extinguish the lien of such assessments as to payments which became due before such sale or transfer. No sale or transfer shall relieve such Lot from lien rights of any assessments later becoming due.
- c. Any Owner who is delinquent in payment of assessments shall be subject to the enforcement mechanisms set forth in Article V, Section 6.

5. Exemptions. The following properties shall be exempt from the assessments, charges and liens created herein:

- a. All properties exempted from taxation under the laws of the State of Missouri; and
- b. All Lots owned by Grantor.

6. Keeping of Funds. The Association shall deposit its funds in a bank account insured by the Federal Deposit Insurance Corporation, with the Treasurer being bonded for the proper performance of his/her duties in an amount fixed by the Directors.

7. Ordinance Compliance. Notwithstanding any other conditions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, Rules and Regulations of the County.

ARTICLE X RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Declaration, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Lot Use.

- a) The Lot shall only be used for one single-family Dwelling with a maximum of one detached outbuilding per Lot.
- b) Commercial, industrial, institutional, public use, or multi-family use of the Property is strictly prohibited.
- c) No portion of the Property shall be used as a boarding house, nursing home, business or professional office, rooming house or clubhouse, or group home, nor shall the Dwelling, any outbuilding, or any portion of the Property be used or devoted to any manufacturing, industrial, or professional business or commercial activity of whatsoever kind or nature (including telecommunications towers or other similar structures used to transmit radio waves).
- d) Residents are allowed to work from home on a virtual basis.
- e) The outbuilding may not be built prior to the construction of the Dwelling.
- f) No Dwelling or outbuilding shall, without the approval of the Architectural Committee, be used for a purpose other than that for which the Dwelling or outbuilding was originally designed.
- g) Promotional activities conducted by Grantor in connection with the development, marketing, and sale of Lots are allowed.
- h) Until construction on a Dwelling has commenced on a Lot, the Owner of a Lot may plant and harvest soybeans or wheat on the Lot.

2. Residential Purposes Only. No Lot shall be used for other than residential purposes by a single family which shall mean a single housekeeping unit operating on a non-profit, non-commercial basis. Only the Dwelling may be used as a place of residence. No camper, recreational vehicle, tent, basement, or other type of habitation located on the Property shall be used temporarily or permanently as a form of residence.

3. Leases and Rentals.

- a) No Dwelling shall be leased for periods of less than six (6) months. All leases of Dwellings shall be expressly made subject to the provisions and conditions of this Declaration and of any Rules and Regulations adopted by the Directors. Further, no lease of any Dwelling shall be effective unless and until a copy thereof identifying the lessee and containing the terms herein required has been delivered to the Association.
- b) Short-term rentals (less than six (6) months) are not allowed.
- c) An outbuilding cannot be leased or rented separately from the Dwelling.

4. Building Restrictions.

- a) Single Story Dwellings shall contain a minimum of 2,000 square feet of above ground floor space as measured by outside wall dimensions. The garage, porches, decks, other non-living areas, and any finished or unfinished basement space are not to be included in the calculation.
- b) Two Story Dwellings shall contain a minimum of 2,200 square feet of total above ground floor space that includes a minimum of 1,700 square feet of ground level floor space as measured by outside wall dimensions. The garage, porches, decks, other non-living areas, and any finished or unfinished basement space are not to be included in the calculation.
- c) In addition to the Dwelling, one outbuilding may be constructed. The total square footage of any outbuilding shall not exceed 2,000 square feet. The outbuilding may not be built prior to the construction of the Dwelling.
- d) No Dwelling erected on the Property shall be more than two (2) stories in height (not including the basement).
- e) All Dwellings have a ground floor minimum ceiling height of 9 feet.
- f) There shall be no more than twelve (12) inches of exposed concrete foundation on any side of the Dwelling or outbuilding without the foundation being color-coated or covered with the same material as used to cover the exterior above the foundation.
- g) The Dwelling must have an attached enclosed garage with a minimum of 750 square feet of total floor space (measured by the outside garage wall dimensions). All garage doors on the Dwelling and outbuilding are to be located on the rear or sides of the Dwelling or outbuilding so as not to face the street. Carports are not allowed.
- h) The front of the Dwelling must be parallel to (or within 20 degrees of) the street (as determined by the point where the street is closest to the front of the Dwelling.)

