

Lincoln County
River Bluff Phase One-AKA Wehde Farm
MOR105699

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Bob Holden, Governor • Stephen M. Mahfood, Director

August 18, 2003

Leonard Kaplan
Kaplan Development, LLC
P O Box 340
St Peters, MO 63376

Dear Mr Kaplan

Pursuant to the Federal Water Pollution Control Act, under the authority granted to the State of Missouri and in compliance with the Missouri Clean Water Law, we have issued and are enclosing a General State Operating Permit to discharge from River Bluff Phase One-AKA Wehde Farm

Monitoring reports that may be required by the special conditions must be submitted on a periodic basis. Copies of the necessary report forms, if required, are enclosed and should be mailed to the St. Louis Regional Office. Please contact this office for additional forms.

This General Permit is both your federal discharge permit and your new state operating permit and replaces all previous state operating permits issued for this facility under the same permit number. In all future correspondence regarding this facility, please refer to your general permit number as shown on page one of your permit.

If you have questions concerning this permit, please do not hesitate to call the St. Louis Regional Office at (314) 416-2960.

Sincerely,

ST. LOUIS REGIONAL OFFICE



Mohamad Alhalabi, P.E.
Regional Director

MA THH jh
THH
Enclosure

c WPCP

**ENGINEERING REPORT
FOR A**

***PROPOSED SANITARY SEWER
TREATMENT FACILITY***

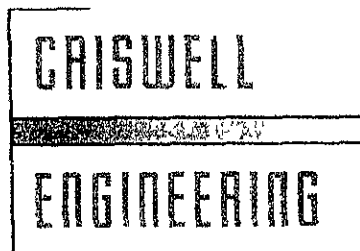
FOR THE

RIVER BLUFF SUBDIVISION

**A 160 LOT SUBDIVISION LOCATED
WITHIN LINCOLN COUNTY, MO**

PREPARED BY

CRISWELL ENGINEERING
1663 N. MAIN STREET
O'FALLON, MO 63366
(636) 240-4031



MAY 2003

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WEHDE FARM SUBDIVISION WASTEWATER SYSTEM

INTRODUCTION

This report has been created to outline the design criteria and specifications for a sanitary sewer treatment facility to serve the Wehde Farm Subdivision. The proposed 160-lot subdivision is located in Lincoln County, Missouri off of Highway 79. See Appendix A for location Map. The subdivision is expected to be constructed in two phases. Phase one is expected to include approximately 160 lots and phase two is expected to include an undetermined amount with a separate treatment facility. The proposed sanitary sewer treatment facility is an extended aeration treatment plant as originally designed by Masterson & Associates and revised by Criswell Engineering to meet this application. This type of facility has recently been used in Lincoln County and has been very successful.

COLLECTION SYSTEM

This system is designed to collect the sanitary waste from 160 single-family homes by a gravity sewer system. The waste will be conveyed to a central sanitary sewage plant located near the eastern boundary of the tract (see construction plans). The sewer lines will be constructed of PVC pipe and will be 8" diameter. The manholes will be constructed of precast concrete (no brick). The sewer lines will be constructed in accordance with the recommendations of the Missouri Department of Natural Resources.

TREATMENT ALTERNATIVES

Several treatment methods are suitable for the treatment of domestic sanitary sewage in Missouri. The following is a brief discussion on each option, the advantages and disadvantages are also listed for each method.

Stabilization Pond (Aerated Lagoon)

Stabilization ponds are reliable and require little maintenance; however, many residents in this area have concern with the slight odor created from this system. Copper sulfate or chlorine can be used to reasonably control the odors and the odor is similar in nature to other treatment methods. It is also possible for the local wildlife to find their way into the lagoon. This environment is unhealthy for most wildlife. The amount of land required for this type of treatment is also of concern. The developer has opted not to use this method due to the topography of the ground being rather steep and the anticipated cost to build this system in this location. Anticipated resistance from homeowners & neighbors was also of concern.

Advantages

Reliable

Low maintenance

Good Quality Effluent

Disadvantages

Open to Wildlife

Smell

Land costs

Land Application System

A large amount of land is required for this method compared to most of the other systems. At this time and in this area, the land is not economically available. Also of concern is the quality of the runoff during rainfall. This system would only be used with great concern for the environment. Due to the application of unstabilized, essentially raw sewage to the land, this system was not chosen.

Advantages

Low Cost

Low maintenance

Recycled waste

Disadvantages

Environmental concern

Smell

Land costs

Wetland Treatment System

The system again requires land that is not economically available at this time. The quality of effluent may be substandard during and immediately after freezing temperatures have occurred for extended periods. In addition, wetlands can be viewed as a threat to small children and could contribute to the insects and vermin in the area. For these reasons, the developer has not chosen this type of system.

Advantages

Additional Wetlands

Low maintenance

Recycled waste

Disadvantages

Vermin & insects

Smell

Land costs

Mechanical Extended Aeration System

These mechanical plants are expensive to install but require little land area. Properly installed and maintained they uniformly produce a high quality effluent regardless of the weather. Properly maintained and operated they also produce very little odor and usually do not garner complaints from nearby residents. Children and adults playing around the equipment can be dangerous, however a fence should deter most intruders. Initial setup and construction could also be viewed as difficult. The developer has chosen this type of system based upon the system being a closed system, which would not deter the potential homebuyer. Also, the land costs associated with other methods made this method most feasible. These systems have been approved & installed throughout the state and have a good reputation amongst operators.

Advantages

Minimal land required
Uniform quality effluent
Enclosed system (wildlife)

Disadvantages

Mechanical Equipment (children)
Initial setup
High capital costs

Connecting to a Regional Facility

This is the best method when available. Regional facilities usually have trained and competent operational personnel and proper equipment. The entity in this area has refused to accept the flow or expand.

Advantages

Minimal land required
Best for environment
Enclosed system (wildlife)

Disadvantages

Cost to run lines off-site
Cost of tap-fees
Easement Acquisition

Sand and Filter System

Sand filters produce an excellent effluent when properly maintained. The recirculating sand-filters installed in this area have reportedly had serious failures. Most likely the solids loading and the potential to clog the filter media and spray nozzles. Due to the recent information regarding these systems and the required maintenance, we think other types of treatment are more reliable.

Advantages

High quality effluent

Disadvantages

Maintenance /failures
Must install two filters
Media replacement/raking

The treatment method chosen for this subdivision is a 60,800 Gallon *Extended Aeration Sewage Treatment Plant* as manufactured by Masterson and Associates. The capacity of the plant is 60,800 Gallons per day. The system will be operated by a competent operator licensed by the State of Missouri.

LOADING AND CAPACITIES

Flow and Quality Estimates

Estimated Daily Flow

160 Single Family Homes \times 3.7 persons/home \times 100 Gal/person/day = 59,200 Gal/day

Estimated Daily Flow = 59,200 Gal/day (GPD)

Estimated Organic Loading

59,200 GPD \times .0017 lbs of BOD/Gal = 100.6 lbs BOD/day

Estimated Organic Loading = 100.6 lbs BOD

Flow Equalization Chamber

Preceding the mechanical treatment plant shall be a flow equalization chamber. Minimum volume required to equalize average flow (41gpm) over peak flow 162(41gpm \times 3.94) would be 25% of average daily flow (59,200gpd) or 14,800 gal. Actual capacity of the flow equalization chamber shall be 16,200 gallons or 27% of average daily flow. The chamber shall be equipped with dual dosing airlifts powered by a 5HP isolated motor-blower table with 24-hour controls. Cross connections to the main air header will be valved into the airline as emergency back up. Minimum air required for aeration and lifts is 4cfm/1000gal \div 3cfm per lift = 83 cfm. The 5HP blower shall be capable of 130cfm. Emergency gravity overflow lines will be provided to insure that the plant flows by gravity during emergency power outages.

Aeration Chamber

The aeration basin design is based on 1000 cubic feet of aeration volume for each 15lbs of BOD organic loading. For 100.6 lbs of BOD, a minimum basin volume of 6773 cubic feet or 50,662 gallons is required. Actual capacity of the aeration basin shall be 60,800 gallons at flow line. Minimum air requirement at 2,600 cubic feet per lb of BOD is 264,160 cfd or 183 cfm.

Aerated Sludge Holding Chamber

The sludge holding basin design is based on 3 cubic feet of volume per population equivalent. Population equivalent is $101.6 \text{ lb BOD} / 17 \text{ lbs} = 597.6 \text{ PE}$. Minimum sludge basin volume is $3 \times 597.6 = 1,793$ cubic feet or 13,410 gallons. Actual sludge holding basin volume is 16,200 gallons. Minimum air requirement is based on 4 cfm per 1,000 gallons of volume. $4 \times 16.2 = 64.8 \text{ cfm}$. A positive supernatant return is provided to decant supernatant back to aeration. Storage capacity is in excess of 120 days with the decanting process.

Clarifier

Hydraulic flow thru the plant is estimated at 59,200 gallons per day. Minimum clarifier surface area, based on a maximum settling rate of 1,000 gallons per square foot is 59.2 square feet. Actual surface area, after deleting area downstream of the discharge weir baffle and transfer line baffle, is 140 square feet. Actual settling rate is 370 gallons per square foot per day. Usable volume of the clarifier (area above and including the upper one third of the sloping walls) is 13,100 gallons. Retention time at an equalized flow rate of 41 gpm (2,460 gal per hour) would be 5.3 hours. The discharge weir length shall be 12 feet long, notched on both sides, for an effective length of 24 feet. Maximum allowable flow rate over the weir is 2,500 gallons per day per foot. Actual flow rate shall be 2,466 gallons per foot per day.

Blowers

Minimum facility aeration requirements are: 392.2 cfm

Aeration Basin	183 cfm
Sludge Holding	64.8 cfm
Clarifier Lifts	20 cfm
Clarifier Skimmers:	12 cfm
Positive Super Return.	<u>6 cfm</u>

Total: 285.8 cfm

Blower capacities shall exceed minimum air requirement of 285.8 cfm. Three separate dual motor-blower units shall be provided each with 2-5HP TEFC motors and 2 M-D Pneumatics 3206 positive displacement rotary vane blowers each capable of 130 cfm. Power requirements will be 230-volt single phase unless 3 phase is easily available. Blowers shall run at 2,150 RPM at 5 PSI.

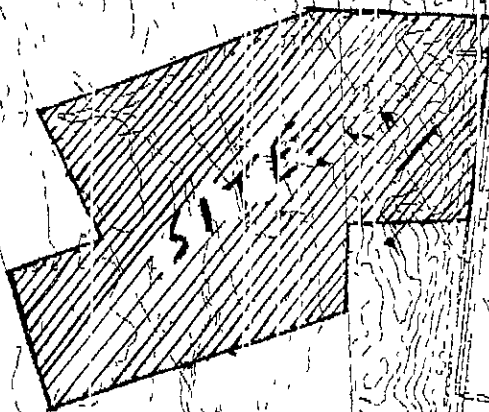
Flow Measurement

Treated effluent shall be discharged to a 500 gallon Parshall flume box for flow measurement. The fiberglass flume shall have a site gauge installed in the flume as well as an ultra sonic flow measuring device as manufactured by American Sigma.

Headwall

Final discharge shall be thru a precast concrete headwall with splash floor mounted at the end of the discharge pipe. The point of discharge is to an unnamed tributary of Cuivre River. An evaluation by the State of Missouri, Department of Natural Resources, Division of Geology and Land Surveying has found this tributary to be a Gaining Stream. A copy of the report is attached in Appendix B.

APPENDIX 'A'



Old Morro

Old Morro

WEHDE FARM
Maryknoll & Winfield Quadrangle
SCALE 1" = 2000'
Part of Sections 2 & 11, T48N, R2E

CUIVR

APPENDIX 'B'

**Missouri Department Of Natural Resources**

Geological Survey and Resource Assessment Division

P O Box 250

Rolla, Missouri 65402-0250

Phone - 573 368 2161 Fax - 573 368 2111

E mail - gspeg@mail.dnr.state.mo.us

Project ID Number

23003

County

LINCOLN**Geohydrologic Evaluation of Liquid Waste Treatment Site**Project **Wehde Farm**Quadrangle **MARYKNOLL**Location **Sec 2 and**Section **11** Township **48 N** Range **02 E**

Additional Location Information

Latitude **38 Deg 56 Min 46 Sec North** Longitude **90 Deg 45 Min 18 Sec West****Owner** Kaplan Development LLC

6369466971

P O Box 340 St Peters MO 63376

Requestor Criswell Engineers

6362627961

P O Box 128 Troy MO 63379

Previous Reports ☒ Not Applicable

Date

Identification Number

Fiscal Year

Facility Type

- ☐ Mechanical treatment plant
☐ Recirculating filter bed
☒ Earthen lagoon with discharge
☐ Earthen holding basin
☐ Land application
☐ Other type of facility

Type of Waste

- ☐ Animal
☒ Human
☐ Process or industrial
☐ Leachate
☐ Other waste type

Other Information

- ☐ Plants were submitted
☐ Site was investigated by NRCS
☐ Soil or geotechnical data were submitted

Funding Source

- ☒ PPG
☐ WWLF-SRF

Date of Field Visit 6/6/2003**Stream Classification**☒ Gaining ☐ Losing ☐ No discharge**Overall Geologic Limitations**

- ☐ Slight
☒ Moderate
☐ Severe

Collapse Potential

- ☐ Not applicable
☐ Slight
☒ Moderate
☐ Severe

Topography

- ☒ < 4%
☐ 4% to 8%
☐ 8% to 15%
☐ > 15%

Landscape Position

- ☒ Broad uplands ☐ Floodplain
☐ Ridgetop ☐ Alluvial plain
☐ Hillslope ☐ Terrace
☐ Narrow ravine ☐ Sinkhole

Bedrock The uppermost bedrock consists of 30 feet of Mississippian-age St. Louis Limestone. These strata generally exhibit moderate to high permeability because of solution weathering.**Surficial Materials** The unconsolidated material is made up of clayey (CH) modified glacial till and cherty residuum with low to moderate permeability capped by loess. Material thickness is around 15 feet.

Recommended Construction Procedures

- ☒ Installation of clay pad ☐ Diversion of subsurface flow ☐ Rock excavation
☒ Compaction ☐ Artificial sealing ☐ Limit excavation depth

Required Geologic Exploration

(Missouri Clean Water Commission - 10 CSR 20 - 8.200 Wastewater Treatment Ponds)

Determine Overburden Properties

- ☒ Particle size analysis ☐ Standard Proctor density ☐ Permeability coefficient for undisturbed sample
☒ Atterburg limits ☐ Overburden thickness ☐ Permeability coefficient for remolded sample

Determine Hydrologic Conditions

- ☐ Groundwater elevation ☐ Direction of groundwater flow ☐ 25-year flood level ☐ 100-year flood level

Notify Geologist

- ☐ Before exploration ☐ During construction ☐ After construction ☒ Not necessary

Remarks

This geologic evaluation has been completed for a lagoon system proposed to treat liquid human waste generated by a housing development proposed by Kaplan Development, L.L.C. Part of the evaluation includes determining the status of the effluent-receiving stream.

The site is underlain by a thin blanket of loess over modified glacial till, which overlies residuum. Mississippian-age St. Louis Limestone underlies the unconsolidated material. Generally these types of deposits exhibit low to moderate permeability when unweathered. Several sinkholes exist on the east side of the property indicating shallow solutional weathering of the St. Louis Limestone and high permeability in those areas. The site has a moderate collapse potential based on the hydrogeology of the site.

If the lagoon cells are to be constructed from native unconsolidated materials, the clayey (CH) glacial material should be used. Neither loess nor residuum should be used to construct the lagoon liners. The lagoon liners should be properly compacted to meet required geotechnical standards. The glacial material may contain local pockets of coarse material (glacial sand and gravel). If coarse material is encountered, it should be over-excavated and backfilled with compacted, clay-rich material.

