DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF HIGHLAND CIRCLE, A SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI

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Re: The following described real estate situated in Boone County, Missouri:

Highland Circle and all real estate therein and Lots 1, 2, 3, 4 and 5 of Highland Circle, and as shown by Plat recorded in Plat Book 36, at Page 81, of the Real Estate Records of Boone County, Missouri.

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF HIGHLAND CIRCLE, A SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI

This Declaration of Covenants, Easements and Restrictions made on this _____ day of _____, 2003, by **MUIR DESIGN GROUP, LLC** a Missouri corporation [mailing address: Muir Design Group, LLC, Attn: Justin M. Perry, its Manager, 1 Business Loop 70 East, Columbia, Missouri 65203], which such limited liability company may hereinafter be referred to as "the Developer."

WITNESSETH:

BACKGROUND RECITALS
["Recitals"]

The Developer is the owner of a tract of land located in Columbia, Boone County, Missouri, which the Developer is in the process of developing as a residential subdivision, known or to be known as "Highland Circle, " which is located in the southwest quadrant of the intersection of Highland Court and Bentpath Drive in Columbia, Missouri, and which is legally described as all real estate contained within Highland Circle as shown by the final plat of Highland Circle recorded in Plat Book 36 at page 81 of the Real Estate Records of Boone County, Missouri, and is sometimes referred to as Lots 1 through 5, both inclusive, of Highland Circle as shown by Plat of Highland Circle recorded in Plat Book 36 at Page 81 of the Real Estate Records of Boone County, Missouri.

That real estate owned by the Developer hereinabove described, is hereinafter referred to as "the Parcel." Each of Lots 1 through 5, as contained within the Parcel is hereinafter referred to as "a Lot." The Plat of Highland Circle hereinabove described, and any modifications or amendments thereof is hereinafter referred to as "the Plat."

The Developer intends to submit to this Declaration and to the easements, restrictions, reservations and covenants provided for by this Declaration all of the land of Highland Circle as shown by the Plat of Highland Circle hereinabove described, and to submit to this Declaration and to the easements, restrictions, reservations and covenants provided for by this Declaration each of Lots 1 through 5, both inclusive, as shown by such Plat ("the Lots"). All of the land of Highland Circle, which is that land which is contained within the boundaries of the land that is the subject matter of the Plat may hereinafter be referred to "the Parcel."

The easements, restrictions, reservations and covenants hereinafter set forth in this Declaration are intended to be easements, restrictions, reservations and covenants running with the

land of the Parcel and with each of the Lots, which shall be binding upon the Developer and the Developer's successors in ownership of each of the Lots and of the Parcel and of each and every part thereof.

DECLARATION OF COVENANTS

NOW, THEREFORE, the Developer hereby declares that all of the real estate contained within that Parcel ("the Parcel") platted as Highland Circle by the Plat hereinabove described and each of the Lots contained within such Parcel, and any Buildings and improvements now or hereafter located thereon, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens, charges and assessments, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the real estate and the Buildings now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens and charges shall run with the real estate and the real property, and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof, and shall be binding on all parties having or acquiring any right, title or interest in the above-described Parcel, or any of the above-described Lots or any part thereof, and any, or any improvements or Buildings located thereon, and shall inure to the benefit of each owner thereof. The Developer further declares as follows:

ARTICLE I
DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS

This instrument shall hereafter for convenience and for purposes of brevity and clarity, be defined as the "Declaration". For the purpose of brevity, certain words, phrases and terms used in this "Declaration" are defined as follows, and the following terms and conditions shall apply:

Section 1. Association means "The Highland Circle Homes Association," a not-for-profit corporation of the State of Missouri, to be established as hereinafter provided in the Declaration, and its successors and assigns, which shall serve as the Association of Lot Owners.

Section 2. Parcel means that entirety of the parcel platted as Highland Circle by that Plat hereinabove described, which is recorded in Plat 36 at Page 81 of the Real Estate Records of Boone County, Missouri, including, but not limited to, each of Lots 1 through 5 as shown by such Plat.

Section 3. Property means all the land, property and space comprising the Parcel, all improvements, Buildings and structures erected, constructed or contained therein or thereon, including any building or buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Lot Owners.

Section 4. Record means to record in the Office of the Recorder of Deeds of Boone County, Missouri, wherein the Property is located.

Section 5. Plat means the plat of Highland Circle hereinabove described.

Section 6. Lot means each of Lots 1 through 5, both inclusive, of Highland Circle as shown by the Plat hereinabove described.

The Developer reserves the right to modify any Plat as to any Lots owned by the Developer, by subdividing such Lots, or by the altering the boundary lines of such Lots, or by increasing the number of such Lots, or by combining such Lots, or by reducing the number or size of such Lots, or by otherwise amending the Lot lines of the Lots as shown on the Plat, which are owned by the Developer. No party other than the Developer or its assignees shall have such rights.

Any platted Lot which is designated by the Plat as a "Common Area," or which becomes Common Area, or which is declared by the Developer to be Common Area, shall not be a "Lot."

Section 7. Lot Owner means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot.

Section 8. Common Area shall mean any real estate contained within the Parcel platted by the Plat, other than the Lots, and shall further mean and include the following:

A. The private drive ("the Private Drive"), which is referred to as "Highland Circle," and which is to be located within the boundaries of the "Private Landscape and Driveway Esmts." ("Private Landscape & Driveway Easements"), shown by the Plat, and which is intended to serve or may serve each of Lots 1, 2, 3 and 4, as shown by the Plat, the said Private Driveway intended to be a private, common driveway, serving the said Lots and the Buildings located thereon, and being intended to be a Common Area and Common Element, which shall be owned by, and maintained, repaired, replaced and serviced by the Association;

B. The Private Landscape and Driveway Easements ("Private Landscape and Driveway Easements") shown by the Plat and all landscaping and other improvements located thereon, all of which shall be owned, maintained and repaired by the Association as Common Area.

C. Any part of the Parcel or Easement, which such part of the Parcel or Easement is affecting any part of the Parcel, owned by or benefits the Developer and which the Developer designates as Common Area.

Section 9. Common Elements shall mean the Common Areas described in Section 8 above, and all structures and improvements now or hereafter erected or constructed thereon and any other Common Area hereafter designated as Common Area, and any Lots or parcels or easements which the Developer owns or controls and may hereafter choose to call Common Area and any other parcels or tracts which the Developer owns and, in the Developer's discretion, may hereinafter designate as "Common Area", and all buildings, structures and other improvements located thereon. The "Common Elements" shall further include the Private Driveway, hereinabove described, which is referred to as "Highland Circle,"and the "Private Landscape and Driveway Easements" hereinabove described, and all lighting and light fixtures, appliances, equipment and appurtenances for the Private Driveway, and all entryway monuments, entryway structures, entryway signs, lights, lighting and components, lawns, trees, shrubs, plants, ground cover and other growing material, lighting, light fixtures, irrigation system improvements, equipment and appurtenances, electrical

lines and electrical fixtures and improvements, and any other structures or improvements of any kind or nature whatsoever now or hereafter placed on or within or beneath any Common Area; or any Private Landscape and Driveway Easement. The "Common Elements" shall specifically include the Private Driveway, and all appurtenances thereto, and lighting systems therefor, of every kind, nature, and description whatsoever, and shall further include any landscaping, and lighting, light fixtures, monuments, walls, statutes, irrigation systems and other improvements placed within the "Private Landscape & Driveway Easements,"and all security systems (and all its parts and components).

Section 10. Declaration means this instrument.

Section 11. Developer shall mean and refer to Muir Design Group, LLC, a limited liability company of the State of Missouri, and its successors, and shall further refer to any person or persons to whom such corporation or its successors shall assign all or any portion of its rights as the Developer under the terms of this Declaration. A conveyance by the Developer by Warranty Deed or otherwise shall not be deemed to be an assignment of any of the Developer's rights as the Developer unless such rights are specifically mentioned in such conveyance. Such rights can only be assigned by a written assignment, deed, deed of trust or other similar instrument by the Developer, which specifically refers to the rights of the Developer under this Declaration. The provisions of this Section 11 to the contrary notwithstanding, a conveyance by the Developer of any of the Property by deed of trust or mortgage, shall be deemed to carry therewith all of the rights of the Developer, as set forth in this Declaration, with respect to the property subject to the deed of trust or mortgage, including all architectural control rights attributable thereto, and all Class B voting rights attributable thereto. In other words, a conveyance by the Developer by deed of trust or mortgage shall be deemed to include therein all rights of the Developer (and Class B memberships) with respect to the real estate described in such deed of trust or mortgage, which shall be subject to the lien of the deed of trust or mortgage.

Section 12. Person means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 13. Class A Member shall mean a Class A Member of the Association and shall mean a Lot Owner of a Lot owned by a person other than the Developer and the Developer's assignees. The qualifications for Class A membership are set forth below. "Class B Member" shall mean the Developer and any assignees of any of the Developer's Class B membership rights. A deed or other conveyance by the Developer shall not assign any of its rights as the Developer, or any of the Developer's Class B memberships, unless all such rights or Class B memberships are specifically mentioned therein; provided, however that the provisions of Section 11 dealing with mortgages and deeds of trust shall be in effect. Assignments of rights as the Developer, or assignments of the Developer's Class B membership rights, can be made, wholly or in part, only by written deeds, warranty deeds, or specific instruments of assignment, which specifically refer to the rights and memberships assigned.

Section 14. Development shall mean all real estate contained within the Parcel and all Buildings and improvements now or hereafter located thereon, all of which shall hereafter be known as "Highland Circle."

Section 15. Builder shall mean an individual, company or corporation who or which acquires a Lot for purposes of building or constructing a Building thereon for sale to others. The Developer may sell a Lot to a Builder, other than the Developer, for purposes of building or constructing improvements located thereon for sale to others. Any Building or improvement erected on any such Lot, must be erected in accordance with the Architectural Control provisions hereinafter set forth in this Declaration. A sale by the Developer to a Builder shall not constitute an assignment of the Class B votes attaching to such Lot, or of any of the Development rights or Architectural Control attaching to such Lot, or of any of the rights of the Developer as the "Developer", which attach to such Lot, unless the Developer, in addition to the sale of the Lot, by specific written assignment, assigns to the Builder the Class B voting rights attributable to the Lot, or the Developer's rights as the Developer attributable to such Lot, or the Class B membership attributable to such Lot. All Lots sold or conveyed to a Builder shall, unless specifically agreed to the contrary, remain subject to the Architectural Control provisions hereinafter set forth in this Declaration.

Section 16. Singular, Plural or Gender. Whenever the context so requires, the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

Section 17. Building means and refers to a separate, detached, distinct Dwelling structure (i.e., a house), located within the Development that is intended to be used as a residence or dwelling. It is intended that each Lot will contain only one Building (i.e., a house), which shall be a One Family Dwelling, as described in ARTICLE VII below, and which shall be used solely for residential purposes, as a residence for a single Family, as described in ARTICLE VII below, and that the Development shall, therefore, consist of traditional, detached, single family Dwellings, such as those customarily found in Zoning District R-1 in the City of Columbia, Boone County, Missouri, each of which shall be a "Building." "Building" shall, therefore, mean a single family residential structure, or One Family Dwelling, arranged, intended and designed for (and used for and only for) occupancy by one Family as a residence. Each Building shall be located upon a Lot. The boundary lines of the real estate containing a Building, as shown on the Plat, shall be Lot.

ARTICLE II
MEMBERSHIP IN THE ASSOCIATION

Every Lot Owner, other than the Developer, shall automatically be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the following provisions of the Declaration, and shall be entitled to all rights and privileges of Class A membership in the Association. The foregoing is not intended to include persons who hold an interest in a Lot merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Lot which is subject to assessment by the Association. Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for Class A membership in the Association. Class A membership in the Association shall be automatic, and shall not be discretionary. Class A membership shall automatically attach to ownership of a Lot, and ownership of a Lot shall subject the Lot Owner thereof to all duties and obligations of Class A membership, and to assessments

levied by the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Lot subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No Lot Owner shall execute any deed, lease, mortgage or other instrument affecting title to his Lot ownership without including therein both his interest in the Lot and his corresponding ownership without including therein both his interest in the Lot and his corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. The Developer, or those to which it assigns all or any part of its rights as the Developer under the terms of the Declaration shall be the sole Class B Members of the Association. The Developer, and those to which it assigns all or any portion of its rights as the Developer under the terms of the Declaration shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided in the Declaration, for each Lot in which they hold the interest required for Class A membership by this ARTICLE II. The Developer shall, before termination of Class B memberships, also be a Class A Member for each Lot held by the Developer for rental or lease purposes [or which is occupied as a residence], and which is subject to assessment under the following provisions of the Declaration. The Developer may assign all or any part of the Developer's rights as the Developer hereunder, and all or part of the Developer's Class B voting rights. However, such assignment shall be made only by warranty deeds, deeds, deeds of trust or specific instruments of assignment, properly recorded, which specifically refer to the rights to be assigned; provided, however, that the provisions of Section 11 of ARTICLE I with respect to conveyance by deeds of trust or mortgage shall be in full force and effect. Any such assignment shall not be deemed to be made by any deeds, assignments or other instruments of conveyance, executed by the Developer, which do not specifically refer to the Developer's rights as the Developer, or the Developer's Class B voting rights. The Developer may assign all or part of the Developer's rights as Developer, and all or part of the Developer's Class B voting rights, if the Developer, in the Developer's discretion elects to do so, to Builders and other developers erecting improvements upon the real estate contained within the Plat. If the Developer does make such an assignment, then the Developer or Builder to which such an assignment is made shall hold those numbers of Class B Memberships or voting rights specifically assigned, and shall lose one (1) Class B vote and one (1) Class B membership for each Lot subsequently conveyed by such developer or Builder to which such an assignment was made.

ARTICLE III
VOTING RIGHTS

The Association shall have two classes of voting memberships, and shall have two (2) classes of memberships, same being as follows:

Class A. Class A Members shall have one (1) vote at all meetings of the Association for each Lot in which they hold the interest required for Class A membership by ARTICLE II of the Declaration. When more than one (1) person holds such an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Developer, and those to which the Developer assigns all or any portion of the Developer's rights as the Developer under the terms of this Declaration shall, at the outset, have six (6) Class B memberships and Class B votes, there being one such Class B membership and Class B vote being allocated to each of Lots 1 through 5, both inclusive, of Highland Circle, as shown by the Plat, and there being one additional, at large Class B Membership allocated to the Developer. Hereafter:

A. Decrease in Number of Class B Votes. When a Lot is conveyed by the Developer, or an assignee of the Developer's Rights hereunder, or another Class B Member, to a Lot Owner other than the Developer, an assignee of the Developer's Rights as the Developer hereunder, or another Class B Member, then the Class B membership attributable to such Lot shall cease and terminate, even if the Lot is conveyed to a Builder; although a Class A Membership attributable to a Lot owned by a Builder, to whom the Lot is conveyed by the Developer, an assignee of the Developer's Rights as the Developer hereunder or another Class B Member, shall not attach to such Lot until such Lot is conveyed by such Builder to a Lot Owner other than such Builder, another Builder, the Developer, an assignee of the Developer's Developer's Rights hereunder, or another Class B Member, or the Building located on such Lot is rented, leased or made available for renting or leasing by the Builder, or is occupied as a residence.

