

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, APPROVING A RECORD PLAT, TRUST INDENTURES, GENERAL WARRANTY DEED, AND A DEPOSIT AGREEMENT, WHICH GUARANTEES REQUIRED IMPROVEMENTS, FOR A 12 LOT RESIDENTIAL SUBDIVISION THAT IS LOT 3 OF THE SUBDIVISION MADE BY THE BOARD OF PUBLIC SCHOOLS OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST, BEING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF STATE ROUTE 100 AND MELROSE ROAD, AND TO BE HEREAFTER KNOWN AS “WEST EDEN” SUBDIVISION.

WHEREAS, the City of Wildwood adopted a Master Plan and numerous ordinances to govern the development and subdivision of land that were intended to promote a policy of responsible use of properties; and

WHEREAS, the Planning and Zoning Commission and the City Council, as part of their adoption of the Master Plan, created four (4) conceptual land use classifications for the community, one of which was the Non-Urban Residential Area, where the density of housing is limited due to the character of the land area, rural roadway patterns, limited utility network, and abundant woodlands to be protected; and

WHEREAS, this property is over sixty-six (66) acres in area and, for the most part of its time, has been the site of one (1) single family dwelling and open fields and woodland areas; and

WHEREAS, the owner of this tract of land, Whalen Custom Homes, Inc., submitted a request to the City for it to consider a twelve (12) lot division of the property to accommodate an equal number of dwellings on site, with lots sizes beginning at no less than 3.4 acres of area; and

WHEREAS, Whalen Custom Homes, Inc. has completed the necessary aspects of the final platting process and is now submitting the Record Plat for this subdivision, which would authorize the contemplated twelve (12) lot division of the subject property, of which the owner has also agreed to future infrastructure improvements to it, per the attached Deposit Agreement, with two (2), Letters of Credit; and

WHEREAS, the Record Plat for this subdivision substantially complies with the approved Preliminary Plat/Improvement Plans acted upon by the City’s Planning and Zoning Commission on February 6, 2023, while the Deposit Agreement reflects the requirements and specifications of the City’s *Subdivision and Development Regulations*, all in the appropriate form for action by the City Council; and

WHEREAS, the Deposit Agreement, referenced herein, is guaranteed by Letters of Credit in the respective amounts for construction and maintenance of overall lot improvements, for a

period of two (2) years, with the option for additional extensions of time, to complete the development of these twelve (12) lots; and

WHEREAS, the properties resulting from this proposed division appear to meet the regulations prescribed by the Zoning Ordinance of the City of Wildwood for the aforementioned zoning district designation established upon this tract of land (NU Non-Urban Residence District); and

WHEREAS, these proposed lots comply with the parking and boundary line setback requirements and minimum dimensions mandated by the City of Wildwood's *Subdivision and Development Regulations*; and

WHEREAS, the developer is dedicating additional right-of-way for Melrose Road, as part of this proposed subdivision, along with approximately seventeen (17) acres of common ground is to be established for the purposes of the City's Public Space Requirements, which will be preserved for perpetuity, as part of the regulations relating to the Natural Resource Protection Standards; and

WHEREAS, the approval of this Record Plat complies with the standards and guidelines of the Master Plan and meets the requirements relating to it, given its location in the 'Non-Urban Residential Area'; and

WHEREAS, the City of Wildwood, on September 1, 1995, adopted specific ordinances, codes, and regulations enabling it to exercise and administer its zoning and subdivision authorities to promote the health, safety, and general welfare of its residents, which this action is in keeping with such intent.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AS FOLLOWS:

Section One. The City Council of the City of Wildwood, Missouri hereby approves an Ordinance authorizing a Record Plat, General Warranty Deed, Trust Indentures, and a Deposit Agreement, with two (2), Letters of Credit, which guarantees required improvements, for a twelve (12) lot residential subdivision that is Lot 3 of the subdivision made by the Board of Public Schools of Section 16, Township 44 North, Range 3 East, such being the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter, City of Wildwood, St. Louis County, Missouri, and more specifically situated on the northeast corner of the intersection of Melrose Road and State Route 100; hereafter to be known as "West Eden." These lots are graphically represented on the attached plat and accompanying legal description, more specifically, now hereto adopted and made a part of this ordinance.


Section Two. The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Record Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval upon this instrument. The petitioner is required and directed to record the approved Record Plat, General Warranty Deed, and Trust Indentures (within one

hundred twenty (120) days of its approval by the City Council of the City of Wildwood, Missouri) in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Section Three. The Mayor, the City Attorney, and the Director of Planning are hereby authorized to approve the Deposit Agreement, secured by two (2), Letters of Credit, which guarantees subdivision improvements for this development, by placing their signatures on this document indicating compliance to the requirements of the City in this regard.

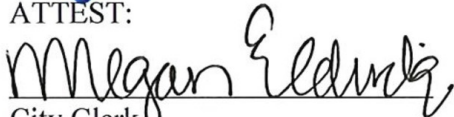
Section Four. This Ordinance shall be in full force and effect, from and after its date of passage and approval, provided all required fees are paid to the City, all applicable provisions of the *Subdivision and Development Regulations* are met, and recorded copies of the Record Plat are returned to the City by the petitioner.

This Bill was passed and approved this 14th day of AUGUST, 2023, by the Council of the City of Wildwood after having been read by title or in full two times prior to passage.




Presiding Officer

ATTEST:



City Clerk



James R. Bowlin, Mayor

ATTEST:



City Clerk

**LETTER OF CREDIT DEPOSIT AGREEMENT
GUARANTEEING SUBDIVISION IMPROVEMENTS**

THIS DEPOSIT AGREEMENT made and entered into by

**Whalen Custom Homes, Inc.
338 South Kirkwood Road, Unit 103
Saint Louis, Missouri 63122**

herein called DEVELOPER and CITY OF WILDWOOD, MISSOURI, herein called CITY:

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the City of Wildwood Department of Planning for the creation and development of a subdivision to be known as: **West Eden** (the "Subdivision") and requesting approval of the same; and

WHEREAS, the subdivision plans have been approved and the City of Wildwood Director of Planning ("Director") has reasonably estimated and determined that the cost of construction, installation and completion of the subdivision improvements, all in accordance with the provisions of Chapter 420 Sections 420.010 - 420.410 of the Code of Ordinances of the City of Wildwood ("Code"); and

WHEREAS, the DEVELOPER is seeking the approval of the CITY of the record plat of the aforesaid subdivision as the same is provided in Chapter 420 of the Code; and

WHEREAS, Chapter 420, provides, inter alia, that the record plat of a subdivision may be approved by the City of Wildwood only after the DEVELOPER submits a satisfactory deposit agreement guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved improvement plans;

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has deposited an irrevocable letter of credit and required fee with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of **Six Hundred Fifty-Five Thousand Twenty-Four Dollars and Sixty-Six Cents (\$655,024.66)** payable in lawful money of the United States of America, herein called CONSTRUCTION DEPOSIT, with the CITY, as a deposit guaranteeing the construction, installation, completion of the required subdivision improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with Section 420.080 of Chapter 420 and other applicable ordinances of the City.

