

**INDENTURE AND DECLARATION OF RESIDENTIAL  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STEEPLE ROCK POINT**

This Indenture and Declaration of Covenants, Conditions and Restrictions for Steeple Rock Point (hereinafter, the "Indenture") is made and entered into

this 22<sup>ND</sup> day of NOVEMBER 2021

by Steeplerock Point LLC, the "Declarant".

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**WITNESSETH THAT:**

WHEREAS, Declarant owns a tract of real property in St. Charles County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and desires to create thereon a planned community to be known as Steeple Rock Point with open spaces, roads, for the benefit of said community; and

WHEREAS, the Record Plat of Steeple Rock Point will be recorded in the Office of the St. Charles County, Missouri Recorder of Deeds and given a document number of 2021R-092866, and will be designated as Steeple Rock Point and;

WHEREAS, Declarant desires to insure the attractiveness of the development and to preserve, protect and enhance the values and amenities of the Property by the adoption of a sound urban environmental plan and set of covenants and conditions and restrictions to govern the Property, to provide for the maintenance of said open spaces, roads and other common facilities, and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which the common ground, streets and waste water system, if and should be conveyed, and which should have the powers of maintaining and administering the common ground and facilities and administering and enforcing the covenants,

conditions and restrictions hereinafter set forth in this Indenture and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Missouri, as a nonprofit corporation, namely Steeple Rock Point Association, for the purpose of exercising the functions aforesaid, and Steeple Rock Point Association, joins in the execution of this Indenture to indicate its consent;

WHEREAS, there have been and will be designated, established and recited on a recorded Record Plat of Steeple Rock Point or by other appropriate instruments of record of the Subdivision, easements which are for the exclusive use and benefit of the owners of the Lots and Steeple Rock Point Association shown and to be shown on the Record Plat of Steeple Rock Point, for example:

- a) for the erection and maintenance of an entrance sign or entrance monuments
- b) for an emergency vehicle access way;
- c) and for common grounds.

Some of these easements may now or may hereafter be dedicated to public bodies and agencies; and

WHEREAS, it is the purpose of this Indenture to provide a plan for maintaining the Subdivision entrance sign or monument, an emergency vehicle access way, common ground, roads, and to provide certain architectural and design controls of structures; and certain use restrictions, all for the benefit of the Owners, their successors, and the subsequent Owners, being principally the purchasers of Lots in the Subdivision, so that the Subdivision will have desirable features;

WHEREAS, the Declarant now creates and establishes the following Indenture for Steeplerock Point, which is to be binding on the land of the Subdivision as it may exist at the time of the recording of this Indenture and as the Subdivision may be later augmented by future recorded plat;

WHEREAS, the Declarant hereby declares that all of the Lots described as Steeple Rock Point shall be held, sold and conveyed subject to the covenants, conditions, and restrictions stated herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, and restrictions shall run with the land, and shall be binding on all parties, their heirs, successors, and assigns, regardless of what title or interest they may have in the Property or any part of the Property, and shall inure to the benefit of each Owner.

NOW, THEREFORE, the Declarant declares that the Property described as Steeple Rock Point and such additions thereto as may hereafter be made pursuant to these covenants and conditions and restrictions is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**  
**DEFINITION OF TERMS**

The following words when used in this Indenture (unless the context shall prohibit) shall have the following meanings:

- 1.1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.
- 1.2. "Association" shall mean and refer to Steeple Rock Point Homeowners Association, a Missouri nonprofit corporation, and its successors and assigns.
- 1.3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.4. "Bylaws" shall mean and refer to the Bylaws of the Association.
- 1.5. "Common Ground" shall mean and refer to those areas of land, streets, drainage areas located on the Property and owned or maintained by the Association and intended to be devoted to the common use and enjoyment of the members of the Association.
- 1.6. "Steeple Rock Point" shall mean and refer to the Steeple Rock Point Subdivision.
- 1.7. "Covenants and Restrictions" shall mean and refer to the covenants, conditions and restrictions contained in this Indenture.
- 1.8. "Declarant" means Steeplerock Point LLC, and its successors or assigns, if such successors or assigns should acquire as a block all Lots then being offered for sale to ultimate residential users for the purpose of resale to such users.
- 1.9. "Indenture" shall mean and refer to this Indenture and Declaration of Residential Covenants, Conditions and Restrictions for Steeple Rock Point subdivision.
- 1.10. "Lot" shall mean and refer to any plot of land shown on the final approved Planned Residential Development Plan Overlay/Concept Plan of the Property with the exception of Common Ground as herein defined.
- 1.11. "Subdivision" shall mean and refer to Steeple Rock Point subdivision.



**ARTICLE**

**ADDITIONS**

**II**

Section 2.1. The additions authorized under this section shall be made by executing and filing of record in St. Charles County, Missouri, an instrument or plat executed by Declarant which shall extend this Indenture to such additional properties. Said instrument may contain such complimentary additions and modifications of the covenants and conditions and restrictions contained in this Indenture as may be necessary to reflect the different character, if any, of the added properties that are not inconsistent with the scheme of this and may limit the availability of Common Ground, or portions thereof, including the prohibition of use thereof, to such added properties, subject to the limitation of applicable zoning and subdivision ordinances as now provided, and hereinafter referred to.

**ARTICLE III**  
**PERSONS SUBJECT TO INDENTURE AND**  
**TO RULES AND REGULATIONS**

Section 3.1. Indenture.

All Lot Owners, tenants, trustees, trust beneficiaries, deed of trust beneficiaries, mortgagees, guests, and occupants of Lots shall comply with this Indenture. The acceptance of a deed, the exercise of any indicia of ownership, the entering into a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Lot constitutes agreement that the provisions of this Indenture are accepted and ratified by such Lot Owner, tenant, mortgagee, trustee, trust beneficiary, deed of trust beneficiary, guest or occupant.