Effluent from the proposed lagoon treatment system would discharge to an unnamed tributary, then flow south to Cuivre River. The receiving streams have been evaluated for a distance of two miles downstream of the proposed treatment facility and have been classified as gaining for those segments. The streams had an increasing flow at the time of the evaluation. They contained many gaining characteristics such as a constant gradient, one well-defined flow path, water loving plants such as willows, and underlying unconsolidated material and bedrock with low permeability. The site has been given a moderate overall rating for geologic limitations. The effluent should not adversely affect local and regional groundwater.

Note: All design and construction should be conducted to meet the Missouri Clean Water Law and regulations.

This document is a preliminary report. It is not a permit. Additional data may be required by the Department of Natural Resources prior to the issuance of a permit. This report is valid only at the above location and becomes invalid one year after the report date below.

Report By: Jerry Prewett

Report Date: 3/20/2003

CC: Criswell Engr., SIRO, WPCP

A-1-00

APPENDIX 'C'

AIRLIFT
FLOW EQUALIZATION CALCULATIONS
FOR THE
WEHDE FARM SUBDIVISION
5/23/03

This report shall attempt to provide an explanation of the method of flow-equalization used for the Wehde Farm Subdivision, a 160-lot subdivision proposed to be constructed adjacent to Highway 79 in Lincoln County Missouri. The proposed equalization method is by an "Air Lift" method and would contain two chambers with dimensions of 6'x 12'x 15'. The two chambers are connected by 10" diameter ductile iron pipe located at the bottom of the chamber. Each chamber will also contain a 2' diameter standpipe in which the influent in the main chamber is separated from the influent in the standpipe. Each chamber would also contain an air diffuser and two "Air-Lifts". Airlift #1 will keep the water level in the standpipe full. Airlift #2 will provide a constant flow rate going out of the equalization chamber and into the aeration tanks.

The following are calculations on the amount of influent, height of water in the flow-equalization chamber and amount of air required in each airlift. In addition, the inflow and outflow of the chambers have been calculated over a 24-hour cycle.

Estimated Flow.

$$\begin{aligned} &160 \text{ Single Family Homes @ } 3.7 \text{ persons/home} \times 100 \text{ Gal/person/day} \\ &= 59,200 \text{ Gal/day (GPD)} \\ &= 2,467 \text{ Gal/hour (GPH)} \end{aligned}$$

Peaking Factors (24 hour duration, revised at request of MDNR)

A typical 24-hour day has the following peaking factors;

<u>HOUR</u>	<u>FACTOR</u>	<u>HOUR</u>	<u>FACTOR</u>
1(1AM)	0.05	13(1PM)	0.05
2	0.05	14	0.9
3	0.05	15	1.0
4	0.5	16	1.2
5	0.9	17	1.5
6	2.2	18	2.1
7	3.94	19	2.3
8	2.2	20	1.1
9	0.9	21	0.9
10	0.41	22	0.9
11	0.05	23	0.7
12	0.05	24	0.05

Using the peak factors listed above, the maximum flow rate is estimated to be 9,720 GPH. A breakdown of the influent flow vs hour of day is attached in Table 1 and is also graphed.

The outflow for these calculations was set so that the level of influent in the chamber would return to the same elevation at the end of each day. The average daily flow rate of 2,467 GPH was used for this analysis. A breakdown of outflow vs. hour of day is also included in Table 1 and graphed.

The storage required to store the influent during flows above the average daily flow was calculated taking the amount of inflow per hour minus the amount of outflow per hour and accumulating the results of each hour.

$$\text{Storage} = \text{inflow} - \text{outflow} + \text{storage accumulated}$$

The maximum storage needed was 13,174 Gallons or 1,761 Cubic Feet of storage. Since each chamber is 6' x 12' and there are two chambers, there is 72 cubic feet of storage per chamber per foot of height (144 CF total per foot).

Therefore,

$$\frac{1,761 \text{ Cubic Feet}}{144 \text{ CF/foot}} = 12.23 \text{ feet variation in water surface elev}$$

A breakdown of the storage and variation in height of water in the chamber is attached in Table 1 and is also graphed.

Therefore, the actual height of the standpipe has been set at 13.25 feet to allow for the air lift to be one foot above the floor of the chamber and to allow for actual fluctuations in flows.

Air Lift #1 must keep the standpipe full during all peak flow conditions; therefore it must pump in excess of the constant amount being pumped into the aeration tanks. If the water level in the chamber is below the entrance to Air Lift #1, then the water level in the standpipe will drop and the outflow to the aeration tanks will drop.

Therefore, Air Lift #1 must be set to pump at least 2,500 GPH to slightly exceed Air Lift #2.

Airlift #2 should be set to pump the average daily flow of 2,467 GPH. The air required to pump this amount of influent can be calculated from the following formula.

$$V = \frac{H_L}{C \log_{10}[(H_s + 34)/34]}$$

Where, V is the cubic feet of free air per minute per gallon of water raised

H_L is the lift in feet

H_s is the submergence in feet

C is a constant depending upon the percentage of submergence

In this case $H_L = 2.9$ feet, $H_s = 10$ feet and

$C = 366$ for a submergence percentage of approx. 75%

Therefore, 2,467 GPH or 54 gal per minute being raised would take

$$V = \frac{2.9}{C \log_{10} [(10+34)/34]} * 41 = 2.90 \text{ CFM}$$

For Air Lift #1 the air required would be 3 CFM to pump the required 2,500 GPH

Actual air pressure required at the compressor will be slightly higher due to friction loss in the air piping. Since the flow rate of air is set at a constant level, if the level of influent in the standpipe happened to go down, the resulting flow would be less than the average daily flow.

The results of these calculations show that the level of water remaining at the top of the standpipe is the critical factor to pumping the constant rate of flow to the aeration tanks. The calculations also show that during low flows, the rate of pumping will actually be reduced significantly, which would cause more detention time in the aeration tanks.

**SPECIFICATIONS &
CONTRACT DOCUMENTS**

***PROPOSED SANITARY SEWER
TREATMENT FACILITY***

FOR THE

RIVER BLUFF SUBDIVISION

**A 160 LOT SUBDIVISION LOCATED
WITHIN LINCOLN COUNTY, MO**

PREPARED BY:

***CRISWELL ENGINEERING
1663 N. MAIN STREET
O'FALLON, MO 63366
(636) 240-4031***

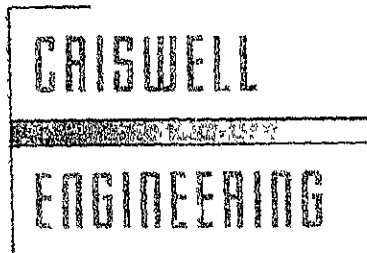


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INVITATION TO BID
TO CONSTRUCT
WASTEWATER TREATMENT PLANT

FOR THE
WEHDE FARM SUBDIVISION

Sealed bids addressed to
CRISWELL ENGINEERING

Attn. Wastewater Plant-Wehde Farm Subdivision

will be received at the 1663 N. Main St. in O'Fallon, Missouri until 10:00 A.M. on
2002. At said time and promptly thereafter, all bids received
will be publicly opened and read aloud.

The proposed work includes the construction of a Wastewater Treatment Facility.
The proposed improvements are located off of Highway 79 in Lincoln County,
Missouri.

Criswell Engineering hereby notifies all bidders that it will affirmatively ensure
that in any contract entered into pursuant to this advertisement, minority business
enterprises will be afforded full opportunity to submit bids in response to this
invitation and will not be discriminated against on the grounds of race, color,
religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Copies of the Contract Documents, including specifications and bid form, may be
obtained from Criswell Engineering, 1663 N Main Street, O'Fallon, MO 63366

Bids must be submitted on the appropriate bid forms, Criswell Engineering
retains the right to reject any or all bids submitted

INSTRUCTION TO BIDDERS

1 Defined Terms

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract, EJCDC (1990 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid) The deposit sum will not be refunded

2.2. Complete sets of Bidding Documents shall be used in preparing Bids, either Owner or Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3 Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located. Each bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract

4 Examination of Contract Documents and Site.

4.1. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work, which has been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3. On request Owner will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.

4.4. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.

4.5. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineers as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9. Substitute Material and Equipment

Whenever it is indicated in the Drawings or specified in the specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.7.1, 6.7.1, and 6.7.2 of the General Conditions.

10. Subcontractors, etc

10.1. If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within

seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No contractor shall be required to employ any Subcontractor, other person, or organization against which he has reasonable objection.

11 Bid Form

11.1 The Bid Form is attached hereto; additional copies may be obtained from Engineer.

11.2. Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.

11.3 Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7. The address to which communications regarding the Bid are to be directed must be shown

12 Submission of Bids

Bid shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof

13. Modification and Withdrawal of Bids.

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of the Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from future bidding on the Work

16 Award of Contract

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum

16.2. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination

16.3. Owner may consider the qualification and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the

Supplementary Conditions. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

16.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time

16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

16.6 If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening

18 Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter Contractor shall sign and deliver at least counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor.

19. Taxes

19.1 All applicable taxes, sales, consumer, use, and other similar taxes, imposed by any taxing authority, on materials, equipment, or supplies to be incorporated in the work, shall be included in the Bid.

19.2 The bidder shall include all such taxes and he shall be required to furnish taxing authorities and necessary information or reports pertaining thereto, as required

22 Payments

Payments for all work performed under this contract will be made by the Owner within thirty (30) days after completion and acceptance of the work covered by the Contract. Partial estimates may be issued and paid as provided in the General Conditions and General Specifications, hereto attached.

24. Supplementary Conditions

These supplementary conditions amend or supplement the Standard Form of Instructions To Bidders (No. 1910-12, 1978 Edition)

Page IB-2, Paragraph 6.2 Modify the second sentence of this paragraph to read: The Bid Security of any Bidder who the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by the Owner to Contractor and the required Contract Security is furnished or the **ninety-first (91)** day after the Bid opening.

Page IB-5, Paragraph 15. DELETE existing and REPLACE with: All bids shall remain open for **ninety (90)** days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date.

Page IB-6, Paragraph 16.7. DELETE existing and REPLACE with: If the Contract is to be awarded, Owner shall give the Successful Bidder a Notice of Award within **ninety (90)** days after the bid opening.

BID FORM

GENERAL DESIGN & CONSTRUCTION WORK

WASTEWATER TREATMENT SYSTEMS
FOR THE
WEHDE FARM SUBDIVISION
IN
LINCOLN COUNTY, MISSOURI

Name of Bidder

Business Address

To CRISWELL ENGINEERING
1663 N MAIN STREET
O'FALLON, MO 63366

Gentlemen:

1 THE UNDERSIGNED BIDDER, declares that he has examined the drawings, specifications and contract documents attached hereto, the location of the proposed work, the nature of the work to be done, the conditions affecting the work, and is fully advised as to the extent and character of the work hazards, labor, transportation and all other factors which apply.

2. THE UNDERSIGNED FURTHER DECLARES that he is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation, and,

3. HEREBY PROPOSES to furnish all materials, tools, plant, equipment, and all necessary labor and supervision required to design, construct, install, and to complete the work as stipulated in, required by, and in accordance with these Contract Documents and all addenda issued by the Owner and attached hereto, and the plans referred to therein.

4 BASE BID

THE BIDDER AGREES to design & construct the improvements as specified in the specifications herein, at the lump sum price for work as specified in the specifications:

BID FORM

TREATMENT PLANT.

PROVIDE AND CONSTRUCT NEW TREATMENT PLANT

TOTAL LUMP SUM BID \$ _____

WASTEWATER COLLECTION SYSTEM

PROVIDE AND CONSTRUCT NEW COLLECTION SYSTEM

TOTAL LUMP SUM BID \$ _____

BIDDER'S SIGNATURE

Complete the applicable paragraph. Print or type name underneath all signatures.

A Corporation

The Bidder is a corporation organized and existing under the laws of the State of, which operates under the legal name of _____ and the full names of its officers are as follows:

President _____

Secretary _____

Treasurer _____

Manager _____

APPENDIX 'A'

GENERAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 1.1

SUMMARY OF THE WORK

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 1.1 SUMMARY OF THE WORK

1 00 | GENERAL

1 01 | SCOPE

The work to be performed under the provisions of this contract consists of furnishing all materials, equipment and supplies, tools and plant, and the performance of all necessary labor for the construction of:

Sanitary Sewer Treatment Collection and Treatment Facilities to serve the
Wehde Farm Subdivision in Lincoln County, Missouri.

1 03 | ENGINEER

The Engineer, as referred to in these contract documents, is Fitch & Associates, acting personally or through his authorized representative, for such act by the Owner.

1.04 | LOCATION

The project location is as indicated on the drawings.

1.05 | PERMITS, CERTIFICATES, LAWS, AND ORDINANCES

The Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of this work. Contractor shall comply with all Federal, State, and local laws, ordinances, or rules and regulations relating to the performance of the work.

1 06 | LOCAL CONDITIONS

The Contractor shall satisfy himself regarding all local conditions affecting the work by personal investigation. Information derived from maps, plans, specifications, available through the Owner, Engineer, or other agencies, shall not relieve the Contractor from his responsibility hereunder, or from fulfilling any and all of the terms and requirements of this Contract.

1.07 | PROTECTION OF THE SITE

Except as otherwise provided herein or on the plans, the Contractor shall protect all existing utilities, structures, walks, pipelines, trees, shrubs, lawns, etc. during the progress of this work. The Contractor shall be responsible for removing from the site all excess excavation, debris, and unused materials and shall, upon completion of the work, restore the site as nearly as possible to its original condition. This restoration would include the replacement of any facilities or landscaping that has been damaged and will be done at the Contractor's expense.

1.08 GENERAL CONDITIONS OF CONSTRUCTION

- A. The Contractor shall, at all times, carry on the work in such a manner as to minimize the interference of traffic, utility and municipal services, and adjoining property
- B. The work shall be carried out in such a manner that all physical structures and natural features are restored to at least as good a condition as they were in before the work was done. It is understood that where specifications apply, their provisions shall determine the character and manner of restoration of existing structures and features.
- C. Any damage done to private or public property shall be repaired by the Contractor to the satisfaction of the Owner of said property, and the cost thereof shall be included in the lump sum price bid by the Contractor for other items
- D. Valve and service boxes, valve vaults, gas drips and other appurtenances on utility lines shall be kept free of excavated material and shall be left accessible and operable at all times.

1.09 INTERFERENCE WITH TRAFFIC

- A. The work shall be carried out at all times in a manner causing a minimum of interference with traffic. The Contractor shall provide necessary warning signs, lights, and flagmen, where required, to expedite the movement of traffic. He shall cooperate at all times with the traffic authorities
- B. In no case shall traffic be completely blocked in a street without the express consent of the Owner

1.10 INTERFERENCE WITH UTILITIES AND APPURTENANCES

The Contractor shall avoid interference or damage to any utilities. If the Contractor causes damage to be done to utilities due to carelessness or neglect, the repairs shall be made by the owner of the utility involved, and all charges made for necessary repairs and replacements shall be borne by the Contractor.

1.11 WATER

The Contractor shall make all arrangements and pay all costs for necessary quantities of water for purposes of filling, flushing, disinfecting, and placing the new system into service for the cost of \$1.00 per 1,000 gallons. The Contractor must furnish water to the new piping. The Owner fully intends to have water available to the Contractor at quantities and pressures requested; however, no guarantee is made of this. Volumes and pressures in excess of the available supply shall be at the expense of the Contractor

1.12 SANITARY FACILITIES

The Contractor shall furnish and maintain portable toilets for construction employees during the construction period. These toilets are to be chemical-type conveniently located and secluded from public view and shall meet the requirements of the State Board of Health and the Federal Safety Construction Act and shall be maintained in a clean and sanitary condition.

1.13 ELECTRIC POWER AND UTILITIES

Power and other necessary utilities will be obtained by the Contractor at his own expense from the public utility or from other sources

1.14 SCHEDULES

- A The Contractor shall submit to the Owner a detailed work progress schedule within 10 days after the date of Notice of Award.
- B. The schedule shall include all anticipated start and completion dates for items of work in this contract. This schedule will be required to coordinate activities of this Contractor with other Contractors and to inform interested parties when certain portions of the work will be completed
- C The Contractor shall submit updated schedules to the Owner when there are revisions to the schedule.