2. That the DEVELOPER has also deposited an irrevocable letter of credit with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of **Fifty-Nine Thousand Five Hundred Forty-Seven Dollars and Sixty-Six Cents (\$59,547.66)** payable in lawful money of the United States of America, herein called MAINTENANCE DEPOSIT with the CITY, as a deposit guaranteeing the maintenance obligations of the DEVELOPER for the subdivision pursuant to Section 420.080 of Chapter 420 of the Code.

3. That the CONSTRUCTION DEPOSIT and the MAINTENANCE DEPOSIT guarantee the construction, installation, completion, and maintenance of the subdivision improvements in the Subdivision in accordance with the report of the Director of Planning dated **February 6, 2023**, a copy of which is attached hereto and made a part hereof and as per improvement plans and specifications for the Subdivision which have been filed with and approved by the Director of Planning and Director of Public Works of the City of Wildwood, Missouri, all of which are incorporated herein. The CONSTRUCTION DEPOSIT shall consist of an amount equal to 110% of the estimated costs of the construction, completion, and installation of the Subdivision required improvements ("ESTIMATED COSTS"). The MAINTENANCE DEPOSIT shall consist of an additional amount equal to 10% of such ESTIMATED COSTS for maintenance guarantee obligations pursuant to Section 420.080 of Chapter 420.

4. That in the event the CONSTRUCTION DEPOSIT or MAINTENANCE DEPOSIT herein provided is determined by the Director of Planning to be insufficient to complete or maintain the Subdivision improvements as required by Section 420.080 of Chapter 420, the DEVELOPER shall deposit with the CITY that additional deposit sum of lawful money of the United States of America that will be required to complete or maintain the said improvements; such additional deposit sum to be subject to the terms of this Deposit Agreement.

5. That the DEVELOPER guarantees that all required utilities and Subdivision improvements will be installed, constructed and **completed within two (2) years of the date of City Council approval of this Agreement**, as shown on page 5, ("COMPLETION DATE"). The COMPLETION DATE may be extended unilaterally by the Director for a period of up to two (2) years in his sole discretion as provided by Section 420.080 of Chapter 420.

6. CONSTRUCTION DEPOSIT Releases.

- a. That the CITY shall only release or disburse the CONSTRUCTION DEPOSIT or portions thereof upon receipt and in the amount set forth in a written authorization from the said Director of Planning, which authorization shall be given when, and only when, the improvements, or some portion of them, have been constructed, completed and installed and the Director has received the written approval of the appropriate inspecting authority. Nothing in this Agreement shall be construed to permit releases contrary to any restriction set forth in Section 420.080 of Chapter 420.
- b. In order to obtain such written approval, the DEVELOPER shall make written request to the appropriate inspecting authority to inspect, with a copy to the Director of Planning.
- c. Thereafter, upon receipt and written approval of the appropriate inspecting agency for any specific component or line item of a category of improvements, and after written request by the DEVELOPER for a specific release, the Director may at the Director's discretion release not more

than ninety five percent (95%) of the original sum deposited within the CONSTRUCTION DEPOSIT for the construction of such component or line item applicable to a specific required improvements. Irrespective of any discretionary prior releases that may be authorized by the Director after completion of any component of the guaranteed improvements (i.e. less than all of the improvements in a given category), the remaining amount held in the CONSTRUCTION DEPOSIT for a category of improvements shall be released within thirty days of completion of all of the improvements in such category of improvement, minus a retention of five percent which shall be released only upon completion of all improvements in the subdivision. The establishment of categories, components, and line items of required improvements for the subdivision, as attached hereto, shall in no way modify or reduce the developers guarantee as to all required improvements, irrespective of any release or completion of any category, or underlying component or line item. All improvements in a category shall be deemed complete only when (1) each and every component and line item within a category for the entire subdivision has been constructed and completed as required, (2) the developer has notified the Director in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection, (3) the developer is not in default or in breach of any obligation to the City under this section, including but not limited to, the Directors' demand for maintenance or for deposit of additional sums for the subdivision, (4) the inspection has been completed and the results of the inspection have been approved in writing by the Director.

- d. Upon final approval of all required improvements, the Director of Planning shall release from the remaining amount of the CONSTRUCTION DEPOSIT.

7. That in the event that the DEVELOPER shall default, abandon the Subdivision or fail to satisfactorily complete the improvements by COMPLETION DATE, whichever shall occur first, the CITY may complete, or have completed, the required improvements and apply the remaining CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT therefor. The CITY, through its Directors of Planning or Public Works, may further apply such necessary amount of the MAINTENANCE DEPOSIT to remedy any failure of the DEVELOPER to perform its maintenance obligations set forth in Section 420.080 of Chapter 420. For the purpose of this Agreement and the CITY'S rights hereunder, any and all of the CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT may be applied to completion or maintenance of any improvements in the event of default or of failure of the DEVELOPER to perform the obligations hereunder or as required by Section 420.080 of Chapter 420, and no limitation of any kind shall be implied from the line item calculations of separate improvements.

8. The MAINTENANCE DEPOSIT shall be further retained to guarantee the maintenance of the Subdivision improvements until the sooner of the (1) expiration of eighteen (18) months after acceptance for public dedication of the specific improvement by the City, or (2) expiration of eighteen (18) months after occupancy permits have been issued on 95% of all of the lots in the subdivision plat(s) subject to this deposit agreement. This remaining amount shall be subject to the immediate order of the Directors of Planning or Public Works to defray or reimburse any cost to the City of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Consistent with Section 420.080, the Director of Planning may release such amount, if any, of the remaining MAINTENANCE DEPOSIT in excess of that which

he determines to be necessary to satisfy the requirements of Section 420.080 of Chapter 420. Maintenance shall include repair or replacement of all defects, deficiencies, and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot having a valid building permit or as otherwise permitted by site plan), and street deicing and snow removal. All repairs and replacement shall comply with City specifications and standards. Any maintenance on improvements accepted by the City for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Public Works. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected, deposit released, and accepted by the governing body of the governmental entity for dedication. Irrespective of other continuing obligations, the developer's street deicing and snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance.

9. The Developer shall further be subject to each and every provision and requirement of Chapter 420 of the Code, and as may be amended, as well as Section 89.410, Mo.Rev.Stat., as may be amended, and all such other terms that are incorporated herein as if fully set forth. This Agreement and the obligations and rights hereunder are not assignable or transferable by the DEVELOPER. Furthermore, in the event of a default, abandonment or failure of the DEVELOPER to complete the improvements, no other person, firm or entity shall acquire (whether by contract, judicial foreclosure or other means) any rights to the remaining escrow funds as a DEVELOPER without entering into a separate Deposit Agreement with the City.

10. Exercise or waiver by CITY of any enforcement action under this agreement or Chapter 420 does not waive or foreclose any other or subsequent enforcement action whatsoever. The deposit placed under this agreement shall be governed by the provisions of Section 420.080 of Chapter 420, as amended, of the Code and the DEVELOPER agrees to the provisions thereof as if set forth herein.

11. The CITY and DEVELOPER hereby accept this agreement as a lawful and satisfactory Deposit Agreement under the provisions and requirements of Chapter 420, as amended, of the Code.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 30th day of October A.D. 2023

Whalen Custom Homes, Inc.