All the provisions of this Indenture are covenants running with the land and shall bind any persons having at any time an interest or estate in such Lot.

Section 3.2. Adoption of Rules and Regulations. The Association through its Board of Directors may from time to time adopt Rules and Regulations regarding the use and occupancy of the Lots and the activities of occupants. All Lot Owners, tenants, mortgagees, trustees, trust beneficiaries, deed of trust beneficiaries, guests, and occupants shall comply with the Rules and Regulations as promulgated by the Association whether or not said Rules and Regulations have been recorded in the records of the St. Charles County, Missouri Recorder of Deeds.



**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 4.1. Membership.** The Declarant and every person or entity who is a record Owner of a fee simple interest or undivided fee simple interest in any Lot which is subject to this Indenture shall automatically be a Member of the Association. The rights of a Member shall be exercisable appurtenant to and in conjunction with a Member's ownership of a Lot. For each Lot owned, either vacant or improved, the Owner thereof shall be entitled to one membership. Membership shall confer certain rights and privileges as described herein, provided that any person or entity who holds an interest merely as a security for the performance of an obligation shall not be a Member. With respect to any undeveloped acreage not platted into Lots, the Owner of such acreage shall nevertheless be entitled to one vote for each Lot. Each purchaser of any Lot shall be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. Ownership of such Lot shall be the sole qualification for membership. For the purpose of this Indenture, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

**Section 4.2. Transfer.** The membership held by any Owner of a Lot shall not be transferred, or pledged in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. Any conveyance or change of ownership of any Lot shall convey with it membership in the Association, and no membership in the Association shall be conveyed by a Lot owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of membership in the Association although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Association shall be abrogated.

**Section 4.3. Voting Rights.** The Association shall have one class of voting membership. Each Member of the Association shall be entitled to one (1) vote for each Lot owned. When more than one person holds a fee or undivided fee interest in any Lot, the vote for such Lot shall be exercised as they among them shall determine, but in no event shall more than one vote be cast with respect to any such Lot.

**ARTICLE V**  
**DECLARANT RIGHTS**

**Section 5.1. Reservations by Declarant.** Notwithstanding any provisions of this Indenture to the contrary, the Declarant reserves the following rights, powers, and exceptions regarding each and every Lot subject to the forms and provisions of this Indenture.

**Section 5.1.1. Additional Property.** Declarant reserves the right to add additional real property which may become subject to this Indenture by reference in a recorded plat, which shall require only the execution and recording by Declarant, and which shall specifically subject the



parcel or parcels to this Indenture; provided that the additional property shall be contiguous to the Property which is already subject to this Indenture.

Section 5.1.2. Signs. Nothing herein shall be construed to prohibit the Declarant (or any builder/developer approved by Declarant) from establishing or erecting such promotional or directional signs as it shall determine necessary, in its sole discretion, on any Lot, or Lots, common ground or rights of way, of the Property. Any such promotional or directional sign may be of a type, size, and character as Declarant solely shall determine suitable to advertise the availability of a Lot or Lots for sale.

Section 5.1.3. Temporary Structures. Nothing herein shall be construed to prohibit the establishment or maintenance by Declarant (or any builder-developer approved by Declarant) of a temporary trailer or outbuilding for the purpose of a sales office, construction headquarters, or other purpose it deems necessary, on any part or parts of the Property for so long, and until, the last Lot has been closed upon by a third party purchaser.

Section 5.1.4. Liability for Assessments. So long as any Lot shall be owned by the Declarant (or any builder-developer who purchases any Lot for sale to ultimate residential user), such Lot shall not be subject to the provisions of Article XI entitled "Assessments and Collection", and the Declarant (or builder-developer) shall not be subject to the requirements thereof and shall in no manner whatsoever be held responsible for the payment of any annual, special, or specific assessment hereunder.

Section 5.1.5. Amendment. Declarant reserves the right to amend this Indenture by modification, addition, or deletion of any provisions hereof for a period of ten (10) years after the date of recording or until Declarant has closed upon and conveyed all Lots in the Property, whichever is first, provided however, such amendment cannot limit, remove or diminish the Association's duties.

Section 5.1.6. Refunds. Declarant (or original builder-developer approved by Declarant) reserves the right to receive any utility or development deposits or escrows which may be refunded.

## ARTICLE VI CREATION OF THE ASSOCIATION

Section 6.1. Declarant has caused a nonprofit corporation to be formed under the laws of the State of Missouri known as "Steeple Rock Point Association," which corporation shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

- 1) This Indenture;
- 2) The Articles of Incorporation;
- 3) Its Bylaws; and
- 4) The laws of the State of Missouri pertaining to nonprofit corporations.



The Association is vested with the right in its own behalf and on behalf of each Lot Owner to enforce all the restrictions, conditions, easements, liens, and covenants contained in this Indenture.

Section 6.2. Every right, duty, power, and privilege that this Indenture gives the Association or which is given to the Association by its Bylaws, shall be vested in the Board, unless otherwise specified.

**ARTICLE VII**  
**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 7.1. Common Ground. The Association through the Board of Directors, subject to the rights of the Owners set forth in the Indenture, shall be responsible for the exclusive management, maintenance and control of the Common Ground, the easement areas and all plantings and all improvements to them (including furnishings and equipment related to them, if any, and particularly the entrance monuments and any emergency vehicle access ways), and shall keep them in good, clean, attractive, condition, order, and repair.

Section 7.2. Landscaping along Steeple Rock Point road. Notwithstanding anything in this Indenture to the contrary, the Association through the Board of Directors shall have the right to and shall maintain and replace, groundcover, landscaping and trees along Steeple Rock Point road.

The Association and its contractors, agents and employees, shall have the right to enter upon any Lot for the purpose of such maintenance and replacement and each Lot owner in the Subdivision consents to such entry for such purpose.

Section 7.4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Indenture and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it by this Indenture or reasonably necessary to effectuate any such right or privilege.