- i) The front elevation of the Dwelling shall consist of no less than twenty percent (20%) brick, stone, brick veneer, stone veneer, stucco style material, or a combination thereof and shall wrap around a minimum of two (2) feet on both sides of the Dwelling.
- j) The outbuilding's street-facing elevation shall consist of no less than twenty percent (20%) brick, stone, brick veneer, stone veneer, stucco style material, or a combination thereof that is identical to the brick, stone, brick veneer, stone veneer, stucco style material, or combination thereof that is on the Dwelling and shall wrap around a minimum of two (2) feet on both sides of the outbuilding.
- k) The front of the Dwelling and the outbuilding's street-facing elevation shall have windows with a span not greater than twenty feet (20') between them.
- l) The Dwelling and outbuilding must have matching natural muted earth tones, dark blue, or white colors for their exteriors that have been approved by the Architectural Committee.
- m) The minimum roof pitch of all elevations on any Lot shall be at least a 6/12 slope or greater.
- n) All electric and other utility lines shall be buried below ground level.
- o) No fuel tank, container, or other material storage device of any nature shall be placed, erected, installed, or constructed on any Lot, except for underground liquid propane gas (LPG) tanks. Portable fuel tanks of not more than one hundred (100) gallons, stored within the garage or outbuilding, shall be permitted.
- p) Mobile homes (both single-wide and double-wide), modular homes, log homes, earth homes, and Dwellings that are combined with a workshop or shed (commonly known as a shouse or shome) are strictly prohibited.
- q) The front yard must be sodded or seeded within thirty (30) days of occupancy of the Dwelling (weather permitting).
- r) Rooftop solar systems and backup generators are allowed. However, no Lot shall have a non-rooftop solar collection system or other similar type of system or appliance unless approved by the Architectural Committee.
- s) All Fascia and Soffit on the Dwelling and outbuilding must be finished and enclosed.
- t) The Architectural Committee may, in their sole judgement, grant a variance from the minimum square footage requirements; percentage of brick, stone, brick veneer, stone veneer, or stucco style material on the front elevation; or other building requirements.

5. Pets, Livestock, Other Animals.

- a) No reptiles, birds, horses, rabbits, fowl, pigs, poultry, cattle, or livestock of any kind shall be brought onto or kept within the Subdivision. A maximum of three household pets may be kept on a Lot at any time. Household pets include dogs, cats, birds, ferrets, chinchillas, and other similar household pets. Notwithstanding the foregoing, fish kept inside an aquarium are not included within the maximum number of household pets provided for herein.
- b) However, hens may be kept on a Lot so long as the applicable St. Charles County regulations pertaining to the keeping of hens are complied with, there is a

minimum of seventy-five (75) feet from any property line, and any fenced confinement area shall not exceed two hundred (200) square feet. All roosters are prohibited on the Property.

- c) House pets with vicious propensities are prohibited.
- d) No pets are allowed to be kept for commercial purpose.
- e) All pets are to be leashed when outside except when enclosed by an in-ground electric fence or a fence approved by the Directors.
- f) No outside structures (including dog houses, runs, or kennels) are to be erected or installed.
- g) The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Directors in their sole judgment) is prohibited.
- h) The keeping of exotic pets on the Property is hereby strictly prohibited. Exotic pets include, but are not limited to, those animals described in Section 578.023, RSMo., as amended. Boarding or breeding kennels are strictly prohibited.

6. Re-subdivision. No Lot shall be re-subdivided, nor shall a fractional part of any Lot be sold, nor shall any Lots be combined into one Lot without the consent of the Directors, whose consent shall not be unreasonably withheld. In the event two or more lots are combined into one, then the resulting lot will be assessed the combined total of the lots that were combined.

7. Nuisances.

- a) No loud, noxious, or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.
- b) No exterior lighting shall be directed outside the boundaries of a Lot.
- c) No trash, leaves, debris, or other materials shall be burned on any Lot.
- d) The discharge of firearms is not allowed (except for self-defense or property protection).
- e) The hunting and trapping of wildlife are prohibited.
- f) Except for alarm devices used exclusively for security purposes, no radio, loudspeaker, horn, whistle, bell, or other sound device shall be used at a volume audible to occupants of other Lots.