1.15 PROTECTION AND STORAGE OF EQUIPMENT AND MATERIALS

- A. The Contractor shall exercise care in the protection of materials and equipment furnished and/or installed under this contract while they are in storage at the site, and during and after installation prior to final acceptance. Except as specifically noted to contrary hereinafter, the Contractor shall be responsible for providing any on or off-site warehousing or storage which may be necessary to adequately protect such materials and equipment
- B. Store, handle, and ship pipe, fittings, and equipment so as to prevent permanent deformation or crimps in the materials
- C. Exercise care and protect all equipment and materials during storage, shipment, and prior to delivery and acceptance. Keep openings in pipe, vessels, equipment, and machinery closed with adequate durable covers after final shop inspection.
- D Adequately crate, block, anchor, and protect material for shipment. Replace items damaged without expense to Owner

1.16 LINES AND GRADES

- A. A centerline stake and alignment stakes for the piping will be established by the Contractor for review and approval by the inspector. The Inspector shall make the final determination on what intervals and how far in advance of the construction work shall be by the Contractor at his own expense. The Contractor shall be required to construct all facilities to the lines and grade as shown on the plans.
- B. When the pipeline is shown on the plans or otherwise necessary to construct the pipeline on Public right-of-way, the location of said facilities should meet all requirements of the governing authority.

1.17 SUBSURFACE PIPELINES, STRUCTURES, AND INFORMATION

The Contractor shall notify all owners of subsurface facilities of his planned operations, and shall have such owners locate all facilities prior to construction. Any delays due to conflicts with such facilities shall not be cause for extra payment.

1.18 SHOP DRAWINGS

- A. The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Owner shall promptly review all shop drawings. The Owner's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawings, which substantially deviate from the requirements of the Contract Documents, shall be evidenced by a Change Order.
- B. When submitted for the Owner's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings, and that they are in conformance with the requirements of the Contract Documents.
- C. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Owner. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site, and shall be available to the Owner.

1.19 RESPONSIBILITY OF CONTRACTOR FOR BACKFILL SETTLEMENT

- A. The Contractor shall be responsible financially and otherwise for:
 - 1. Any and all settlement of trench and other backfill which may occur from the time of original backfilling until the expiration of a period of one year from and after the date of final acceptance of

the entire Contract under which the backfilling work was performed

2. The refilling and repair of all backfill settlement and the repair of replacement to the original or a better condition of all pavement, top surfacing, driveways, curbs, gutters, walks, surface structures, utilities, and drainage facilities, sod and shrubbery, which have been removed or destroyed in connection with backfill replacement operations and,
3. Any and all damage claims filed with or court actions brought against the Owner for and on account of any damage or damages directly or indirectly caused by said backfill settlement or erosion.

B. The Contractor shall make, or cause to be made, all necessary backfill replacement, and repairs or replacement of appurtenances thereto, immediately from and after due notifications by the Owner of backfill settlement and erosion and resulting damage at any designated location or locations. If the Contractor does not make the necessary repairs and the Owner deems it necessary, the Owner may make necessary repairs at the Contractor's expense

1.20 CONSTRUCTION LIMITS

The Owner has secured private easements for the required work where the work is shown on private property. All work on State, County, Township or Railroad right-of-way shall be carried out in accordance with the requirements of the governing authority. Any areas needed for construction, which have not been secured by the Owner, shall be acquired by the Contractor at his sole expense, and any extra costs shall not be a basis for extra payment, as such additional areas shall be considered as a matter of convenience

1.21 TIE-IN OF NEW MAINS

The tie-in of new mains to any existing mains will be completed in the presence of an authorized representative of the Utility Owner. The Owner shall be given proper notice of scheduled tie-ins. All requirements of the tie-ins shall meet the approval of the Owner.

1.22 ACCEPTANCE

The Contractor shall notify the Owner when the work is substantially completed and is ready for testing. The Inspector shall be given advance notice and shall observe all pipeline testing until all pipelines are successfully tested. Final acceptance of the work shall not be given by the Owner until approval of clean-up operations is obtained from the Owner and the appropriate governing authority, and provisions of test results confirming acceptable sterilization of all new pipelines

1.23 APPLICABLE CODES AND STANDARDS

- A. The latest revision of all codes and standards at the time of bid opening shall govern.
- B. Applicable codes and standards referred to in these specifications shall establish minimum requirements for equipment, materials, construction, and shall be superseded by more stringent requirements of drawings and specifications when and where they occur.
- C. Any conflicts between specifications and applicable codes and standards shall be referred to the Owner for a decision thereon

1.24 SUBSTITUTIONS "OR EQUAL" PROJECTS

- A. The Contractor is to prepare his material list based upon equipment and materials, which meet the specifications and requirements for the same, as specified and indicated on the drawings

The Contractor shall be responsible for using equipment and materials, which meet the specifications and requirements as indicated on the drawings

The Contractor shall submit all shop drawings and product information for approval of equipment and materials. The proposed product cannot be used until it is approved by the Owner
- B. Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make, or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard or quality which the Owner has determined is necessary for the Project. The words "or equal", if not stated, are implied

1.25 OPERATION AND MAINTENANCE MANUALS

The shop drawings shall be submitted as stated above. The Contractor shall submit three (3) copies of Operation and Maintenance Manuals of all the equipment specified herein within thirty (30) days after receiving the approval of shop drawings.

1.26 GUARANTEES

The Contractor shall be responsible for all major maintenance of the project for a period of one year after final acceptance of such facilities. Such responsibility shall not include routine or preventative maintenance items. Such guaranty work shall be commenced as soon as reasonably possible following notice from Owner, and if an emergency, Owner may affect necessary work and be reimbursed by the Contractor.

DIVISION 2 – SITE WORK

SECTION 2 1

SITE CLEARING

DIVISION 2 – SITE WORK

SECTION 2.1

SITE CLEARING

1.00 GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of this section shall cover all site clearing performed prior to or during any part of construction, and all final clearing necessary to insure proper drainage and prevent unsightly or unsafe conditions
- B. The work shall include, but not be limited to the following
 - 1 Protection of existing improvements
 - 2. Protection of existing trees.
 - 3. Clearing and grubbing
 - 4. Removal of all unsuitable materials from public and private property resulting from construction operations

1.02 JOB CONDITIONS

- A. Protection of Existing Improvements:
 - 1 Precautionary measures shall be taken to prevent damage to existing improvements to remain in place
 - 2. Extreme care shall be taken to protect all improvements on public and private property throughout the project completion.
 - 3. All damaged improvements, regardless of ownership, shall be restored to their original condition or better, as acceptable to the parties having jurisdiction.
- B. Protection of Existing Trees and Vegetation
Protect existing trees and other vegetation to remain in place against unnecessary cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

3 00 PROCEDURE

3.01 GENERAL

- A Vegetation, stump roots, or obstructions interfering with the new construction shall be removed and disposed of as specified.
- B. Roots and branches of trees obstructing new construction shall be carefully and cleanly cut

3 02 CLEARING AND GRUBBING

- A. The site shall be cleared of trees, shrubs, and other vegetation interfering with the new construction, except where any of the above is to remain in place. Stumps, roots, and other debris protruding through the ground shall be completely removed
- B. Depressions caused by clearing and grubbing operations shall be filled with satisfactory soil material unless further excavation or earthwork is scheduled

3 03 DISPOSAL OF WASTE MATERIALS

Remove waste materials from public and private property and dispose of in a manner acceptable to the Owner.

DIVISION 2 – SITE WORK

SECTION 2 3

SEEDING, FERTILIZING, AND MULCHING

DIVISION 2 – SITE WORK

SECTION 2.3

SEEDING, FERTILIZER, AND MULCHING

1.00 GENERAL

1.01 DESCRIPTION OF WORK

- A. At the completion of all construction work, all work areas shall be struck off smooth and fine graded to remove large clods, stones, rocks, and other objectionable materials. The areas so fine graded shall be fertilized, seeded, and mulched as specified.
- B. Areas to be seeded, fertilized, and mulched consist of all areas designated by the Owner along the construction areas.
- C. Fertilizing shall consist of application of lime and commercial fertilizer, and soil preparation for seeding and sodding on all excavated areas necessary in performing the work set out in the Contract, or designated by the Owner excepting (1) sodden areas, (2) surfaced or structured areas, (3) solid rock, and (4) slopes consisting primarily of broken rock.
- D. Seeding shall consist of preparing a seed bed and the furnishing and sowing of seeds as specified on disturbed areas involving construction of types necessary in performing the items of work set out in the Contract, or designated by the Owner, excepting (1) sodden areas, (2) surfaced or structure areas, (3) solid rock and (4) slopes consisting primarily of broken rock.
- E. Mulching shall consist of the application of mulch covering of the type specified in the Contract. The areas to be mulched shall be all seeded areas, except graveled roadway shoulders, and any areas shown on the plans or designated by the Owner.

2.00 PRODUCTS

2.01 SEED

A Seed Mixture Per Acre.

Perennial Rye Grass (75% pure live seed)	20 pounds
K-31 Fescue (85% pure live seed)	50 pounds
Winter Wheat	<u>40 pounds</u>
Total-	110 pounds
(Weed Seed shall not exceed 1%)	

B. Fertilizer.

15% Nitrogen, 10% Phosphate, 10% Potash

C. Mulch

Mulch shall be good quality wheat or rye straw, free from Johnson grass, and/or other objectionable grasses and weeds.

3 00 PROCEDURE

3.01 GENERAL

A Seeding, fertilizing, and mulching shall be provided in all areas disturbed by trenching and general construction as designated by the Owner, using the materials specified hereinbefore.

B. Suitable equipment necessary for proper preparation of the ground surface and for handling and placing all required materials shall be used for the various operations

C. When conditions are such by reason of extreme drought, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the work shall be stopped and shall be resumed only when the desired results are likely to be obtained

D. The order of work operation shall be as follows:

1. Removing debris
2. Tilling
3. Smooth grading
4. Applying fertilizer.
5. Incorporating the fertilizer
6. Sowing seed
7. Mulching.

E. Prior to the commencement of tilling and smooth grading, all debris, stone, waste materials, and heavy growths which may interfere with subsequent smooth grading, tilling, or sowing operations, shall be removed.

- F The areas to be seeded shall be thoroughly prepared to a depth of 4" by disking, harrowing, culti-packing, or other approved means
- G Tilling shall continue until the condition of the soil is acceptable to the Owner as suitable for the seeding operation. The areas to be seeded shall then be smooth graded to the final grade required as approved by the Owner
- H. Fertilizer shall be distributed uniformly over the areas to be seeded at a rate, which will provide not less than 600 pounds per acre. Distribution shall be by hand or by common fertilizer distributor. Following distribution, fertilizer shall be incorporated into the soil to a depth of 2" by disking or harrowing
- I. Seed shall be broadcast either by hand or by approved sowing equipment at a rate, which will provide 70 pounds of the specified seed mixture per acre. The seed shall be uniformly distributed over the areas to be seed. Immediately after sowing, the seed shall be covered by means of a culti-packer or other approved device.
- J. After the seed has been sown and prior to compacting, the surface shall be cleared of all stones or other debris that may interfere with subsequent mowing operations.
- K The entire area to be seeded shall be covered with straw mulch. The mulch shall be uniformly applied at a rate of 4,000 pounds per acre. The mulch shall be spread by hand, straw spreader, or other suitable equipment and lightly disked.
- L. The Contractor shall be responsible for the proper care of the seeded areas during the period when the grass is becoming established. Any area to be seeded which does not produce a suitable stand of grass shall be reseeded as directed by the Owner at no additional cost to the Owner.

DIVISION 3– MECHANICAL

SECTION 3.1

PIPING, VALVES, AND ACCESSORIES

DIVISION 3 – MECHANICAL

SECTION 3 1

PIPING, VALVES, AND ACCESSORIES

1 00 GENERAL

1.01 DESCRIPTION OF WORK

The work is to be performed under this section consists of furnishing all materials, equipment and supplies, tools and plant, the performance of all necessary labor for the construction of the piping included in this Contract, complete with valves, accessories, and all necessary components

1 02 QUALITY ASSURANCE AND SUBMITTALS

- A. All materials and equipment used on this work shall be new, of the best quality, and shall meet the requirements of these specifications. Materials shall be sampled and tested in accordance with current ASTM. Specifications or such others as specified hereinafter. The Contractor will be required to furnish certificates of conformance to ASTM or other applicable specifications. Materials shall be stored in such a manner that their conditions are equivalent to new when installed.
- B. Submittals on pipe, valves, and other accessories shall include manufacturer, pressure class, materials of construction, reference AWWA or ASTM Standards the equipment complies with, and catalog cuts or shop drawings showing layout dimensions.
- C. Whenever in these specifications reference is made to the requirements of the ASTM (American Society for Testing Materials), AWWA (American Water Works Association), ASA (American Standards Association), or other standard specifications, it shall be understood that references are made to the latest modifications or revisions of such specifications.
- D. All material to be used in this work will be inspected before being placed and all rejected material must be removed immediately and not used in the work under this contract. Any material installed or placed without inspection shall be removed and replaced with new materials if so directed by the Owner.

- E. The Contractor shall be required to furnish such laborers as may be necessary to aid the Inspector in the examination and culling of material
- F. The Contractor shall pay for all tests required by the specifications. Such tests shall be performed by a competent independent laboratory approved by the Owner on test specimens selected by the Contractor under direct supervision of the Owner. Copies of all test results shall be submitted to the Owner directly from the testing laboratory

2.00 PRODUCTS

2.03 POLYVINYL CHLORIDE PIPE (PVC) – SDR RATED

- A. Rigid PVC pressure pipe as described in this specification is designed to carry potable water at pressures (including surge) up to the maximum class rating.
- B. Material used to produce the pipe, couplings, and fittings shall conform to ASTM C1784; Type 1; Grade 1; 2,000PSI design stress
- C. The standard dimension ratio for the pipe shall be SDR 21 (Class 200) unless otherwise indicated.
- D. All pipe shall conform to the latest revisions of the following specifications
 - 1. ASTM Specification D2241.
 - 2. Department of Commerce PS22-70 SDR-PR) (Pressure Rated Pipe)
 - 3. National Sanitation Foundation Testing Laboratories (NSF).
 - 4. Rubber gaskets shall conform to ASTM F-477
 - 5. Only elastomeric ring seals are to be used in joining pipes.

The elastomeric ring seal joint shall conform to ASTM D3139. The joints shall have been tested and approved by the National Sanitation Foundation and certification of said approval shall be submitted to the Owner.

- E. Markings
Pipe markings shall include the following, marked continuously down the length:
 - a. Manufacturer's name.
 - b. Nominal size.
 - c. Class pressure rating
 - d. Dimension ratio number
 - e. PVC 1120
 - f. NSF Logo
 - g. Identification code.

F. Lubrication

Lubrication shall be water soluble, non-toxic, be non-objectionable in taste and odor imparted to the fluid, be non-supporting of bacteria growth, and have not deteriorating effect on the PVC or rubber gaskets.

G. Fittings

Furnish ells, tees, reducers, wyes, couplings, crosses, transitions and end caps, and plugs of the same type and class of material as the fittings specified for ductile iron pipe, or of material having equal or superior physical and chemical properties as acceptable to the Owner unless otherwise indicated.

2.04 POLYVINYL CHLORIDE PIPE (PVC SCHEDULES 40, 80, & 120)

A. Pipe

1. Shall conform to ASTM D1785, Type I, Grade I, Schedule 40, 80, or 120 as indicated
2. Shall conform in all respects to product standard PS21-70.
3. Shall bear the National Sanitation Foundation (NSF) seal of approval.
4. Shall be homogeneous throughout and free from cracks, holes, foreign inclusions, or other defects.

B. Joints

1. Socket-type solvent welded according to manufacturer's recommendation
2. Threaded where indicated or required.
3. Flanged where indicated or required, conforming to ANSI Class 125 standard drilling

C. Fittings

Shall be of the same material as the pipe, and in no case shall have thinner walls than that of the pipe furnished. Preference will be given to the use of extruded fittings. Where molded fittings must be used, they shall be equal to those produced by the Sloane Manufacturing Company. All fittings must be NSF approved.