B. Termination of Class B Votes Attributable to a Lot If Building on Lot Is Rented, Leased or Held for Renting or Leasing or Is Otherwise Disposed Of. If a Building on a Lot is rented or leased, or is made available for renting or leasing, or is occupied as a residence, then even if such Lot is then owned by the Developer, another Class B Member, or an assignee of the Developer's Rights as the Developer, or a Builder, the Class B membership attributable to such Lot shall cease and terminate.

C. Ultimate Termination of Class B Votes. In any event, all Class B voting rights and Class B memberships in the Association shall cease and terminate upon the happening of the earliest of the following events to occur:

a. When all Class B memberships allocated to each of Lots 1 through 5, both inclusive, of Highland Circle have been terminated in accordance with the above provisions of this ARTICLE; or

b. When Class A memberships have attached to each of such Lots; or

c. On January 1, 2025; or

d. The Developer so determines at an earlier date by recording, in the real estate records of Boone County, a written instrument evidencing such determination on the Developer's behalf.

D. Temporary Non-Exercise of Class B Voting Rights and Class B Memberships. A failure of the Developer to cast the Developer's Class B votes or to exercise any of the Developer's rights as the Developer shall not constitute a waiver of such votes or rights. If the Developer, on any occasion, elects not to cast the Developer's Class B votes, the Developer shall not, under any

circumstances whatsoever, have waived the Developer's right to cast such votes at any time in the future. The Developer may, from time to time, elect to not exercise the Developer's Class B voting rights and Class B memberships, and to not cast Class B votes, in order to allow the Class A Members of the Association to assume the management and control of the Association, for one or more probationary periods, in order to determine whether the Association can be properly managed by the Class A Members of the Association, and the Developer may, thereafter, reassert control over the Development and the Association by again electing to exercise the Developer's Class B votes and Class Memberships and Class B voting rights. In the absence of a written expression of intention to permanently relinquish the Developer's Class B memberships and Class B voting rights, which such written expression is recorded in the Real Estate Records of Boone County, Missouri, no failure by the Developer to cast the Developer's Class B votes or to exercise the Developer's Class B membership shall be deemed to be a relinquishment of the right on the part of the Developer to exercise the Developer's Class B membership rights and Class B voting rights. If the Developer elects not to cast the Developer's Class B votes, or to exercise the Developer's Class B voting rights or the rights of the Developer's Class B memberships, then the Developer shall, nevertheless, retain all Architectural Control Powers provided for by ARTICLE VII of this Declaration, unless such Architectural Control Powers are relinquished, in writing (which such writing contains an express relinquishment of such Architectural Control Powers), which such writing is recorded in the Real Estate Records of Boone County, Missouri.

E. Class B Memberships Terminate/Class A Voting Rights Attach. From and after the happening of the earliest of those events specified in subparagraph D above to occur, all Class B memberships and Class B voting rights in the Association shall be terminated, and the Developer and any of the Developer's assignees of the Developer's rights as the Developer under the terms of this Declaration shall be deemed to be Class A Members, entitled to one (1) vote for each Lot in which they hold an interest required for Class A membership under the terms of ARTICLE II of the Declaration.

Prior to the occurrence of the earliest of the above events to occur the Developer shall hold a Class A membership and Class A voting right in the Association as to each Lot then owned by the Developer to which a Class B voting right does not attach.

F. Attachment of Class A Membership. If a Lot is conveyed by the Developer, or an assignee of the Developer's rights hereunder, or another Class B Member, to a Lot Owner other than the Developer, an assignee of the Developer's rights hereunder, another Class B Member or a Builder, then the Class B membership attributable to such Lot shall cease and terminate and a Class A membership shall automatically attach to such Lot. A Class A Membership shall not, however, attach to a Lot that is conveyed by the Developer, an assignee of the Developer's rights as the Developer, or another Class B Member, to a Builder, until such Lot is again conveyed to a Lot Owner other than the Developer, an assignee of the Developer's Rights as the Developer hereunder, another Class B Member, or a Builder, or the Building on such Lot is rented, leased or is made available for rental or lease purposes or is occupied as a residence. If a Building on any Lot is rented or leased or made available for rental or lease purposes, or is occupied as a residence, then, regardless of the identity of the Lot Owner of the Lot, and even if the Lot is owned by the Developer, an assignee of the Developer's Rights as the Developer hereunder, another Class B Member or a Builder, a Class A Membership shall automatically attach to such Lot. If a Builder acquires a Lot

from the Developer, another Class B Member, or an assignee of the Developer's Rights as the Developer hereunder, or another Builder, then, even though the Class B membership as to such Lot shall have terminated, a Class A Membership shall not attach to such Lot until the Lot is conveyed to a Lot Owner other than the Developer, a Builder, an assignee of the Developer's Rights as the Developer hereunder or another Class B Member, or the Building on such Lot is rented or leased or is made available for rental or lease purposes, or is occupied as a residence.

ARTICLE IV
LOTS

All Lots shall be legally described by the identifying number pertaining to such Lot, as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Lot by its identifying number as shown on the Plat, and every such description shall be deemed good and sufficient for the purposes. Any description of a Lot shall be deemed to include and convey, transfer, encumber or otherwise affect the Owner's corresponding membership in the Association, though the same is not expressly mentioned or described therein. Ownership of a Lot and of the Owner's corresponding membership in the Association shall not be separated. No Lot owned by any person other than the Developer shall, by deed, plat, court decree or otherwise, be subdivided, or in any other manner, separated into tracts, parcels, portions or Units smaller than the whole Lot. Nothing contained herein, however, shall prevent partition of a Lot as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. The provisions of this ARTICLE IV to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, the Developer reserves, as to Lots owned by the Developer, the right to amend the Plat and any Plat, in any respects, by changing Lot lines of such Lots, subdividing such Lots, amending Lot lines for such Lots, moving Lot lines for such Lots, increasing the number of such Lots, reducing the number of such Lots, combining such Lots, or otherwise providing for amendments of the Plat as to such Lots. There shall be no restrictions upon the Developer's making any such revisions or amendments in the Plat or any plat as to any Lot owned by the Developer.

The Developer shall further have the right to join with Lot Owners of Lots not owned by the Developer, in amending the Plat as to Lots owned by such other Lot Owners, or so as to alter Lot lines with respect to Lots owned by the Developer and Lots owned by any other Lot Owner(s).

ARTICLE V
THE ASSOCIATION

Section 1. Formation. The Association shall be formed for the purposes of owning, and providing maintenance for any Common Areas and Common Elements, and for the further purposes of acting as an association of the Lot Owners and residents of the Development, and for the further purposes of enforcing any of the provisions of this Declaration which are to be enforced by the Association. The Developer shall cause the Association to be formed, by causing same to be incorporated in accordance with the general not-for-profit corporation law of the State of Missouri, upon the conveyance of the first Lot within the Development to a person or persons other than the Developer, or any of its assignees of Class B memberships in the Association. Upon the formation of such Association, every Lot Owner then holding or thereafter acquiring an interest in a Lot required for Class A membership under the terms of ARTICLE II of this Declaration, shall

automatically become a Class A Member in the Association. Such membership in the Association shall be required, and shall be automatic. Once the Association is formed, every Lot Owner then owning a Lot, and any Lot Owner thereafter acquiring a Lot, shall automatically become a member of the Association. Membership shall not be voluntary. Membership shall be mandatory. When the Association is formed, every Lot Owner then holding or thereafter acquiring an interest in a Lot required for Class A membership shall automatically become a Class A Member in the Association, and the Developer and the Developer's assignees shall hold those Class B membership rights hereinafter provided for by the Declaration. A Lot Owner's Class A membership shall terminate upon the sale or other disposition by such Lot Owner of his Lot Ownership at which time the new Lot Owner shall automatically become a Class A Member of the Association.

Section 2. Articles of Incorporation and Bylaws. The corporation shall have as its Articles of Incorporation and Bylaws such Articles and Bylaws as are attached hereto as **Exhibit A** and **Exhibit B** respectively. Such exhibits are incorporated herein by reference.

Section 3. Administration. The Development shall be administered by the Association, which, in turn, shall be managed by a Board of Directors elected and constituted as hereinafter provided in this ARTICLE. The Board of Directors shall have general responsibility to administer the Development, approve the annual budget of the Association, provide for the collection of monthly or other assessments from Members, and arrange and direct or contract for the management of the Development, and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefitting and promoting the Development.

Section 4. Board of Directors. During such time as there are Class B voting rights in existence, the Board of Directors shall consist of three (3) or, five (5) Directors as determined by the Board of Directors, from time to time, immediately prior to the Annual Meeting of members at which the Board of Directors is to be elected, a majority of whom (who need not be Lot Owners) shall be elected by the Class B Members of the Association, and the remainder of whom shall be (a) natural person(s) who own(s) (an) Ownership Interest(s) in (a) Lot(s) (other than the Developer, a Builder or Class B Member) elected by the Class A Members of the Association. The members of the Board of Directors elected by the Class B Members need not be Lot Owners and need not own an ownership interest in any Lots. Directors elected by Class A Members must be natural persons and must hold ownership interests in a Lot or Lots. Directors elected by Class A Members must not be the Developer, and must not include any member, manager or employee of the Developer, and may not include those to whom the Developer has assigned all or any portion of the Developer's rights as the Developer, or any officers, employees or members of such assignees.

After Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3) or five (5) natural persons, as determined by the Board of Directors of the Association from time to time, in advance of the Annual Meeting of the members of the Association at which directors are to be elected, who must be owners of ownership interests in Lots. After Class B voting rights have ceased to exist, all members of the Board of Directors shall be elected by the members of the Association. The Directors shall be elected in that manner, and for those terms, specified by the Bylaws, except as hereinabove provided to the contrary.

Section 5. General Powers and Duties of the Association. The Association, for the benefit of all Lot Owners and their lessees, shall provide for, and shall acquire and shall pay out of the Maintenance Fund hereinafter provided for, the following:

a. All maintenance, repairs, replacements, servicing and upkeep for, snow and ice removal for, and maintenance, repair and replacement of and for the Common Areas and Common Elements and any Landscaping Easements (referred to on the Plat as "Landscape Esmts.") and any Private Driveway Easements (referred to on the Plat as "Private Driveway Esmts."), and any Private Landscape and Driveway Easements [as referred to on the Plat as "Private Landscape & Driveway Esmts."] and the Private Driveway located thereon, and improvements thereon, and all lighting systems, irrigation systems, and other improvements of every kind, nature and description whatsoever located thereon, and all components thereof, and any other easements (including drainage easements) which are established for the benefit of the Development and/or the Association by the Plat, with all of same and all improvements located thereon to be "Common Elements" for all purposes; and

b. The establishment of reasonable rules and regulations governing the Common Areas and the Common Elements;

c. Water, sewer, waste removal, electricity and telephone and other necessary utility service for the Common Elements and Common Area;

d. A policy or policies insuring the Association, and its members, and its Board of Directors against any liability to any persons, including Lot Owners or their invitees or tenants, instant to the ownership and/or use of the Common Area or Common Element in such limits as the Association's Board of Directors shall, in its sole and absolute discretion, from time to time, determine appropriate. The annual limits of coverage shall be reviewed at periodic intervals by the Association's Board of Directors. Such insurance shall be payable to the Association in trust for the benefit of the Association and the Lot Owners. The Association shall also obtain Worker's Compensation Insurance to the extent necessary to comply with any applicable laws and statutes of the State of Missouri.

e. Upon ten (10) days notice to the manager or the Association's Board of Directors, and upon the payment of a reasonable fee set by the corporation's Board of Directors, the furnishing to any Lot Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing for such owner.

f. When the Association's Board of Directors, in its sole and absolute discretion, deems it advisable to do so, the retaining of the services of such accountants, attorneys, employees and other persons as the Association's Board of Directors shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties. The designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Elements shall be made by the Association's Board of Directors.

g. The cutting and mowing and weed removal of and for and fertilization of and for, and irrigation of and for, and lighting of and for, and all maintenance, repairs, replacements,

servicing of and for the Common Areas and Common Elements and all Landscaping Easement areas and all Private Landscape and Driveway Easement areas established by the Plat, and providing for the maintaining of all walls, landscaping and improvements within the Common Areas and the Common Elements, and all real estate contained within the Common Areas and Common Elements, and all improvements thereon; and

h. Establishing reasonable rules and regulations governing the Common Area so as to protect the privacy of all Lot Owners, in the use and enjoyment of their Lots;

i. Obtaining, providing and paying for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or other items which the Association is required to secure or pay for pursuant to the terms of this Declaration, or the Association's Bylaws, or by law, or which in the Association's opinion shall be necessary or proper for the maintenance and operation of the Development as a first class development, or for the enforcement of any restrictions set forth in the Declaration.

j. In the discretion of its Board of Directors, providing for the maintenance and repair of any portion of any Lot or of any Building or improvement located on any Lot or of any utility line located inside a Lot, if such maintenance or repair is reasonably necessary, to protect the Association or the Common Elements, or the Development, or any part, portion or aspect of the value of the Property or the Parcel, or any part thereof, or any other portion of a Building or any other Building, or of a Lot, when the Lot Owner or Owners of said Lot have failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of said maintenance or repairs has been delivered by the Association's Board of Directors; provided, however, that no such written notice shall be required in case of an emergency; and provided further, however, that the Board of Directors shall levy a special individual Lot assessment against the Lot and Lot Owners or Owners for the cost of the maintenance or repairs, which shall constitute a lien upon the Lot and its improvements, in addition to the lien hereinafter provided for ordinary assessments;

k. Enforcing those standards for maintenance, repair, replacement and upkeep hereinafter set forth in this Declaration;

l. Enforcing any of the provisions of this Declaration;

m. Enforcing those restrictions hereinafter set forth in this Declaration, including those restrictions on use;

n. Enforcing any provisions dealing with Architectural Control which it is required to enforce in accordance with the following provisions of this Declaration.

o. Providing for all maintenance, repairs, replacements, servicing and upkeep of every kind, nature and description whatsoever of the Common Elements of the Association, including but not limited to, any entryway monument, entryway structure, entryway sign, lighting, electrical systems, irrigation systems, berms, decorations and any other structures or improvements placed in any Common Area or constituting any Common Element;

p. Establishing, and providing for the improvement of, the modification of, the maintenance, repairs, replacement, servicing and upkeep of every kind, nature and description whatsoever of, enhancements of, the Common Elements of the Association, including, but not limited to, the Private Driveway and all landscaping, and other improvements, located within any Common Area;

q. Establishing, building, installing, maintaining, repairing, replacing or modifying drainageways, drainways and drains and drainage structures of every kind, nature and description whatsoever, which are located within Common Areas or which constitute Common Elements, or which are located in Drainage Easements (whether or not publicly held), or which serve several Lots (whether or not located within a Common Area or Easement), including, but not limited to, ditches, creeks, swales and other drainage and drainways of every kind, nature and description whatsoever, and wherever located.