**ARTICLE VIII**  
**BOARD OF DIRECTORS POWERS AND DUTIES**

Section 8.1. Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, unless a vote of the Members is required by this Indenture or the Articles of Incorporation or required by the Bylaws of the Association. The Board of Directors shall have the powers necessary for, and the duties which flow from, the administration of the affairs of the Association and of Steeple Rock Point which shall include, but not be limited to, the following:

Section 8.1.1. Adopt and amend Bylaws and Rules and Regulations;

Section 8.1.2. Adopt and amend budgets for revenues, expenditures, and reserves;

Section 8.1.3. Collect assessments from Owners;

Section 8.1.4. Hire and discharge managing agents;

Section 8.1.5. Hire and discharge employees, agents, attorneys and independent contractors;

Section 8.1.6. Institute, defend, or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Owners on matters affecting Steeple Rock Point;

Section 8.1.7. Make contracts and incur liabilities;

Section 8.1.8. Regulate the use, maintenance, repair, replacement and modification of the Subdivision easements and Common Ground;

Section 8.1.10. Cause additional improvements to be made as a part of the Subdivision;

Section 8.1.11. Acquire, hold or encumber, in the Association's name any right, title or interest to real property or personal property and convey, dedicate or transfer all or any part of the Common Ground to any public agency or authority for such purposes and subject to such conditions as the Board may determine;

Section 8.1.12. Grant easements for any period of time including permanent easements;



Section 8.1.13. Impose charges or interest or both for late payment of assessments and, after notice and hearing, levy reasonable fines for violations of this Indenture and the Rules and Regulations of the Association;

Section 8.1.14. Impose reasonable charges for statements of unpaid assessments and/or statements of account;

Section 8.1.15. Provide for the indemnification of the Association's Officers and Directors and acquire and maintain Directors' and Officers' insurance;

Section 8.1.16. Assign the Association's right to future income, including the right to receive assessments;

Section 8.1.17. Exercise any other powers conferred by this Indenture;

Section 8.1.18. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

Section 8.1.19. Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 8.2. Eminent Domain. In the event it shall become necessary for any public agency or government to acquire all or any part of the property of the Association, the Association is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Directors of the Association need be made parties, and in any event the proceeds received shall be held by the Association.

Section 8.3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including legal fees incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify, defend, and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and Directors' and Officers' liability insurance to fund this obligation, if such insurance is available.



**ARTICLE IX**  
**SELECTION OF BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 9.1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors.

Section 9.2. Number, Election and Term. The number of Directors of the Association shall be three (3), each of whom shall initially be appointed by the Declarant and known as the Original Directors. The Original Directors shall be appointed for a three (3) year term or until the following: at such time as fifty percent (50%) of the Lots have been sold and transferred of record, one of the Directors appointed for a three (3) year term or his successor shall be replaced by election of the Members; at such time as seventy-five percent (75%) of the Lots have been sold and transferred of record, another Original Director initially appointed shall be replaced by election of the Members; and at such time as all (100%) of the Lots have been sold and transferred of record, the remaining Original Director initially appointed shall be replaced by election of the Members. Whenever replacement by an election is required hereunder, an election shall be held at a meeting of the Members called for that purpose, after notice thereof as provided in the Bylaws. Elections of Directors other than Directors appointed by the Declarant shall be held at each annual meeting of the Association to elect a Director for a term of three (3) years upon the expiration of the term of each such Director, so that the term of one such Director shall expire annually. In case of disability, refusal to act, death or resignation of a Director appointed by the Declarant, the Declarant may, in addition, appoint a successor Director for the unexpired term of such Director.

If the record owner of a Lot is a corporation or a limited liability company, the President, Vice President, Managing Members or Manager of the corporation or limited liability company, as the case may be, may designate a person in its behalf as a person eligible for appointment or election as a Director. In the case of the death, resignation or disqualification or any one or more of the Directors, other than Directors appointed by the Declarant, a successor, or successors, shall be elected by the Members at a meeting called for that purpose after notice thereof as provided in the Bylaws. Thirty percent (30%) of the then existing Owners, present in person or by proxy, shall constitute a quorum for the purpose of electing Directors and for the purpose of conducting any other business coming before a meeting. Where the provisions of the Indenture cannot be fulfilled by reason of unfilled vacancies among the Directors, the residents of the subdivision may, upon the petition of any Lot owner or resident of the Subdivision, appoint one or more Directors to fill vacancies until such time as Directors are elected in accordance with the Bylaws. Any person so appointed who is not a Lot owner or a resident of the Subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the Property in the Subdivision, and which shall not be subject to any limitation on special assessments contained in the Indenture or elsewhere.



**ARTICLE X**  
**PROPERTY RIGHTS IN THE COMMON GROUND**

Section 10.1. Members' Easements of Enjoyment. Subject to the right reserved herein to limit or prohibit the use of Common Ground, and subject to the provisions of Section 10.2 hereof, every Member of the Association shall have a right and easement of enjoyment in and to the Common Ground, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 10. 2. Common Ground Conveyance. The Declarant has conveyed the Common Ground in fee simple absolute title by warranty deed to the Association. The Common Ground shall be used for the benefit, use and enjoyment of the Lot owners, present and future. It shall be the responsibility of the Board that no Lot owner shall have the right, and no Lot owner shall, convey his/her/its interest in the Common Ground except as incident of the ownership of a regularly platted Lot.