3 00 EXECUTION

3 01 SHIPPING AND HANDLING

- A. Handle pipe in a manner to insure installation in sound, undamaged condition using proper equipment, tools, and methods
- B. Pipe damaged during transporting or handling which, in the opinion of the Owner, cannot be satisfactorily repaired will be rejected

3.02 CLEANING

- A. Thoroughly clean interior of all pipe, fittings, and joints before installation.
- B. Exclude foreign matter during installation by providing temporary covers over end of pipe, if necessary.
- C. Do not place tools, clothing, or materials at any time in pipe.
- D. Visually inspect, remove all articles in pipe, brush, or flush clean immediately prior to final fitting of system

3.03 INSTALLATION OF BURIED PIPING

- A. Proper implements, tools, and facilities satisfactory to the Inspector, shall be provided and used by the Contractor for the safe and convenient execution of the work. All pipe, fittings, and valves shall be carefully lowered in the trench piece by piece by means of a derrick, ropes, or other suitable tools or equipment in such a manner as to prevent damage to piping materials and protective coatings and linings. Under no circumstances shall materials be dropped or dumped into the trench.
- B. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. If the pipe laying crew cannot install the pipe in place without getting earth into it, the Contractor will be required before lowering the pipe into the trench, to place a heavy, tightly woven bag over each end of the pipe to be left in place until the connection is made to the adjacent pipe. During laying operations, no debris, tools, clothing, or other material shall be placed in the pipe. At times when pipe laying is not in progress, the open end of pipe must be closed by a watertight plug or other suitable means to seal the open end of the pipe
- C. Wherever possible, pipe shall be laid with bell ends facing in the direction of the laying. Wherever it is necessary to deflect the pipe from a straight line either in the vertical or horizontal plane to avoid obstructions, the angle of the deflection allowed shall not exceed that recommended by the manufacturer of the pipe. The use of fittings to make vertical bends shall be subject to the approval of the Owner.

- D. No pipe shall be laid in water or in trench conditions unsuitable for laying water pipe in conformance with these specifications
- E. Thrust blocks as indicated shall be installed at all elbows, tees, reducers, valves, caps, etc
- F. Trenching and backfill shall conform to Section 2 2. Trench should be sufficiently wide to permit tamping around pipe Bottom should be smooth and cleared of stones or protruding hard objects. Pipe should be supported over its entire length.
- G. All water piping is to have a minimum of 42" of cover over the pipe, unless otherwise specified
- H. Backfill operations shall commence immediately after laying pipe in trench upon authorization of Owner
- I. The Contractor shall provide adequate equipment to eliminate "skips" during the trenching operation. Skips will not be permitted unless approved by the Owner.
- J. The Contractor shall install a continuous #12 AWG copper locator wire with THHN insulation in trench with all pipelines and service lines prior to backfilling operations. This copper wire shall be looped up into all valve boxes, service meters, and flush hydrant valve boxes. All splices in the locator wire shall be made with suitable plastic wire nuts and tightly sealed with high quality electricians' tape Splices in the locator wire shall be kept to a minimum number as reasonably possible.

APPENDIX 'B'

WASTEWATER TREATMENT PLANT
CONSTRUCTION SPECIFICATIONS

The specifications in this section shall be for furnishing materials and equipment to construct a 60,200 precast concrete extended aeration wastewater treatment facility to meet the NPDES effluent limits for the Wehde Farm Subdivision. All incoming wastewater (influent) shall be normal domestic organic waste.

Construction shall conform to the regulations of the Missouri Clean Water Commission and the Missouri Department of Natural Resources and gain the approval thereof.

TANKAGE

All tanks shall be constructed of steel reinforced concrete (reinforced with #4 rebar and 6" spacing, 10-ga wire mesh) whereby various standard sized concrete casings (tops, centers, and bottoms) are assembled on the jobsite to give the specified configuration. Horizontal joint construction shall be tongue and groove (keyway) with a compressible mastic sealant applied prior to casting assembly to insure watertight integrity of the finished structure.

Access to water surfaces in finished structure shall be thru galvanized steel grates equipped with stainless steel hinges and chains and padlocked to prevent unwanted intrusion.

Grates shall be of sufficient strength to have a deflection, which does not exceed one-quarter inch under a distributed load of 100 lbs per square foot. Safety grating shall act as a leaf screen to prevent leaves from entering tanks and shall have a maximum grate opening of not more than 1 " in width.

PRINCIPAL CHAMBERS

The principal chambers of this facility shall consist of a flow equalization basin, aeration basin, clarifier-settling basin, and an aerated sludge holding basin.

FLOW EQUALIZATION BASIN

Influent shall enter the facility at the flow equalization basin. This shall be an aerated basin with a small amount of recirculated sludge returned from the clarifier to reduce odors and begin the activated sludge treatment process. Wastewater shall be dosed into the aeration basin by means of a double airlift system that maintains a constant rate of flow over 24 hours using an adjustable needle valve assembly. A 10" diameter overflow transfer line shall be provided from the flow equalization directly to the aeration chamber to flow by gravity during emergency power outages. A galvanized steel bar screen shall be installed at the inlet to the plant.

AERATION BASIN

The aeration basin shall be made up of one or more rectangular concrete modules linked together with 10" PVC transfer lines located in the center of each module to provide a snakelike transfer of mixed liquor from one module to another. Each module shall be equipped with a separate valved galvanized steel airdrop and diffuser manifold holding a bank of 4 diffusers. Air diffusers shall be located at one end of each module and placed in such a way as to promote rapid rolling of the mixed liquor and effective mixing during the aeration process.

CLARIFIER-SETTLING BASIN

Mixed liquor shall be transferred by 10" PVC line to the clarifier. A transfer line baffle shall be installed in the basin to reduce turbulence. The baffle shall extend 24" below the transfer line and 6" above the water level to retain floating debris. The baffle shall extend no more than 20" from the tank wall to provide an effective collection area for debris.

The tank shall have a hoppers bottom configuration with sloping walls to have a minimum slope of 60 degrees to the horizontal. The settled sludge shall be collected continuously by means of airlift sludge returns in each hopper and returned to the first influent aeration chamber. The clarifier surface shall be skimmed continuously of scum by means of adjustable airlift surface skimmers, which return the supernatant to aeration. The skimming system shall require no moving parts other than the manually adjustable level control and the air adjustment needle valve to adjust airflow from the air header.

Clarified liquid shall pass from the settling tank over an adjustable V-notch weir equipped with a transverse scum baffle extending 8" below the water surface and 6" above. The overflow weir shall be located 8" from the end wall to prevent endwall currents. Sidewater depth above the sloping walls shall be 12".

AERATED SLUDGE HOLDING BASIN

An aerated sludge holding basin shall be installed at the head of the plant to provide storage capacity for excess sludge generated by the aeration treatment plant. Sludge shall be diverted to the aerated sludge holding basin by means of the primary sludge returns from the clarifier equipped with auxiliary valves to divert flow at operator discretion. The basin shall be aerated to maintain aerobic conditions, proper mixing, and digestion of sludge. An adjustable positive supernatant return with 18" of vertical adjustment ratio shall be provided to return supernatant to the inlet end of the aeration basin. Sludge removal and disposal shall be by licensed contract hauler.

FLUID PIPING

All fluid piping (i.e. airlift sludge returns and skimmers) shall be SCH 40 galvanized steel equipped with brass shut-off valves to adjust and/or divert flow as needed. A removable cleanout plug shall be installed at the top of each vertical airlift pipe. Piping shall be arranged so that return sludge is deposited in the aeration basins at a point, which prevents short-circuiting and provides a positive visible return (above

water) Airlift returns shall have sufficient air supply (5 CFM) to provide a 50-200 % return ratio of total daily flow at operator discretion.

AIR DISTRIBUTION PIPING

The facility shall be equipped with SCH 40 galvanized steel air piping for all basins to consist of a minimum 3" air header, 2" & 1 1/2" auxiliary air lines and 3/4" air drops. All diffuser banks and drops are to be equipped with Tru-Union couplings downstream from the air adjustment valve for easy removal during maintenance. All auxiliary lines and drops shall be equipped with brass adjustable shut off valves to allow adjustment of air flow during normal operation and to prevent unnecessary loss of air during maintenance removal.

AIR DIFFUSION SYSTEM

The facility shall be equipped with E D I Flex-Air fine bubble diffusers for aeration and mixing. Each diffuser assembly shall be installed not more than 12 inches off the floor of the basins nor further than 6 inches from the basin end wall. Diffusers shall be constructed of SCH 80 PVC EPDM membrane and stainless steel clamps. Arrangement shall be consistent throughout the basins and placed to insure uniform mixing within the basins. One air adjustment valve shall be provided for each drop to insure proper balance of air distribution.

BLOWERS AND ELECTRIC CONTROLS

The facility shall be equipped with dual rotary positive displacement blowers as manufactured by Tuthill-MD Pneumatics. Each blower to have sufficient capacity to provide greater than the minimum amount of cubic feet per minute of free air at an operating pressure of between 4PSI and 7PSI. An inlet filter silencer with disposable filter and an outlet silencer shall be provided for each blower. A pressure relief valve set at 7PSI shall be provided. Ametek oil filled pressure gauge with readings from 0 to 15 lbs PSI shall be provided at the diffusion manifold. Brass swing check valves shall be provided to prevent blowback from one blower to another. The motors to run the blowers shall be farm duty TEFC in either single phase or 3-phase power whichever is available from the local electric utility. The electric control panel shall be a NEMA 4X galvanized and painted enclosure with door mounted operator controls. The 24-hour timer, alternator, circuit breakers for motors and controls, and the ambient compensated motor starters shall be enclosed within on a subpanel. The electric control panel can be mounted with the motors and blowers under a weatherproof fiberglass hood or mounted on a post in close proximity to the motor blower assemblies. A disconnect with either breakers or fuses shall be mounted beneath the meter base within the fence of the facility.

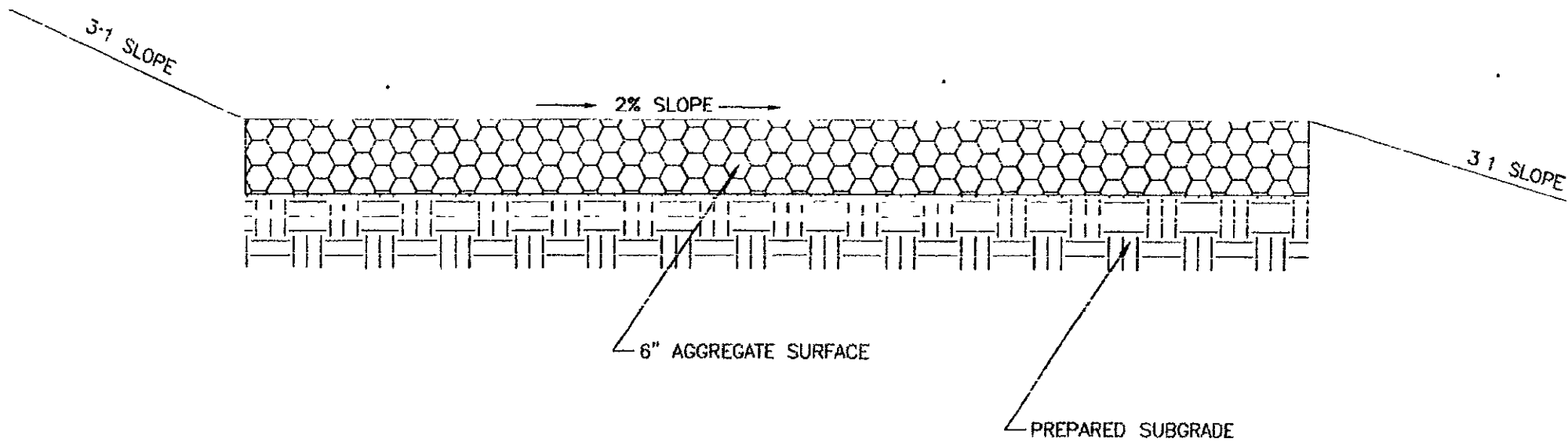
FLOW MEASUREMENT

A precast concrete flow measurement box equipped with a fiberglass parshall flume and manually read gauge shall be installed. A galvanized steel access grate shall cover the open area of the box.

DISCHARGE HEADWALL

Final discharge of effluent from the plant shall pass through a precast concrete headwall mounted at the terminus of the discharge line. The headwall is to be constructed in such a way as to provide 4" of fall between the end of the pipe and the splash pad so as to facilitate the taking of wastewater samples. The headwall is to be constructed with wingwalls to prevent incursion from the surrounding earth onto the discharge pathway and splashpad.

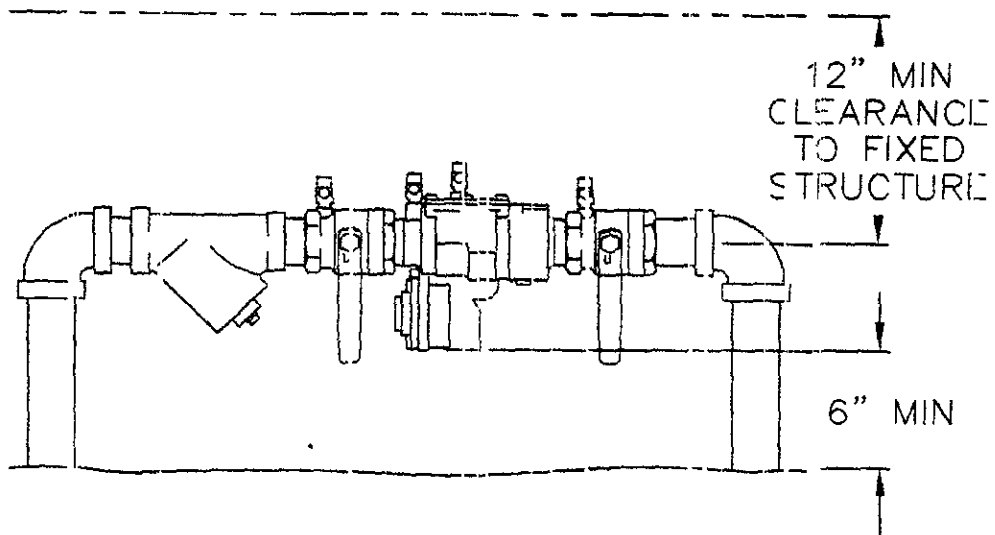
APPENDIX 'C'



TREATMENT PLANT ACCESS ROAD DETAIL

NTS





FEBCO MODEL 860
Reduced Pressure Assembly
Outside Installation



Name of Utility Envirowater Company, LLC

Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of
Sewer Service**Envirowater Company, LLC****Rules Governing Rendering of
Sewer Service for RiverBluff**

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Name of Utility. Envirowater Company, LLC

Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of Sewer Service

INDEX

Sheet No

1	Index
2	Map of Riverbluff Subdivision Service Area (attachment A)
3	Legal Description of Riverbluff Subdivision Service Area
4	Schedule of Rates
5	Schedule of Service Charges

Rule No

6	1	Definitions
9	2	General Rules and Regulations
10	3	Limited Authority of Company Employees
11	4	Applications for Sewer Service
13	5	Inside Piping and Customer Service Sewer
16	6	Improper or Excessive Use
18	7	Discontinuance of Service by Envirowater Company
20	8	Interruptions in Service
21	9	Bills for Service
23	10	Special Contract for Excess Capacity
24	11	Extension of Collecting Sewers

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Rules Governing Rendering of
Sewer ServiceMap of Service Area