Section 6. Entry Into Lots. The Association, or its agents, or its Directors, may enter any Lot when necessary in connection with any lawn maintenance, or any other maintenance or construction or reconstruction for which the Association is responsible, or which it is authorized or empowered to perform. It, or its agents or directors may likewise enter any Buildings contained on any Lot and any lawn, contained on any Lot, or any improvement contained on any Lot for maintenance, repairs, construction or painting, if same is necessary in connection with any maintenance or construction for which the Association is responsible or which it is authorized to perform. Such entry shall be made with as little inconvenience to the Lot Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund established as hereinafter provided for.

Section 7. Limitation Upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as hereinabove set forth shall be limited in that they shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for the purpose of replacing or restoring portions of the Common Elements, or improvements on Lots destroyed or damaged payable out of the insurance proceeds actually received, subject to all of the provisions of the Declaration) having a total cost in excess of Ten Thousand Dollars ($10,000.00), nor shall the Association or its Board of Directors authorize any structural alterations, capital additions to, or capital improvements to the Common Elements requiring an expenditure in excess of Ten Thousand Dollars ($10,000.00), without in each case obtaining the prior approval of a majority of the Class A Members and of the Class B Members and obtaining the written approval or waiver of any mortgagee holding any deed of trust on at least three (3) Lots, provided any such mortgagee notifies the Association's Board of Directors of its ownership and desire to have the right to so approve.

Section 8. Rules and Regulations. A majority of the Association's Board of Directors may adopt and amend administrative rules and regulations and such reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Common Elements and Common Areas, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of Buildings located on the Lots, and for the general appearance of the Development.

Section 9. Active Business. Nothing hereinabove contained shall be construed to give the Association or its Board of Directors authority to conduct an active business for profit on behalf of the Unit Owners or any of them.

ARTICLE VI
MAINTENANCE FUND

The Developer, for each Lot contained within the Parcel hereby covenants, and each Lot Owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree, to contribute and/or pay to the Association assessments determined in accordance with the following provisions of this ARTICLE VI.

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Lot contained within the Property, on behalf of the Developer and for all present and future Owners of each such Lot, hereby agrees, and each Owner of each Lot within the Property by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, or other conveyance, shall be deemed to covenant and agree to pay to the Association, or the duly authorized officers, representatives or agents of the Association: (1) the Initial Assessment hereinafter described; and (2) Annual Assessments and charges hereinafter described; (3) special assessments for capital improvements hereinafter described; (4) special assessments for tax bills or public improvements hereinafter described; (5) any special assessments hereinafter described; (6) those special assessments for contingencies and shortages hereinafter described; (7) those special assessments for replacement or non-periodic maintenance hereinafter described; (8) those special Lot assessments hereinafter described; (9) all other assessments and charges and levies provided for by this Declaration; and (10) those special assessments levied by way of, or other imposition levied in accordance with Section 29 of ARTICLE XI of this Declaration; (11) any and all other special assessments and charges of any kind or nature whatsoever provided for by this Declaration. All such sums and assessments shall be fixed, established and collected from time to time as provided in this Declaration. All such Initial Assessments, Annual Assessments and special assessments, and other sums and assessments, together with interest thereon and costs of collection thereof as may be hereinafter provided for, shall be a charge on the Lots, and each of the Lots, and shall be a continuing lien upon the Lot and each of the Lots against which each such assessment or charge is made. Each such assessment or charge shall also be the joint and several personal obligation of the person or persons who were the Owners of the Lot at the time when the assessment fell due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall constitute a Maintenance Fund, and shall be used exclusively by the Association to discharge its duties and obligations as provided for by the Declaration, and for the purpose of promoting the recreation, health, safety and welfare of the Lot Owners and residents of the Development, and in particular for the enforcement of these covenants and all terms hereof, and all restrictions set forth in this Declaration and for the improvement, maintenance and beautification of, and the providing of maintenance, repairs, services and facilities for, the Common Area and Common Elements, and the services and the facilities related to the use and enjoyment of the Common Area and Common Elements, and of any improvements situated upon the Common Area and of Common Elements, and

to discharge such other duties and obligations as shall be conferred upon the Association by the terms and conditions of this Declaration, including but not limited to the payment of taxes and insurance on the Common Area and Common Elements, repairs to, maintenance of, replacement of and additions to the Common Area and Common Elements, and for the cost of labor, equipment, materials, management and supervision required for the Common Area and Common Elements and for performance by the Association of its duties hereunder.

Section 3. Maintenance Fund. The Initial Assessments, Annual Assessments or charges, and special assessments established and collected under the terms of this ARTICLE shall constitute a fund to be known as the "Maintenance Fund".

Section 4. Initial Assessment and Annual Assessment:

A. Initial Assessment. At the time of the conveyance of each Lot within the Development by the Developer or any of the Developer's assignees of the Developer's rights, or any other Class B Member, or a Builder to a Lot Owner other than the Developer, the Developer's assignees of the Developer's Rights, or any other Class B Member of the Association or a Builder, the conveying party (i.e. the Developer, Class B Member, Developer's assignee or the Builder) shall collect from the new Lot Owner an Initial Assessment, to be immediately remitted to the Association, in the sum of _____Dollars ($____.00) for such Lot. In other words, each Lot Owner other than the Developer, the Developer's assignees, a Class B Member of the Association or a Builder, at the time of acquisition of his, her, its or their Lot shall be required to pay an Initial Assessment of _____ Dollars ($____.00), which shall be immediately remitted to the Association by the collecting party and shall be the Initial Assessment for such Lot.

Such Initial Assessment shall be a one time assessment, and shall be paid only at the time provided for the payment of such Assessments, by the above provisions of this subsection A. No Lot owned by the Developer, any other Class B Member, an assignee of the Developer's Rights as the Developer, or a Builder, shall be subject to an Initial Assessment. If a Lot is conveyed by the Developer, a Class B Member, an assignee of the Developer or a Builder, to a person other than the Developer, a Builder, another Class B Member or a Developer's assignee, and the Lot thereby becomes subject to the Initial Assessment, then the grantor of such conveyance shall, at the time of such conveyance, be required to collect the Initial Assessment (made payable to the Association) and to immediately remit such Assessment to the Association, and shall, with the new Lot Owner, be, jointly and severally, personally responsible for paying such Initial Assessment if such conveying party fails to collect such Initial Assessment from the grantee.

B. Annual Assessment. Each Lot shall first become subject to an Annual Assessment on January 1 of that calendar year which next begins following the date when such Lot is subjected to the Initial Assessment pursuant to subsection A above. Even if a Lot is subject to Initial Assessment in December of a calendar year, such Lot shall, nevertheless, be subject to the Annual Assessment for the next immediately succeeding calendar year, as of January 1 of such next succeeding calendar year. The first Annual Assessment shall become effective January 1, 2005 and shall be in the sum of _____ Dollars ($____.00) for calendar year 2005. On January 1, 2005, each Lot then owned by someone other than a Class B Member, the Developer, a Builder or one of the Developer's assignees, shall be subject to Annual Assessment for calendar year 2005,

in the sum of _____ Dollars ($_____.00). Such Annual Assessment shall be due and owing on January 1, 2005, and must be paid to the Association within thirty (30) days of such date, or as otherwise determined by the Board. Once Lots are subject to Initial Assessment, such Lots shall be perpetually subject to Annual Assessments, and shall be, as of January 1 of the calendar year which next begins after the Lot becomes subject to the Initial Assessment, and as of January 1 of each calendar year thereafter, in perpetuity, be subject to Annual Assessments. No Lot owned by the Developer, or another Class B Member, or a Builder or the Developer's assignee shall be subject to Annual Assessment. However, if a Lot owned by the Developer, another Class B Member, an assignee of the Developer or a Builder and it is held for rental or lease purposes, or is rented or leased, or is occupied as a residence or used as a residence, then such Lot shall, immediately, as of the date it is made available for rental or lease purposes, or is occupied or used as a residence, become subject to the Initial Assessment pursuant to subsection A above, and thereafter, as of January 1 of the next succeeding calendar year and each subsequent calendar year, be subject to Annual Assessments pursuant to this subsection B.

On or before December 31, 2006, and on or before December 31 of each subsequent calendar year, the Board of Directors of the Association shall meet and shall estimate the total amount necessary to pay the cost of wages, materials, insurance, repairs, services, supplies and any other work and services which will be required prior to December 31 of the next calendar year, for the rendering of all services and the performance of all powers and duties of the Association, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, as soon as practicable, notify each Lot Owner in writing as to the amount of such estimate with reasonable itemization thereof. Said "Estimated Cash Requirement" shall become the Annual Assessment for the coming calendar year, and shall be equally assessed to the Lot Owners of those Lots owned by persons other than the Developer, Builders, the Developer's assignees or other Class B Members, as of January 1 of the next calendar year. Such Annual Assessment shall be equally apportioned among all Lots owned by persons other than the Developer, other Class B Members, Builders, and the Developer's assignees; provided, however, that no Lot which is held for rental or lease purposes, or which is used for residential purposes, or to which a Class A membership has attached, shall be exempt from such assessments. The Owners of all Lots subject to such assessments shall be obligated to pay to the Association, each year, an equal share of the Estimated Cash Requirement determined in accordance with this Section 4, it being understood that the Annual Assessment for each Lot will be a sum determined by dividing the Estimated Cash Requirement of the Association, as determined by the Association's Board of Directors for each calendar year, by the total number of Lots within the Development which are subject to assessment at the beginning of such year. A Lot (and the Owners thereof) shall become subject to the Annual Assessment on the first day of the calendar year which next begins following the date of its conveyance to a Lot Owner other than the Developer, the Developer's assignee, another Class B Member, or a Builder, and shall be subject to assessment for such year and all subsequent years. Lots shall be subject to Annual Assessment once they have been conveyed to a person other than the Developer, another Class B Member, a Builder or an assignee of the Developer's rights, and shall thereafter remain subject to Annual Assessments, even though the Lots may be vacant or unoccupied. Any Lot which has been leased or rented, or made available for lease or rental, or occupied as a residence shall also be permanently subject to Annual Assessments, even though the residence thereon may be unoccupied.

A Lot shall not be subject to both an Initial Assessment and an Annual Assessment in any calendar year. If a Lot is subject to an Initial Assessment in a calendar year than it shall be subject to its first Annual Assessment on January 1 of the next immediately succeeding calendar year. For example, if a Lot is acquired in December of a year, it shall be subject to Initial Assessment in December of such year and shall become subject to Annual Assessments on January 1 of the immediately following calendar year, even though a period of less than one (1) month shall have expired between the due date for the Initial Assessment and the due date for the Annual Assessment.

Section 5. Contingencies and Shortages. The Board of Directors shall build up and maintain such reasonable reserves for contingencies and replacements as the Board of Directors, in its sole and absolute discretion, shall from time to time deem appropriate. Extraordinary expenditures and replacements, not originally included in the annual "Estimated Cash Requirement" hereinabove described in Section 4, which may become necessary during the year, shall be charged first against such reserve. If the "Estimated Cash Requirement" established pursuant to Section 4 proves inadequate for any reason, then the sum of the deficiency (or the sum by which the Estimated Cash Requirement is inadequate) shall be shared equally by the Lot Owners of all Lots, subject to Annual Assessments as of the date the shortage is incurred, and all Lots to which Class A memberships have previously attached, whether or not then subject to Annual Assessments, and each Lot Owner's share of the deficiency shall constitute a special assessment against such Lot Owner and his Lot.

Section 6. Failure to Agree. In the event the Board of Directors fails to set an Annual Assessment for any calendar year, then the Annual Assessment for all Lots subject to assessment for such year shall be the greater of the sum of the annual assessment in effect for the prior calendar year, or the sum of_____ Dollars ($_____0.00) per Lot.

Section 7. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a special assessment against all Lots, as determined by the Board, which are subject to assessment as of the end of such year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a capital improvement upon the Common Area or Common Element, or otherwise determined to be for the mutual or common benefit of all Lot Owners or the Development, and any necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

Section 8. Special Lot Assessment. If a Lot Owner fails to satisfy any maintenance obligations imposed upon him by this Declaration, by providing for the maintenance, repairs and replacements of the improvements, lawns and landscaping located within the boundary lines of his Lot, as required by this Declaration, and if the Association's Board of Directors, in its sole and absolute discretion, deems the performance of such maintenance, repair or replacement to be necessary to protect the Association, or the Common Elements, or any Lot or any portion of a Building located within any Lot, or any of the values of all or any part of the Property, and if the Lot Owner has failed or refused to perform said maintenance, repair or replacement within a reasonable

time after written notice of the necessity for same has been delivered by the Association's Board of Directors (provided, however, that no such written notice shall be required in the case of an emergency), then the Association's Board of Directors shall be permitted (but shall not be required) to cause the maintenance, repair or replacement to be performed (including, but not limited to, grass cutting or irrigation or trimming or edging or weed control, irrigation, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair or replacement); provided, however, that the costs of same shall be charged to the Lot Owner obligated for the performance of such maintenance, repair or replacement, and that such cost shall become a Special Assessment against such Lot which shall be due and owing by the Lot Owner in time to permit timely payment of the costs of the work. Special Assessments ("Special Lot Assessments") provided for by this Section 8 shall be added to, and become a part of the assessments to which the Lot is subject, and shall constitute a lien upon the Lot, and shall be enforceable in that manner provided for in this ARTICLE VI.

Section 9. Special Tax Bills for Public Improvements/Common Improvements. The Association shall pay any special tax bill or benefit assessment of any public body for any public improvement which abuts or runs along any of the Common Area, or the cost of any public improvement or of any improvement, which, in the reasonable discretion of the Association's Board, is found to benefit the entire Development, or a very substantial number of the Lots, as opposed to Lot Owners of only specific Lots, or to benefit the Common Areas or Common Elements. The entire cost of any such tax bill or assessment or all such cost of any such improvement shall, automatically, become a Special Assessment against all Lots, and shall be equally divided among the Lots. The entire sum of such Special Assessments shall be used by the Association to pay the assessment or tax bill levied by the public body or authority or the costs of such improvement. Such Special Assessment shall be due and owing by each Lot Owner in time to permit timely payment of the tax bill or assessment or cost. Special Assessments provided for by this Section 9 shall be enforceable in that manner hereinafter provided for in this ARTICLE VI for enforcement of all assessments. Special Assessments provided for by this Section 9 shall attach to all Lots, whether owned by Class A or Class B Members or other members, or Builders.