8. Appearance. Owners shall maintain and keep their Lot and Dwelling in good order and repair. The structures and grounds shall be maintained in a neat and attractive manner. The Lot must be kept free of trash, garbage, unsightly vegetation, weeds, or unsightly items. Trash, rubbish, toys, tools, cases, crates, or any discarded items shall not be left outside of any Dwelling overnight. No exterior front yard items such as sculptures, bird baths, or similar personal property items or fixtures shall be placed on any Lot or Dwelling without the consent of the Architectural Committee which may be granted or withheld at its sole discretion.

9. Vehicles, RVs, Trailers, Etc.

- a) No vehicle shall be parked on the Property (outside of a garage or outbuilding) unless said vehicle is licensed and in operating order. No vehicle shall be parked on the Property other than in a driveway, garage, or outbuilding.
- b) Residents may park one commercial vehicle that is used in their trade or business (that is not an over-the-road tractor or trailer) in the driveway of their Lot. Tractor trailer rigs are strictly prohibited on the Property. All other commercial vehicles must be parked within the garage or enclosed outbuilding. However, during periods of approved construction on a Lot, contractor trailers and vehicles are permitted to be parked on the Lot.
- c) No motor vehicle or other equipment shall be repaired or otherwise serviced in front of or adjacent to the sides of a Dwelling or outbuilding in the Subdivision.
- d) All travel trailers, campers, motor homes, recreational vehicles, machinery, unlicensed vehicles or non-operating vehicles, boats, boat trailers, or trailers of any other description must be stored within the garage or enclosed outbuilding. These items may not be parked in the open for more than twenty-four hours during a seven-day period.
- e) Ten days after an Owner has received a notice of violation of this Section from the Board, the Board may cause any such item to be towed or removed at the Owner's expense.

10. Storage of Machinery and Materials. No portion of the Property shall be used or maintained as a storage yard for commercial or industrial materials or machinery. All machinery must be for personal use only and is to be stored within the garage or enclosed outbuilding. Hazardous material storage is strictly prohibited.

11. Garbage. To limit the disturbance of waste pickup, the Board is allowed to designate a single waste hauling service to be used by all Lots. Trash, garbage, or other waste shall be kept in sanitary containers or other equipment for the storage and disposal of such material. Such containers and equipment shall be kept in a clean and sanitary condition and out of view, other than on the day of pick up. Upon no portion of the Property, whether improved or vacant, shall trash, garbage, or other waste accumulate. No portion of the Property shall be used or maintained as a dumping ground for trash, garbage, or other waste. Burn pits or burn barrels are strictly prohibited.

12. Decks, Porches, Screen Porches, Gazebos. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways, gazebos, and other such improvements shall be constructed directly behind the Dwelling. Front facing covered porches are allowed. Unless otherwise approved by the Architectural Committee, under no circumstances shall any such improvement extend beyond the site line as viewed when looking straight down the side elevations of the Dwelling into the backyard.

13. Driveways. All driveways shall be paved with concrete or other hard surface approved by the Architectural Committee and have a minimum width of eight feet. All driveways shall provide for proper grading and drainage to ensure that no damage is done, nor hazard created, to the street, vehicles, or individuals using the street.

14. Swimming Pools. No above-ground swimming pools will be allowed on any Lot in the Subdivision. All inground pools must have at least four feet (4') of concrete or other decking material surrounding the pool and have a fence that is at least forty-eight inches (48") in height that encloses the swimming pool.

15. Fences. No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Committee. Any such fence or screening must be in strict compliance with the following standards and requirements:

- a) The maximum height shall be eighty-four inches (84").
- b) The color must be a muted earth tone, white, or other color approved by the Architectural Committee.
- c) No fencing shall be closer to the street than the rear corner of the Dwelling.
- d) All fencing shall be of either aluminum, vinyl, or wrought iron materials. Under no circumstances will "chain link" fencing be considered acceptable regardless of material composition or design.
- e) Certain other materials, combinations of materials, placements, or designs may be approved on a case-by-case basis by the Architectural Committee whose decision to allow or disallow any other material or design shall be final.

16. Unfinished Exterior. No Dwelling or outbuilding shall be permitted to stand with its exterior in an unfinished condition longer than twelve (12) months following the date of commencement of construction. In the event of fire, windstorm, or other damage, no Dwelling or outbuilding on the Property shall be permitted to remain in a damaged condition longer than twelve (12) months.

17. Water and Sewage Systems. All water and sewage disposal systems shall conform to Federal, State, and County environmental, clean water, and Health Department regulations. No elevated storage tank, reservoir, sewage treatment plant, oxidation basin, lagoon, or related facilities are permitted.