[DEVELOPER/COMPANY/CORPORATION]

No seal

ATTEST (seal):

Title: President
Type name: Michael Whalen

Title: Secretary
Type name:

CITY OF WILDWOOD, MISSOURI



Joe Vujnich
Joe Vujnich 8-2-2023
DIRECTOR OF PLANNING

APPROVED:
CITY OF WILDWOOD COUNCIL

ATTEST (seal):

Megan Eldridge
City Clerk

Joe Vujnich
MAYOR

Date Approved: 8/14/23
[Completion date is 24 mo. from above]

NOTE: The signatures of the DEVELOPER shall be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation secretary setting forth the authority of the signing officer and the acknowledgement of the corporation act must be attached.

APPROVED:

[Signature]
CITY ATTORNEY

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 30th day of October, A.D., 2023, before me appeared Michael Whalen to me personally known, who, being by me duly sworn, did say that (s)he is the President of Whalen Custom Homes, Inc., a Missouri Corporation and that (s)he executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him on behalf of the aforesaid corporation by authority of its Board of Directors and said Michael Whalen, as President of the said corporation, acknowledged said agreement to be a lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires March 26, 2027

JENNIFER BARTLEY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
COMMISSION NUMBER: 23249333
MY COMMISSION EXPIRES: MARCH 26, 2027

Jennifer Bartley
Notary Public

CORPORATE SECRETARY'S ACKNOWLEDGEMENT

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

On this 30th day of October, A.D., 2023, before me appeared James Whalen, to me personally known, who, being by me duly sworn, did say that (s)he is the Secretary of Whalen Custom Homes, Inc., a Missouri Corporation and that James Whalen who executed the foregoing agreement as President of the aforesaid corporation is in fact the President of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires March 26, 2027

JENNIFER BARTLEY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
COMMISSION NUMBER: 23249333
MY COMMISSION EXPIRES: MARCH 26, 2027

Jennifer Bartley
Notary Public

**REPORT OF ESTIMATED COST OF IMPROVEMENTS
West Eden (Ward 1)**

[12 Lots - Zoning: NU Non-Urban Residence District]

Total Acreage: 66.01 acres

Common Ground: 17.07 acres

[Northeast corner of State Route 100 and Melroase Road]

Setbacks: 50/30/30

CITY OF WILDWOOD, MISSOURI

Category 1

units	description	cost/unit	total
Construction of Streets			\$227,059.05
2,014.80 cu. yds.	Grading	@ \$10.00 p/cu/yd	\$20,148.00
75 lin. ft.	Sawcutting	@ \$5.75 p/lin/ft	\$431.25
3,556 Private R-O-W @ 20' wide [1600'L x 20'W] - Concrete		@ \$54.55 p/sq/yd	\$193,979.80
0.00 lin. ft.	Vertical concrete curb/gutter (6")	@ \$25.00 p/lin/ft	\$0.00
0.00 sq. yds.	Concrete (8" including base)	@ \$75.00 p/sq/yd	\$0.00
1	Turnaround Residential (asphalt)	@ \$12,500.00 each	\$12,500.00
Sidewalks			\$0.00
0.00 sq. ft.	Sidewalk 4" thick; 5'Wx400'L	@ \$5.00 p/sq/ft	\$0.00
Street Trees [per Approved Landscape Plan]			\$34,450.00
<i>West Eden Drive (Private)</i>			
53	2" caliper - Mix - Natives	@ \$650.00 each	\$34,450.00
Street Lights			\$16,000.00
2	Street lghts (16' typical height)	@ \$8,000.00 each	\$16,000.00
Street Signs			\$700.00
1	Street Signs	@ \$350.00 each	\$350.00
1	Stop Signs	@ \$350.00 each	\$350.00

Category 2

Storm Sewers (escrowed at 90% of line-item total)			\$0.00
95 percent (of 90%) storm in right of way			\$0.00
5 percent (of 90%) storm in right of way			\$150,000.00
lin.ft.	48" RCP	@ \$136.00 p/lin/ft	\$0.00
0	Storm Manhole	@ \$2,000.00 each	\$0.00
0	Curb Inlet, single	@ \$2,500.00 each	\$0.00
	Area Inlet, single	@ \$2,500.00 each	\$0.00
	Flared End Section (18")	@ \$1,500.00 each	\$0.00
	Outfall Structure	@ \$6,210.00 each	\$0.00
	End Pipe	@ \$724.00 each	\$0.00
sq. yds.	Riprap / Revet. - Heavy Stone	@ \$47.00 p/sq/yd	\$0.00
12	Dry Wells	@ \$12,500.00 per lot	\$150,000.00
Detention/Retention - 50' buffer reserve area			\$0.00
sq. ft.		@ \$2.30 p/sq/ft	\$0.00

Category 3

Grading/Siltation and Erosion Control			\$15,180.00
12 lots	Grading	@ \$260.00 p/lot	\$3,120.00
12 lots	Siltation Control	@ \$400.00 p/lot	\$4,800.00
12 lots	Erosion Control	@ \$400.00 p/lot	\$4,800.00
12 lots	Granular Fill	@ \$205.00 per lot	\$2,460.00
0 p/cu/yd		@ \$2.80 p/cu/yd	\$0.00
0 p/cu/yd		@ \$2.80 p/cu/yd	\$0.00

Category 4

Landscaping - Mitigation (Grand Trees)			\$0.00
trees		@ \$700.00 each	\$0.00
Mulch			\$1,087.50
145.00 cu. yds.	bark mulch-at the base of all trees/shrubs	@ \$7.50 p/cu/yd	\$1,087.50
Water Mains			
6	Private, per MDNR - St. Louis County - COV	\$25,000.00 per/pair	\$150,000.00

Category 5

Monuments					\$1,000.00
-----	Survey Monuments - first 4	@	\$910.00 each		
-----	Survey Monuments - over 4	@	\$215.00 each		
Retaining Walls - none					
0 sq.ft.	VersaLok Wall (H'xL')	@	\$55.00 p/sq/ft		\$0.00
Sanitary Sewers					
12	Individual Household Treatment System	@	\$0.00 per lot		\$0.00
Multi-Use Trail - none					
0 sq.ft.	Asphaltic Conc. (@ WxL)	@	\$5.00 p/sq/ft		\$0.00
Public Space Amenities - none					\$0.00
Fencing - none					
0 lin.ft.	Black Aluminum Picket - 4' high	@	\$75.00 p/lin/ft		\$0.00

ESTIMATED TOTAL COST OF IMPROVEMENTS* \$595,476.55

TEN (10%) PERCENT INFLATION FACTOR \$ 59,547.66

ESTIMATED COST OF CONSTRUCTION LETTER OF CREDIT \$655,024.21

ESTIMATED MAINTENANCE BOND REQUIREMENT ** \$ 59,547.66
(2nd separate Letter of Credit required)

Prepared By: T. Newberry Date: 11/2/2023
T. Newberry, Senior Planner

Approved By: Joe Vujnich Date: 07-07-2023
Joe Vujnich, Director of Planning

- * Cost estimates within categories are estimates and not for release purposes.
- ** The Maintenance Deposit will be held for a total of eighteen (18) months from either the date of FINAL acceptance of ALL PUBLIC IMPROVEMENTS by the City or after 95% of ALL occupancy permits have been issued.