Section 10. Special Assessment for Replacement or Non-periodic Maintenance. In the event a necessity for a replacement of or for any capital improvement located within a Common Area, or any portion of the Common Elements, should occur, and in the further event the sum of the Annual Assessments then on hand shall be insufficient to cover the costs of such repair or replacement, together with the sum of other costs to be paid therefrom, or shall not have established a sufficient reserve for such repair or replacement (a requirement that such reserve be established, although possibly advisable, shall not be implied herefrom), then the entire sum of the costs of such repair or replacement, or of any non-periodic maintenance or repair of any kind or nature whatsoever shall be apportioned equally among all of the Lots then subject to Annual Assessments, and that portion of such costs apportioned to each such Lot shall constitute a special assessment against each such Lot. Such Special Assessment shall be used by the Association to pay the costs of such repair, replacement or non-periodic maintenance or repair, and shall be due and owing by each Lot Owner, upon demand by the Association's Board of Directors, in time to permit timely payment of the costs of such replacement, maintenance or repair. Special Assessments provided for in this Section 10 shall be enforceable in that manner hereinafter provided for in this ARTICLE VI for the enforcement

of all assessments. The sum of such Special Assessment shall be established by the Association's Board of Directors in its sole, absolute, unmitigated and unencumbered discretion.

Section 11. Uniform Rate of Assessment. In all cases, the rates of those assessments hereinabove provided for by this ARTICLE VI must be fixed at a uniform rate for all Lots subject to assessment, with the exception of those "Special Lot Assessments", described above.

Section 12. Alteration of Number of Lots. It is understood that the Developer reserves the right to amend the Plat by changing the number of Lots, by subdividing Lots, and by changing the boundary lines of Lots. Any Lots owned by the Association shall be considered a Common Area or a Common Element, and not a Lot, and shall not be subject to assessment.

Section 13. Shortages. In the event the Annual Assessments to be paid to the Association shall, in any year, be insufficient to enable the Association and its Board of Directors to perform the Association's duties and obligations under this Declaration, then the excess of the costs incurred by the Association in performing its duties and obligations, over and above the sum of the Annual Assessments paid to the Association in such calendar year, shall constitute a special assessment against all Lots subject to assessment at the end of such calendar year. Such special assessment shall be equally apportioned among all such Lots, then subject to assessment, and the amount of such assessment apportioned as to each such Lot shall be payable at such time or times as the Association's Board of Directors, in its discretion, shall specify. Such assessments shall bear interest, and shall be enforceable in the manner provided for the enforcement of assessments by this ARTICLE VI, and shall constitute a lien against all Lots in the manner provided for other assessments by this ARTICLE VI.

Section 14. Enforcement of Assessments. All assessments provided for by this ARTICLE VI shall be delinquent if not paid within fifteen (15) days of the due date thereof. Each such assessment (or any installment thereon) not paid within fifteen (15) days of the due date thereof, shall bear interest from the date when due until the date when paid, at a rate equal to the greater of:

- Ten percent (10%) per annum; or

- A rate one percent (1%) above the Prime Interest Rate from time to time in effect.

All references herein to the "Prime Interest Rate" shall mean a rate of interest equal to the "Prime Rate" as set forth in the Money Rates section of the Wall Street Journal during the time in which an Assessment is delinquent. Interest shall accrue until the Assessment is paid. The Prime Rate of Interest shall change as often as the Prime Rate changes in the Money Rates section of the Wall Street Journal. Such Assessment and accrued interest thereon, and all costs of collection incurred by the Association in seeking to enforce payment of an Assessment (including but not limited to attorneys fees), shall be due and payable by the Lot Owner to the Association, and the Association may collect such Assessments (and all subsequent Assessments). All costs of collection of Assessments, including reasonable attorneys fees, shall be added to and shall constitute a part of such Assessments and shall be chargeable and collectable as a part of the Assessments. The Board of Directors of the Association may enforce Assessments as follows:

(1) All Assessments provided for by this Declaration shall constitute the personal obligations of the Lot Owners who own those Lots which are charged with said Assessment. If more than one person owns a Lot, then such obligation shall be the joint and several obligation of all such persons who own said Lot. In addition, such Assessment shall constitute a lien against a Lot Owners' Lot and all improvements located thereon, including any Residence located thereon, if not paid in a timely manner.

(2) In addition to any lien arising from an unpaid Assessment (and the accumulated and accrued interest thereon), all costs incurred by the Association in collecting said Assessment from said Lot Owner(s), including the Association's attorneys fees, court cost, and other litigation expenses, shall be added to and shall likewise constitute a part of the Assessment which constitutes a lien against said Lot. Said costs of collection also shall be chargeable to and collectible personally from any Lot Owner who fails to pay same in a timely manner.

(3) The Association, acting through its Board of Directors, may collect said Assessment by a lawsuit against the Lot Owner(s). Alternatively, or in addition, the Association may foreclose its lien against the Lot which is charged with the Assessment lien, and recover as a part of such action all interest, costs, and attorneys fees of such foreclosure action or such lawsuit, or both.

(4) No Lot Owner may waive or otherwise avoid liability for the Assessments provided for in this Declaration because of the non-use of a Lot or the non-use of the Common Area. Ownership of a Lot shall be all that is necessary to become liable for the payment of an Assessment under this Declaration.

(5) The lien to secure the payment of an Assessment shall be in favor of the Association and the Board of Directors of the Association shall have the discretion as to whether or not to enforce said lien, and as to the manner of such enforcement.

(6) Any lien against a Lot may be foreclosed upon in the same manner as a mortgage against real property, and pursuant to the procedures and requirements of Section 443.190 through 443.235 of the Revised Statutes of Missouri (including any substitute or successor statute). Any lien against a Lot may be foreclosed in like manner as a mortgage or deed of trust of real property (with full power of sale) as provided in Sections 443.190 through 443.235 of the Revised Statutes of Missouri and any amendatory or successor statutes thereto. If any such foreclosure does not result in full payment of the Assessment, then the Lot Owner shall remain obligated for the deficiency, together with interest thereon as described above and costs of collection thereof, including attorneys fees.

(7) The Association may elect to refrain from foreclosing upon any Assessment lien, and instead may bring suit against the Lot Owner(s) for the collection of same without waiving or affecting the Association's right to assert said lien against the Lot and without affecting the priority, status, or enforceability of said lien.

(8) The Association shall not be deemed to have waived any right to collect an Assessment by proceeding in a particular manner, i.e., the election by the Association to collect an

unpaid Assessment by foreclosing on the Assessment lien which attaches to a Lot shall not preclude the Association from thereafter filing suit against the Lot Owner(s) to enforce said lien, or vice versa.

Section 15. Notice and Priority of Lien in Favor of Association. The lien which secures payment of an unpaid Assessment or Assessments described in this Declaration shall have such priority as is accorded to said lien based on the date when the Association records notice of said lien in the office of the Recorder of Deeds of Boone County, Missouri. The lien in favor of the Association shall be inferior to any mortgage or deed of trust placed of record against a Lot prior to the date of recordation of such lien notice in the office of the Recorder of Deeds of Boone County. The lien in favor of the Association shall arise and constitute a lien against a Lot from and after the date of such recordation. The Association may record such lien notice in the office of the of Deeds of Boone County, Missouri, at any time subsequent to the date when an Assessment becomes delinquent. No prior written notice to a Owner shall be required to be given by the Association before the recordation of such notice in the office of the Recorder of Deeds of Boone County, Missouri. A notice of lien recorded by the Association in substantially the following form shall be all that is required in order to give notice to the public and to any other person interested in the Lot as to the existence of the Association's lien against the Lot in question, to wit:

"Notice of Lien in Favor of Highland Circle Homes Association"

Take notice that Highland Circle Homes Association (the "Association"), is entitled to a lien to secure the payment of one or more unpaid and delinquent Assessments against the following real property located in Highland Circle Subdivision, a subdivision in Boone County, Missouri, to-wit:

[HERE INSERT LEGAL DESCRIPTION OF LOT TO WHICH LIEN ATTACHES.]

The lien to which the Association is entitled exists to secure payment of one or more Assessments under the "Declaration of Covenants, Easements, and Restrictions of Highland Circle", a subdivision of Boone County, Missouri, dated the _____ day of _____, 2003, and filed for record in Book ____ at Page _____ of the Boone County Records, as amended ("the Declaration"). The approximate amount of the Assessment which remains unpaid (and therefore the amount of the lien in favor of the Association) is $_____. However, the amount of this lien will increase by the amount of accrued interest in any costs incurred by the Association in enforcing this lien against the above-referenced property or in collecting said Assessment, including the Association's attorneys fees, all as set forth in the Declaration.

If further information is required concerning this lien or this notice, please contact [HERE INSERT NAME, ADDRESS, AND TELEPHONE NUMBER OF PRESIDENT OF ASSOCIATION].

IN WITNESS WHEREOF, Highland Circle Homes Association has caused this notice to be executed by its President as its duly authorized officer on this _____ day of _____, 20___.

HIGHLAND CIRCLE HOMES ASSOCIATION

By: _____
President

State of Missouri)
)ss.
County of _____)

On this _____ day of _____, 20___, personally appeared before me _____, who, upon his/her oath and being duly sworn did state and affirm that he/she is the President of Highland Circle Homes Association, that the facts set forth above are true to the best of his/her knowledge and belief, and that this notice has been executed on behalf of Highland Circle Homes Association, pursuant to the authority vested in the above-named officer of said Association by the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in _____, the day and year first above written.

_____
_____, Notary Public
_____ County, State of Missouri
My commission expires:_____.

Section 16. Release of Assessment Liens. Any Assessment lien in favor of the Association, upon the payment thereof may be released by the Association. In this regard, any document executed by the President of the Association (or by the Vice President of the Association, in the absence of the President) and acting pursuant to the authority vested in them by the Board of Directors of the Association, shall be valid and binding upon the Association. Any lien recorded by the Association may be released by the President (or Vice President, in the President's absence) of the Association by executing and recording a release of lien form in substantially as follows:

"Release of Lien in Favor of
Highland Circle Homes Association"

Take notice that the Assessment lien in favor of Highland Circle Homes Association (the "Association") which was the subject of a notice recorded in the office of the Recorder of Deeds of Boone County, Missouri on _____ (date) in Book _____ at Page _____ of the records of Boone County, Missouri, has been paid in full, satisfied, and is hereby released. This release applies to said notice of

lien dated and recorded as set forth above only, and to no other lien in favor of the Association.

IN WITNESS WHEREOF, the Association, acting by and through its duly authorized officer, has executed this release of lien on this _____ day of _____, 20___.

HIGHLAND CIRCLE HOMES ASSOCIATION

By: _____
President

State of Missouri)
)ss.
County of _____)

On this _____ day of _____, 20___, personally appeared before me _____, who, upon his/her oath and being duly sworn did state and affirm that he/she is the President of Highland Circle Homes Association, that the facts set forth above are true to the best of his/her knowledge and belief, and that this notice has been executed on behalf of Highland Circle Homes Association, pursuant to the authority vested in the above-named officer of said Association by the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in _____, the day and year first above written.

_____
_____, Notary Public
_____ County, State of Missouri
My commission expires:_____.

Section 17. Relation of Assessment Lien to Other Liens and Encumbrances. An Assessment lien in favor of the Association shall be subordinate to the lien of any mortgage or deed of trust which is placed against any Lot and filed of record in the office of the Reorder of Deeds of Boone County, Missouri, at any time prior to the effective date of the Assessment lien. Said Assessment lien shall be superior to the lien of any mortgage or deed of trust filed of record against any Lot subsequent to the date of the recordation of notice of such Assessment lien by the Association. Furthermore:

(1) If a mortgage or deed of trust which is superior in priority to an Assessment lien is foreclosed upon, then such foreclosure sale shall pass title to the Lot free from the lien attributable to the Assessment lien. Lot Owner(s)' personal obligation to pay in full any and all Assessments due and payable at any time prior to the date of such foreclosures sale. Any purchaser of the Lot at such foreclosure sale shall acquire title to said Lot free of the Assessment lien which was inferior in priority to the lien of said deed of the trust or mortgage foreclosed upon. However, any Assessments due from and after the date of such foreclosure sale shall be payable by said

purchaser in the same manner as any other Lot Owner in the Development, and any purchaser at any such foreclosure sale shall acquire title to said Lot subject to the terms and conditions of this Declaration.

(2) If any deed of trust or mortgage which is inferior to an Assessment lien is foreclosed upon, then any sale of the Lot at such foreclosure sale shall be subject to the Assessment lien which has not been paid and such lien shall remain an encumbrance on said Lot until said Assessment lien is paid in full.

Section 18. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area and Elements; (c) the streets and roads; (d) all property to which a Class A membership has not attached; (e) all property owned by the Developer or a Class B member, or a Builder or the Developer's assignee, until sold, rented, leased or occupied as a residence; provided, however, that no property used or held for residential purposes shall be exempt from assessment.