See Attachment

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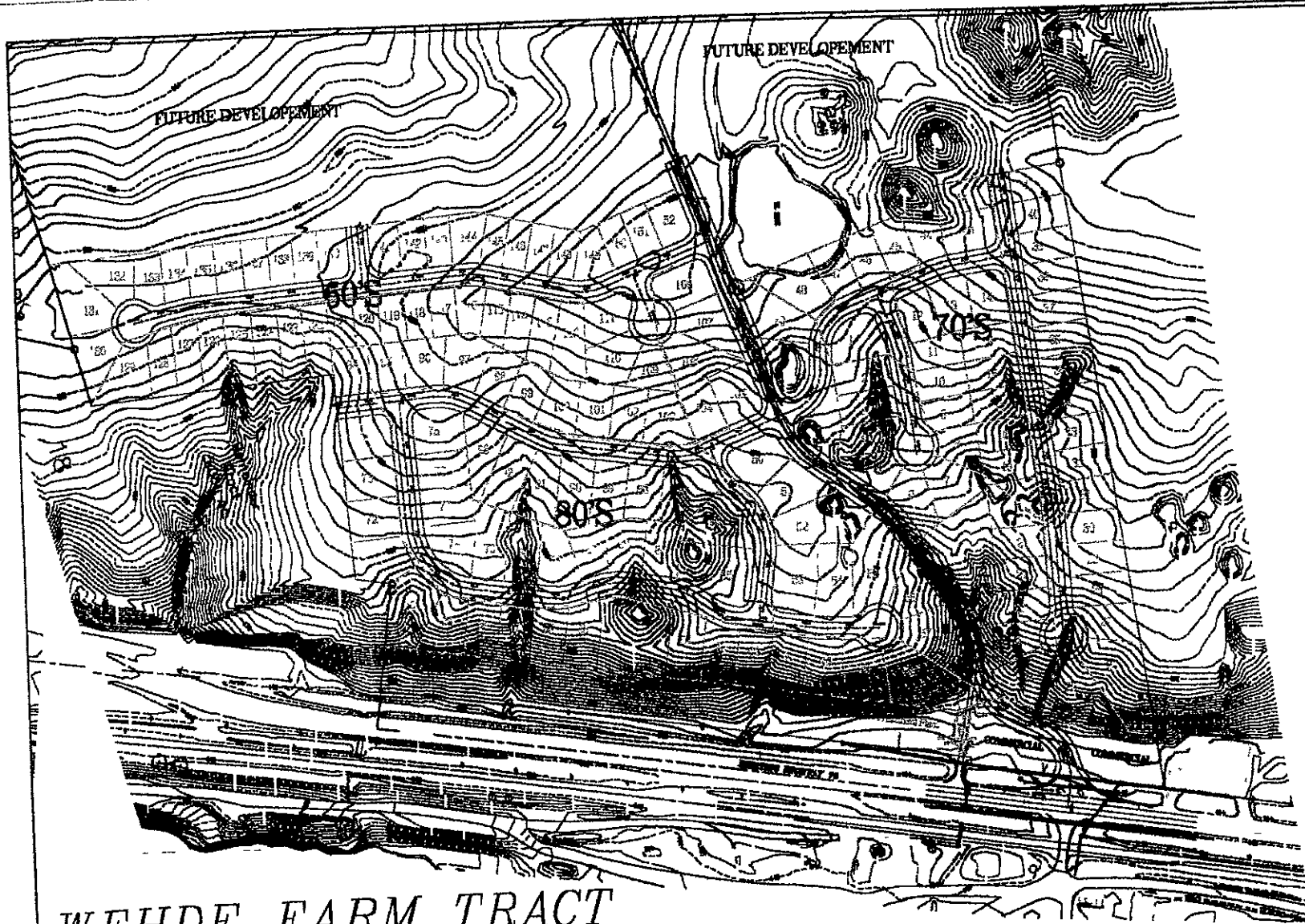
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WEHDE FARM TRACT PHASE I PRELIMINARY PLAN 152 LOTS

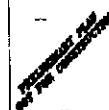


WEHDE FARM TRACT
CITY OF OLD KANSAS, MISSOURI
PRELIMINARY PLAN

KAPLAN DEVELOPMENT, INC.
(KSD) 248-0871

CHISWELL ENGINEERING
P.O. BOX 121
TRIST, MISSOURI 64779
(816) 282-7681

CHISWELL
ENGINEERING



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1

Name of Utility: Envirowater Company, LLC

Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of
Sewer ServiceLegal Description of Service Area

RIVER BLUFF SUBDIVISION

A TRACT OF LAND BEING PART OF U S SURVEYS 1788 & 524, TOWNSHIP 48 NORTH RANGE 2 EAST LINCOLN COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTH WEST CORNER OF LOT 9 OF BLACKHAWK ESTATES AS RECORDED IN PLAT BOOK 10, PAGE 7 AND THENCE S18°50'30"W A DISTANCE OF 846 02' TO A POINT, THENCE S75°00'51"W A DISTANCE OF 2461 18' TO A POINT, THENCE N16°45'00"W A DISTANCE OF 1523 30' TO A POINT, THENCE N72°25'14"E A DISTANCE OF 860 50' TO A POINT, THENCE N16°26'00"W A DISTANCE OF 1337 51' TO A POINT, THENCE N76°05'00"E A DISTANCE OF 809 00' TO A POINT, THENCE N57°18'07"E A DISTANCE OF 968 41' TO A POINT, THENCE N81°20'00"E A DISTANCE OF 715 95' TO A POINT, THENCE N81°28'51"E A DISTANCE OF 694 29' TO A POINT, THENCE N81°08'28"E A DISTANCE OF 1407 53' TO A POINT, THENCE S07°53'28"W A DISTANCE OF 450 42' TO A POINT, THENCE S07°53'28"W A DISTANCE OF 1384 83' TO A POINT, THENCE N81°59'37"W A DISTANCE OF 238 11' TO A POINT, THENCE S08°00'23"W A DISTANCE OF 84 97' TO A POINT, THENCE S85°25'35"W A DISTANCE OF 457 84' TO A POINT, THENCE S04°39'58"W A DISTANCE OF 567 96' TO A POINT THENCE, S73°32'24"W A DISTANCE OF 847 68' TO THE POINT OF BEGINNING. CONTAINING 266 10 ACRES MORE OR LESS

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Name of Utility Envirowater Company, LLC

Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of
Sewer ServiceSchedule of Service Charges

- 1 Required Deposit \$25 dollar deposit applied to final bill or upon 12 continuous months of payment of sewer bills on-time
- 2 \$8 dollar service fee to set up new account
- 3 \$25 dollar/month flat fee for sewer service
- 4 \$400 connection fee for service connections

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Rules Governing Rendering of
Sewer ServiceRule 1 DEFINITIONS

- A An "APPLICANT" is a person, firm, corporation, governmental body, or other entity which has applied for service or a sewer extension, two or more such entities may make one application for a sewer extension, and be considered one APPLICANT
- B "B O D" denotes biochemical oxygen demand It is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions expressed in milligrams per liter
- C A "COLLECTING SEWER" is a pipeline, including force lines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service wyes, which is owned and maintained by the company, located on public property or on private easements, and used to transport sewage waste from the customer's service connection to the point of disposal
- D The "COMPANY" is Envirowater Company, LLC, acting through its officers, managers, or other duly authorized employees or agents
- E A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with Envirowater for sewer service or is receiving service from company, or whose facilities are connected for utilizing such service
- F The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the company In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates
- G A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision
- H "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the company not at the request of the customer Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of the service sewer, or disconnection of water service by the water utility at the request of the company
- I "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities, and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC

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Sewer Service

SEWAGE including, but not limited to, commercial or industrial wastes (See Rule 6 pertaining to Improper Waste and Excessive Use)

- J A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation
- K "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration PH is indicated on a scale reading from 1-14, with 7 being neutral, below 7 acid, and above 7 alkaline, more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration
- L A "SERVICE CONNECTION" is the connection of a service sewer to the company collecting sewer either at the bell of a wye branch or the bell of a saddle placed on the barrel of the collecting sewer
- M A "SERVICE SEWER" is a pipe with appurtenances installed, owned and maintained by the customer, used to conduct sewage from the customer's premises to the collecting sewer, excluding service wyes or saddles
- N A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof
- O "SUSPENDED SOLIDS" are the insoluble materials suspended or dispersed in waste water, expressed in milligrams per liter on a dry weight basis, as determined by standard procedures
- P "TERMINATION OF SERVICE" is the cessation of the use of sewer service requested by the customer Such TERMINATION OF SERVICE shall be accomplished by a method verified and recognized by the company, and may include physical disconnection of the service sewer, termination or disconnection of water service by the water utility, or the company's observation of non-occupancy of the unit served
- Q The word "UNIT", or LIVING UNIT shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the customer It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, owned or leased Each mobile home in a mobile home park, and each rental unit of a multi-tenant rental property are considered as separate UNITS for each single family or firm occupying same as a residence or place of business

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Rules Governing Rendering of Sewer Service

Rule 2 GENERAL RULES AND REGULATIONS

- A Every customer, upon signing an application for service or accepting service rendered by Envirowater, shall be considered to have expressed consent to be bound by these rates and rules
- B Envirowater's rules governing rendering of service are set forth in the numbered sheets of this tariff. The rates applicable to appropriate class of service are set forth in rate schedules and constitute a part of this tariff
- C Envirowater reserves the right, subject to the authority from the Public Service Commission of Missouri, to prescribe additional rates or to alter existing rates or rules as it may deem necessary or proper
- D At the effective date of these rules, all new facilities, construction contracts and written agreements shall conform to these rules in accordance with the statutes of the State of Missouri and authority of the Public Service Commission of Missouri. Pre-existing facilities which do not conform with these rules may remain, if said facilities do not cause any service problems and reconstruction is impractical
- E Envirowater shall have the right to enter upon the customer's premises for the purpose of inspecting for compliance with these rules. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours

Rule 3 LIMITED AUTHORITY OF ENVIROWATER COMPANY EMPLOYEES

- A Employees or agents of Envirowater Company are expressly forbidden to demand or accept any compensation for any service rendered to its customers except as covered in the company's rules
- B No employee or agent of the Envirowater Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules

Rule 4 APPLICATIONS FOR SEWER SERVICE

- A A written application for service, signed by the customer, and accompanied by the appropriate fees as provided in the Schedule of Rates, Service Charges, or Rule 11 - Extension of Collecting Sewers, and other information required by these rules, must be received from each customer before service is provided to any unit. Said application must be filed in writing 24 hours in advance stating the street, house number, name of the applicant,

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Rules Governing Rendering of Sewer Service

name of the property owner, and the time, at which connection is to be made. The company shall have the right to refuse service for failure to comply with the rules herein, or if the customer owes a past due bill not in dispute for sewer service at any location within the company's service area. In any case where a sewer extension, or unusual construction or equipment expense is necessary to furnish the service, Envirowater Company may require a contract for service specifying a reasonable period of time for the company to provide the service. If the customer is a tenant, the company shall notify the owner of the property that the owner may be responsible for payment of the sewer service bill.

B A prospective commercial or industrial customer shall, upon request of the company, present in writing to the company a list of devices which will discharge to the collecting sewers, the amount and specifications of any discharge, and the location of any buildings. The company will then advise the customer of the form and the character of the waste water collection facilities available. If a sewer extension as provided for in Rule 11 - Extension of Collecting Sewers will be necessary, or if the customer will be required to own, operate, and maintain a pretreatment facility, the customer will also be so advised.

C When sewer charges are based on water usage, Envirowater Company reserves the right to refuse sewer service to any applicant unless said applicant agrees to install a water meter accessible by the company, so that there will be a basis for sewer charges. The company and customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment. The company will determine or approve the location of the service connection. Service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 11 - Extension of Collecting Sewers, unless, in the company's judgement such a collecting sewer would serve no other purpose and a service sewer may be constructed to serve the customer's premises in a reasonable manner.

D A new service connection shall be authorized when all conditions of Paragraphs A, B, C, and D, above, are met.

E When a service sewer is to be connected to the collecting sewer, the plumber employed by the customer shall obtain the connecting accessories from Envirowater Company. The plumber shall advise the company 24 hours in advance of when he expects to make the

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Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of Sewer Service

- connection so a representative of the company can inspect the installation Envirowater Company must inspect any connection made by the customer prior to trench backfilling
- F No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by commercial or industrial customers except upon written notice to and with the written consent of Envirowater Company
- G Any change in the location of an existing service connection and/or service sewer requested by the customer shall be made at the customer's expense

Rule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER

- A The customer is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building, and make the connection to the collecting sewer The customer shall notify the company prior to cleaning or repairing the service sewer
- B Construction of the service sewer, and connection to the collecting sewer shall be subject to the inspection and approval of Envirowater Company No backfill shall be placed until the work has been inspected by Envirowater Company In the event the customer or the customer's agent shall damage a wye branch or saddle, or cause damage to the collecting sewer, then the customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenances as necessary
- C Plumbing specifications of all governmental agencies having jurisdiction, and Envirowater Company's rules, in effect at the time of connection must be met The company may deny service or may discontinue service where foundation drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer
- D A separate and independent service sewer shall generally be required for every building Exceptions are
- E When one building stands at the rear of another building on an interior lot where a proper service sewer cannot be constructed through an adjoining easement In that situation, the service sewer from the front building may be extended to the rear building and it will be considered as one service sewer
- F When two or more buildings are a part of a complex which cannot be subdivided
- G The service sewer shall be one of the following ductile iron pipe, vitrified clay sewer pipe (VCP), or polyvinyl chloride pipe (PVC), ASTM specification or equal, or other suitable material approved

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Service Area. Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of
Sewer Service

by the company Only those jointing materials and methods which are approved by Envirowater Company may be used Joints shall be tight and waterproof Any part of the service sewer that is located within ten (10) feet of a water service pipe shall be constructed of ductile iron or PVC pressure pipe The pipe shall be bedded according to the manufacturer's specifications, and on undisturbed earth or fill compacted to at least 95% proctor density Fill may be non-organic soil or aggregate

- H The size and slope of the service sewer shall be subject to the approval of the company, but in no event shall the diameter be less than four (4) inches The slope of such four (4) inch pipe shall not be less than one-eighth (1/8) inch per foot
- I Whenever possible the service sewer shall be brought to the building at an elevation below the basement floor No building sewer shall be laid parallel to or within three (3) feet of any bearing wall The depth shall be sufficient to afford protection from frost The service sewer shall be laid at a uniform grade and in straight alignment insofar as possible Changes in direction shall be made only with properly curved pipes and fittings
- J Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the company
- K In any building in which a building drain is too low to permit the required slope of the service sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer No water operated sewage ejector shall be used
- L All excavations required for the installation of a service sewer and connection to the collecting sewer shall be open trench work unless otherwise approved by the company Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, and all applicable local plumbing codes
- M The connection of the service sewer to the collecting sewer shall be made at the wye branch, if such branch is available at a suitable location If the collecting sewer is vitrified clay pipe of 12" diameter or less and there is no properly located wye branch at a suitable location, a wye branch shall be installed at a location specified by the company If the collecting sewer is greater than 12" in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the company, and a saddle installed to which the service sewer will be connected The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer The connection shall be secure and watertight A wye branch or a saddle may be obtained from the company at cost

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+ Indicates change

DATE OF ISSUE 7 31 03

DATE EFFECTIVE

1 1 2004

Month Day Year

Month Day Year

ISSUED BY

Patrick A. Nasr

President

712 Balcarra Drive
Dardenne Prairie, Missouri
63366

Name of Utility Envirowater Company, LLC

Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of
Sewer Service

N Envirowater Company personnel may not work on piping or facilities not owned by Envirowater Company unless authorized by the customer

Rule 6 IMPROPER OR EXCESSIVE USE

- A The following requirements for the use of sewer service provided by the company shall be observed. Violation of the requirements will result in the discontinuance of service to the customer or an additional charge where discharge limits are exceeded
- B Envirowater Company may require a customer discharging non-domestic sewage to install a pretreatment facility, grease trap or other device on the premises, to prevent exceedence of discharge limits or other adverse impacts upon the company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the customer, and subject to approval and inspection by the company
- C No customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into the collecting sewers
- D The customer shall be required to take any action necessary to meet the following described waste water limits before the wastewater is discharged into the collection sewer
- (1) Maximum temperature of 150 degrees Fahrenheit
 - (2) Maximum strength of 400 parts per million Biological Oxygen Demand (B O D)
 - (3) A maximum of 100 parts per million, by weight, any fat, oil or grease
 - (4) A maximum of 25 parts per million, by weight, any soluble oils
 - (5) No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas
 - (6) No garbage that has not been properly shredded
 - (7) No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system
 - (8) No waste water having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the company
 - (9) No waste water containing heavy metals, toxic material, or Chemical Oxygen Demand (C O D), in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance

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Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of Sewer Service

Rule 7 DISCONTINUANCE OF SERVICE BY ENVIROWATER COMPANY

- A Envirowater Company reserves the right of discontinuance of service for any of the following reasons
- (1) For failure to comply with these rules
 - (2) For nonpayment of the sewer utility bill (see Rule 9)
 - (3) For resale of sewer service
 - (4) For an unauthorized service connection to the company's collecting sewer
- B For purposes of this rule, discontinuance of sewer service for non-payment of a sewer bill may be accomplished by discontinuance of water service by the customer's water utility at the request of the company. In such cases, customers will be notified by the terms of these rules, and not by those of any water utility
- C Discontinuance of service to a customer for violation of these Rules shall not prevent the Envirowater Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the customer
- D In the event of discontinuance of service by the company for any violation of these rules, then any monies due the company shall become immediately due and payable
- E Envirowater Company reserves the right of discontinuance of service to a customer, or to refuse service to any applicant or for any unit to protect itself against fraud or abuse
- F At least thirty (30) days prior to discontinuance of service, the company will mail a written notice to the customer, and to the property owner if different than the customer, by certified mail, return receipt requested, with a copy of the notice sent to the Public Service Commission. Said notice shall state the nature of the violation, the amount of money owed if for a past due bill including the amount of any service charges owed, and that service may be discontinued at any time after the expiration of the notice period, provided satisfactory arrangements for continuance of the service have not been made by the customer. The thirty (30) day notice may be waived if there is any waste discharge which might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of discontinuance of service without the thirty (30) day notice as above provided, the customer and the Public Service Commission shall be notified immediately with a statement of the reasons for such discontinuance of service. If service is

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Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of Sewer Service

provided to a multi-tenant building or complex, the company will make an effort to notify tenants by door hangars or other type of notice of the possibility of discontinuance of service

- G Reconnection of any customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection
- H Where the owner of rental property is the customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service
- I Termination of service at the customer's request may be accomplished at the expense of the customer, as provided in Rule 9 B

Rule 8 INTERRUPTIONS IN SERVICE

- A Envirowater Company reserves the right to limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, for the purpose of making repairs to the sewer system
- B Whenever service is limited for repairs, all customers affected by such limitation will be notified in advance whenever it is possible to do so Every effort will be made to minimize limitation of service
- C No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of Envirowater Company

Rule 9 BILLS FOR SERVICE

- A The charges for sewer service shall be at the rates specified in this tariff, which is on file with the Missouri Public Service Commission and at the company's office The point of assumption of sewer service shall be at the service connection Service charges for connection or disconnection are set forth in the Schedule of Service Charges
- B A customer who is or has been taking sewer service at one or more units connected to the collecting sewer shall be held liable for payment of any applicable charges for service furnished to such units from the date of connection until the date requested by the customer in writing for service to be terminated, or until service is discontinued by the company If termination of service must be accomplished by physical disconnection, the customer shall notify the company of the date and time of the disconnect in writing at least five days prior to the disconnection If termination is accomplished by discontinuance or termination of water service, such notice shall be on or before the date of the water turnoff Service may not be terminated for one unit of a

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63366

Name of Utility. Envirowater Company, LLC

Service Area: Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of Sewer Service

multi-unit building if the building is served by one service sewer, unless accomplished by discontinuance or termination of water service. The method used for termination of service shall be determined by the company.

- C Bills for sewer service will be mailed or delivered to the customer's last address as shown by the records of the company, but failure to receive the bill will not relieve the customer from the obligation to pay the same.
- D Payments shall be made at the office of Envirowater Company or at a convenient location designated by Envirowater Company, or by mailing to Envirowater Company's office.
- E Separate bills shall be rendered for each location at which sewer service is provided, even though one entity may be the customer at such separate locations.
- F Envirowater Company shall have the right to render bills monthly in advance. Bills shall be due twenty-one (21) days after rendition, and such due date shall be indicated on the bill. The company shall have the right to charge customers on a monthly basis in arrears when the sewer charges are based on water usage.
- G Neither Envirowater Company nor the customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- H All bills for sewer service become delinquent after the due date stated on the bill. Service may be discontinued after thirty (30) days written notice by certified mail return receipt requested from the company as provided by Rule 7, Discontinuance of Service by Company.
- I When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum.
- J The owner of the property served will be held responsible for ultimate payment of a bill. Copies of all notices of violations of the rules, or of disconnection of service shall also be sent to the owner of the property.

Rule 10 SPECIAL CONTRACT FOR EXCESSIVE CAPACITY

- A In the event that the customer to be served proposes to discharge into Envirowater Company's system an abnormally high volume or strength of waste as to require an enlargement of the

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Rules Governing Rendering of Sewer Service

company's existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities, service shall be provided to such customer under the terms and conditions of a mutually satisfactory contract, in a form approved by the Public Service Commission, pursuant to which the cost of such improvements will be financed in such a manner as to be fair and reasonable to both parties and so as not to constitute a burden upon the company or the existing customers of the company

Rule 11 EXTENSION OF COLLECTING SEWERS

- A Collecting sewers will be extended within the company's certificated service area, at the applicant's cost, if service is requested by the applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant") The applicant shall enter into a contract with the company The applicant may choose to have the company perform all work under the terms and conditions of Paragraph C, following, or have a private contractor perform the work under the terms and conditions of Paragraph D, following For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service
- B The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served Such determination as to size and type of pipe shall be left solely to the judgment of the company If the company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the company
- C Envirowater Company will extend collecting sewers for the applicant under the following terms and conditions
- (1) Upon receipt of written application for service as provided in Rule 4, Applications for Service, the company will provide the applicant an itemized estimate of the cost of the proposed extension Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, and the direct costs associated with supervision, engineering, permits, and bookkeeping Applicable income tax cost calculated at the maximum rate will be added to this estimate
 - (2) The applicant shall enter into a contract with the company for the installation of said extension and shall tender to the company a contribution-in-aid-of-construction equal to the

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Service Area Riverbluff Subdivision, Lincoln County, Missouri

Rules Governing Rendering of Sewer Service

amount determined in Paragraph C (1) above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges

- (3) If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost

D When the applicant elects to construct an extension, Envirowater Company will connect said extension to its existing collecting sewers under the following terms and conditions

- (1) Applicant shall enter into a contract with the company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the company's rules. Plans for the extension shall be submitted to the company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the company. Applicant shall contribute said facilities to the company with a detailed accounting of the actual cost of construction, and contribute to the company the estimated reasonable cost of the company's inspection.
- (2) Envirowater Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.
- (3) Connection of the extension to existing company collecting sewers shall be made by, or under direct supervision of, the company or its representative.
- (4) The company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in Paragraph D (1).

E The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows

- (1) For a single-family residential applicant applying for service in a platted subdivision, the company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.
- (2) For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
- (3) For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in E (1) above or E (2) above, as appropriate.

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Rules Governing Rendering of
Sewer Service

- multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1
- F Refunds of contributions shall be made to the original applicant as follows
- (1) Should the actual cost of an extension constructed by the company under Paragraph C, or actual costs for inspection by the company under Paragraph D, above, be less than the estimated cost, the company shall refund the difference as soon as the actual cost has been ascertained
 - (2) During the first ten years after the extension is completed, the company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with Paragraph E above
 - (3) The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid
 - (4) If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the percentage of the actual extension cost contributed by each entity
- G Any extension made under this rule shall be and remain the property of the company in consideration of its perpetual upkeep and maintenance
- H Envirowater Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund

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ISSUED BY: Month Day Year Month Day Year

Patrick A. Nas1

President

712 Balcarras Drive
Dardenne Prairie, Missouri
63366

Masteron & Associates

MAINTENANCE & OPERATIONS AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____

_____, BY AND BETWEEN _____

HEREIN AFTER REFERRED TO AS "THE OWNER", AND MASTERON & ASSOCIATES,
WARRENTON, MISSOURI, HEREIN AFTER REFERRED TO AS "THE OPERATOR."

WITNESSETH:

- 1) THE OWNER SHALL EMPLOY THE OPERATOR AND THE OPERATOR SHALL
PROVIDE SERVICES FOR THE OWNERS WASTEWATER TREATMENT FACILITY
DESCRIBED AS FOLLOWS:

THESE SERVICES SHALL CONTINUE FOR A PERIOD OF ONE YEAR BEGINNING
ON _____ AND EXPIRING ON _____. THIS CONTRACT SHALL BE
SELF RENEWING UNLESS EITHER PARTY DESIRES NOT TO RENEW THE
AGREEMENT FOR A PERIOD OF ONE YEAR, IN WHICH CASE, THEY SHALL
NOTIFY THE OTHER PARTY BY WRITTEN NOTICE AT LEAST THIRTY (30)
DAYS PRIOR TO THE TERMINATION DATE OF THE ORIGINAL TERMS OF
THE AGREEMENT.

- 2) THE OWNER SHALL PAY THE OPERATOR @ 500⁰⁰ PER MONTH FOR ROUTINE
MAINTENANCE PLUS @ 175⁰⁰ PER NPDES DISCHARGE REPORT FOR LAB
SERVICES DURING THE CONTINUANCE OF THIS AGREEMENT. SAID PAYMENTS
TO BE MADE BY THE OWNER WITHIN FIFTEEN (15) DAYS AFTER
SUBMISSION OF THE MONTHLY INVOICE AND OPERATIONAL REPORTS BY
THE OPERATOR. LAB FEES ARE SUBJECT TO CHANGE DURING THE TERM
OF THIS AGREEMENT.

*we use a DNR
ed lab service*

(2)

3) DURING THE CONTINUANCE OF THIS AGREEMENT, THE OPERATOR,
(STATE LICENSED WASTEWATER OPERATORS WITH A MINIMUM CLASS "C"
CERTIFICATION) SHALL VISIT THE FACILITY ONE OR MORE DAYS EACH
WEEK PROVIDING ROUTINE OPERATION, MAINTENANCE AND TESTING
AS FOLLOWS:

- A) MAINTENANCE (INCLUDING CLEANING) SHALL BE DESCRIBED AS
PROPER OPERATION OF ALL MECHANICAL EQUIPMENT IN ACCORDANCE
WITH THE MANUFACTURERS RECOMMENDATIONS TO INCLUDE
LUBRICATION AND ADJUSTMENT OF ALL MECHANICAL EQUIPMENT.
MAINTENANCE SHALL ALSO INCLUDE GENERAL HOUSEKEEPING OF
THE FACILITY, WHICH SHALL MAINTAIN A PLEASANT APPEARANCE
AROUND THE TREATMENT PLANT AND SHALL INCLUDE GRASS AND WEED
CONTROL WITHIN THE FENCE. (DOES NOT INCLUDE MAINTENANCE OR
REPAIR OF THE FENCE UNLESS IN AN EMERGENCY SITUATION.)
- B) OPERATION SHALL BE DESCRIBED AS OVERALL CONTROL OF THE
TREATMENT PLANT PROCESS WHICH INCLUDES THE SLUDGE WASTING
PROCESS, DECANTING SUPERNATANT OPERATION, FILTER OPERATION,
ADJUSTMENTS FOR MAINTAINING PROPER OXYGEN LEVELS, RUN TIME
VARIATIONS, CHEMICAL ADDITIVE USAGE, ETC.
- C) TESTING SHALL BE DESCRIBED AS PROCESS CONTROL TESTS TO
BE PERFORMED AS NEEDED FOR THE OPERATOR TO EVALUATE THE
PLANTS PERFORMANCE. THESE TESTS CAN INCLUDE SETTLEABILITY,
pH, TEMPERATURE, DISSOLVED OXYGEN, SUSPENDED SOLIDS, ETC.
THE OPERATOR SHALL ALSO PERFORM TESTS ON THE FINAL EFFLUENT
AT FREQUENCIES DESIGNATED BY THE FACILITY NPDES PERMIT, AS
ISSUED BY THE MISSOURI DEPT. OF NATURAL RESOURCES. THESE
SHALL BE B O D₅, SUSPENDED SOLIDS, pH AND FLOW. (FECAL
COLIFORM AND TOTAL CHLORINE RESIDUAL AS REQUIRED.)

(3)

- D) SUBMIT TIMELY DISCHARGE MONITORING REPORTS THAT INDICATE PLANT PERFORMANCE TO THE OWNER FOR SIGNATURE AND FORWARDING TO THE MISSOURI DEPT.OF NATURAL RESOURCES.
 - E) REMOVE FOR SERVICING AND REINSTALL AFTER SERVICING, DAMAGED OR INOPERABLE EQUIPMENT SUCH AS BLOWERS, PUMPS, MOTORS,ETC WHICH ARE TENDED TO DURING ROUTINE OPERATIONS.
 - F) BE AVAILABLE FOR EMERGENCY SERVICE CALLS. THE OWNER SHALL REIMBURSE THE OPERATOR AT A RATE OF \$ 5.00 PER HOUR PER OPERATOR FOR THIS SERVICE AND MILEAGE AT \$.41 PER MILE PER VEHICLE.
 - G) RECOMMEND NEEDED OR DESIRABLE IMPROVEMENTS, ADDITIONS OR ALTERATIONS TO THE FACILITY TO AVOID ANY NON-ROUTINE MAINTENANCE OR COMPROMISED PERFORMANCE.
 - H) KEEP A LOG OF THE ACTIVITIES AND PERFORMANCE OF THE TREATMENT FACILITY.
 - I) BE AVAILABLE FOR INSPECTIONS BY THE OWNER AND THE MISSOURI DEPT.OF NATURAL RESOURCES.
- 4) DURING THE CONTINUANCE OF THIS AGREEMENT, THE OWNER SHALL:
- A) PAY ALL UTILITY COSTS
 - B) PROVIDE ALL MATERIALS NECESSARY FOR PLANT OPERATION AND MAINTENANCE SUCH AS CHEMICALS, REPAIR PARTS, GREASE, OIL, INLET FILTERS, BELTS AS INVOICED BY THE OPERATOR.
 - C) PROVIDE ALL REQUIRED MAINTENANCE TO THE WASTEWATER COLLECTION SYSTEM (SEWER LINES AND MANHOLES AND LIFT STATIONS) THAT ARE TRIBUTARY TO THE FACILITY.
 - D) PAY THE COSTS OF ALL REPAIRING OR REPLACING OF EQUIPMENT THAT BECOMES DAMAGED OR INOPERABLE.

- D) SUBMIT TIMELY DISCHARGE MONITORING REPORTS THAT INDICATE PLANT PERFORMANCE TO THE OWNER FOR SIGNATURE AND FORWARDING TO THE MISSOURI DEPT.OF NATURAL RESOURCES.
 - E) REMOVE FOR SERVICING AND REINSTALL AFTER SERVICING, DAMAGED OR INOPERABLE EQUIPMENT SUCH AS BLOWERS, PUMPS, MOTORS,ETC WHICH ARE TENDED TO DURING ROUTINE OPERATIONS.
 - F) BE AVAILABLE FOR EMERGENCY SERVICE CALLS. THE OWNER SHALL REIMBURSE THE OPERATOR AT A RATE OF \$85.00 PER HOUR PER OPERATOR FOR THIS SERVICE AND MILEAGE AT \$.41 PER MILE PER VEHICLE.
 - G) RECOMMEND NEEDED OR DESIRABLE IMPROVEMENTS, ADDITIONS OR ALTERATIONS TO THE FACILITY TO AVOID ANY NON-ROUTINE MAINTENANCE OR COMPROMISED PERFORMANCE.
 - H) KEEP A LOG OF THE ACTIVITIES AND PERFORMANCE OF THE TREATMENT FACILITY.
 - I) BE AVAILABLE FOR INSPECTIONS BY THE OWNER AND THE MISSOURI DEPT.OF NATURAL RESOURCES.
- 4) DURING THE CONTINUANCE OF THIS AGREEMENT, THE OWNER SHALL:
- A) PAY ALL UTILITY COSTS
 - B) PROVIDE ALL MATERIALS NECESSARY FOR PLANT OPERATION AND MAINTENANCE SUCH AS CHEMICALS, REPAIR PARTS, GREASE, OIL, INLET FILTERS, BELTS AS INVOICED BY THE OPERATOR.
 - C) PROVIDE ALL REQUIRED MAINTENANCE TO THE WASTEWATER COLLECTION SYSTEM (SEWER LINES AND PUMPS WITHIN BUILDING ETC.) THAT ARE TRIBUTARY TO THE FACILITY.
 - D) PAY THE COSTS OF ALL REPAIRING OR REPLACING OF EQUIPMENT THAT BECOMES DAMAGED OR INOPERABLE.