Section 10.3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

Section 10.3.1. The right of the Declarant and of the Association to borrow money for the purpose of improving or maintaining the Common Ground; and

Section 10.3.2. The right of the Association to take such steps as are reasonably necessary to protect the Common Ground against foreclosure; and

Section 10.3.3. The right of the Association to promulgate Rules and Regulations governing the use of the Common Ground, including, without limitation, the right to restrict or limit their usage or to permit, on such terms as deemed appropriate by the Board, their use by non-Members; and

Section 10.3.4. The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations; and

Section 10.3.5. The right of the Association to dedicate or transfer all or part of the Common Ground to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association and public agency or authority, including but not limited to a trail system; and

Section 10.3.6. The right of the Declarant or other builder-developers authorized in writing by the Declarant to utilize Common Ground for promotional purposes during periods of development; and



Section 10.3.7. The right of the Association to grant such easements and rights of way to such utility companies or public agencies or authorities or other persons or entities as it shall deem necessary or appropriate; and

Section 10.3.8. The right of the Association to enter into licensing agreements with commercial enterprises for the operation of recreational facilities and related concessions for the benefit of Owners and residents of Steeple Rock Point.

Section 10.4. Restriction on Use of Common Ground. No Member of the Association may place, install or construct, on a temporary or permanent basis, any furniture, equipment, structure, improvement or item including, but not limited to, a tree house, furniture, outbuilding, garden or playground/recreational equipment, within the Common Ground.

## ARTICLE XI ASSESSMENTS AND COLLECTION

Section 11.1. Purpose of Assessments. The assessments described in this Indenture shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Lots in the Subdivision, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors of the Association. This Article XI is subject to the provisions of Article V encompassing rights of the Declarant.

Section 11.2. Common expenses shall include but shall not be limited to:

Section 11.2.1. Expenses of administration, maintenance, insurance, repair or replacement of the Subdivision easements and Common Ground or other projects as deemed necessary and appropriate by the Board of Directors of the Association.

Section 11.2.2. Expenses related to the operation, use, maintenance, repair, replacement and modernization of the Wastewater Treatment System.

Section 11.2.3. Expenses declared to be common expenses by this Indenture;

Section 11.2.4. Repayment of debt incurred by the Association;

Section 11.2.5. Expenses agreed upon as common expenses by the Board of Directors of the Association;

Section 11.2.6. Expenses from street lights, monument and landscape lighting, landscaping and monument signs.

Section 11.2.7. Expenses associated with the emergency access way, including, but not limited to snow removal, maintenance, landscaping and repair.

Section 11.2.8. Such reserves as may be established by the Board of Directors of the Association for repair, replacement or additions to the Subdivision easements or Common Ground or other projects, or any other real or personal property acquired or held by the Association

Section 11.3. Creation of Assessments, Lien and Personal Obligation of Assessments.

Section 11.3.1. The Owner of each Lot within the Subdivision covenants and each Owner by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

Section 11.3.2. Annual assessments; \$500.00 per year per lot owner.

Section 11.3.3. Additional assessments; As needed to protect the owners properties.

Section 11.3.4. Specific assessments against any particular Lot which are established by this Indenture including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Indenture;

Section 11.3.5. Special assessments, which shall relate to a particular, one-time-only project; and

Section 11.3.6. All such assessments, together with late charges, interest not to exceed the maximum legal rate, out-of-pocket costs, and attorneys fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Section 11.3.7. Each such assessment together with late charges, interest, out-of-pocket costs, and attorneys fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for whatever portion may be due at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued before acquisition of title.

Section 11.3.8. Assessments shall be paid in the manner and on dates fixed by the Board of Directors. If the Board of Directors does not otherwise provide, the assessments shall be paid in annual installments.

Section 11.4. Annual Assessments. Beginning in 2022, the Board of Directors shall have the authority to levy uniform annual assessments against each Lot not to exceed Five Hundred Dollars (\$500.00) per year per Lot, whether vacant or improved; provided, however, that the Board may increase such assessment for any assessment year by an amount not to exceed ten percent (10%) of the annual assessment of the immediately preceding year.

Section 11.5. Additional Assessments. In the event the annual assessment is insufficient to pay for the Association's expenses, the Board of Directors shall have the authority to levy a

uniform additional assessment to meet such obligations, not to exceed Five Hundred Dollars (\$500.00) for that year per Lot, whether vacant or improved.

Section 11.6. Specific Assessment. The Board of Directors may also levy a specific assessment against any Member to reimburse the Association for costs incurred in bringing the Member and/or his Lot into compliance with the provisions of the Indenture, the amendments thereto, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. Specific assessments may be levied upon the vote of the Board after notice to the Lot Owner and the opportunity for a hearing before the Board.

Section 11.7. In the event that the Board considers it necessary to make any other expenditure requiring an assessment for a particular project, it shall submit in writing to the Members for approval an outline of the plan for the project contemplated and the estimated amount required for completion. The special assessment must be approved by the assent of the majority of the Members who are voting in person or by proxy at a meeting duly called for the purpose. Written notice shall be mailed to all Members at least thirty (30) days prior to such meeting.

Section 11.8. Quorum. Members or proxies entitled to cast not less than sixty percent (60%) of all votes shall constitute a quorum for a meeting under Section 11.7. If the required quorum is not present, a second meeting may be called. The required quorum at such meeting shall be thirty percent (30%) of all votes. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 11.9. Calendar Year; Proration. Annual assessments and additional assessments are to be calculated on a calendar year basis. Proration shall occur for any year in which the ownership of a Lot changes from Declarant to a third party purchaser of a Lot.

Section 11.10. Liens.

Section 11.10.1. Liens for Assessments. All sums assessed against any Lot pursuant to this Indenture together with any late charges, interest, out-of-pocket costs and reasonable attorneys fees actually incurred, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except for liens of ad valorem taxes, and liens for all sums unpaid on a first mortgage duly recorded in the records of the St. Charles County, Missouri Recorder of Deeds office.

Section 11.10.2. All other entities acquiring liens or encumbrances on any Lot after this Indenture shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for the assessments described in this Indenture, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 11.10.3. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from lien rights or any assessments later becoming due.



Section 11.10.4. The purchaser of a Lot shall be liable for the unpaid assessments chargeable to such Lot.

Section 11.11. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent.

Section 11.11.1. Any assessment delinquent for a period of more than thirty (30) days shall incur interest on the principal amount due at the rate of one and one-half percent (1.5%) per month from the date first due and payable at the maximum legal rate.