- Category 1 = Street Improvements
- Category 2 = Stormwater Improvements
- Category 3 = Grading/Erosion Requirements
- Category 4 = Landscaping Improvements
- Category 5 = Miscellaneous Improvements

Accepted By: [Signature] Date: 10/30/23
[signature]

print name: Michael Whalen
[developer]

representing: Whalen Custom Homes, Inc.
[development company]

Space above for Recorder's Use

Title of Document: West Eden Declaration of Covenants,
Conditions and Restrictions

Date of Document: May___ 2023

Grantor: Whalen Custom Homes, Inc.

Grantee: West Eden Homeowners Association

Legal Description: See Exhibit A attached hereto.

**WEST EDEN
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

WHALEN CUSTOM HOMES, INC., a Missouri corporation (“Declarant”), and WEST EDEN HOMEOWNERS ASSOCIATION, a Missouri non-profit corporation (the “Association”), make and enter into this Declaration of Covenants, Conditions and Restrictions (“Declaration”) effective as of _____, 2023.

WHEREAS, Declarant is the owner of certain real property located in St. Louis County, Missouri, which is more particularly described as:

See Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, Declarant desires to create on the above-described property a planned residential community to be known as “West Eden”;

WHEREAS, Declarant desires to insure compliance with those requirements and the general purposes and objectives upon which the Subdivision (as hereinafter defined) has been established;

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in the Subdivision, to form a non-profit corporation which shall have the powers of administering and enforcing the covenants and restrictions hereinafter set forth;

WHEREAS, Declarant has caused to be incorporated under the laws of Missouri as a non-profit corporation, West Eden Homeowners Association, for the purpose of exercising the functions aforesaid; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as “covenants and restrictions”) are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Any common ground shall be used for the benefit, use and enjoyment of the Owners present and future and shall be the maintenance responsibility of the Directors of the Subdivision and that no Owner shall have the right to convey his/her interest in any common ground except as an incident of the ownership of a regularly platted lot.

ARTICLE I
Definitions

1.1 Definitions. The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

- (a) “Association” shall mean and refer to West Eden Homeowners Association, a Missouri non-profit corporation, and its successors and assigns.
- (b) “County” shall mean the County of St. Louis, Missouri.
- (c) “Declarant” shall mean and refer to Whalen Custom Homes, Inc., a Missouri corporation, and its successors and assigns if such successors or assigns should acquire undeveloped Lots from Declarant for the purpose of development.
- (d) “Declarant’s Withdrawal” shall refer to such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed and/or sold in phases) to persons or entities other than a successor builder or developer.
- (e) “Director” shall mean a member of the Board of Directors of the Association, and “Directors” shall refer to all members of the Board of Directors of the Association.
- (f) “Lot” shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Subdivision to be improved with Single-Family Dwellings.
- (g) “Mortgage” and “Mortgagee” shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.
- (h) “Owner” shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to Declarant where applicable but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) “Single-Family Dwelling” shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.
- (j) “Subdivision” shall mean those subdivided parcels known as Lot 1 through Lot 12 comprising that subdivision plat known as “West Eden” and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
Duration

2.1 Duration. The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant, the Owners and the Association and upon their successors and assigns for the duration of the Subdivision. In the event the subdivision is vacated, fee simple title shall vest in the then Lot Owners as tenants in common. The rights of any tenants shall only be exercisable appurtenant to and in conjunction with their Lot unit ownership. Any conveyance or change of ownership of any Lot shall convey with it ownership in the common ground, and no interest in the common ground 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 ownership of the common ground, although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Directors shall be abrogated.

ARTICLE III
EASEMENTS

3.1 Utility Easements. Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot. In the event that any utilities and connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

ARTICLE IV
MEMBERS

4.1 Members of Association. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2 Affirmative Vote. Except as otherwise provided herein and subject to power of Board of Directors and officers to act on behalf of the Association as provided for herein, the Owners shall be entitled to vote upon any decision or resolution and the majority of votes cast in person or by proxy shall determine the passage of any decision or resolution. A vote may be cast in person or by proxy. Cumulative voting shall not be permitted. Any Owner whose voting rights have been suspended shall not be entitled to vote. If a Lot is owned by more than one person, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Owner." If a Lot is owned by more than one person and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple

Owners. Once the majority position has been established the Voting Owner shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Owners shall be made by the Association. If an Owner owns more than one Lot, then such Owner is entitled to one vote for each Lot owned by such person or entity.

4.3 Membership List. The Secretary of the Association shall maintain an updated list of Owners and their last known post office addresses as provided by each Owner. The list shall also show opposite each Owner's name the address of the Lot(s) owned by such Owner. The list shall be revised by the Secretary to reflect changes in the ownership of Lots occurring prior to the date of the annual or special meeting. The list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the Association's minute book.

4.4 Proxies. Any vote may be cast in person or by proxy. Any designation of proxy shall be on a form approved by the Association and shall be filed with the Secretary of the Association before any meeting at which such proxy will vote.

4.5 Place of Annual and Special Meetings. All annual and special meetings of the Association shall be held at a suitable and convenient place located in the County, and fixed by the Directors from time to time and designated in the meeting notices.

4.6 Annual Meetings. Annual meetings of the Association shall be held at least once each year in the month of May on a date as shall be fixed by the Directors by written notice to the Owners, as further provided in the Declaration. The Owners may transact any business which may properly come before the meeting. At the Annual Meeting, the Directors shall report on the activities and financial condition of the Association. Subject to the rights of the Declarant described in this Declaration, at the Annual Meeting, the majority of the quorum (as described below) shall have the power to elect such Directors, who shall thereupon serve until their successors have been duly appointed or elected and qualified. The result of any election of Directors shall be certified by the persons elected as president and secretary at such meeting, and their certification shall be acknowledged and recorded.

4.7 Notice of Annual Meetings. The Secretary shall mail notice of annual meeting to each Owner directed to the last known post office address for such Owner as shown on the records of the Association, by regular mail, postage prepaid. Notices of annual meetings shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Articles of Incorporation of the Association, Bylaws of the Association, or this Declaration, and any proposal

to remove a Director. In lieu of mailing notice as herein provided, notices of annual meetings may be delivered by hand to the Owners, left at their residences in their absence or sent by electronic mail.

4.8 Special Meeting. A special meeting of the Association may be called by the President, a majority of the Directors, or upon presentation to the Secretary of a petition signed by the Owners having not less than twenty five percent (25%) of the votes entitled to be cast at such special meeting.

4.9 Notice of Special Meetings. The Secretary shall mail or deliver notice of any special meeting of the Association to each Owner in the manner provided in Section 4.7. The notice shall state the same items required by Section 4.7 for notices of annual meetings.

4.10 Owner Quorum. No business may be transacted at any meeting (special or general) of the Owners at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the Owners in attendance at the beginning of the meeting represent at least fifty percent (50%) of the votes eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either: (i) give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or (ii) take a vote of the Association on any proposed business by written ballot of the Owners in lieu of a meeting.

4.11 Order of Business. The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver or notice; (c) approval of the minutes of the preceding meeting; (d) reports of officers and committees; (e) election of Directors, if applicable; (f) unfinished business; (g) new business; and (h) adjournment.