18. Owner's Responsibility. Each Lot Owner shall be responsible for the maintenance, repair, or replacement of any septic system, private well, utility lines, and driveway culvert, if any, servicing such Owner's Lot.

19. Antennae and Dishes. No exterior television antenna, any type of radio antenna, satellite dishes larger than 24-inches in diameter, or radio towers may be installed in the Subdivision without the prior approval of the Architectural Committee. However, in reviewing a request for approval of any such device, the Architectural Committee shall comply with all Federal, State, and local laws, ordinances, and regulations and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

20. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained, or displayed on any Lot. However, nothing herein shall prohibit Owners from placing one "For Sale" or "For Rent" sign (not to exceed 24-inch x 24-inch in dimension) on their Lot. Nothing herein shall prohibit signs erected or displayed by Grantor in

connection with the development of the Subdivision or the marketing and sale of Lots or Dwellings. Up to two (2) temporary political election signs (not to exceed 18-inch x 24-inch in dimension each) may be placed on the Lot for no more than forty-five (45) days per calendar year.

21. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or portion of the Property.

22. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in the Declaration and are or will be reserved as shown on the recorded plats of the Subdivision. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

23. Removal of Soil. No soil, dirt, sand, rocks, or other excavated material shall be added or removed from any Lot, or elsewhere on the Property, without first obtaining the written approval of the Grantor or Board. The Grantor or Board shall have the first right to any soil, dirt, sand, rocks, or other excavated material being removed.

24. Trees and Landscaping. Recognizing that trees and landscaping on the Property are a significant positive influence and that it is important to preserve and encourage this influence, the following covenants are instituted:

- a) Each Lot Owner shall plant, within one year after taking title to the respective Lot, a minimum of three shade trees along the street and within 5 feet of the outside boundary of the utility easement. The shade trees must be evenly spaced, and the Lot Owner shall maintain the trees in good condition. Trees planted pursuant to this paragraph shall be of 2-inch caliper or larger and have a minimum of a 58-inch-tall grow tube installed or other method to protect against deer browse and rub.
- b) Each Lot Owner shall plant, within one year after the Dwelling is occupied, a minimum of six additional shade trees on the respective Lot and maintain them in good condition. Trees planted pursuant to this paragraph shall be of 2-inch caliper or larger and have a minimum of a 58-inch-tall grow tube installed or other method to protect against deer browse and rub.
- c) Within one year after the Dwelling is occupied, the Lot Owner shall undertake additional landscaping in planting beds to include not less than 640 square feet of ornamental shrubs or perennials. Plants in each bed must be spaced in such a way so that each bed shall be covered within a three-year period. At least 320 square feet of such planting beds must be located in front of the front face of the Dwelling and visible from the front-facing street.

Landscape variances will be considered and may be granted on an individual basis by approval of the Grantor or Board.

ARTICLE XI MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots in the Property.

1. Notices Of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an “Eligible Holder”), will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- b. Any delinquency in the payment of assessments or charges owed by an Owner subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;
- c. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of Eligible Holders; or
- e. A proposed termination of the Declaration and the Association.

2. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner’s Lot.

3. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association’s request, provided such request is delivered to the Mortgage by certified or registered mail, return receipt requested.

ARTICLE XII GENERAL PROVISIONS

These general provisions shall apply to the foregoing Declaration:

1. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by a majority of said Directors. The Association shall indemnify, hold harmless and defend the Directors for any action authorized by the Declaration and performed by the Directors in good faith.

2. Adjoining Tracts. The Association is authorized and empowered to cooperate and contract with the board of directors of adjoining or nearby subdivisions in the development and maintenance of facilities inuring to the benefit and general welfare of the Subdivision.

3. Amendments. Until the expiration of the Period of Grantor Control, the provisions of the Declaration may only be added to, amended, modified or changed by Grantor, and thereafter, the provisions hereof may only be added to, amended, modified or changed by the written consent of two-thirds (2/3) of all Owners, which consent may be evidenced by the acknowledged signatures of the Board; provided, however, no provision of the Declaration which is required by the County's Ordinances may be amended without the consent of the County. To be effective, any amendment, modification or change to the provisions of the Declaration shall be recorded in the Office of the Recorder of Deeds for the County.