Section 11.11.2. If the assessment is not paid within sixty (60) days after the due date, a lien shall attach and the lien shall include interest as set forth in Section 11.11.1, all out-of-pocket costs; all costs of collection including attorney's fees actually incurred; and any other amounts provided or permitted by law. A notice of claim of lien may be filed by the Association, though it is not mandatory.

Section 11.11.3. In the event the assessment remains unpaid after ninety (90) days from the due date, the association may, as the Board shall determine, institute suit to collect such amounts and/or foreclose its lien.

Section 11.11.4. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against the Owner personally for the collection of such charges as a debt and/or to foreclose the lien in the manner established pursuant to the laws of the State of Missouri as they may exist from time to time. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all Owners.

Section 11.11.5. The Association, acting on behalf of the owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

Section 11.11.6. No Owner may waive or otherwise escape liability for the assessments by abandonment of the Lot.

Section 11.11.7. All payments shall be applied first to collection costs and attorneys fees, then to late charges, then to interest, then to newly-delinquent assessments, then to any unpaid installments of the assessments which are coming due within thirty (30) days of payment, and then to any unpaid installments of the assessments which are the subject matter of suit.

Section 11.11.8. Upon the timely cure of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the Board of Directors is hereby authorized to file or record an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Board of Directors to cover the costs of preparing and filing or recording such notice and such release.

Section 11.11.9. The assessment lien shall be in addition to all remedies provided in this Indenture or the Articles of Incorporation or the Bylaws of the Association or remedies provided

or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law or equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

## ARTICLE XII INSURANCE

Section 12.1. Authority. The Board of Directors, or its duly authorized agent, shall have the authority and shall obtain insurance for the appropriate needs of the Subdivision. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from insurable hazards, if such insurance is reasonably available. The General Liability and Umbrella policy shall have a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence.

Section 12.1.1. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as owner and beneficiary.

Section 12.1.2. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

Section 12.2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Indenture, each Owner covenants and agrees with all other Owners and with the Association that each Owner acknowledges that the Association has no responsibility to provide liability or casualty insurance nor insurance of any other type upon any Lot and that each Owner shall carry such insurance at his own expense.

## ARTICLE XIII ARCHITECTURAL AND ENVIRONMENTAL RESTRICTIONS

The Property shall be subject to the following architectural and environmental restrictions:

Section 13.1. Steeplerock Point and Lot owners are subject to the Architectural Standards and Guidelines for Residential Development Steeplerock Point Missouri, in addition to the architectural and environmental restrictions contained in this Indenture, which the Declarant may from time to time publish and/or amend.

Section 13.2. All areas on the Record Plat of Steeplerock Point identified as "Area to be preserved" shall be held in deed restricted private ownership which shall prohibit, in perpetuity, the development and/or subsequent subdivision of the resource protected property or their use for purposes inconsistent with the intent of the Steeplerock Point subdivision and Development Regulations of the County of St Charles, as may be amended. These easements and deeds of covenants for all Resource Protected areas shall inure to the benefit of,





be binding upon and may be enforced by, all Lot Owners of record of the Subdivision.

Section 13.3. Review by Committee. From and after the conveyance of an improved Lot by Declarant (or by a builder-developer approved by Declarant who purchases lots for sale to ultimate residential user) no building, fence, wall or other structure shall be commenced, erected or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural committee composed of three (3) or more Members of the Association appointed by the Board of Directors. Reference in this Indenture to "Architectural Control Committee" shall apply either to the aforesaid Committee or the Board of Directors, whichever happens to be acting at the time. In the event the Architectural Control Committee shall fail to approve or disapprove such design, materials, colors and location within forty-five (45) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this section will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

Section 13.4. Building and Materials and Construction. It is the intent of this Indenture that all buildings and structures within the Property shall be constructed of attractive exterior materials of high quality. The use of stone, brick and maintenance free materials is encouraged. In its review of submissions, the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction to insure that they are in conformance with the general objectives of the project as enumerated herein. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express consent of the Architectural Control Committee.

Section 13.5. Land and Landscaping Maintenance. Subject to the provisions of Section 7.2 above, it shall be the duty of the Owners to keep and maintain (including necessary cutting, watering, fertilizing, aerating, spraying, pruning, weeding and replacement) the lawns, ground covers, trees, shrubbery, vines and landscaping beds on Lots, including all easements within Lots other than easements dedicated to the Association. Lot Owners shall use best practices when fertilizing and spraying so as to avoid contamination to the drainage system and destruction to plant materials. 90% of all live trees shall be preserved unless express written consent to remove such trees has been granted by the Architectural Control Committee. All dead trees shall be removed promptly.

The Association shall have the right upon ten (10) days' notice to the Owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner, at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim, prune or replace any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or

the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such property in neat and good order, all at the cost and expense of the Owner (excepting however the Declarant or any builder-developer approved by Declarant who purchases lots for sale to ultimate residential user). All costs and expenses incurred by the Association hereunder shall be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property equal in priority to the lien provided for in Article XI hereof, and enforceable in the same manner as therein provided. In addition to the foregoing rights, the Association may, in the interest of the general welfare of all the Owners, provide maintenance, including replacement of landscaping, if such maintenance or repair is necessary, and if, in the judgment of the Association, the Owner(s) have failed or refused to perform such maintenance within a reasonable time after written notice of the necessity thereof delivered by the Board. All costs and expenses incurred by the Association shall be paid by the Owner(s) as applicable upon demand and if not paid within ten (10) days, they shall become a lien upon each Lot equal in priority to the lien provided for in Article XI hereof, and enforceable in the same manner as therein provided.

Section 13.6. N/A



Section 13.7. Circulation Systems. Pedestrian and bicycle circulation systems, if any, throughout the Property are an integral part of the overall planning and design concept. All buildings or structures on Lots immediately adjacent to designated circulation systems shall allow for unrestricted public pedestrian and bicycle passage as provided on the recorded plats of the Property.