4.12 Action Without Meeting by Written Ballot. Any action which may be taken by the vote of the Owners at a regular or special meeting may be taken without a meeting if done in compliance with relevant provisions herein and the Missouri Nonprofit Corporation Act. Any action which may be taken at any meeting of the Owners may be taken without a meeting if the Directors deliver a written ballot to each Owner entitled to vote on the matter. Such written ballot shall be sent to all Owners via first class mail, electronic mail, hand delivered or personally served. Such written ballot shall set forth each proposed action and shall provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this paragraph shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. All solicitations for votes by written ballot shall (i) indicate the number of responses needed to meet the quorum requirements, (ii) state the percentage of approvals necessary to approve each matter other than election of Directors, and (iii) specify the time by which a ballot must be received by the Association in order to be counted.

ARTICLE V DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be governed by the Board of Directors. The Board of Directors of the Association shall consist of three (3) members.

5.2 Original Directors.

(a) The original directors are Michael D. Whalen, Jane E. Whalen and Ryan Patton (the "Original Directors"). During the period of service of the Original Directors, one or more shall be subject to removal by Declarant, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office as set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder.

(b) After fifty percent (50%) of the Lots have been conveyed to an Owner other than the Declarant, one Director shall be elected by the Owners; after seventy five percent (75%) of the Lots have been conveyed to an Owner other than the Declarant, two Directors shall be elected by the Owners; upon the Declarant's Withdrawal or completion of Subdivision, three Directors shall be elected by the Owners.

5.3 Election of Directors. Following Declarant's Withdrawal, each Director shall be elected by the Owners, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the Owners. In the event that any Director elected hereunder shall die or become unable for any reason or unwilling, to serve as a Director or discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor.

5.4 Director Qualifications. All Directors, except the Original Directors and the Directors appointed by the Declarant prior to Declarant's Withdrawal or by the City, shall be Owners. If any Owner is a corporation, llc, partnership or trust, then any partner, officer, member, manager, director, employee or agent of such corporation, llc or partnership or trustee of such trust may be a Director.

5.5 Meetings of the Directors.

(a) All meetings of the Directors shall be held at a convenient place in the County or any other place or places designated at any time by resolution of the Directors. Meetings may also be held by any method of communication, including electronic and

telephonic, by which each Director may hear or be heard by every other Director, and any such meeting may involve consideration of any action, including any action involving a common vote on a fine, damage assessment, architectural control approvals or appeals thereto, or a suspension of a right of an Owner before the Owner has an opportunity to attend a meeting of the Directors to present such Owner's position on the issue.

(b) Regular meetings of the Directors may be held from time to time as may be determined by the Directors, provided that there be at least one regular meeting of the Directors in December of each year. Notice of regular meetings of the Directors shall be given to each Director personally, by telegram, telephone, facsimile or by United States mail, with postage prepared, directed to him or her at his or her last known post office address, as the same appears on the records of the Association, at least five but not more than thirty (30) days before the date of the meeting. This notice shall state the date, time, place and purpose of the meeting.

(c) Special meetings of the Directors may be called by the President or by the President or the Secretary upon the written request of any two Directors, on two days' prior notice to each Director. Special meetings may also be held by telephone conference.

5.6 Waiver of Notice. Before any meeting of the Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the minute book of the Association or made a part of the minutes of the meeting. Attendance by a Director at any meeting of the Directors shall likewise constitute a waiver by him of the required notice. If all Directors are present at any meeting of the Directors, no notice of the meeting shall be required and any business may be transacted at the meeting except as prohibited by law or this Declaration.

5.7 Quorum. At all duly convened meetings of the Directors, a majority of the Directors shall constitute a quorum for the transaction of business, except as otherwise expressly provided in this Declaration. The acts of a majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Directors. If at any meeting of the Directors there shall be less than a quorum present, the Directors present may adjourn the meeting from time to time and, at the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice of any Director.

5.8 Action Without a Meeting. Any action by the Directors, including any action involving a vote on a fine, damage assessment, or suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Directors to present the Owner's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the minute book of the Association. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

5.9 Records. The Directors shall cause a complete record of all of its acts and the corporate affairs of the Association to be kept and to present a general report thereof to the Owners

at each annual meeting of the Association or at any special meeting of Owners where a general report is requested in writing by one-third (1/3) of the Owners entitled to vote. All records pertaining to subdivision matters shall be open to the review of the Owners at the office of the Association during normal business hours, unless such records pertain to personal or confidential matters, legal actions, causes of action, litigation, or matters which are subject to attorney-client privilege or work product protection. Such records shall be retained for a minimum of three (3) years unless authorized for earlier destruction by a majority vote of the Owners.

5.10 Vacancies. Where the provisions of this Agreement cannot be fulfilled by reason of unfilled vacancies among the Directors, the City Council of the City of Wildwood may, upon the petition of any resident, appoint one or more Directors to fill such vacancies until such time as Directors are elected in accordance with this Agreement. Any person so appointed by the City Council of the City of Wildwood who is not a Lot Owner 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 or special assessments contained in this Agreement.

ARTICLE VI OFFICERS

6.1 Officers. The officers of the Association shall be a President, Secretary and Treasurer. The offices of President and Secretary may not be held by the same person. The Secretary may be eligible to hold the office of Treasurer. A Director shall be elected as President. The Treasurer and Secretary need not be Directors.

6.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the meeting of the Owners held pursuant to Section 4.6 of this Declaration and shall hold office until their successors are elected or appointed by the Directors; provided that each officer may be removed, either with or without cause, and his successor elected by the affirmative vote of a majority of the Directors at any annual or special meeting of the Directors called for that purpose. The Directors may, from time to time, appoint other officers which, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Directors or to the President or Secretary. Any resignation shall take effect as of the date of the receipt of the written notice or any later time specified therein; unless specified therein, the acceptance of the written notice shall not be necessary to make it effective.

6.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in Section 6.2.

6.4 President. The President shall be the chief executive officer of the Association and shall have the powers described in the Bylaws of the Association.

6.5 Secretary. The Secretary shall attend all meetings of the Directors and all meetings of the Owners and record all votes and the minutes of all such meetings and proceedings, including resolutions, in the minute book of the Association. The Secretary shall perform such other duties as are described in the Bylaws of the Association.

6.6 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Directors. The Treasurer shall perform such other duties as are described in the Bylaws of the Association.

6.7 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE VII POWERS AND DUTIES OF THE ASSOCIATION

7.1 Powers and Duties of the Association. The Association, by and through its Board of Directors and its officers, shall have the following rights, powers, duties and obligations:

(a) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements.

(b) To exercise such control over the easements and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate and maintain any storm water control easement and facilities, including rain gardens, lakes and other retention areas, serving any portion of the Subdivision, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

(c) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the Subdivision by appropriate landscaping or by a Subdivision sign or in such other manner as the Association shall deem appropriate.

(d) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

(e) At the discretion of the Association, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(f) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. Neither the Declarant, nor the Directors, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees, shall be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(g) At the discretion of the Association, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Directors, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Subdivision, and for any Owners, or Owner principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Subdivision.

(h) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as the Directors deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against the Association or against the Directors individually or collectively in their capacity as Directors.

(i) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

(j) With regard to all property, real, personal or mixed, owned or held by the Association, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Association's powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with, in all respects, limited only as provided in this Declaration or by law.

(k) The Association shall deposit the funds coming into the Association in a state or national bank protected by the Federal Deposit Insurance Corporation.