Section 19. Exemption of Lot 5. [**Here insert any specific provisions dealing with limitation of assessments on Lot 5 in view of fact that Lot 5 is not served by Common Driveway, if Justin wants to exempt Lot 5 from all or part of the assessments. We need to inquire of Justin about this matter and need to discuss same with him.**]

ARTICLE VII
ARCHITECTURAL CONTROL

So long as Class B voting rights are in existence, and for so long thereafter as the Developer or the Developer's assignees of any of the Developer's rights as Developer hereunder owns any Lot then contained within the Development, no Building, house, dwelling, residence, ancillary building, fence, wall, driveway, parking area, sidewalk, walkway, or other structure or improvement shall be commenced, erected or maintained within any Lot or within the Common Area, other than those placed thereon by the Developer, or the Developer's assignees, and those, the plans of which have been approved by the Developer or the Developer's assignees, and so long as Class B voting rights exist, and for so long thereafter as the Developer or the Developer's assignees of the Developer's rights as Developer hereunder own any Lot then contained within the Development, no exterior addition to, or change to or alteration of (including, but not limited to, changes in materials, or changes in exterior surfaces, or changes in color) any Building, house, dwelling, residence, ancillary building, driveway, parking area, sidewalk, walkway, fence, wall structure or improvement shall be made until the plans and specifications showing the nature, kind, color, shape, height, materials and the location of same, and all lawns, lawn covering and grasses and landscaping therefor, shall have been submitted to and approved in writing as to harmony of external design and location and relation to surrounding structures and topography by the Developer or the Developer's assignees of the Developer's rights as Developer hereunder. All Architectural Control Powers shall be vested in the Developer and the Developer's assignees of the Developer's rights as Developer until Class B voting rights have terminated, and until, thereafter, the Developer and such assignees cease to own any Lot then contained within the Development, whether or not Class B voting rights are then in existence. After the Developer's Architectural Control Powers have terminated in accordance with the above

provisions of this ARTICLE VII, and, from that point forward (and thereafter) no Building, house, dwelling, residence, ancillary building, fence, wall or other structure or driveway, sidewalk, walkway, or any improvement shall be commenced or erected within any Lot or within the Common Area, and no exterior addition to or change to (including, but not limited to, changes of building materials, materials, surfaces or color) or alteration shall be made on any structure, driveway, sidewalk, walkway, fence, wall, Building, house, dwelling, residence, ancillary building or improvement located within a Lot or within the Common Area or any Common Element until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same, and the lawns, lawn cover and landscaping therefor, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of two (2) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this ARTICLE will be deemed to have been fully complied with. In no event shall the Board of Directors of the Association, or its Architectural Control Committee approve any exterior addition to, or change to or alteration on any structure or Building or improvement located within a Lot, or within the Common Areas, or the erection of any structure or improvement within the Lots or the Common Areas unless same is deemed to be in the best interest of the Association and the Development, and is deemed to be in harmony as to external design and location in relation to surrounding structures and topography, and is deemed to be of the same quality as the then existing structures located within the Lots. As hereinabove indicated, so long as Class B voting rights exists, and for so long thereafter as the Developer owns any Lot then located within the Development, no Building, house, dwelling, residence, ancillary building, fence, wall, driveway or other structure or improvement shall be commenced, erected or maintained within a Lot or within the Common Areas, and no changes shall be made with respect to any such Building, house, dwelling, residence, ancillary building, fence, driveway, wall or other improvement or structure, other than those placed thereon, by the Developer or his assignees, and those, the plans and specifications for which have been previously approved by the Developer. THE DEVELOPER'S RIGHT TO APPROVE PLANS AND SPECIFICATIONS SHALL BE ABSOLUTE. NO REQUIREMENT THAT THE DEVELOPER BE REASONABLE IN APPROVING, OR IN REFUSING TO APPROVE, PLANS OR SPECIFICATIONS SHALL BE DEEMED TO BE EXPRESSED OR IMPLIED. THE DEVELOPER, IN APPROVING SUCH PLANS AND SPECIFICATIONS, SHALL APPROVE SAME ONLY IF THE DEVELOPER, IN THE DEVELOPER'S SOLE, ABSOLUTE AND UNMITIGATED DISCRETION DEEMS SAME TO BE IN THE BEST INTEREST OF THE DEVELOPMENT, AND ONLY IF THE DEVELOPER, IN THE DEVELOPER'S SOLE, ABSOLUTE AND UNMITIGATED AND UNLIMITED DISCRETION FINDS THAT THE PLANS AND SPECIFICATIONS SHOW A STRUCTURE (AND EXTERIOR FINISHING AND COLOR THEREFOR, AND A LOCATION THEREFOR), WHICH WOULD BE IN HARMONY WITH RESPECT TO SURROUNDING STRUCTURES AND TOPOGRAPHY, AND WHICH WOULD BE IN KEEPING WITH THE DEVELOPER'S PLANS AND THEME (IF ANY) FOR THE DEVELOPMENT. THE DEVELOPER SHALL HAVE THE RIGHT TO REFUSE TO APPROVE PLANS, DRAWINGS OR SPECIFICATIONS FOR ANY PROPOSED DWELLING, BUILDING, STRUCTURE OR IMPROVEMENT, OR ALTERATION OR CHANGE, WHICH THE DEVELOPER, IN THE DEVELOPER'S SOLE, ABSOLUTE AND UNMITIGATED DISCRETION FINDS NOT TO BE ATTRACTIVE, OR NOT

TO BE OF HIGH QUALITY, OR NOT TO BE IN KEEPING WITH SURROUNDING STRUCTURES AND TOPOGRAPHY, OR NOT TO BE COMPATIBLE WITH THE EXISTING AND PLANNED STRUCTURES AND DEVELOPMENT WITHIN THE DEVELOPMENT, OR NOT TO BE IN KEEPING WITH THE DEVELOPER'S THEME FOR THE DEVELOPMENT, OR WHICH THE DEVELOPER, IN THE DEVELOPER'S SOLE, ABSOLUTE, UNLIMITED AND UNMITIGATED DISCRETION FINDS WOULD NOT BE IN KEEPING WITH, OR WOULD DETRACT FROM, THE GENERAL CHARACTER OF THE DEVELOPMENT FOR ANY REASON. CERTAIN DEVELOPMENT STANDARDS ARE ESTABLISHED BY SECTION 1 AND THE FOLLOWING SECTIONS OF THIS ARTICLE VII. EVEN THOUGH PLANS AND SPECIFICATIONS PRESENTED TO THE DEVELOPER COMPLY WITH SECTION 1 AND THE FOLLOWING SECTIONS OF THIS ARTICLE VII, THE DEVELOPER MAY, NEVERTHELESS, IN THE DEVELOPER'S SOLE, ABSOLUTE, UNLIMITED, UNMITIGATED AND UNFETTERED DISCRETION (FOR ANY REASON THE DEVELOPER FINDS TO BE APPROPRIATE, WHETHER REASONABLE OR UNREASONABLE AND WHETHER WITH OR WITHOUT CAUSE) REFUSE TO APPROVE THE PLANS AND SPECIFICATIONS. THE DEVELOPER, IN APPROVING PLANS AND SPECIFICATIONS, ACTS ONLY FOR THE DEVELOPER'S BENEFIT AS THE DEVELOPER AND FOR NO OTHER PERSON'S BENEFIT.

All plans and specifications required to be submitted to the Developer or the Association's Board of Directors or its Architectural Control Committee shall be submitted in duplicate. All such plans and specifications shall show the nature, kind, shape, height and exterior building materials of and for the Building, house, dwelling, residence, ancillary building, structure or improvement (including material types, kinds, specifications and colors for the roof, exterior walls and all other exterior surfaces), and the location of same on the Lot [i.e. a house on Lot Plot Plan, drawn to scale] and the front, side and rear elevations of any Building and the floor plan of any Building. The Developer or the Board of Directors, as the case may be, shall be entitled to retain one (1) complete copy of the plans and specifications following approval, so as to enable the Developer, or the Association's Board of Directors, or its Architectural Control Committee, to monitor compliance with the plans and specifications approved by it. Determinations of the Developer shall be made by the Developer, in the Developer's sole, absolute, unlimited and unmitigated discretion, and no requirements of reasonableness shall be deemed to be expressed or implied. All determinations made by the Developer shall be binding and absolute. The Developer shall be and is hereby excused from any liability or responsibility to anyone, under any circumstances whatsoever, for any determinations made by the Developer with respect to approval of, or failure to approve, any plans, drawings or specifications submitted for approval. All rights of the Developer exercised by the Developer pursuant to this ARTICLE, are exercised for the Developer's benefit alone, and are exercised by the Developer solely in the Developer's capacity as the Developer and for the Developer's benefit, and shall not be deemed to be exercised by the Developer for the benefit of the Owners of any of the Lots. If the Developer approves plans, drawings, and specifications, then the Developer shall have no liability or responsibility of any kind or nature whatsoever to the Owners of any other Lots with respect to plans, drawings and specifications so approved by the Developer. The Developer exercises the Developer's rights of Architectural Control solely for the Developer's benefit as a Developer, and not for the benefit of anyone else. The above provisions of this ARTICLE VII notwithstanding, all Architectural Control decisions made by the Board of the Association or its Architectural Control Committee must be sound and reasonable, and must not be arbitrary or capricious, and must have a sound basis in fact. If the Board or such committee rejects

plans or specifications, reasonable grounds for such rejection must exist. In the event the Developer or the Board of Directors of the Association, or its Architectural Control Committee, or its designee, fails to approve or disapprove any plans, drawings or specifications submitted to it within thirty (30) days after such plans, drawings or specifications have been submitted to it, or in any event if no suit to enjoin the construction (or to require removal of same) of a substantial Building, or of a substantial addition thereto, has been commenced prior to or within one (1) year following completion thereof, then approval of the Developer, or the Board of Directors of the Association, or its Architectural Control Committee will not be required.

THE BUILDER, LOT OWNER OR OTHER PERSON WHO HAS SOUGHT OR WHO SEEKS APPROVAL OF PLANS AND SPECIFICATIONS PURSUANT TO THESE ARCHITECTURAL CONTROL PROVISIONS SHALL HAVE THE BURDEN OF PROOF TO PROVE THAT TWO COPIES OF THE PLANS AND SPECIFICATIONS WERE SUBMITTED TO THE DEVELOPER OR THE BOARD OF DIRECTORS OF THE ASSOCIATION OR ITS ARCHITECTURAL CONTROL COMMITTEE, AS THE CASE MAY BE. DOCUMENTARY PROOF SHALL BE REQUIRED. SUCH DOCUMENTARY PROOF SHALL CONSIST EITHER OF:

A. A RECEIPT SIGNED IN THE NAME OF THE DEVELOPER BY THE DEVELOPER OR THE DEVELOPER'S MANAGER, MR JUSTIN M. PERRY, OR HIS SUCCESSOR AS MANAGER OF THE DEVELOPER (IF THE DEVELOPER THEN HOLDS ARCHITECTURAL CONTROL POWERS), OR BY AN OFFICER OF THE ASSOCIATION'S BOARD OF DIRECTORS OR A MEMBER OF ITS ARCHITECTURAL CONTROL COMMITTEE (IF THE BOARD OF DIRECTORS THEN HOLDS THE ARCHITECTURAL CONTROL POWERS); OR

B. A CERTIFIED MAIL OR REGISTERED MAIL RECEIPT ISSUED BY THE UNITED STATES POSTAL DEPARTMENT EVIDENCING THE FACT THAT THE PLANS AND SPECIFICATIONS WERE PLACED IN THE UNITED STATES MAIL, IN A CORRECTLY ADDRESSED AND STAMPED ENVELOPE, WITH CORRECT POSTAGE AFFIXED THERETO, ADDRESSED TO THE DEVELOPER (IF THE DEVELOPER HOLDS THE ARCHITECTURAL CONTROL POWERS) AS FOLLOWS:

MUIR DESIGN GROUP, LLC
ATTN: MR. JUSTIN M. PERRY, ITS MANAGER
1 Business Loop 70 East
COLUMBIA, MO 65203

OR THE THEN PRESIDENT OF THE ASSOCIATION'S BOARD OF DIRECTORS IF THE BOARD OF DIRECTORS HOLDS THE ARCHITECTURAL CONTROL POWERS.

THE THIRTY (30) DAY TIME PERIOD HEREINABOVE DESCRIBED SHALL NOT START UNTIL TWO COPIES OF THE PLANS, DRAWINGS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO THE DEVELOPER (IF THE DEVELOPER HOLDS THE ARCHITECTURAL CONTROL POWERS) OR THE BOARD OF DIRECTORS OR ITS ARCHITECTURAL CONTROL COMMITTEE.

In any event, so long as this Declaration is in full force and effect, the following minimum Building Standards and architectural control standards and landscaping requirements and standards must be complied with and shall be in full force and effect and shall apply, unless expressly waived by the Developer (for so long as the Developer holds the architectural control powers under this ARTICLE, and thereafter by the Association's Board of Directors) in writing, for good cause shown:

Section 1. Definitions. For purposes of this Declaration, and particularly for purposes of this ARTICLE VII, the following terms shall have the following meanings:

a. "Building" shall mean a Building, as defined in Section 17 of ARTICLE I of this Declaration.

b. "One Family Dwelling" or "Single Family Residence" or "Single Family Dwelling" shall mean a Building, and shall, therefore, mean a single, detached dwelling (i.e., a one Family house), of the type normally found within zoning district R-1 of the City of Columbia, Missouri, and shall, therefore, also mean a single, detached house/dwelling arranged, intended and designed for occupancy by only one Family, in a single Living Unit.

c. "Dwelling" shall mean a Building, and shall, therefore, mean a "One Family Dwelling" or "Single Family Residence" or "Single Family Dwelling," as hereinabove defined.

d. "Family" shall be deemed to mean an individual or married couple, and the children thereof, and no more than two other persons (other than the individual or married couple and his, her or their children, natural or adopted) related directly to the individual or married couple by blood, marriage or adoption, occupying a single Living Unit with single kitchen facility. A Family may include not more than one additional person, not related to the Family by blood or marriage; provided that such additional person may be provided with sleeping accommodations, but not with kitchen facilities in addition to those utilized by the Family. The above provisions of this subsection (b) to the contrary notwithstanding, two unmarried adults, and their respective children, may occupy a Dwelling and shall be a "Family". Short term guests shall be permitted, and there shall be no prohibitions upon renting or leasing of Living Units. The above provisions of this section (b) to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, the term "Family" shall also include a living arrangement wherein not more than three (3) adult persons, not all of whom are related to each other by blood, marriage or adoption, are sharing a single Dwelling as a not for profit, cost sharing arrangement. In other words, three (3) persons living together in a single Living Unit, not all of whom are related by blood, marriage or adoption to each other, shall, in addition to a "Family", as defined above, also, for purposes of this Declaration, be deemed to be a "Family". There shall be no prohibitions upon renting or leasing of Dwellings. The provisions of this subparagraph (b) to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, if the provisions of the applicable zoning ordinances define a "Family", in a more restrictive manner, then the more restrictive definitions of the applicable zoning ordinances shall apply and shall define a "Family" for purposes of this Declaration.

e. "Living Unit" shall mean that part of a Building designed and intended as a residence for a single Family. It is intended that each Building located or to be located within the

Development shall contain only one Living Unit. Each Building shall, therefore, contain only one Living Unit, and shall, therefore, be a One Family Dwelling, Single Family Residence and Single Family Dwelling. No Building shall be placed on any Lot which at any time contains more than one Living Unit. No more than one Living Unit shall be placed in any Building at any time.

f. "One Family Dwelling" means a Building, as each Building must be a One-Family Dwelling, arranged, intended and designed for occupancy by (and used only for occupancy by) one Family, as a One-Family Dwelling (solely as a residence), and for no other purposes.

Section 2. Setbacks/Side Yards. No Building shall be located within any setbacks required by the Developer, the Board of Directors of the Association, or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers hereunder, if any, and which are established when the plans and specifications for the Building are approved by such party who or which then holds the Architectural Control Powers hereunder.