Section 13.8. Wastewater Treatment . The owner of a Lot is responsible for the repair, maintenance, condition and replacement of any sewage pump located on the owner's Lot and the lateral sewer line(s) from the improvements on the Lot to the point of connection to a leach field

Section 13.9. It is incumbent upon each and every Owner to use best management practices at all times to prevent any interference with or interruption in the Wastewater System.

Section 13.10. Land Use. All ranch style homes to be constructed on a Lot shall have a minimum square footage of living space, not including the basement, of 2,400 square feet. All one and 1/2 and or two story homes to be constructed on a lot shall have a minimum square footage, not including basement, of 2,800 square feet.

Section 13.11. No structure shall be used for a purpose other than that for which the structure was originally designed without the express written approval of the Association.

Section 13.12. Height Restriction and Building Setback Lines. Building height shall not exceed three (3) stories as measured from the dirt grade elevation at the front of the building. Except as hereinafter may be provided, in no instance shall a building or residence be located within the minimum set back lines shown on the Record Plat of Steeple Rock Point.

Notwithstanding the foregoing, the topography of certain Lots in Steeple Rock Point may require variances in the building setback lines and orientations herein established, and the Association is hereby granted the right, power and authority to grant, in its reasonable discretion, any such variance.



Section 13.13. Uncompleted Structures. No building addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six (18) months after commencement of construction.

Section 13.14. Garages and Detached Structures. All garages must be either a side or rear entry garage, or a front entry garage that is through, with, attached or connected to a porte cochere; provided, however, that courtyard style garages attached to the residence may have one garage door facing the street or road. All detached garages and detached structures must meet the approval of the Association and the codes. If the Architectural Control Committee believes special circumstances exist such that only a front entry garage is feasible on a Lot, the Architectural Control Committee may, in its reasonable discretion, approve a front entry garage on such terms and conditions as set by the Architectural Control Committee.

Section 13.15. Frontage. All residences shall present a good, well-maintained frontage harmonious in design to the neighborhood, on the street on which it is located as shown on the Record Plat of SteepleRock Point subdivision. Residences located on corner lots shall present a good, well-maintained frontage harmonious in design to the neighborhood on both streets. A side entry garage may, in certain circumstances, face one of the Subdivision streets.

#### ARTICLE XIV RECONSTRUCTION

Section 14.1. Each Owner, his successors and assigns, hereby covenants and agrees to maintain his Lot in a neat and proper condition and to perform all necessary repairs except where the Association is required to maintain and repair. Each Owner further covenants and agrees to promptly restore, rebuild or replace all or any portion of the Owner's dwelling unit and its appurtenances located on the Owner's Lot when destroyed or damaged by any cause and each Owner further covenants to guarantee performance of this covenant that each Owner will maintain casualty insurance covering his Lot and dwelling unit with good companies in an amount sufficient to restore or rebuild the dwelling unit and its appurtenances.

Section 14.2. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed before improvement.



**ARTICLE XV**  
**USE RESTRICTIONS**

Section 15.1. Use Restriction. The Property shall be subject to the following use restrictions for and on behalf of each and every Owner of any Lot in Steeple Rock Point, their grantees, lessees, successors, and assigns.

Section 15.2. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the express written consent of the Association. This provision shall not, however, require the consent of the Association for the sale of an entire Lot as shown on the Record Plat of Steeple Rock Point. This provision must follow St. Charles County guidelines.

Section 15.3. No Commercial Activities. No commercial activities of any kind shall be conducted on any Lot other than home professional pursuits. Parking by employees, independent contractors, or customers/clients shall not be permitted on the streets or roads. This restriction shall not apply to a developer or builder conducting home sale operations with respect to Steeple Rock Point.

Section 15.4. Nuisances. No noxious or offensive activity shall be carried on upon any portion of a Lot, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood in the judgment of the Association, including, but not limited to, the keeping of any domesticated animals or excessive public visits to or from a residential structure. No exterior lighting shall be directed outside the boundaries of a Lot. Every effort shall be taken to preserve the natural beauty of the surrounding area property and therefore no continuous "dusk to dawn" lights will be permitted.

Section 15.5. Maintenance of Lots. Each Owner shall maintain and keep his building site (including all areas or facilities exclusively reserved for such site) in good order and repair (except for such repairs and maintenance as may be assigned to the Association), and shall do nothing which will prejudice the structural integrity or increase the rate of insurance on the improvements or which would be in violation of law. Each Owner shall keep all grass, plantings and other vegetation on the Owner's building site neatly cut, trimmed and in healthy condition.

Section 15.6. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by any Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Ground or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

Section 15.7. Animals. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Association in its sole judgment), or annoyance to the neighborhood is prohibited. No pets of any kind with vicious propensities will be allowed. Horses and other animals may be brought onto or kept on a Lot so long as such activity is in compliance with the municipal code of St Charles County and has the permission of the Association.



Section 15.8. Parking of Motor Vehicles, Boats, Motorcycles, Campers and Trailers.

No trucks or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers and trailers of any other description shall be permitted to be parked for more than 12 hours, or stored on any Lot unless they are parked or stored in an enclosed garage, or screened from view from the road, except only during periods of approved construction on the Lot. The foregoing prohibition shall not apply to temporary parking, such as for pick-up, delivery, and other commercial services. Motorcycles or ATVs may under no circumstances be allowed to create a track of any kind,

Section 15.9. Utilities. All utilities are to be located underground.

Section 15.10. Obstruction of Traffic. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 15.11. Antennas. No outside antennas of any kind shall be erected, installed, constructed or maintained on any Lot without the express written approval of the Architectural Control Committee.

Section 15.12. Satellite dishes. Satellite dishes greater than 36 inches in diameter are expressly prohibited. Satellite dishes under 35 inches in diameter shall be installed on a roof in such a way that they are not visible from the street.