(4)

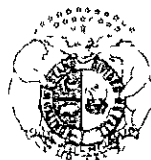
- E) PAY THE COST OF SLUDGE TESTING, WASTE SLUDGE REMOVAL AND DISPOSAL AND REPORTING AND DOCUMENTATION AS REQUIRED BY FEDERAL EPA 503 REPORT GUIDELINES AS WELL AS ANY OTHER STATE REQUIREMENTS FOR SLUDGE HANDLING. *We haul sludge - currently 18¢ per gallon*
- F) PAY THE COST OF KEYED ALIKE PADLOCKS PROVIDED BY THE OPERATOR. SPARE KEYS WILL BE MADE AVAILABLE TO THE OWNER AND AUTHORIZED PERSONS ONLY.
- 5) IT IS SPECIFICALLY AGREED BY AND BETWEEN BOTH PARTIES THAT THE MAINTENANCE PERSONNEL FURNISHED BY THE OPERATOR SHALL BE EMPLOYEES SOLELY OF THE OPERATOR, WHO SHALL HAVE FULL AND COMPLETE CONTROL AND SUPERVISION THEREOF. WORKERS COMPENSATION COVERAGE SHALL BE PROVIDED FOR EMPLOYEES OF THE OPERATOR BY THE OPERATORS CARRIER, CERTIFICATES AVAILABLE UPON REQUEST.
- 6) ANY MAJOR ALTERATION OF OR ADDITION TO THE FACILITY OR THE PERFORMANCE PARAMETERS OF THE FACILITY AS IT EXISTS ON THE DATE OF THIS AGREEMENT, SHALL SERVE AS GROUNDS FOR THE RENEGOTIATION OF THE TERMS OF THIS AGREEMENT.
- 7) ANY CHANGE OF OWNERSHIP OR JURISDICTIONAL AUTHORITY OF THIS FACILITY SHALL SERVE AS GROUNDS FOR THE RENEGOTIATION OF THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, BOTH PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS INDICATED BY THEIR SIGNATURES BELOW.

OWNER

OPERATOR

**Missouri Department of Natural Resources
Clean Water Commission**



Certificate of Competency

WASTEWATER

This is to Certify that Dennis J. Masterson
having submitted satisfactory evidence of his/her qualifications, knowledge and experience,
has been awarded this certificate of competency in wastewater treatment systems, operations,
as provided for in Missouri Clean Water Commission Wastewater Operator Certification
Rule 10 CSR 20-9 030, effective March 1, 2000.

CERTIFICATION NUMBER 9578

Gordon X. Belcher
Issued By

ORIGINAL DATE ISSUED September 2, 1997

DATE EXPIRES September 30, 2003
6-1-03 Renewed



[Signature]
Director of Staff - Clean Water Commission

*Missouri Department of Natural Resources
Clean Water Commission*



Certificate of Competency

WASTEWATER

This is to Certify that Susan R. Masterson
having submitted satisfactory evidence of his/her qualifications, knowledge and experience,
has been awarded this certificate of competency in wastewater treatment systems, operations,
as provided for in Missouri Clean Water Commission Wastewater Operator Certification
Rule 10 CSR 20-9 030, effective March 1, 1992

CERTIFICATION NUMBER 9577

Corinne K. Belcher
Issued By

ORIGINAL DATE ISSUED September 2, 1997

DATE EXPIRES September 30

6-1-03 Renewed



[Signature]
Director of Staff, Clean Water Commission

DRAFT

File # _____

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE DRAFT DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RIVERBLUFF SUBDIVISION

DATE _____

GRANTOR Kaplan Development and Investment Company, Inc
5140 North Service Road, St. Peters, MO 63376

GRANTEE: Kaplan Development and Investment Company, Inc
5140 North Service Road, St. Peters, MO 63376

CITY/MUNICIPALITY. Lincoln County, Missouri

LEGAL DESCRIPTION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVERBLUFF

THIS DECLARATION, made as of the _____ day of _____, by KAPLAN DEVELOPMENT AND INVESTMENT COMPANY, INC., a Missouri corporation (hereinafter referred to as "Declarant")

WITNESSETH

WHEREAS, the Declarant owns all of that certain tract of land in the County of Lincoln Missouri, as such tract of land is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and

WHEREAS, the Declarant intends, by recordation of this Declaration, to subject the Property to the terms and provisions of this Declaration

NOW, THEREFORE, the Declarant hereby declares that the Subdivision and any parts thereof, 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 Subdivision and be binding on all parties having any right, title or interest in and to the Subdivision or any part thereof and shall inure to the benefit of each owner thereof and their respective heirs, legatees, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

- 1 "Assessment Year" shall be the calendar year
- 2 "Association" shall mean and refer to the Riverbluff Homeowners Association its successors and assigns
- 3 "Builder" shall mean and refer to any builder who purchase a Lot from the Declarant for purposes of building a Dwelling thereon
- 4 "Common Area" or "Common Areas" shall mean and refer to any areas of land within the Subdivision which are now or hereafter conveyed to the Association together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Areas shall include, by way of example and not by way of limitation, any area identified as "Stormwater Detention & Common Ground" designated on the Plat and all other area described on the Plat as "Common Ground" or "Common Area"

5 "Declarant" shall mean and refer to Declarant and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development

6 "Directors" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

7 "Dwelling" or "Dwellings" shall mean and refer to the single-family dwellings constructed or to be constructed upon the respective Lots

8. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Dwelling, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time

9 "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

10 "Plat" shall mean and refer to the plat of Riverbluff recorded in Plat Book _____, page _____ of the Office of Recorder of Deeds for the County of Lincoln, Missouri, a copy of which is being recorded simultaneously with this Declaration and is incorporated herein by reference, and which plat reflects, among other matters, the Lots, the Common Area and certain utility easements "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein

11 "Subdivision" shall mean and refer to the Property, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1 Existing Property The real property which is and shall be held, transferred sold, conveyed and occupied subject to this Declaration is the Subdivision, as shown on the Plat

2 Additions to Existing Property The Declarant may cause additional properties to be made subject to this Declaration by executing and recording an amendment to this

Declaration, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision. The properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. An amendment to this Declaration which adds Common Areas to the Subdivision may contain special covenants and restrictions as to such Common Areas.

ARTICLE III

PROPERTY RIGHTS

1 Common Areas

a Right of the Association The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto

b Owners' Easements and Rights of Enjoyment Subject to the terms and provisions of this Declaration, each Owner, and such Owner's family, guests and invitees shall have a nonexclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Areas, which easement shall include, without limitation, the right of access to and from, and use of, the Common Areas and the right to use access, utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions

- (i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- (ii) the right of the Association to suspend any Owner's voting rights and right of such Owner, his family, guests and invitees to use the recreational facilities for any period during which any assessment against such Owner's Lot remains unpaid, and the right to suspend the same for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations
- (iii) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association

- (iv) the right of each other Owner and such Owner's family, guests and invitees, to the open, unimpeded and unobstructed use of the Common Areas, as provided and limited in this Article,
- (v) the restriction that no Owner or member of such Owner's family or any guest or invitee of Owner or such Owner's family, shall operate, drive, ride, store or otherwise place any motorized vehicles on, in, or about the Common Area, including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs) sleds, snow mobiles, recreational motor vehicles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, campers, and house trailers.
- (vi) the restriction that no Owner or member of such Owner's family or any guest or invitee of any Owner or such Owner's family shall swim in or ice skate on any lakes or ponds in the Common Area or operate, drive, ride, store or otherwise place any watercraft (whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, or otherwise) including, without limitation, boats, vessels, motorboats, sailboards, sailboats, canoes, rafts, jetskis, and kayaks, on, in, or about any part of the Common Area,
- (vii) the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration,
- (viii) the right of the Declarant and any Builder to use the Common Area for sign placement purposes during periods of construction and development, and
- (ix) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Areas, for any public purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners

Each Owner and such Owner's family, guests and invitees shall use and exercise their easement rights over the Common Areas in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them

c Conveyance of Title Title to the Common Areas shall be conveyed to the Association no later than the date by which Directors are elected by Owners. Upon termination of the Declaration, title to the Common Areas shall vest in the then Owners as

tenants in common. The rights of such tenants shall only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of lot ownership shall convey ownership in the Common Area, as no interest in the Common Area shall be conveyed by any such tenant except in conjunction with the sale of such tenant's Lot

2 Association Right to Grant Easements and Certain Easements Over Lots and Common Area. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, access, and other purposes necessary or desirable for the operation of the Subdivision

A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns for a reasonable right of entry on any Lot to perform repairs or to do other work reasonably necessary for the proper maintenance of the Common Areas and/or to perform any of the powers, rights and duties available to or imposed upon the Association by this Declaration and/or the Bylaws of the Association, including, without limitation, enforcing the covenants and restrictions imposed by this Declaration

Until the last Lot is sold in the Subdivision and conveyed to an Owner other than a Builder or Declarant, there is reserved to the Declarant and each Builder a nonexclusive easement over all Lots and Common Area, for a distance of ten (10) feet behind any Lot line or Common Area boundary line that parallels a street, for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

2 Votes All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person

3 Proxies At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable

and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.

4 Association Meetings Meetings of Owners shall be held at a location within the Subdivision or at such other place in Lincoln County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Declarant sells the last Lot in the Subdivision owned by Declarant to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than five days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

5 Quorum A quorum of Owners for any meeting shall consist of Owners having one-tenth (1/10) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-tenth (1/10) of the Owners attend in person or by proxy.

ARTICLE V

BOARD OF DIRECTORS

1 Number and Term The Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) persons, with each person elected by a majority vote of a quorum of Owners. Except as otherwise provided herein, each Director shall hold office for the term of one year and until his successor shall be elected and qualified. Each Director shall be elected or appointed as follows:

(a) The first Board of Directors shall consist of

who shall serve and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to subsection (c) of this Section 1 below.

(b) After building permits for the construction of Dwellings for fifty percent (50%) of the Lots in the Subdivision are issued

(or at such earlier time as Declarant may elect) the Directors shall call a special election for the Association through which one Director shall be elected by a majority vote of a quorum of Owners and the remaining two Directors shall be appointed by Declarant. The Directors elected and appointed pursuant to this subsection (b) shall serve as Directors until new Directors are elected and appointed and qualified pursuant to subsection (c) of this Section 1 below,

(c) After building permits for the construction of Dwellings for ninety-five percent (95%) of the Lots in the Subdivision are issued by the City (or at such earlier time as Declarant may elect) the Directors shall call a special election of the Association through which two Directors shall be elected by a majority vote of a quorum of Owners and the remaining Director shall be appointed by Declarant. The Directors elected and appointed pursuant to this subsection (c) shall serve as Directors until new Directors are elected and qualified pursuant to subsection (d) of this Section 1 below;

(d) After building permits for the construction of Dwellings for all of the Lots in the Subdivision are issued then within thirty (30) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a meeting of the Association (be it a special meeting or the first annual meeting) at which all three Directors shall be elected by a majority vote of a quorum of Owners.

Notwithstanding any provision contained herein to the contrary, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

2 Election of Directors or Approval by Mail Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors or the approval of any matter by the Owners may be conducted by mail. In order to conduct an election, the Board shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and requesting nominations for the Board of Directors. In the case of the election of Directors, the notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee, the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations or if the Board is seeking Owner approval of an action, proposal or amendment by mail, the Board shall prepare a ballot (i) containing the names of all nominations validly submitted to the Board in accordance with the requirements hereof within the time limit established in the notice in the case of a Board election, or (ii) setting forth the action, proposal or amendment for which approval is being sought with the statement "If you approve of the action, proposal or

amendment, then mark the enclosed ballot 'yes' but if you disapprove of the foregoing action, proposal or amendment, then mark the enclosed ballot 'no' . The ballot shall have typed upon it the address of the Board to which the ballot must be returned and the date by which the ballot must be received by the Board in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owner(s). The Board shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. Together with each ballot, the Board shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees, action, proposal or amendment by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board and results shall be announced to the Owner(s) by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owner(s) at the addresses of the Owner(s) then on file with the Association.

3 Qualifications Except for Directors appointed by the Declarant, Directors shall be elected from among the Owners, shall be Owners, and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his term, he shall immediately cease to be a Director and his place on the Board shall be deemed vacant.

4 Vacancies Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above.

5 Meetings An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by a majority of the Directors on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

6 Removal Except for the Directors appointed by Declarant, any Director may be removed from office by Owners having two-thirds of the votes in the Association.

7 Quorum A majority of the number of Directors fixed by this Declaration as the full Board of Directors shall constitute a quorum for the transaction of business and the act of

a majority of the Directors at a meeting at which a quorum is present shall be the act of the Directors. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one present, may successively adjourn the meeting from time to time, not to exceed thirty days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment

8 Actions without Meetings Any action which is required to or may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting forth the actions so taken, are signed by all of the Directors of the Board of Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held.

9 Compensation Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners

10 Powers and Duties The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Subdivision, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may,

- (a) administer the affairs of the Association and of the Subdivision;
- (b) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve,
- (c) formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements and obtain such services that provide for the public health, safety and welfare of the Subdivision as the Directors may consider advisable
- (d) adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time,
- (e) provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, maintenance, repair and replacement of streets and street lights located within or

adjacent to street right of ways (unless such maintenance, repair and replacement shall be performed by a municipal entity), and maintenance, repair and replacement of improvements located within the Common Areas.

(f) provide for payments for all maintenance, management, operation, repair and replacement of the Subdivision and improvements and also the payment of any assessment pursuant to this Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent,

(g) provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent),

(h) consider and approve or reject any and all plans and specifications (except those of Declarant) for alterations to and construction of Dwellings and improvements on the Lots.

(i) estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided.

(j) collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area,

(k) grant easements and rights-of-way over the Common Areas to such utility companies or public agencies or others as the Directors shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Areas and in every and all respects governing the operation, funding and usage thereof.

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

(m) make all contracts and incur all liabilities necessary related or incidental to exercise the Board's power and duties hereunder.

(n) dedicate any private streets, drives, walkways or rights-of-way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;

(o) comply with such instructions of Owners having a majority of a quorum of votes in the Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Subdivision,

(p) obtain, in the Board's discretion, liability and hazard insurance on the Common Areas, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors,

(q) exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declaration,

(r) purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;

(s) enforce the Declaration, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same, and

(t) exercise any and all other powers or acts as are authorized by the Declaration

10 Records. The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Directors may determine.

11 Indemnification. Each Director or officer or former Director or officer of the Association and such Director or officer's heirs, personal representatives and assigns, shall be indemnified by the Association from and against any and all claims, demands, losses, damages, liabilities, expenses, counsel fees and costs incurred by him or his estate in connection with, or arising out of, any action, suit, proceeding or claim in which he is made a party by reason of his being or having been, such Director or officer, and any person who, at the request of the Association, served as Director or officer of another corporation in which the Association owned corporate stock, and his legal representatives, shall in like manner be indemnified by the Association, provided, that in neither case shall the Association indemnify such Director or

officer with respect to any matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his duties as such Director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the Association shall have first approved such proposed compromise settlement and determined that the Director or officer involved was not guilty of gross negligence or willful misconduct, but in taking such action, any Director involved shall not be qualified to vote thereon

In determining whether or not a Director or officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Board of Directors may rely conclusively upon an opinion of independent legal counsel selected by the Board of Directors. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without the approval of any court. The right to indemnification herein provided shall not be exclusive of any other rights to which such Director or officer may be lawfully entitled.