(l) All rights, powers, duties, privileges, approvals, decisions, discretionary determinations and acts of every nature and description conferred upon the Association or the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(m) Notwithstanding any other condition herein, the Association shall make suitable provision for compliance with all Subdivision and other ordinances, rules and regulations of all applicable governmental or quasi-governmental authorities maintaining jurisdiction or control in and to the Subdivision, including but not limited to the City of Wildwood and St. Louis County. Specifically, and not by way of limitation, the Association shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

ARTICLE VIII ARCHITECTURAL CONTROL

8.1 Architectural Control. No building, fence, wall, driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made, nor shall any removal of any tree with a three (3) inch or greater caliper or any change in grade or slope of any Lot be made, until all plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location of the same entrances and driveways, and configuration of all improvements upon said Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. It is the intent of this Declaration that the restrictions of this Section shall not apply to Declarant for so long as Declarant owns a Lot in the Subdivision. With respect to architectural approvals, the Directors, at their option, may appoint and remove an

architectural approval committee comprised of not less than three (3) nor more than five (5) Owners to review all proposed construction and submit recommendations of approval or disapproval of same to the Directors. All requests for approval submitted to the Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions.

ARTICLE IX USE RESTRICTIONS

9.1 Use Restrictions. The following restrictions shall apply to all portions of the Subdivision, and Declarant, for and on his behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(a) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Association. No residence, other than one Single-Family Dwelling, may be constructed on each Lot.

(b) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by Declarant, or any successor builder-developer, nor the conduct of a home based business in strict accordance with the provisions of the applicable zoning ordinances.

(c) No noxious or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

(d) Each Owner shall maintain and keep his Lot in good order and repair.

(e) Unless expressly permitted by the affirmative vote of a majority of the Owners, no animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Subdivision, except that no more than two (or such higher number as determined by the Association) dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

(f) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by Declarant or by a successor builder-developers in connection with the development of the Subdivision and the sale, rental, and/or construction of improvements on the Lots.

(g) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence temporarily

or permanently. No outbuildings, sheds, barns, shacks or structures whether of temporary character or not, other than the residences constructed on Lots, and garages not less than 400 square feet in size, shall be constructed or maintained on any Lot.

(h) Anything to the contrary herein notwithstanding, including without limitation Section 8.1 hereof, no fencing of any type shall be erected or maintained in front of the front building line of any Lot.

(i) Nothing contained in this Declaration shall restrict, limit, inhibit or prevent Declarant, his successors or assigns, from developing the Subdivision and building residences and selling the same.

(j) No Lot shall have an exterior solar collector system, wind generator system, or any similar type system or appliance without Director approval pursuant to Section 8.1 hereof.

(k) No Lot shall have an antenna, mast, or similar appliance, or an exterior free-standing signal receiving dish exceeding two (2) feet in diameter, provided that any such dish shall not be situated in front of the front building line of any Lot.

(l) No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold. This provision shall not, however, require the consent of the Association for the sale of an entire Lot as shown on a final recorded Subdivision plat.

(m) Personal property, including, without limitation, boats, trailers, trucks, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport on any Lot, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot or on any street "overnight." For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 midnight and 8:00 a.m. Notwithstanding the foregoing restriction, the placement or storage of any such vehicle on a permanent concrete pad or driveway extension behind the front building line shall be permitted on any Lot.

(o) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

(p) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored

or suffered to remain upon any of the Common Ground or the Lots other than in an enclosed garage.

(q) 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 above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.

ARTICLE X DEVELOPER RIGHTS

10.1 Development of Subdivision. Declarant and/or successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Subdivision until such development is completed. Neither the Association nor the Directors shall interfere with the orderly development of the Subdivision or the rights of Declarant in such development. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in Declarant; provided however, the Association shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. The provisions of this subsection may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot in the Subdivision.

10.2 Specific Developer Rights. Without limiting the generality of Section 10.1 above, notwithstanding any provision of this Declaration to the contrary, the Declarant reserves the following rights, powers and exceptions regarding each and every Lot subject to the terms and provisions of this Declaration:

(a) Declarant reserves the right to add additional real property which may become subject to this Declaration, 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 Declaration; provided that the additional property shall be contiguous to the property which is already subject to this Declaration.

(b) Nothing herein shall be construed to prohibit the Declarant from establishing or erecting such promotional and/or informational signs as it shall determine necessary, in its sole discretion, on any portion of the Subdivision. Any such sign may be of a type, size and character as Declarant solely shall determine suitable to serve said purpose.

(c) Nothing herein shall be construed to prohibit the establishment or maintenance 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 Subdivision for so long, and until, the last Lot has been conveyed by Developer to a third party purchaser. Further, nothing herein shall be construed to prohibit the

establishment, construction, erection or maintenance by Declarant of a temporary parking lot or fencing on any part or parts of the Subdivision for so long, and until, the last Lot has been conveyed by Declarant to a third party purchaser.

(d) So long as any Lot shall be owned by the Declarant, such Lot shall not be subject to any restrictions herein regarding use or architectural control (including the provisions of Section 8.1 and Section 9.1), and the Declarant 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. Notwithstanding the foregoing, Declarant may but shall not be obligated to, in its sole and absolute discretion, loan or make contribution(s) to the Association to fund an Association budget deficit.

(e) Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, Subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street within the Subdivision.

(f) Declarant reserves the right to amend this Declaration by modification, addition or deletion of any provision hereof until the last to occur of: (i) five (5) years from the date hereof, or (ii) sixty (60) days after Declarant has closed upon and conveyed all Lots in the Subdivision to third party purchasers by recording such amendment in the Recorder of Deeds of the County.

ARTICLE XI GENERAL PROVISIONS

11.1 Enforcement of Declaration. The Association or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Association against an owner or if the Association retains legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Association rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the owner shall be personally liable for and pay the Association's reasonable attorney's fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Association has given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate which is the lesser of eighteen percent (18%) per annum or the highest rate allowed by law and the Association may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds for the County, thereupon the

debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns.

11.2 Amendment of Declaration. Except as otherwise provided in Sections 10.1 and 10.2, this Declaration and any part thereof may be amended, modified or changed by a written agreement signed by not less than two-thirds (2/3) of the Owners, provided, however, that to the extent required by applicable law, any such amendment shall be subject to the review and approval of the Director of Planning for the County; and such written and signed amendment or modification shall be recorded with the Office of the Recorder of Deeds for the County and shall become a part of the provisions and restrictions of this Declaration.

11.3 Assignment by Declarant. In connection with the sale of all or part of the Subdivision subject to this Declaration, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

11.4 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of the County or any appropriate municipality for each Owner.

11.5 Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

11.6 Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Association, for any public purpose, the Association, during the period of this Declaration is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Association needs be made a party, and in any event, the proceeds received shall be held by the Association for the benefit of those entitled to the use of the Common Grounds, roads or easements.

ARTICLE XII WASTEWATER TREATMENT

12.1 Individual Wastewater Treatment. Wastewater for each residence shall be treated by an individual wastewater treatment facility that complies with all local, state, and federal wastewater treatments requirements. The systems to be installed on each lot shall meet the 10 BOD/15 TSS; pH range of 6 to 9; and 400 or less fecal coliform colonies per 100 milliliters of discharge.