Section 15.13. Temporary Structures. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 15.14. Playground and Recreational Equipment. With the prior written approval of the Association, playground and recreational equipment may be erected, installed or maintained, either permanently or temporarily, in any side or back yard.

Section 15.15. Storage of Rubbish. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless an aboveground receptacle is approved by the Architectural Control Committee.

Section 15.16. Garages. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the house .

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Section 15.17. N/A.



Section 15.18. Wood burning fireplaces shall be at the discretion of the Association and shall not be allowed to produce smoke that impacts another residence.

Section 15.19. Refuse. No refuse of any kind shall be disposed of or placed on the Common Ground or any lot.

Section 15.20. Use of Lots. Except as may be otherwise expressly provided in this Indenture, each Lot shall be used for residential purposes only as a residence for a single family, including parents. A single-family residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants. Garages are limited to the storage of vehicles and accessories. No lot or home may be rented or leased in any manner or be inhabited by any tenant or renter of any kind.

Section 15.21. Signs. Except as otherwise herein provided, no signs, window displays, or advertising signs shall be placed on any Lot or structure without the prior written consent of the Association. One exception is customary name and address signs not to exceed one hundred forty-four (144) square inches in size. Another exception is one "For Sale" sign, not to exceed five (5) square feet in size, which may be placed on each Lot for the sole and exclusive purpose of advertising for sale the Lot upon which it is placed. The use restriction is subject to the provisions of Article V encompassing reservations of the Declarant.

Section 15.22. Drilling and Quarrying.

Section 15.23. Dumping of Trash and Rubbish. Except for the Declarant and/or a builder-developer approved by Declarant, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage, or other waste shall not be kept except in sanitary containers, or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition. No trash, garbage, rubbish, refuse, debris, trash cans, or trash receptacles of any type shall be stored outside a building on any Lot, except that after sunrise on any day designated for trash pickup, said trash, garbage, rubbish, refuse, and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pickup. Burning of trash on the property shall be strictly prohibited.



Trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

Section 15.24. Fuel Tanks. No fuel tanks or containers of any nature shall be placed, erected, installed, or constructed on the front any Lot.

Section 15.25. Swimming Pools and Spas. Swimming pools of any kind on any Lot shall not be erected or maintained without the prior written approval of the Association.

Swimming pools must be constructed of quality materials and installed in a manner to prevent water leakage or structural collapse. All pools and spas must conform to local ordinance.

Section 15.26. Fences; Patios; Storage Areas. No fencing, or storage areas of any type shall be erected or maintained on any Lot without the prior written approval of the Association.

Section 15.27. Laundry Lines. No permanent or temporary poles for attaching wires or lines for the purpose of hanging laundry shall be constructed on any Lot.

Section 15.28. Rentals and Boarders. Owners shall not have the right to rent rooms. No "Boarders" shall be permitted to reside in the Subdivision. A "boarder" shall include a person who is not a member of the immediate family of the Lot Owner.

Section 15.29. Solar Collectors. Exterior solar collection system, generator system or any other similar type system or appliance may not be on the front of any structure or visible from the street and must be approved by the Association.

Section 15.30. Flag Poles. Flagpoles shall be allowed on any Lot approved by the Association.

Section 15.31. Storage of Personal Property and Vehicle. Personal property including, without limitation, boats, trailers, campers, commercial vehicles, camper shells, all-terrain vehicles ATVs shall not be placed or stored permanently or temporarily in the front of any Lot, nor shall they be parked on any street overnight.

Section 15.32. Recreational vehicles such as motor homes must be stored inside a garage.

Section 15.33. Except for Declarant and any builder-developer, no tractor trailers shall be placed on any Lot.





Section 15.34. Except for Declarant and any builder-developer, no commercial vehicles will be allowed unless they are stored in a garage.

Section 15.35. This prohibition shall not apply to temporary parking of trucks or commercial vehicles for pickup or delivery, construction, or other commercial services. Pick-up trucks and van type vehicles with a capacity of three-quarters (3/4) ton or less and used exclusively for private or personal purposes and not in any manner for commercial or business purposes shall not be classified as commercial vehicles; provided, however, a truck or van with lettering or attachments shall be considered as a commercial vehicle.

Section 15.36. No disabled, vagrant, unlicensed, inoperable, or old, unsightly motor vehicle shall be placed on any Lot or street.

Section 15.37. No repairing, body work, painting of any motor vehicles, including passenger cars, except while in an enclosed garage, shall be permitted and only then when the repairing, body work, or painting is occurring to a motor vehicle owned by a resident dwelling on the Lot on which such activity takes place.

Section 15.38. Indemnification for Action for Other. The Owners do hereby indemnify the Association, its officers and directors, for the actions of the Association, its officers and directors, Owner's children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

## SECTION XVI EASEMENTS

Section 16.1. Utility Easements. Easements for installation, maintenance, repair and replacement of utilities, streets, Common Ground, drainage facilities are reserved as shown on the Record Plat of Subdivision of Steeple Rock Point. Such easements shall include the rights of egress and ingress for construction, maintenance, repair and replacement purposes. No structure, planting, or other material shall be permitted to be placed or remain within easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels or sanitary sewer lines, or which in any other manner obstruct the use for which these easements are reserved.

## ARTICLE XVII MAINTENANCE

Section 17.1. Association's Responsibility. The Association shall maintain and keep in good repair the Subdivision entrance monument, the landscaping, the emergency vehicle access way.

Section 17.2. Owner's Responsibility. Subject to the provisions of Section 7.2 above, all maintenance of the Lots, and all structures, improvements, sidewalks, and other improvements within or upon the Lots shall be the sole responsibility of the Owner who shall perform such maintenance in a manner consistent with the standards of this Declaration.