Section 3. Exterior Finish Materials/Approval of Exterior Finish Materials/Roof Materials and Roof Type and Roof Slope. All new and replacement exterior finish materials for a Building, including those placed on the fronts, sides and rears of each Building located within the Parcel, and including the shingles and roofing materials and gutter and downspout materials for each Building, must be approved, in advance, by the Developer, so long as the Developer holds the Architectural Control power, and thereafter by the Association's Board of Directors or its Architectural Control Committee. Therefore, the Plans and Specifications submitted to the Developer, or the Board of Directors of the Association or its Architectural Control Committee shall show and describe (in addition to the other items hereinafter described):

i. All exterior finish materials, and the colors, types, tones and shades thereof, and the locations of same;

ii. The type of roof, including the slope or pitch thereof, and the materials to be placed thereon.

The Developer, the Board of Directors of the Association or its Architectural Control Committee (whoever then holds the Architectural Control authority under this ARTICLE VII) shall, therefore, have advance approval of all original and replacement exterior finishes and materials, and the finishes and materials, once approved, must be used and if same are thereafter replaced must be replaced with substantially similar finishes in materials, of substantially the same quality, texture, shade, tone and color.

The provisions of this Section 3 shall apply not to just to original materials, but to replacement materials, including replacement roofs, roofing materials, exterior siding, exterior window types and all other exterior finish materials.

In addition, as hereinabove indicated in this Section 3, the Developer, or the Board of Directors of the Association or the Architectural Control Committee, whichever then holds the

Architectural Control powers, shall also have the approval of the type of roof, including the slope or pitch thereof and the materials to be placed thereon.

Section 4. One Family Dwelling Purposes. Each Building shall be used solely as a residence for one Family, and uses normally ancillary thereto. No Building or Lot shall be used for any purpose other than as a residence for a single Family.

Section 5. Minimum Size of Residential Buildings/Further Architectural Control Standards. The Developer may, or may not, as the Developer sees fit, establish requirements for the Minimum Size of the Buildings which are to be placed on the various Lots. **Differing Minimum Size requirements for Buildings to be placed on the various Lots may be prescribed by the Developer, and these may vary from Lot to Lot.**

Section 6. Roof Pitch and Materials for Roofs. The Developer may or may not, as the Developer in the Developer's sole, absolute and unlimited discretion, and as the Developer sees fit, from time to time, establish requirements for the designs of roofs for, and the minimum pitch of roofs for the various Buildings which are to be placed on various Lots, and different requirements in such respects may be applied by the Developer to the individual roof to be placed on the individual Building to be placed on each individual Lot; meaning that the requirements may vary from Lot to Lot, and no requirement of consistency on the Developer's part in this respect shall be expressed or implied. The Developer may also, in the Developer's discretion, as the Developer sees fit from time to time, establish or not establish various requirements for the types of shingles or roof coverings which must be placed on roofs of the individual Buildings to be placed on the individual Lots and these requirements may also vary from Lot to Lot, as the Developer, in the Developer's sole, absolute and unlimited discretion may find to be appropriate.

Section 7. Exterior Finish Materials for Buildings and Other Minimal Architectural Control Requirements for Buildings. The Developer, in the Developer's discretion, may or may, as the Developer sees fit, establish other minimal Architectural Control requirements for One Family Dwellings which are to be placed on various Lots. Differing Architectural Control requirements may apply to the Dwellings located on the individual Lots and same may vary from Lot to Lot.

Section 8. Hard Surfaced Driveways. The Plans and Specifications submitted to the Developer (so long as the Developer holds architectural control rights and thereafter to the Board of Directors of the Association) must show the locations of all drives, driveways, walkways and parking areas, and must show (accurately) the material with which the driveways and walkways will be surfaced. The surface materials of driveways and walkways shall, therefore, be subject to architectural control in the manner provided for by the above provisions of this ARTICLE VII. The Developer, so long as the Developer holds architectural control powers, shall have the complete discretion and authority as to the types of driveway paving materials which may be used, and all such paving materials shall be subject to the Developer's approval. All driveways and parking areas located within each Lot must be hard surfaced, in any event, with the types of materials approved by the Developer, so long as the Developer holds architectural control powers, and thereafter by the Association's Board of Directors. Approved materials may (in the discretion of the party holding architectural control powers) be either concrete or asphalt or chip and seal (or equivalent materials as determined on a case by case basis). All materials for drives, driveways and parking areas must

be approved by the Developer, so long as Class B voting rights exist, and for so long thereafter as the Developer owns any Lot within the Development, and, thereafter, by the Board of Directors of the Association or its Architectural Control Committee, in accordance with ARTICLE VII of this Declaration.

Section 9. Pools, Hot Tubs, Retaining Walls and Accessory Improvements and Above-Ground Pools. All pools, hot tubs, retaining walls and other accessory improvements, as well as decks, walkways, patios and other constructed improvements, must be submitted for approval by the Developer (so long as the Developer holds the architectural control powers and thereafter to the Board of Directors or its Architectural Control Committee) as to location, size, compatibility with adjoining properties and harmony with the Development before construction. IN NO EVENT SHALL ABOVE-GROUND SWIMMING POOLS BE PERMITTED. ABOVE-GROUND SWIMMING POOLS AND ABOVE-GROUND POOLS OF ANY KIND OR NATURE WHATSOEVER, AND ANY SIMILAR IMPROVEMENT, SHALL BE AND THE SAME ARE HEREBY EXPRESSLY PROHIBITED. Above-ground hot tubs shall be permitted, but same shall be located and screened in accordance with the prior approval of and the requirements of the Developer, the Board of Directors of the Association, or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers pursuant to this ARTICLE VII.

Section 10. Fences/Walls/Enclosures. No fences, walls, or other enclosures (including but not limited to dog enclosures, dog runs, or similar improvements) of any kind or nature whatsoever, shall be placed within the Development, on any Lot, at any location whatsoever, without the written, prior approval of the Developer, or the Board of Directors of the Association or the Architectural Control Committee, whoever holds the Architectural Control powers. All fences, walls, similar structures and other enclosures of any kind or nature whatsoever shall absolutely require the prior approval of the party holding the Architectural Control powers under this ARTICLE VII.

Section 11. Two Car Garages. Each Building placed upon each of the Lots located within the Development must contain at least a two car, attached garage, in order that two automobiles may be parked within such garage, off street and off the driveway.

Section 12. Erosion Control. Before commencement of construction of any Building located upon a Lot reasonable Erosion Control (which must, in any event, comply with all applicable lawful requirements and must, at least, consist of a straw berm or other type of Erosion Control approved by the Developer, in advance of the start of construction) must be installed across the entire length of any side of the Lot which abuts a street or any other Lot or a stream or drainageway. The Lot Owner and the Lot Owner's Contractor shall have the obligation to use reasonable means to prevent the erosion of soil onto adjacent property or any public street or street or drainageway.

Section 13. Accessory Buildings, Out Buildings and Other Improvements. No additional and/or accessory structures or improvements of any kind or nature whatsoever [including but not limited to:

- Dog houses;

- Pet houses;

- Exterior storage sheds;
- Additional driveways, walkways, parking areas;
- Garages;
- Sheds or storage areas whether temporary or permanent in character;
- Ponds;
- Swimming pools;
- Outdoor hot tubs;
- Wading pools;
- Walls, fences or similar structures;
- Buildings;
- Dog pens;
- Monuments;
- Exterior decorative structures;
- Lawn ornaments (other than temporary Christmas or Easter displays or similar displays which are of short term, temporary duration),
- Sheds;
- Posts, poles;
- Storage boxes;
- Barns;
- Stables;
- Garages;
- Pools and similar improvements;
- Tennis courts or similar items;
- Flag poles;

- Flags;

- Banners;

- Political signs or campaign signs

of any kind or nature whatsoever, temporary or permanent in nature, shall be erected or placed on any Lot in addition to the basic Building, garage, patios, walks, decks, driveways, porches and other improvements originally placed by the Developer or Builder and/or any reasonable similar replacement therefor, without the approval of the Developer or the Board of Directors of the Association, whichever then holds architectural control powers under this ARTICLE VII. As indicated in Section 10 above, above-ground swimming pools and similar improvements and structures are, in any event, prohibited. Trampolines and similar improvements, temporary or permanent, shall be absolutely prohibited. Any ancillary building or outbuilding:

- Must have the same architectural appearance as the house itself (i.e., the Building);

- Must be a permanent structure, placed on a permanent foundation;

- Must have a roof and exterior walls which match those of the main Building, the house;

- Shall be subject to all of the Architectural Control provisions of this ARTICLE VII, meaning that the Plans and Specifications for same must be approved in accordance with the provisions of this ARTICLE VII, and that all modifications or changes in same must be approved in accordance with the provisions of this ARTICLE VII.

Section 14. Additions and Modifications. No exterior addition to or change to (including but not limited to changes of building materials, roofing materials, surface materials, finish materials, other exterior materials or exterior colors) or alterations or additions shall be made on any structure or Building or any driveway, walkway, fence, wall or other structure or improvement of any kind or nature whatsoever located within a Lot until the Plans and Specifications showing the nature, kind, shape, height, color, materials, type and location of same shall have been submitted to and approved in writing as to harm in the external design and location and relation to existing structures and surrounding structures and topography by the Developer, so long as the Developer holds architectural control powers under this ARTICLE VII, and thereafter by the Association's Board of Directors, or its Architectural Control Committee.

Section 15. Exterior Wiring, Antennas or Installation of Satellite Receiver Dishes or Similar Improvements. No exterior wiring or antennas or satellite receiving dishes or similar improvements or equipment of any kind or nature whatsoever, nor anything having an appearance similar thereto, shall be permitted on the exterior portion of any Building situated upon any Lot, nor be placed upon any Lot, except as may be erected by the Developer or as shall be approved in advance in accordance with the above architectural control provisions of this ARTICLE VII, either by the Developer so long as the Developer holds architectural control powers and thereafter by the Association's Board of

Directors. No air conditioning, heat pumps or other types of installation shall be installed or permitted which appear on the exterior of any Building or which protrude through the walls, roof or window area of any Building on any Lot, or which are located on any Lot, except as may be installed by the Developer or the Builder in the original construction or as may be subsequently approved in accordance with the architectural control provisions set forth in ARTICLE VII of this Declaration.

Preemption by Federal Regulations and Federal Law. It is understood that federal regulations of the Federal Communications Commission, and other federal law, to some extent, have preempted and may hereafter preempt the rights of Associations to approve or disapprove of certain satellite receiving dishes, or broadcast receiver dishes, or television receiving dishes. The intention is that the Developer, the Association's Board of Directors, or its Architectural Control Committee, shall have and retain all authority under this ARTICLE VII (to the maximum extent lawfully permitted) which is permitted by applicable federal law and regulation, but that such authority shall automatically be modified to conform with federal law or regulation, or any other applicable law or regulation. To the extent that the party holding the Architectural Control powers and authority may control the type, location, or placement of satellite receiver dishes, television receiver dishes or antennas, or antennas designed to receive a direct broadcast satellite signal or service ("DBS"), the party holding the Architectural Control powers shall have the right and authority, reasonably (and acting in good faith) to specify the locations for, and the types of, and the color of and screening for, such satellite receiver dishes or antennas. All satellite dishes and antennas, whether broadcast or receiving, other than those which are governed by rules of the Federal Communications Commission or any similar governmental authority, shall be subject to all of the Architectural Control provisions of this ARTICLE VII. All DBS dishes and antennas, and other satellite dishes, which are governed by rules and regulations of the FCC or any other governmental authority, shall be subject to such reasonable restrictions as the party holding the Architectural Control powers under this ARTICLE VII may lawfully impose, in accordance with applicable FCC regulations or other applicable law.

Unless applicable law prevents such restriction, the location of any satellite dishes or receivers, including DBS dishes or receivers, must be approved, in advance of installation, by the Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers hereunder, and no such device shall be placed on the front of any Building.

Section 16. Above-Ground Swimming Pools. While hot tubs shall be permitted, if approved in advance, pursuant to these Architectural Control Powers, above-ground swimming pools and similar structures and improvements shall be and the same are expressly prohibited. No above-ground swimming pool shall be placed on any Lot, whether same is permanent or temporary in character. Above-ground swimming pools shall be and the same are hereby prohibited, whether same are temporary or permanent in character.

Section 17. Sodding and Landscaping Requirements. In addition, as a part of the Plans and Specifications, the Builder or Lot Owner must provide to the party holding Architectural Control powers, a landscaping plan for each Building or Dwelling, and all yards thereof. In the event the landscaping (or sodding and seeding as provided for by a Landscaping Plan) provided for by a Landscaping Plan is not installed in a timely manner, than any part of same may or may not be

installed by the Developer or the Board of Directors of the Association, or its Architectural Control Committee (whoever holds the Architectural Control powers under this ARTICLE VII) as such party deems appropriate. All lawns must be sodded or seeded, and all trees, shrubs and other landscaping materials provided for by any Landscaping Plan must be installed in and good workmanlike manner, using materials, sod, seed, and plants which are of good quality. All landscaping must be installed in a good and workmanlike manner using materials which are of good quality. In the event the sodding or seeding or landscaping is not installed (or redone or reinstalled as required to keep same in a good and growing and living condition, and in good repair and condition and in a sightly condition, as required), in accordance with the above requirements, then the Developer, the Board of Directors of the Association or its Architectural Control Committee (whoever holds the Architectural Control powers) and its designees shall be permitted (but not required) to enter upon the Lot (and shall have a full and complete easement and right of entry upon the Lot) in order to install the sodding (or seeding, as the party may elect) or landscaping, or to complete or remedy or replace the installation of the sodding (or seeding) or landscaping or to remedy any defects in same. The authority of the Developer, the Board of Directors of the Association or its Architectural Control Committee (whoever holds the Architectural Control powers) shall accrue to it and to its contractors and designees and, in all events, shall accrue to the Association, and their discretion to enter upon the Lot and to install or to not install sodding or seeding or landscaping shall be absolute. They shall be under no obligation to install or remedy the sodding, seeding or landscaping, but if they choose to install the sodding, seeding or landscaping, then their authority and the authority of their agents, employees and contractors, and their employees, or designees, to enter upon the Lot and to install the sodding, seeding or landscaping, shall be absolute and subject to their sole control. If the sodding, seeding and landscaping is installed, repaired or remedied by the Developer, the Association's Board of Directors or its Architectural Control Committee, then the Lot Owner responsible for same shall be obligated to reimburse the party who installed same for all expenses incurred in installing same, plus an additional twenty percent (20%) of such costs and expenses as a fee for such installation, and all such sums shall bear interest, from the date when demanded, and until paid, at the rate of ten percent (10%) per annum. The landscaping requirements of this Section 17 shall be of the essence.