12.2 Maintenance Requirements. Each wastewater system shall be maintained and serviced in accordance with St. Louis County Plumbing Code requirements. Each Owner shall provide written verification of bi-annual inspections, repairs, or improvements to their system to the Association. Failure to provide verification of inspection will result in fine equal to four

hundred (\$400.00) dollars. Each Lot will be assessed a one-time fee of two thousand six hundred dollars (\$2,600.00) upon the closing of the conveyance of said Lot from the Declarant to the first Owner of said Lot, which shall be held in a designated account exclusively for any maintenance or repairs to any wastewater treatment system that is not operating properly or in accordance with local, county, and state performance requirements. This designated account shall maintain a balance of no less than \$33,800 for a period of ten (10) years from the date of plat recording. Any reimbursement required to this account will be charged to Lot Owner of the system requiring a repair or maintenance as a special assessment. If the property owner does not reimburse the Association within 90 days of expenditure, the remaining property owners shall be responsible to store the minimum balance. This includes any resident, Lot Owner, the Declarant or developer as lot owner, or successor Declarant or developer as lot owner. Each Lot Owner agrees to provide any necessary temporary easements or construction licenses to the Association, its agents, or contractors, to facilitate the maintenance or repairs required. The determination of required repairs or maintenance shall be made by a qualified building official from the City of Wildwood, St. Louis County, or a certified engineer contracted by the Association. Subsequent to the ten (10) year holding period for the designated account, the funds may be released to the Association's general fund.

ARTICLE XIII POTABLE GROUND WATER

13.1 Potable Water. Potable water shall be provided to each of the twelve (12) Lots using six (6) multi-family wells. Each of these wells will service two (2) Single Family Dwellings and will provide a potential third service for shared irrigation or non-potable water use. Each well will be placed on an individual Lot at a location to be determined by a licensed Missouri well installer to optimize performance. Each Lot Owner hereby agrees to provide any easement or construction license necessary for a water service line from the well. The Association will maintain a record of the well locations and certificates. Each property owner will be required to share equally in the maintenance and repair cost of the well servicing their Lot. The Association reserves the right to perform any and all repairs or maintenance for any multi-family well but is not obligated to do so. The cost of any such repair or maintenance will be reimbursed to the Association by a special assessment levied against the affected Lot Owners.

ARTICLE XIV RESTRICTION OF ADDITIONAL LOTS OR FUTURE SUBDIVISION

14.1 No Additional Lots or Subdivision of Common Ground for the Creation of Additional Building Lots shall be Permitted. The re-subdivision of any lot or common ground for the purpose of creating any additional building lot is expressly prohibited by this Declaration. The Sixty-Six (66) +/- acres that comprise West Eden shall not be subdivided or re-subdivided in manner that would create any additional building lots. The environmental, geologic, and geotechnical conditions that exist on this property will only allow for twelve individual building lots. No action may be taken that would increase the number of building lots on this parcel or have an adverse impact on the underlying environmental conditions upon which it was originally designed and approved. This condition shall apply to Declarant, its successors and assigns, and all Lot Owners and shall continue in perpetuity.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.

WHALEN CUSTOM HOMES, INC.,
a Missouri corporation

By: _____
Name: Michael D. Whalen,
Title: President

WEST EDEN HOMEOWNERS ASSOCIATION, a
Missouri non-profit corporation

By: _____
Michael D. Whalen, President

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2023, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that s/he the President of Whalen Custom Homes, Inc. a Missouri corporation, and said _____ acknowledged said instrument to be the free act and deed of said company.

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:

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

On this ____ day of _____, 2023, before me personally appeared Michael D. Whalen, to me personally known, who, being by me duly sworn, did say that he is the President of the West Eden Homeowners Association, a non-profit corporation of the State of Missouri, said directors acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

Exhibit A
Legal Description

CONSENT OF MORTGAGEE

The undersigned, holder of the following Deeds of Trust, recorded in the Office of the Recorder of Deeds within and for St. Louis County, Missouri, at the following Books(s) and Page number(s), to-wit:

Book

Page

•

does hereby consent to the foregoing West Eden Declaration of Residential Covenants, Conditions and Restrictions and subordinate the liens of said Deeds of Trust thereto.

Dated

_____ Bank

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

On this _____ day of _____, 2023 before me personally appeared _____ President of _____ to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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:



3610 Andora Place
 Saint Louis, Missouri 63125
 Ph (314) 800-8446
 Fax (314) 200-3006
 www.checkpointsurveying.com

WEST EDEN
 LOT 2 & 3 NW 1/4 OF NE 1/4 AND NE 1/4 OF NW 1/4 OF
 SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST
ST. LOUIS COUNTY, MISSOURI

Project No.: 22-102
 Date: 06/23/2023

Drawn By: S.L.S.
 Checked By: D.D.D.

PROFESSIONAL REGISTRATIONS
 CHECKPOINT SURVEYING LLC
 LICENSE NO.
 LS-2014026496

SEAL

SIGNATURE _____

DATE _____

DUANE D. DORMEIER, PLS
 MISSOURI LICENSE NO. 2014020710

THE SEAL AND SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED. THE SIGNER OF THIS DOCUMENT EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DOCUMENTS THAT DO NOT BEAR HIS SEAL AND SIGNATURE INCLUDING, BUT NOT NECESSARILY LIMITED TO, DRAWINGS, SPECIFICATIONS, ESTIMATES, REPORTS AND OTHER SIMILAR INSTRUMENTS OF SERVICES INTENDED TO BE USED FOR THIS PROJECT.

Revision No.	Date	Description

SHEET
 1 OF 2

OWNER'S CERTIFICATE:

1. THE UNDERSIGNED OWNER(S) OF THE LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE CAUSED SAID TRACT OF LAND TO BE SURVEYED AND SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "WEST EDEN", AND THE STREETS SHOWN DOTTED ON THIS PLAT AS PRIVATE STREETS.

2. ALL EASEMENTS AND PRIVATE STREETS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSE, ARE HEREBY DEDICATED TO THEIR SUCCESSORS AND ASSIGNS AS THEIR INTEREST MAY APPEAR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING OF PUBLIC SEWER AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID UTILITIES, SEWERS AND DRAINAGE FACILITIES.

3. ALL EASEMENTS AND PRIVATE STREETS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES ARE HEREBY DEDICATED TO CITY OF WILDWOOD, MISSOURI, MISSOURI-AMERICAN WATER COMPANY, SPIRE GAS COMPANY, AMEREN UNION ELECTRIC COMPANY, AND THE RELEVANT TELEPHONE AND CABLE TELEVISION COMPANIES, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, REPLACING, MAINTAINING, AND REPAIRING OF PUBLIC UTILITIES AND FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID UTILITIES AND FACILITIES. ANY EXCAVATIONS MADE IN THE ABOVE-DESCRIBED PROPERTY BY ANY OF THE ABOVE PARTIES, SHALL BE RESTORED AS NEARLY AS PRACTICAL TO ITS FORMER CONDITION, INCLUDING RE-VEGETATION.

4. ALL EASEMENTS HAVE BEEN LOCATED AND IDENTIFIED ON THIS PLAT. BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT.

TO THE BEST OF OUR KNOWLEDGE, THE ORIGINAL INDENTURE EXPIRED AND SINCE, THESE PROPERTIES HAVE NOT BEEN SUBJECT TO ANY INDENTURE OR RESTRICTIONS. THIS SUBDIVISION IS SUBJECT TO THE ROADWAY MAINTENANCE AGREEMENT CONTAINED IN AN INSTRUMENT FILED IN DEED BOOK _____, PAGE _____, IN THE ST. LOUIS COUNTY RECORDS.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES OR LIENS. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20____.