Section 17.3. Owner's Failure to Comply. In the event the Association determines that any owner has failed to maintain the structures, grounds, and sidewalks on the Owner's Lot in a neat and attractive manner consistent with the provisions of this Indenture, the Association shall give the owner written notice of the Association's intent to provide the necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particulars the maintenance, repairs, or replacements deemed necessary. The Owner shall have thirty (30) days within which to complete the maintenance, repair, or replacement or in the event that such maintenance, repair, or replacement is not capable of completion within the thirty (30) day period, to commence such work which shall be completed within a reasonable time as established by the Association. One notice per violation will be given and will cover any continuation of that violation.

Section 17.3.1. In an emergency, the Association may take remedial action immediately without giving the thirty (30) day notice.

Section 17.3.2. If an Owner fails to maintain his Lot as provided in Section 15.5 and fails to respond within seven (7) days to the Association a notice to correct the condition, the Association may take immediate corrective action.

Section 17.3.3. Each Owner covenants and agrees that if such Owner fails to comply with the provisions of this Indenture, the Association shall have the right, without being deemed guilty of trespass, to enter upon the Lot to provide any maintenance, repair, or replacement at the Owner's sole cost and expense.

Section 17.3.4. Any specific assessment shall be paid to the Association upon demand, and if not paid within fifteen (15) days after demand, shall be deemed to be delinquent and collectible; this specific assessment shall become a lien against the Lot.

Section 18.1. N/A



**ARTICLE XIX**  
**REMEDIES AND ENFORCEMENT**

**Section 19.1. Enforcement.** The Association and each person to whose benefit this Indenture inures, may proceed through the judicial system to prevent the occurrence or continuation of any violation of any provision of this Indenture.

**Section 19.2. Suspension of Rights.** The Association may suspend all of any Owner's voting rights for any period during which any assessment against such Owner remains unpaid, or during the period of any continuing violation of the provisions of this Indenture or the Rules and Regulations. Suspension shall commence when an Owner is declared to be in violation of this Indenture or the Rules and Regulations by the Association and such suspension shall continue for an additional period not to exceed thirty (30) days after the violation has been cured.

**Section 19.3. Cumulative Remedies.** Remedies are cumulative and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy. No delay or failure on the part of an aggrieved party to invoke an available remedy shall be a waiver by that party of any right available to him upon the reoccurrence or continuance of said violation or the occurrence of a different violation.

**Section 19.4. Self-Helping.** In addition to any other remedies, the Association or its duly authorized agent(s) shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Indenture or the Rules and Regulations. Unless an emergency situation exists, the Association shall give the violating Owner thirty (30) days written notice of its intent to exercise self-help. All costs of self-help, including attorneys fees actually incurred, shall be assessed against the violating Owner and shall be collected as a specific assessment. Neither the Association nor its agents shall be deemed guilty in any manner of trespass or any other legal claim.

**Section 19.5. Attorney Fees.** The court in any action relating to the terms and provisions of this Indenture between the Association and any other party may award the Association reasonable expenses in prosecuting or defending such action, including attorneys fees actually incurred. In the event the Declarant or Association shall bring suit against any Owner for a violation of any of the provisions of this Indenture, the cost of suit and attorneys fees actually incurred will be assessed as costs against the Owner. The Association may include as a specific assessment to any violating Owner the cost of any effort before legal action to enforce provisions of this Indenture. In the event that any attorneys fees and costs are not paid by the Owner of said Lot within (30) days after the Association has assessed them specifically to the Owner of said Lot or within thirty (30) days after judgment for them has been rendered, then these fees and costs shall bear the maximum legal interest rate allowed by law. The Association may execute and acknowledge an instrument reciting this specific assessment and record it in the Office of the Recorder of Deeds, St. Charles County, Missouri. Thereupon the specific assessment shall become a continuing lien on the Lot of that Owner and shall bind the Owner, his heirs, successors and assigns.



Section 19.6. Fines. The Board may by resolution levy a fine of up to twenty-five dollars (\$25.00) per day upon any Lot for the continuing violation of the Indenture or the Rules and Regulations by the Lot Owner. Such fine shall only be imposed after the Board has given the Owner at least thirty (30) days written notice that a hearing will be held to determine the existence of any violation and only after the Board determines at such hearing that a violation exists. Any unpaid fines shall constitute a lien against the Lot.

**ARTICLE XX**  
**GENERAL PROVISIONS**

Section 20.1. Duration. The covenants and conditions and restrictions of this Indenture shall run with and bind the Properties and shall be of permanent duration to last for the life of the Subdivision, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot, his respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Indenture is recorded. After that the Indenture shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by a majority of the then Lot Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and conditions and restrictions, in whole or in part, or to terminate them, subject to the approval of St. Charles County.

Section 20.2 Amendment. This Indenture may be amended upon the written consent of at least two-thirds (2/3's) of the Members and the consent of the Board of Directors of the Association, subject to the approval of St Charles County. Amendments to this Indenture shall become effective upon recordation in the St. Charles County Office of the Recorder of Deeds, unless a later effective date is specified in the recorded Amendment. This provision is subject to the provisions of Article V encompassing rights of Declarant.

Section 20.3. Severability. Every provision of this Indenture is declared to be independent, of and severable from every other provision. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain unimpaired and in full force and effect.

Section 20.4. Captions and Gender. Captions in this Indenture 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.

Balance of page left intentionally black. Signatures appear on following page.

*Handwritten signature: D. Daniels for Steep Rock Point LLC*

*Handwritten initials: KD*

CONNECTICUT NOTARY ACKNOWLEDGEMENT

State of Connecticut

County of New Haven ss. Wallingford

On this the 22 day of November, 2021, before me, Jessica Lynn Colwick, the undersigned notary public, personally appeared Kevin Daniels, known to me (or proved to me on the basis of satisfactory evidence) to be the person who made and acknowledged making his mark on the within instrument in my presence.

Jessica Lynn Colwick  
Signature of Notary Public