The Developer may, in the Developer's discretion, impose differing lawn, sodding, seeding and landscaping requirements on each individual Lot within the Parcel, as the Developer in the Developer's sole, absolute and unlimited discretion determines appropriate, meaning that differing landscaping requirements may be applied to the individual Lots.

Section 18. Sewers. Each Building located on a Lot must be connected to the public sewer line/sewer main which serves the Lot, in order that wastewater disposal services will be provided by the City of Columbia, or the public entity which then provides public sewer service and wastewater treatment services for the Development. Septic tanks and individual wastewater treatment systems, and similar sewage treatment systems, shall be prohibited. Use of the public sewer system shall be required.

Section 19. Water. Each Lot shall utilize the water service provided by the City of Columbia. Drilling of wells within the Development to provide residential water service shall be prohibited.

Section 20. Mailboxes. The location of all mailboxes shall be determined by the U.S. Postal Service. The Developer may elect to require that all Dwellings within the Parcel, or certainly the Dwellings within the Parcel use a common mailbox, or that the various Dwellings within the Parcel have a standard mailbox and post. The Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers pursuant to the provisions of this Declaration, shall retain absolute control over mailboxes and mail receptacles.

Section 21. Basketball Goals. Permanently installed basketball goals must be approved, in advance of installation, in accordance with the Architectural Control Powers of this ARTICLE VII. Basketball goals may not be attached to a Building or Dwelling, nor may same be installed or kept or used within a street right-of-way or within or from the Private Driveway. Movable basketball goals may not be placed or kept or used within the Private Driveway.

Section 22. Garages May Not Be Converted to Habitable Space. Garages may not be converted to habitable space for pets or humans and no garage shall be used as habitable space for pets or humans.

Section 23. Sewer Line Depth. Each Lot Owner agrees to measure or to cause to be measured the depth of the sewer line which services such Lot Owner's Lot, before excavation begins on such Lot. If a Lot Owner, Builder or Contractor sets a foundation on the Lot at a depth which is too low to permit the Building on the Lot to be serviced by the sewer line that is in place, then the Lot Owner of such Lot shall be required to indemnify, defend, save and hold harmless the Developer, the Board of Directors of the Association and its Architectural Control Committee from all suits, actions, causes of action, claims, demands, losses, liabilities, damages, costs or expenses arising out of the setting of the Building or Dwelling on the Lot at a level which is too low to be serviced by the sewer line.

ARTICLE VIII
MAINTENANCE

Section 1. General Maintenance by Association. The Association shall provide for all:

a. Maintenance, repairs, replacements, servicing, upkeep and improvements for; and

b. Lawn mowing, lawn irrigation and lawn fertilization of and for; and

c. Landscaping, replacement for, irrigation for, landscaping maintenance, repair and replacement of and for, landscaping irrigation and fertilization of and for, and other landscaping servicing for; and

d. Lighting for, and maintenance, repair, replacement, servicing and upkeep of lighting fixtures and lights and light equipment of and for and lighting appliances of and for; and

e. All maintenance, repairs, replacements, servicing and upkeep for; and

f. Snow and ice removal of and for, and cleaning of and for, and debris removal of and for; and

g. Improvement of; and

h. Establishing rules and regulations governing the use of and the maintenance, repair, replacement, servicing and upkeep of and for,

the Common Areas and Common Elements of every kind, nature and description whatsoever, including but not limited to:

– Landscaping placed within, and signs, walls, structures and other improvements placed within, an "Private Landscape and Driveway Esmt." as shown on the Plat; and

– The Private Driveway, and all parts thereof and components thereof, including all lighting therefor and street lighting therefor; and

– Any walls, monuments, decorative structures, berms, entryway monuments and other improvements placed within any Private Landscape and Driveway Easement or any other Common Area or Common Element;

– Security systems for the Development or the Common Areas or Common Elements, of any kind of nature whatsoever, including, but not limited to, any gates or similar structures or improvements;

– Any improvements or systems (or components of systems), of any kind or nature whatsoever, placed in any Common Area or Common Element;

– Drainage structures for, drainage swales, ditches, and other storm water drainage improvements placed within any Common Area or Common Element or at any location within the Development in such manner as to serve more than a single Dwelling/Building within the Development.

Section 2. Maintenance, Repairs and Replacements by Lot Owners. Each Lot Owner shall maintain, repair and replace the entirety of his Lot (other than any Common Area or Common Element), and the Building located thereon, and all improvements located thereon (other than within any Common Area or Common Element, or Private Landscape and Driveway Easement, or "Private Landscape & Driveway Esmt." as shown by the Plat), and all lawns, grass, ground cover, trees, bushes, shrubs, walls, fences, driveways, walkways and other structures and improvements located thereon and landscaping contained thereon, and all improvements located thereon (other than such of such items as are located within any Common Area or Common Element or any Private Landscape and Driveway Easement) and all parts thereof, so as to keep same at all times in a clean, neat, safe, attractive and aesthetically pleasing condition, free from weeds, all junk and debris and

dead or dying lawns, trees or vegetation and any conditions of unsightliness, and other conditions reasonably requiring repair or remedies.

Section 3. Standards of Maintenance, Repair and Replacement. The Association shall maintain the Private Driveway, and all Common Areas and Common Elements (whether or not owned by the Association), and all improvements located within all Common Areas and Common Elements and all Private Landscape and Driveway Easements, whether or not owned by the Association, and each Lot Owner shall maintain, repair and replace his Lot, and all portions thereof, and all Buildings and improvements located thereon (other than those which are considered to be Common Areas or Common Elements or are located within any such Private Landscape and Driveway Easement (which shall be maintained, repaired and replaced by the Association) so as to maintain same in a clean, safe, neat an attractive condition, according to maximum reasonable standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain the Development in as clean, safe, neat, attractive and aesthetically pleasing condition as is reasonably practicable. In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, such dispute shall be resolved by the Association's Board of Directors, and such determination by the Association's Board of Directors shall be binding upon all parties. It is the intention of the Developer, and of all parties, that the Development, and all improvements located therein, be maintained as a Development of the highest order, and that maximum reasonable standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained, and that the Development be free of any conditions of unsightliness, including (by way of example only but not by way of limitation), the following: chipped, flaking or discolored paint; weeds; dead or dying lawns, trees, shrubs, vegetation or the like; lawns which are not properly mowed, weeded, treated for weeds, trimmed, edged, irrigated or fertilized; discolored roofs or roofs requiring patching or maintenance; loose, rusted or discolored gutters or downspouts; walkways, driveways, sidewalks or parking areas requiring patching or resurfacing; brick surfaces in need of cleaning or tuckpointing; or other conditions of any kind or nature whatsoever, without limitation, which would reasonably be construed by reasonable people as not in keeping with reasonable maximum reasonable standards of cleanliness, safety, neatness, beauty, attractiveness or aesthetics. The Board of the Association, or its Architectural Control Committee, may, from time to time, establish reasonable, minimum standards for the maintenance, repair and replacement of Buildings, lawns, landscaping and other improvements located within Lots, in order that reasonable standards for the maintenance, repair, replacement, servicing and upkeep shall be kept and maintained, throughout the Development.

Section 4. Special Assessment. In the event any Owner of any Lot fails to perform any repair, replacement or maintenance specifically imposed upon such Owner by this Declaration, including the provisions of this ARTICLE VIII, and in the further event the Association's Board of Directors, in its sole, absolute and unmitigated discretion determines that the conditions require maintenance, repair, replacement or servicing for the purposes of protecting the interests of any Lot Owner, or any other Lot Owners, or the public safety, or the safety of residents in or visitors to the Development, or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the Property or of any Lot, or of the Development or any part thereof the Association's Board of Directors shall have the right, but not the obligation, through its directors, agents and employees, and after approval of a majority of the Board of Directors (no approval by members of the Association shall be required) to enter without permission upon, or within said Lot, and any

portions of the Lot, and any Building or Buildings thereon, and any Living Units, and to maintain, repair, replace or service the same. The costs of maintenance, repair, replacement or servicing shall constitute a special Lot assessment against the Lot Owner responsible for the maintenance, repair, replacement or servicing, and such Lot Owner's Lot, and the Building and improvements located thereon, and shall be a "Special Lot Assessment" and shall become a part of the assessments to which such Lot is subject, and shall constitute a lien, and shall bear interest and charges and be enforceable and collectible in the manner hereinabove described in ARTICLE VI of this Declaration for enforcing assessments.

Section 5. Landscaping and Driveway Easements. The Association shall, any provisions of this Declaration to the contrary notwithstanding, and whether or not the Land within same is owned by the Association or by a Lot Owner, provide for all maintenance, repairs, replacements, servicing and upkeep for, and snow and ice removal for, the Private Driveway, and all parts and components of same, and all lighting for same, and any and all landscaping and other improvements located within any Private Landscape and Driveway Easement" ("Private Landscape & Driveway Esmt.") established by the Plat, and no obligation for any maintenance, repair or replacement of any such items shall be imposed upon or be deemed to be imposed upon any Lot Owner by the provisions of this Declaration.

Section 6. Landscaping to be Maintained in Accordance With Minimum Initial Landscaping Requirements. If initial lawn and landscaping requirements apply to a Lot, under Section 17 of ARTICLE VII of this Declaration or otherwise, then all of the lawns, grass, trees, shrubs and landscaping so required to be placed on such Lot, and for the Building on such Lot, shall be kept in good repair and condition, and in a good, living and growing condition, and the requirement that such be the case shall be included (and is hereby included) within the requirements and standards of maintenance, repair and replacement set forth in Section 3, above, of this ARTICLE VIII. If weather conditions, drought conditions or any other conditions of any kind, including lack of proper maintenance, cause the need for replacement of any of the required minimum lawns, sodding, seeding, trees, shrubs or landscaping which are required to be installed on a Lot by Section 17 of ARTICLE VII of this Declaration or otherwise, then same shall be promptly replaced by the Lot Owner, at the Lot Owner's expense, as a part of the Lot Owner's obligations for maintenance of such Lot Owner's Lot under this ARTICLE VIII.

Section 7. Repeated Violations. If a Lot Owner shall repeatedly violate, or shall periodically violate, or shall violate on several occasions, standards of maintenance, repair and replacement established for such Lot Owner's Lot by this ARTICLE VII or elsewhere in this Declaration (for example, the Lot Owner shall fail to keep such Lot Owner's Lot well mowed), or established generally by the Association's Board of Directors for all Lots, then the Association's Board of Directors, or its manager or designee, may, in the name of and on behalf of the Lot Owner, or on behalf of the Board, enter into a contract with a maintenance company, mowing company, lawn care company or similar company or contractor to perform (at intervals, if required) the necessary maintenance, repairs or servicing within the Lot Owner's Lot, and may cause the same to be charged to the Lot Owner and to become a special lien and assessment in accordance with Section 4 of this ARTICLE VIII. For example, if a Lot Owner fails to keep the Lot Owner's Lot well mowed, then the Board of Directors of the Association may enter into an agreement with a mowing company to mow and trim the lawns on the Lot Owner's Lot at regular intervals, with the costs of same to be

charged to and to be a special assessment against the Lot Owner, as described in Section 4 of this ARTICLE VIII.

ARTICLE IX
GRANTS AND RESERVATIONS OF EASEMENTS

Section 1. Easements for Repair, Maintenance and Restoration. The Association, its directors, employees and agents, shall have a right of access and an easement to, over and through all of the Properties, including each Lot and the Buildings and structures located thereon, and all easements established by the Plat, and each and every "Private Landscape and Driveway Esmt." established by the Plat, and all Common Areas and the Private Driveway, and all improvements located thereon, for ingress and egress and for all other purposes which enable the Association to perform its obligations, rights and duties, rights and authorities with respect to maintenance, repair, restoration and/or servicing of the Common Elements and Common Areas and any improvements located on Lots which the Association is, under ARTICLE V or ARTICLE VIII hereof, required or entitled to maintain for any reason whatsoever; provided that the exercise of this easement as it affects the individual Lots shall be at reasonable times and with reasonable notice to the individual Lot Owners in the absence of an emergency requiring immediate attention. The Association and its directors, employees and agents shall have an unlimited, unrestricted right of access and an easement to, over and through each Lot Owner's Lot, for purposes of performing any maintenance, repairs or replacements within a Lot Owner's Lot which the Association's Board of Directors determines to be necessary in accordance with the provisions of any of Sections 4, 6 or 7 of ARTICLE VIII of this Declaration, or Section 29 of ARTICLE XI below, and under no circumstances shall the Association's Board of Directors, or its employees, agents, contractors or subcontractors who enter upon a Lot, at the instance and request of the Association's Board of Directors, to perform any maintenance, repairs or servicing (example: lawn mowing), which the Association's Board of Directors determines to be necessary in accordance with the provisions of any of Sections 4, 6 or 7 of ARTICLE VIII of this Declaration, or Section 29 of ARTICLE XI below, or Section 8 of ARTICLE VI, be charged with a trespass or be subject to any interference or hindrance by the Lot Owner.

Section 2. Other Easements. All other easements, as shown by the Plat, whether public or private, shall exist as shown by the Plat.

Section 3. Private Driveway Easement. The Plat establishes a "Private Driveway Easement," which is shown on the Plat as "Private Landscape and Driveway Esmt." A Private Driveway or Common Driveway, known or to be known as "Highland Circle," is placed or is intended to be placed within the boundaries of such easement. Such Private Driveway ("the Private Driveway")is intended to serve and shall serve as a Common and Private Driveway serving each of Lots 1 through 4, both inclusive, as shown by the Plat. Such Private Driveway is and shall be (and is hereby established as) a "Common Driveway" serving and intended to serve each of Lots 1 through 4, both inclusive, as shown by the Plat. A perpetual, continuing, irrevocable easement running with the Land of each of the said Lots, is hereby established as to the Private Driveway and the Private Landscape and Driveway Esmt. containing same, which such easement shall run with, and shall burden, each of Lots 1 through 4, both inclusive, as shown by the Plat, and the terms and conditions of which shall be as follows:

a. Such Easement shall be a perpetual, irrevocable and continuing Easement running with the land of each of the said Lots;

b. The Lot Owner of each of the said Lots and their successors in ownership shall be burdened by and shall have the benefit of the said Easement;

c. Such Easement shall not be altered, modified or amended without the consent of the Lot Owners of each and all of the said Lots, evidenced by a document executed by the Lot Owners of each of the said Lots recorded in the Real Estate Records of Boone County;

d. The Private Driveway located within the boundaries of the Private Landscape and Driveway Easement ("Private Landscape and Driveway Esmt.") established by the Plat shall be a Common Driveway, serving and intended to serve each of the said Lots, and the Buildings located thereon, and the Lot Owners thereof and the tenants and occupants thereof and their guests, members of their family and their invitees, so that perpetual vehicular and pedestrian access to and from each of the said Lots and the Buildings thereon may at all times be obtained through the use of the Private Driveway;

e. Under no circumstances shall vehicles be parked within the Private Driveway, or shall the Private Driveway otherwise be blocked or shall its use be otherwise interfered with by an Lot Owner, in any manner whatsoever, and the Private Driveway shall at all times be kept free and open for vehicular passage and use; provided, however, that an entryway gate or other security system may be installed with respect to the Private Driveway.