No Director or officer of the Association shall be liable to any other Director or officer or other person for any action taken or refused to be taken by him as Director or officer with respect to any matter within the scope of his official duties except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his duties as Director or officer

ARTICLE VI

BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1 Creation of the Subdivision Lien Except as otherwise provided herein, each Owner of a Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges ("Assessments"), and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or Special Assessment became due. Notwithstanding the foregoing, no Assessments or Special Assessment shall be charged against Lots owned by Declarant or any Builder during their period of ownership and no Builder or Declarant shall have any obligation to pay Assessments or Special Assessments relating to Lots owned by such Builder or Declarant at any time.

2 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement and maintenance of the Subdivision and Common Areas, any recreational facilities constructed by Declarant for use by the Owners and otherwise to fulfill and perform the Association's rights, duties, obligations and functions pursuant to this Declaration.

3. Establishment of Budget and Assessments

a Unless the Directors otherwise decide, the fiscal year of the Association shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated annual budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Areas and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The annual budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

b. Until commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Owners of each Lot shall pay, on or before the 1st day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual budget for each Assessment Year as estimated by the Declarant and approved by the Directors.

c Upon commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least two-thirds (2/3) of a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each

succeeding Assessment Year, and without further notice, the Owners of each Lot shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments to the managing agent or as may be otherwise directed by the Directors.

d. The Directors shall cause to be kept a separate account for each Lot showing the respective Assessments charged to and paid by the Owners of such Lot, and the status of such account from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefor, any Owner or holder of a first mortgage or first deed of trust on any Lot shall be furnished a statement of the respective account for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

e. In the event that during the course of any Assessment Year, it shall appear to the Directors that the monthly Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

f. In addition to other special assessments authorized by this Article, the Directors may make a separate special assessment, without a vote of the Members, for the operation and maintenance of storm sewer systems, creeks, retention basins, detention basins and other storm water control easements and facilities. The assessment provided for by this paragraph shall be allowed and applicable until the operation and maintenance of such sewer system and such creeks and other storm water control easements and facilities are accepted for maintenance by an appropriate public governmental agency body or utility company. The Directors may also make a separate special assessment pursuant to this paragraph as necessary for compliance with all subdivision and other ordinances, rules and regulations of the City.

4. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that

Special Assessments shall be approved by a vote of Owners having at least two-thirds (2/3) of a quorum of the votes of the Association at a meeting at which a quorum is present.

5 Uniform Rate Assessments and Special Assessments must be fixed at a uniform rate for all Lots

6. Commencement of Annual Assessments. Each Owner shall pay his first annual Assessment upon the closing of the purchase of his Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from the Declarant or a Builder shall pay an initial set-up fee to be deposited with the Association and which shall be in such amount as Declarant shall determine but which shall be uniform for all Lot Owners.

7. Non-payment of Assessments Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum, or (ii) the maximum rate per annum allowed by law. The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, R S Mo. In addition to the foregoing, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his family, guests and invitees to use the recreational facilities in the Common Areas for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area.

8 Unexpended Assessments and Special Assessments All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners

9 Subordination of the Lien to Mortgages The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments or Special Assessments, however the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions covenants and restrictions which run with the land and are perpetual and appurtenant to the Lots

(a) No Lot shall be used for any business or commercial purpose, and each Lot shall be used solely for residential purposes except (i) for use pursuant to home occupations as set forth below, and (ii) Lots or portions of Lots may be used by Declarant or any Builder, for temporary offices, display or model homes and/or entrance monuments, provided, however, that in no event shall any Lot be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family

(b) Except as otherwise provided herein, each Owner shall maintain his Lot and Dwelling in compliance with all applicable zoning ordinances and subdivision regulations of the City of O'Fallon, Missouri and St. Charles County, Missouri. To the extent that the City or any other governmental authority shall require permits for the erection of any improvements upon a Lot, including, without limitation, fences, decks or other structures or improvements, the Owner of such Lot shall be responsible for obtaining the same

(c) No Owner, except Declarant or any Builder with respect to Lots owned by Declarant or such Builder, shall cause any construction on a Lot without first submitting the plans and specifications for such construction to the Directors and obtaining approval for such construction from two-thirds (2/3) of the Directors. In the event the Directors fail to approve or disapprove the plans and specifications within thirty (30) days after their submission to the Directors, the plans and specifications shall be deemed approved

(d) No Dwelling Lot or any portion thereof shall be used for any noxious or offensive activity nor for any purpose prohibited by law or ordinance or which may become an annoyance or nuisance, in the judgment of the Directors, to other Owners or inhabitants of Lots

(e) No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold or leased, provided, however, that the Declarant or any Builder may re-subdivide any Lot and sell or lease any fractional part thereof

(f) No trash, rubbish, garbage, trash can or other receptacle therefor, other than those receptacles approved by the Association, shall be placed on any Lot outside of a Dwelling.

(g) No tank, bottle or container of fuel shall be erected, placed or permitted above the surface level of any Lot.

(h) Each Owner shall, as necessary, repair, maintain, replace, or clear at his sole expense each and every gas, sewage, and water lateral line on or servicing his only Dwelling or Lot.

(i) No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence.

(j) No signage of any kind shall be displayed to the public view on any Lot, except (i) one sign of not more than five square feet advertising the Lot for sale or rent, (ii) one sign of not more than one square foot warning people of dangerous animals located in the home or on the Lot, and (iii) one sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the home located on the Lot, provided, however, there shall be no restrictions on the number or type of signage used by Declarant or any Builders to advertise or market the Subdivision during the construction, development and sales of Lots and Dwellings in the Subdivision by the Declarant or such Builders

(k) Each Owner shall maintain his Lot in a neat attractive manner, including without limitation, maintenance of the lawn and shrubbery. No Owner shall permit the lawn upon such Owner's Lot whether grass, legume or ivy, to grow in excess of six (6) inches in height. The foregoing requirement regarding lawn maintenance shall not apply to any Builder or Declarant prior to the sale of the Lot at retail to an Owner other than a Builder

(l) The Board shall as it, in its sole discretion, deems appropriate, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas. The Board may establish and set aside such portions of the Common Areas as it shall deem appropriate for the establishment of community gardens, and the Board shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Common Areas except as specifically provided herein

(m) Fences that receive the prior written approval of the Board of Directors may be erected on a Lot provided any such fences shall be built of wood, wrought iron

or PVC (each in colors and styles approved by the Board of Directors) and of a height no greater than six (6) feet. Under no circumstances shall chain link fences be allowed upon any Lot in the Subdivision. No fence, wall, hedge or shrub planting higher than three (3) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(n) No more than one storage building or other outbuilding shall be permitted on any Lot and then only if the exterior material of such storage building or outbuilding coordinates with the exterior of the Dwelling and is approved by the Directors.

(o) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that such household pets do not exceed two (2) in number per Dwelling on any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

(p) Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, canoes, kayaks, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, trucks displaying commercial advertising, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, provided, this shall not prohibit the parking on the driveway located on the Lot of no more than two (2) passenger automobiles, licensed to the Owner of the Dwelling or a full-time resident thereof that are in operating condition.

(q) No Owner, except Declarant, shall alter or change any water course or finished grade without the express, written approval of the Directors.

(r) No firearms, pellet or B B guns shall be discharged in the Subdivision.

(s) Satellite dishes shall not be installed, constructed or maintained on any Lot or on the exterior of any Dwelling or other improvement on any Lot without the

prior written approval of the Board of the type, model, size, design, location, landscaping, appearance and other components thereof and related equipment therefor

Any satellite dish approved by the Board shall be installed in accordance with, and maintained in the condition described in, the plans and specifications approved by the Board therefor. Under no circumstances shall television or radio antennas be permitted on any Lot or the exterior of any Dwelling or other improvement on any Lot.

2 Dwelling Restrictions In addition to the General Provisions set forth hereinabove, all Dwellings shall be subject to the following restrictions

(a) Land Use None of said Lots may be improved, used or occupied for other than private residence purposes and no flat or apartment house, although intended for residential purposes, may be erected thereon, provided, however, subject to the other restrictions contained in this Declaration, an Owner may use such Owner's Dwelling for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. For purposes of this Declaration, a "home occupation" shall mean Any occupation, business or commercial activity carried on at the Dwelling by a member of the immediate family residing at the Dwelling and no more than one (1) nonrelated employee, which use is otherwise in compliance with all applicable laws, provided, the following uses are forbidden

- (1) Dog grooming;
- (2) Provision of care, instruction or training of more than five (5) children, at one (1) time, not including the occupants of the Dwelling, whether or not for profit,
- (3) Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the Dwelling,
- (4) Any manufacturing business,
- (5) Any repair shop operating on or from the Dwelling,
- (6) A clinic or hospital,
- (7) A barber shop or beauty parlor,
- (8) A stable, animal hospital, dog kennel or dovecote,
- (9) A restaurant,

- (10) Any activity that produces noxious matter or employs or produces flammable matter, and
- (11) Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office

(b) Height Limitation. Any Dwelling erected on any of said Lots shall not be more than two (2) levels in height above ground, provided, that (i) walkout basements shall not be included in calculating such height limitation, and (ii) a Dwelling more than two (2) stories in height may be erected on any of said Lots with the written consent of the Board of Directors of the Association

(c) Minimum Building Size Requirements Any Dwelling must conform to the following minimum enclosed floor area:

Ranches or one story	1,200 square feet
Two-story	1,200 square feet
Split-level	1,200 square feet

The words "enclosed floor area" as used herein shall mean and include any Dwelling enclosed and finished for all-year occupancy, computed on outside measurements of the Dwelling but shall not mean and include any area of basements, garages, porches or attics, provided the interior stairwell leading to a finished basement landing not in excess of twenty (20) square feet may be included

(d) Building Lines No part of any Dwelling shall be located on any Lot nearer to the front street or the side street than the front building line or the side building line shown on the Plat. Provided, however, the following enumerated parts of any Dwelling may project over the above-described front, side and rear lines, for the distance shown, to-wit:

(1) Window Projections Bay, bow or oriel, dormer and other projecting windows not exceeding one (1) story in height may project not to exceed four (4) feet

(2) Miscellaneous Projections Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely ornamental purposes may project a distance not to exceed three (3) feet

ARTICLE VIII

THE SEWER SYSTEM AND WATER SYSTEM

Section 1 Rights, powers and duties of the developer The developer shall have the following rights, powers and duties in regard to the sewer system

(a) The developer shall construct, maintain, operate, repair, improve, and regulate the access and use of the water or sewer main systems. In connection with such construction, maintenance, operation, repair, improvement and regulation of the water or sewer system, the developer shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 644, RSMo, and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder, and all other provisions of federal, state and local law, as such may exist from time to time.

(b) The developer shall provide to all lot owners in the above-described property the right and advantage of connection with such water distribution system and sewer system for the distribution of potable water, collection, treatment and disposal of sewage and wastewater, subject, however, to the conditions, rules governing rendering of water or sewer service, and subject to such reasonable rules and regulations as may be prescribed by the developer, such rules and regulations to be uniform in application to all owners of lots of the same classification.

(c) The developer may acquire for addition to the water or sewer systems any water treatment, sewage treatment facilities, properties, and improvements of the type described in this Declaration which are located outside the properties described above, and may permit any property and improvements located outside the properties described above to be connected to the water or sewer system, provided that all such assets which are acquired for addition to the water or sewer system and all such property and improvements which are permitted to be connected to the water or sewer system shall be made subject to all the terms, conditions and restrictions of this Declaration and the rules and regulations of the developer promulgated pursuant thereto.

(d) The developer is empowered to transfer and convey to any public authority, municipal corporation, or private corporation certificated by the Public Service Commission of Missouri, said water or sewer system, either with or without money consideration therefor, and such conveyance shall become mandatory and shall be made by the developer as soon as practicable, when any such public authority, municipal corporation, or private corporation certificated by the Public Service Commission becomes capable of accepting such conveyance and thereafter performing all functions relating to the construction, maintenance, operation, repair, improvement and regulation of the water or sewer system.

(e) The developer is empowered to contract with any other person, firm, or governmental or other entity for the performance of all or any part of the water distribution or sewage treatment services, or construction, repair and improvement of the water or sewer system, provided that the cost of any such contract shall be paid by the operator of the utility systems in the same manner as all other costs and expenses incurred in operating and maintaining the water or sewer system.

(f) The developer, or designee, shall adopt, prescribe and enforce reasonable rules and regulations with respect to the use of the water and sewer systems. Said rules and regulations shall not conflict with the Missouri Clean Water Law and regulations promulgated pursuant thereto.

Section 2 Connection to the water or sewer systems All homes and other structures requiring water, sewage, or wastewater disposal facilities shall be connected to the water or sewer systems and no such home or structure may be occupied unless so connected to the water or sewer systems.

In addition to the powers of any owner, builder, or developer to enforce the covenants and restrictions, the provisions herein relating to the water or sewer systems, provision of water distribution and facilities, provision of sewage treatment, disposal services and facilities, and making and collection of fees or assessments for such purposes, may be enforced in a proceeding in equity by the Public Service Commission, as beneficiaries of such provisions.

ARTICLE IX

EASEMENTS

1 Encroachment Easement Should any portion of any Dwelling as constructed on any Lot by Declarant overhang or encroach on an adjacent Lot or on any Common Area, the Owner of the overhanging or encroaching Dwelling shall have an easement on such adjacent Lot or Common Area as the case may be, to permit the overhanging or encroaching

portion of such construction to remain in the same state and location as when said Dwelling was first occupied for residential use. Such easement shall be appurtenant to and shall pass with title to the Lot on which said improvements were constructed.

2. Utility Easements Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or Common Area. If 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 the Lot being served, and 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 and/or connection.

3. Construction Easement Until the last Lot is sold and conveyed to an Owner other than a Builder or the Declarant, the Common Area and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Declarant and/or any Builder, their respective employees, agents, contractors and subcontractors to enter upon, over, across and through the Common Area and Lot for the purpose of construction on adjoining Lots, Common Area and streets, including, without limitation, installing improvements therein and adjusting grades and slopes to facilitate storm water drainage.

ARTICLE IX

EXTERIOR MAINTENANCE

Each Owner shall be responsible for keeping his Lot and the exterior of such Owner's Dwelling in good repair and in a clean and tidy condition, including, without limitation, re-painting of the exteriors as necessary. In the event an Owner shall fail to maintain his Lot and Dwelling in a manner satisfactory to the Directors or the Association, upon an affirmative vote of the Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Directors, provided, this shall not give the Directors the right to hinder or interfere with construction on any Lot by a Builder or Declarant. The Directors or their agents or employees shall not be held liable for any manner of trespass that might arise under this Article. The cost of such maintenance shall be added to and become part of the next Assessment to which such Lot is subject, and, in the event said costs are not paid on or before the date the next Assessment payment is due, the Association shall be

entitled to all remedies provided in Article VI, Section 7 for non-payment, including, without limitation, imposition of a lien on said Owner's Lot and foreclosure thereof.

ARTICLE X

GENERAL PROVISIONS

1 Enforcement The Association, the Directors, any Owner, the Declarant or any Builder shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, any Builder, the Directors or by 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.

2 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

3. Term The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision, for a term of fifty (50) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of twenty (20) years each unless an instrument signed by the then Owners having seventy-five percent (75%) of the votes in the Association has been recorded, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination.

4 Amendment. This Declaration may be amended by the unanimous consent of the Directors at any time prior to the election of the Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners having at least sixty percent (60%) of the votes in the Association. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri.

5 Reservation of Expenditures Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Subdivision.

6. Release Declarant may, in its sole discretion, release the Property, or any portion thereof, including, without limitation, any one or more Lots or Common Area, from

IN WITNESS WHEREOF, the undersigned has hereunto set its hands as of the day and year first above written.

KAPLAN DEVELOPMENT AND
INVESTMENT COMPANY, INC

- SEAL -

By Leonard Kaplan, President

[illegible]

On this _____ day of _____ 2003, before me personally appeared LEONARD KAPLAN, to me personally known, who, being by me duly sworn, did state that he is the President of KAPLAN DEVELOPMENT AND INVESTMENT COMPANY, INC., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said LEONARD KAPLAN 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 the day and year first above written

Notary Public _____ My Commission Expires. _____