4. Severability. Every provision of the Declaration is declared to be independent of and severable from every other provision. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

5. Invalidation. If any provision of the Declaration is held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain unimpaired and in full force and effect.

6. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Property for the purpose of developing such Lot(s).

7. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the Property for a term of thirty (30) years from the date of recordation of the Declaration, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate the Declaration as of the end of any such ten (10) year period, but in no event prior to the vacation of the plat(s) of the Subdivision by the County Council, or its successors. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless

written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

8. Captions and Gender. Captions in the Declaration are for convenience only and do not in any way limit or amplify the terms or provisions. Any reference to the masculine shall include the feminine and any reference to the feminine shall include the masculine and any reference to the singular shall include the plural.

9. Compliance With Laws. Notwithstanding any condition herein, the Board of Directors shall make suitable provision for compliance with all Subdivision and other ordinances of St. Charles County and any other governmental entity of which the Property may become a part. If such compliance requires improvements to the Property, this shall be an additional operating assessment without the vote of the Owners, necessary to comply with such Ordinance or Statute.

10. No Waiver. The failure by the Board to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge contained in the Declaration shall in no event be deemed a waiver by the Board of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

11. Governing Law. The Declaration shall be governed and interpreted in accordance with the laws of the State of Missouri. Venue for filing and maintaining any action or suit with respect to the Declaration shall be in the state courts for St. Charles County, Missouri.

12. Conflict. If there is any conflict between the provisions of the Declaration or the Articles or 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.

IN WITNESS WHEREOF, Grantor has executed the Declaration this 16th day of March, 2023.

GRANTOR:

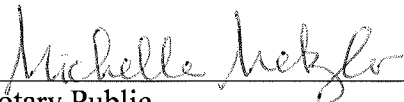
Quail Ridge Liquidation, LLC

By: K. Andrew Weber
K. Andrew Weber, Authorized Agent

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

On this 16th day of March, in the year 2023, before me, Michelle Metzler, a Notary Public in and for said state, personally appeared K. Andrew Weber, Authorized Agent of Quail Ridge Liquidation, LLC, known to me to be the persons who executed the within Declaration of Easements, Covenants and Conditions for “Quail Ridge” in behalf of Quail Ridge Liquidation, LLC, and acknowledged to me that he executed the same for the purposes therein stated.

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.



Notary Public

My Commission Expires:



MICHELLE METZLER
My Commission Expires
June 5, 2024
St. Charles County
Commission #12561228

ASSOCIATION:

Quail Ridge Property Owners' Association,
a Missouri nonprofit corporation

By: K. Andrew Weber
K. Andrew Weber, Authorized Agent

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

On this 16th day of March, 2023, before me appeared K. Andrew Weber, to me personally known, who, being by me duly sworn, did say that he is the Authorized Agent of Quail Ridge Property Owners' Association, a Missouri nonprofit corporation, and that said instrument was signed in behalf of said nonprofit corporation by authority of its board of directors, and said K. Andrew Weber acknowledged said instrument to be the free act and deed of said nonprofit 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.



MICHELLE METZLER
My Commission Expires
June 5, 2024
St. Charles County
Commission #12561228