 MICHAEL WHALEN

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

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____, TO ME PERSONALLY KNOWN TO BE THE PERSON DESCRIBED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGES IT WAS EXECUTED AS A FREE ACT AND DEED.

IN TESTIMONY WHEREON, I HAVE SIGNED AND SEALED THE FORGOING THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

LIEN HOLDER'S CERTIFICATE:

WHEREAS, _____ BY A DEED OF TRUST, DATED _____ AND RECORDED IN THE RECORDER'S OFFICE, IN AND FOR THE COUNTY OF ST. LOUIS AND THE STATE OF MISSOURI, IN BOOK _____, PAGE _____ CONVEYED TO THE TRUSTEE THEREIN, CERTAIN REAL ESTATE, TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH, AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTLY PAID AND SATISFIED.

NOW, THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES BY HEREBY REMISE, RELEASE AND QUIT-CLAIM UNTO THE PRESENT OWNERS, PART OF THE ESTATE IN SAID DEED OF TRUST DESCRIBED, SITUATED IN THE COUNTY OF ST. LOUIS, AND STATE OF MISSOURI, TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT, AND ALL STREETS, PUBLIC OR PRIVATE, OR ROADWAY EASEMENTS ON THIS PLAT.

TO HAVE AND TO HOLD THE SAME, WITH ALL THE APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 20____.

BY: _____

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

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE _____ OF _____ A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND SAID _____ FURTHER ACKNOWLEDGES SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION

IN TESTIMONY WHEREON, I HAVE SIGNED AND SEALED THE FORGOING THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

CITY OF WILDWOOD

I, _____, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI DO HERBY VERIFY A SUBDIVISION PLAT WAS APPROVED BY ORDINANCE NUMBER _____, UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE _____ DAY OF _____, 20____, SAID ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE AS TESTIMONY WHEREOF, I HEREBY NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI ON THIS _____ DAY OF _____, 20____.

 CITY CLERK

CITY OF WILDWOOD DEPARTMENT OF PLANNING

THIS ACKNOWLEDGMENT CERTIFIES THIS SUBDIVISION HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS _____ DAY OF _____, 20____.

 DIRECTOR OF PLANNING

PRELIMINARY

3610 Andora Place
 Saint Louis, Missouri 63125
 Ph (314) 800-8446
 Fax (314) 200-3006
 www.checkpointsurveying.com

WEST EDEN
 LOT 2 & 3 NW 1/4 OF NE 1/4 AND NE 1/4 OF NW 1/4 OF
 SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST
ST. LOUIS COUNTY, MISSOURI

Project No.: 22-102
 Date: 06/23/2023

Drawn By: S.L.S.
 Checked By: D.D.D.

PROFESSIONAL REGISTRATIONS
 CHECKPOINT SURVEYING LLC
 LICENSE NO.
 LS-2014026496

SEAL

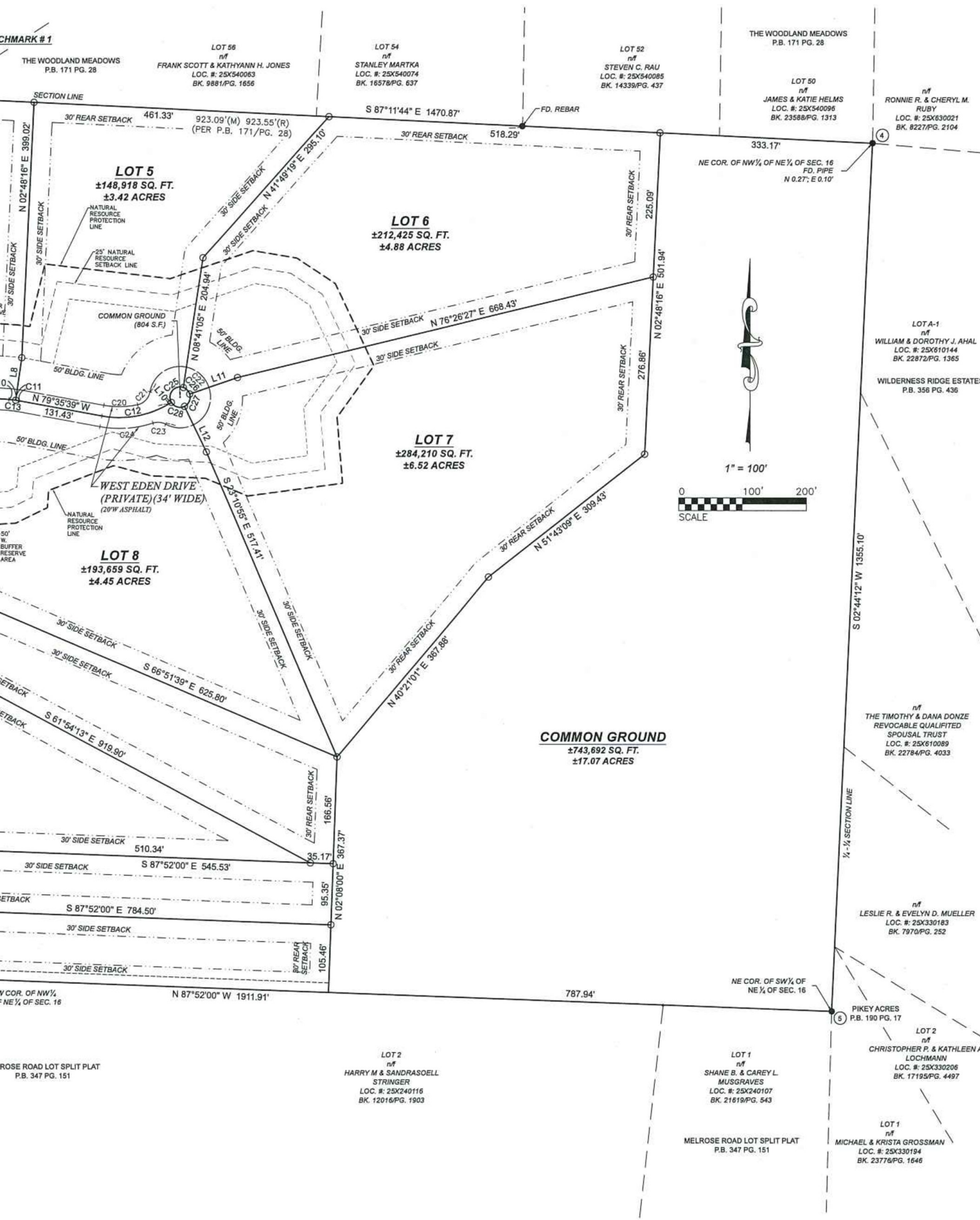
SIGNATURE

DATE

DUANE D. DORMEIER, PLS
 MISSOURI LICENSE NO. 2014020710

THE SEAL AND SIGNATURE APPLY ONLY
 TO THE DOCUMENT TO WHICH THEY
 ARE AFFIXED. THE SIGNER OF THIS
 DOCUMENT EXPRESSLY DISCLAIMS ANY
 AND ALL RESPONSIBILITY FOR
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PRELIMINARY