Michelle Metzler
Notary Public

EXHIBIT A

A TRACT OF LAND BEING PART OF LOT 8 OF MACKAY'S PARTITION OF U.S. SURVEY 3035 AND PART OF FRACTIONAL SECTION 3, TOWNSHIP 47 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHEAST CORNER OF PROPERTY CONVEYED TO JESS J.T. AND CHRISTINA L. HANNAR BY DEED RECORDED IN BOOK 6335, PAGE 778 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT BEING SOUTH 08 DEGREES 12 MINUTES 15 SECONDS WEST 811.29 FEET; AND SOUTH 80 DEGREES 59 MINUTES 14 SECONDS EAST 817.31 FEET FROM A STONE AT THE NORTHWESTERN CORNER OF SAID U.S. SURVEY 3035; THENCE ALONG THE NORTH LINE OF LOT 8 OF MACKAY'S PARTITION OF U.S. SURVEY 3035, BEING THE SOUTH LINE OF PROPERTY CONVEYED TO NEAL V. AND SARAH LOU JORDAN BY DEED RECORDED IN BOOK 6549 PAGE 2276 OF SAID RECORDS, SOUTH 80 DEGREES 59 MINUTES 14 SECONDS EAST 59.38 FEET TO THE SOUTHWEST CORNER OF LOT 27 OF "BIRDSONG MEADOWS", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32 PAGE 368 OF SAID RECORDS; THENCE ALONG SAID NORTH LINE OF LOT 8 OF MACKAY'S PARTITION OF U.S. SURVEY 3035, ALSO BEING THE SOUTHERN LINE OF SAID "BIRDSONG MEADOWS", SOUTH 81 DEGREES 39 MINUTES 09 SECONDS EAST 2058.62 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 8 OF MACKAY'S PARTITION OF U.S. SURVEY 3035, ALSO BEING THE SOUTHERN LINE OF SAID "BIRDSONG MEADOWS", AND CONTINUING ALONG THE SOUTHERN LINE OF PROPERTY CONVEYED TO DANIEL J. AND JENNIFER L. HUELLEWIG BY DEED RECORDED IN BOOK 7159 PAGE 973 OF SAID RECORDS AND THE DIRECT EASTWARDLY PROLONGATION THEREOF, SOUTH 81 DEGREES 39 MINUTES 09 SECONDS EAST 3058.16 FEET TO THE CENTERLINE OF FREYMUTH ROAD, (30 FEET WIDE); THENCE ALONG SAID CENTERLINE OF FREYMUTH ROAD, ALSO BEING THE COMMON LINE BETWEEN FRACTIONAL SECTIONS 2 AND 3 OF SAID TOWNSHIP 47 NORTH, RANGE 2 EAST, SOUTH 01 DEGREES 09 MINUTES 48 SECONDS WEST 1139.98 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF FREYMUTH ROAD, THE FOLLOWING COURSES AND DISTANCES, NORTH 80 DEGREES 32 MINUTES 24 SECONDS WEST 773.55 FEET; NORTH 61 DEGREES 09 MINUTES 29 SECONDS WEST 228.54 FEET; NORTH 81 DEGREES 39 MINUTES 09 SECONDS WEST 1584.09 FEET; NORTH 46 DEGREES 59 MINUTES 06 SECONDS WEST 541.33 FEET; AND NORTH 05 DEGREES 49 MINUTES 46 SECONDS WEST 750.95 FEET TO THE POINT OF BEGINNING, CONTAINING 71.613 ACRES.

BUT EXCLUDING THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND BEING PART OF LOT 8 OF MACKAY'S PARTITION OF U.S. SURVEY 3035 AND PART OF FRACTIONAL SECTION 3, TOWNSHIP 47 NORTH,

RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHEAST CORNER OF PROPERTY CONVEYED TO JESS J.T. AND CHRISTINA L. HANNAR BY DEED RECORDED IN BOOK 6335, PAGE 778 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT BEING SOUTH 08 DEGREES 12 MINUTES 15 SECONDS WEST 811.29 FEET; AND SOUTH 80 DEGREES 59 MINUTES 14 SECONDS EAST 817.31 FEET FROM A STONE AT THE NORTHWESTERN CORNER OF SAID U.S. SURVEY 3035; THENCE ALONG THE NORTH LINE OF LOT 8 OF MACKAY'S PARTITION OF U.S. SURVEY 3035, BEING THE SOUTH LINE OF PROPERTY CONVEYED TO NEAL V. AND SARAH LOU JORDAN BY DEED RECORDED IN BOOK 6549 PAGE 2276 OF SAID RECORDS, SOUTH 80 DEGREES 59 MINUTES 14 SECONDS EAST 59.38 FEET TO THE SOUTHWEST CORNER OF LOT 27 OF "BIRDSONG MEADOWS", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32 PAGE 368 OF SAID RECORDS; THENCE ALONG SAID NORTH LINE OF LOT 8 OF MACKAY'S PARTITION OF U.S. SURVEY 3035, ALSO BEING THE SOUTHERN LINE OF SAID "BIRDSONG MEADOWS", SOUTH 81 DEGREES 39 MINUTES 09 SECONDS EAST 2058.62 FEET TO A POINT ON THE WEST LINE OF PROPERTY CONVEYED TO QUAIL RIDGE LAND INVESTMENT, LLC BY DEED RECORDED AS DOCUMENT NUMBER 2022R-040718 OF SAID RECORDS; THENCE ALONG THE WEST LINE OF THE QUAIL RIDGE LAND INVESTMENT, LLC PROPERTY, THE FOLLOWING COURSES AND DISTANCES, SOUTH 05 DEGREES 49 MINUTES 46 SECONDS EAST 750.95 FEET; AND SOUTH 46 DEGREES 59 MINUTES 06 SECONDS EAST 541.33 FEET TO A POINT ON THE SOUTH LINE OF THE QUAIL RIDGE LAND INVESTMENT, LLC PROPERTY; THENCE ALONG THE SAID SOUTH LINE OF THE QUAIL RIDGE LAND INVESTMENT, LLC PROPERTY, SOUTH 81 DEGREES 39 MINUTES 09 SECONDS EAST 105.81 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE LEAVING THE SAID SOUTH LINE OF THE QUAIL RIDGE LAND INVESTMENT, LLC PROPERTY, THE FOLLOWING COURSES AND DISTANCES, NORTH 07 DEGREES 13 MINUTES 51 SECONDS EAST 63.25 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 24 DEGREES 01 MINUTES 35 SECONDS EAST 187.82 FEET AND WHOSE RADIUS POINT BEARS SOUTH 82 DEGREES 46 MINUTES 09 SECONDS EAST 325.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 190.54 FEET; NORTH 40 DEGREES 49 MINUTES 19 SECONDS EAST 173.62 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 36 DEGREES 52 MINUTES 34 SECONDS EAST 41.29 FEET AND WHOSE RADIUS POINT BEARS NORTH 49 DEGREES 10 MINUTES 41 SECONDS WEST 300.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 41.32 FEET; NORTH 32 DEGREES 55 MINUTES 49 SECONDS EAST 20.79 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 12 DEGREES 04 MINUTES 11 SECONDS WEST 35.36 FEET AND WHOSE RADIUS POINT BEARS NORTH 57 DEGREES 04 MINUTES 11 SECONDS WEST 25.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 39.27 FEET; SOUTH 57 DEGREES 04 MINUTES 11 SECONDS EAST 82.46 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 58 DEGREES 46 MINUTES 05 SECONDS EAST 16.06 FEET AND WHOSE RADIUS POINT BEARS NORTH 32

DEGREES 55 MINUTES 49 SECONDS EAST 271.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 16.06 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 76 DEGREES 13 MINUTES 55 SECONDS WEST 37.78 FEET AND WHOSE RADIUS POINT BEARS SOUTH 29 DEGREES 32 MINUTES 02 SECONDS EAST 25.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 37.79 FEET; SOUTH 32 DEGREES 55 MINUTES 49 SECONDS WEST 21.31 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 36 DEGREES 52 MINUTES 34 SECONDS WEST 48.17 FEET AND WHOSE RADIUS POINT BEARS NORTH 57 DEGREES 04 MINUTES 11 SECONDS WEST 350.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 48.21 FEET; SOUTH 40 DEGREES 49 MINUTES 19 SECONDS WEST 173.62 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 24 DEGREES 01 MINUTES 34 SECONDS WEST 158.92 FEET AND WHOSE RADIUS POINT BEARS SOUTH 49 DEGREES 10 MINUTES 41 SECONDS EAST 275.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 161.23 FEET; AND SOUTH 07 DEGREES 13 MINUTES 51 SECONDS WEST 64.22 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE QUAIL RIDGE LAND INVESTMENT, LLC PROPERTY; THENCE ALONG THE SAID SOUTH LINE OF THE QUAIL RIDGE LAND INVESTMENT, LLC PROPERTY, NORTH 81 DEGREES 39 MINUTES 09 SECONDS WEST 50.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.584 ACRES.

EXHIBIT B

**CERTIFICATE REGARDING END
OF
PERIOD OF GRANTOR CONTROL**

The undersigned, _____ of Quail Ridge Liquidation, LLC (the "Grantor"), a Missouri limited liability company, and the Grantor in that certain Declaration of Easements, Covenants and Conditions for "Quail Ridge" recorded at Book ____ Page ____ of the St. Charles County, Missouri, Records (hereinafter, the "Declaration"), hereby declare that all conditions precedent to the termination of the Period of Grantor Control, as defined in the Declaration, have been accomplished and satisfied, and the Grantor hereby states that the Period of Grantor Control is hereby terminated as of the date stated below.

Executed as of the ____ day of _____, 20____

Quail Ridge Liquidation, LLC

By: _____
_____, its _____