Section 4. Landscaping Easement. The Plat provides for a "Private Landscape and Driveway Esmt.," affecting certain of the Lots. Easements are hereby declared as to any area contained within any such "Private Landscape and Driveway Esmts." As to any Private Driveway located therein or Common Driveway located therein, the Easements established by Section 3 are hereby established. As to any other areas, located outside of the said Private Driveway, Landscaping Easements ("Landscaping Easements") are hereby established. The terms conditions of all such Landscaping Easement shall be as follows:

A The Landscaping Easement shall be irrevocable and permanent and may not be revoked or amended in any manner whatsoever.

B. Each portion of the Lots imposed by the Plat or any document with a "Landscape Easement" or with a "Private Landscape and Driveway Esmt." is hereby imposed with a Driveway Easement, as described in Section 3 above, and a Landscaping Easement as described in this Section 4, which shall run with each of the said Lots and which shall bind each of the Lot Owners thereof, and their heirs, personal representatives, legal representatives, successors and assigns and all future owners. The said Driveway Easements, as described in Section 3 above, and the said Landscaping Easements as described in this Section 4, shall run with the land/real estate of each of the said Lots.

C. The Landscaping Easement shall run in favor of, and shall accrue to the benefit of the Developer and the Developer's successors as the Developer, and shall also run in favor

of and shall accrue to the benefit of the Association. The Developer and the Association shall have the right, jointly and severally, to enforce the easement as to the Landscaping Easements and shall be jointly benefitted by such Landscaping Easements. The Landscaping Easement shall, therefore, run in favor of the Developer and the Developer's successors as the Developer, and the Association and the Association's successors. The rights of the Developer as to the Landscaping Easements shall terminate when the Developer's rights as "the Developer" under the Declaration have terminated; provided, however, that the rights of the Association as to the Landscaping Easement shall thereafter continue in full force and effect in perpetuity.

D. The purpose of the Landscaping Easement shall be to permit the Developer and the Association, and each of them, and their contractors, employees and designees, to enter upon the real estate imposed with such Landscaping Easements for purposes of doing the following:

a. Grading the real estate so as to install berms and other scenic improvements;

b. Planting, installing, replacing, irrigating, fertilizing, replacing and maintaining trees, shrubs, ground cover, plantings and other landscaping materials (selected by it in its sole discretion) of all types and kind;

c. Otherwise improving or dealing with or maintaining the visual aspects of the real estate subjected to the Landscaping Easement;

d. Installing, maintaining, repairing and replacing reasonable entryway signs, monuments, decorative structures, fountains, statues, fences, walls or similar improvements, and lighting, light fixtures, electrical lines, irrigation systems, security systems, and all of their various parts and components;

e. Installing, repairing, cleaning, servicing, maintaining, repaving and replacing the Private Driveway and all of its parts and components and maintaining, repairing, replacing, enhancing and improving same.

E. The Private Driveway (and every part of the said Private Driveway located within, and the lighting for such Private Driveway) and all berms, trees, shrubs, plantings and other landscaping materials, fences, walls, lighting, irrigating systems, statues, fountains, and other improvements will be installed within the Landscaping Easements by the Developer or by the Developer's contractors or designees. An easement for the location and maintenance thereof, and for the keeping, maintenance, replacement and repair and improvement or enhancement thereof, shall be and it is hereby established, in perpetuity.

The Lot Owners of the Lots imposed with the Landscaping Easements are hereby barred from doing any of the following (and shall not do any of the following) as to the Land located within the boundaries of any Landscaping Easement or any plantings, trees, shrubs or other growing materials, signs, structures, walls, fences or monuments located within the boundaries of a Landscaping Easement:

a. From grading the land;

b. From in any manner altering the levels or characteristics or appearance of the land;

c. From digging or excavating upon the land or grading the land;

d. From removing any trees, shrubs, plantings or other landscaping materials or signs, structures, walls, fences, fountains, poles, systems, or monuments installed upon the land by the Developer or the Association;

e. From and any manner altering the appearance of the trees, shrubs, plantings or landscaping materials or monuments, fountains, statues or signs installed upon the easement real estate by the Developer or the Association at anytime;

f. From installing or altering any improvements, or structures or any improvements of any kindwithin the real estate subject to the landscaping easement;

g. From placing any fences, walls or similar structures within the real estate subject to the easement;

h. From placing any improvements within the real estate subject to the easement;

i. From engaging in any planting or gardening within the real estate subject to the easement, and from placing any trees, shrubs, or other plants or growing materials within the real estate subject to the easement, or altering the appearance of items within the real estate;

j. In any manner or respects altering, or interfering with the use of, blocking, modifying, changing or otherwise dealing with any Common Driveway or Private Driveway located within the real estate subject to the Easement.

F. The Association shall have the following duties and obligations as to each Landscape Easement and each Private Landscape and Driveway Easement and each "Private Landscape and Driveway Esmt.," and all landscaping located therein, and all monuments, entryway structures, and irrigation systems, lighting systems, Private Driveway, any security system and other improvements located within and any "Private Landscape and Driveway Esmt.":

First. The Association shall provide all snow and ice removal for and cleaning for, and resurfacing of and for, and maintenance, repair, replacement, servicing, and upkeep of and for the Private Driveway and all lighting therefor, all landscaping and systems located therein, and all other landscaping and other improvements and systems located within such Easement; and

Second. The Association shall trim, irrigate, mow, provide weed removal of and for, irrigation of and for, fertilization of and for, and other servicing of and for and all

replacements for all trees, shrubs, lawns, ground cover, and other landscaping placed within any such easements; and

Third. The Association will provide all lighting of and for (and the electricity for such lighting of and for) and all irrigation of and for (and all water for such irrigation of and for), all lawns, trees, shrubs, and other landscaping placed within such easements;

Fourth. The Association shall provide all trash and debris removal of and for all improvements placed within such easement.

G. The Association and the Developer may enter upon the land subject to any Private Driveway Easement or Private Landscape and Driveway Easement or "Private Landscape and Driveway Esmt." at any time or times for purposes of providing snow and ice removal, or installing, maintaining, repairing, replacing, altering, or otherwise dealing with trees, shrubs, driveways, other growing materials or landscaping, signs, entryway structures, security systems or other improvements placed within any such easement.

H. The Landscaping Easements provided for hereby shall run with each of the Lots shown by any Plat as being subject to a "Landscape ESMT" or a "Landscape Easement", or "Private Landsace & Driveway Esmt." and shall run with the land. The Landscaping Easements provided for hereby shall at all times accrue to the benefit of the Developer (so long as the Developer holds the rights as Developer under the Declaration), and the Developer's successors and assigns, and the Association (with the rights of the Association being permanent and continuing, in perpetuity).

The Association shall, unless otherwise provided hereby, maintain any landscaping place within any Landscaping Easement as a part of the Common Elements. All Landscaping Easements, and Driveway Easements and Private Landscape and Driveway Esmts., established by the Plat, shall for all intents and purposes, be treated as Common Areas and Common Elements, owned by the Association, although the Land subject to same may be owned by the individual Lot Owner(s).

Section 5. Easements Over Common Areas and Common Elements. All Common Areas and Common Elements, whether or not the Land within or containing same is owned by the Association or any Lot Owner, and each and every "Private Landscape and Driveway Esmt."established by the Plat or any Plat (whether or not the Land containing same is owned by a Lot Owner or any Lot Owners) shall be and is hereby imposed with a perpetual, irrevocable, permanent easement, running with each of the Lots and the Lot Owners thereof and the Association and the Common Areas and Common Elements, which shall inure to the benefit of the Association and each Lot Owner and the occupants of each Lot and the members of their families and guests and personal invitees, such that the Association and its contractors and designees may enter upon same, at all times, for purposes of maintaining, repairing, replacing, rebuilding and servicing same and placing any improvements thereon which are approved by the Association's Board of Directors.

ARTICLE X
COMMON DRIVEWAY

The Private Driveway known as "Highland Circle," which is to be placed within the boundaries of all or certain of Lots 1, 2, 3 and 4, as shown by the Plat, and within the boundaries of the Private Landscape and Driveway Esmt., established by the Plat, shall be a Common Driveway intended to serve each and all of Lots 1, 2, 3 and 4 as shown by the Plat, and a perpetual, irrevocable easement, running in favor of each of the said Lots and binding each of the said Lots, shall be and it is hereby established, as described in each of Sections 3 and 4 of ARTICLE IX of this Declaration. Each of the said Lots and the Lot Owners thereof and the occupants thereof, and the members of their respective families and their guests and invitees shall have the use and benefit of the said easement.

ARTICLE XI
USE RESTRICTIONS

The Lots and the Buildings and structures and Dwelling located thereon, and the Living Units located thereon, shall be subject to the following provisions and restrictions:

Section 1. One Family Dwelling Purposes. Only one Single Family Dwelling Building shall be placed on each Lot. Each such Building shall contain only one Living Unit, and shall be used solely for as a residence for a single Family. For purposes of this restriction upon use, a "Family" shall mean a "Family", as hereinabove defined in subparagraph (d), of Section 1 of ARTICLE VII of this Declaration. There shall be no prohibitions upon renting or leasing of Dwellings. No such prohibitions shall be either expressed or implied. Each Lot shall, therefore, be used only for One Family Dwelling purposes, meaning that one Single Family Dwelling (a single detached Building arranged, intended and designed for occupancy by one Family in one Living Unit) shall be placed on each Lot.

Section 2. No Subdivision. Once a Lot has been sold by the Developer, or the Developer's assignees of any of the Developer's rights as the Developer of the Parcel, such Lot shall not be subdivided by deed, plat or lease, or otherwise be caused to be separated into Lots, tracts, parcels or units smaller than the whole Lot; provided, however, that nothing contained herein shall prevent the Developer from subdividing its Lots, or amending Lot lines for such Lots, or from combining such Lots, or from eliminating certain of such Lots, and that nothing herein shall prevent the partition of a Lot as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

Section 3. Single Family Residence. No Dwelling or Building shall be used for any purpose other than as a residence site for a single Family. For purposes of this restriction, and for other purposes of this Declaration, the term "Family" is defined in Section 1d of ARTICLE VII of the above provisions of this Declaration.

Section 4. No Roomers or Boarders. Except to the extent provided in Section 1, it is hereby provided that no boarders or roomers shall be permitted in addition to the Family occupying each

Building/Single Family Dwelling. Renting or leasing of Buildings, for Single Family Dwelling purposes, is, however, permitted. Short term guests are permitted.

Section 5. Home Occupation. The restriction above to use of any Building as a Single Family Residence shall not prohibit the conduct of a "home occupation" upon said Lot as defined herein. Home occupation means any occupation or profession carried on by members of the immediate "Family" residing on the premises, in connection with which there is not used any sign or display that will indicate from the exterior that the Building is being utilized in whole or in part for any purpose other than that of a Single Family Residence Dwelling; in connection with which there is no commodity sold upon the premises, and no person is employed other than a member of the immediate Family residing on the premises, and no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the Family residing therein; and in connection with which no noise (of any kind or nature whatsoever), and no disturbance (of any kind or nature whatsoever), and no odor or fumes or vapors or dust or air borne particles (of any kind or nature whatsoever) are generated; and in connection with which no tools or equipment are used except such as are permissible for and are customarily found in purely domestic or household premises for the family residing therein; and in connection with which no traffic is generated; and in connection with which no item of goods, material or equipment is stored in the premises. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick up station or similar commercial activities but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses or enterprises which are precluded by the previous language of this paragraph or by other sections of the Declaration, Articles or Bylaws. Nothing herein shall be construed to permit home occupations not permitted by applicable zoning laws. No churches, religious establishments or institutions, schools, places of instruction, daycare homes, daycare centers, preschool centers, nursery schools, child placement centers, babysitting centers, child education centers, child experiment stations, group houses, religious institutions, halfway houses, child development institutions, or similar facilities, shall be permitted, and daycare of children for hire shall not be permitted. No Lot, or any part thereof, shall be used for a professional or commercial purpose except as permitted by this Section 5.

Section 6. Additional Structures. No additional and/or accessory building, sheds, garages, barns, dog houses, structures or other improvements of any kind or nature whatsoever, pools, ponds, swimming pools, outdoor hot tubs, walls, fences or buildings of any nature whatsoever, or sheds, posts, poles, storage sheds, dog houses, storage boxes, barns, stables, garages, basketball or volleyball courts or goals or tennis courts or similar items of any nature whatsoever (temporary or permanent) shall be erected, kept or used upon any Lot, in addition to the basic Building, garage, patios, walks, decks, porches or other improvements originally provided by the Developer or Builder, or any reasonably similar replacement thereof, or addition thereto, without the approval of the Developer, so long as the Developer holds those Architectural Control powers provided for by ARTICLE VII, and thereafter by the Association's Board of Directors or its Architectural Control Committee, as provided for by ARTICLE VII.

Section 7. Parking. No uncovered parking space on the Parcel or within the Development or any street, or within any Lot, shall be used for the parking of any trailer, truck, boat, camper,

mobile home, motor home or anything other than operative automobiles, which are in good condition and repair, and which are used with very substantial, regular frequency. Any vehicle parked within the Development or upon any street running within the Development, must be a vehicle which is in good condition, and which is in good operating condition, and which is used with very substantial regular frequency. It is the intention of the parties that inoperative automobiles, or other vehicles, not be placed within the Development, and not be parked or stored within the Development, or upon any street within the Development. Automobiles or vehicles not used with substantial regular frequency shall not be placed within uncovered parking spaces within the Development. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper, recreational vehicle or any other vehicle whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on streets and highways. The word "truck" shall include and mean every type of motor vehicle other than automobiles and vans and pick-up trucks and other similar utility vehicles used regularly as passenger vehicles by persons occupying the Lots. No covering or walling in of uncovered parking spaces shall be permitted except as specifically approved in accordance with the architectural control provisions set forth in ARTICLE VII hereof. Provided, however, that this Section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Development or the property or the Parcel, or of additional Buildings thereon. The above provisions of this Section 7 to the contrary notwithstanding, occupants of a Lot shall be permitted to park within the boundary lines of such Lot, and within the parking spaces provided within such Lot (but not the Private Driveway), for reasonable periods of time (not to exceed 24 hours, and not to exceed three (3) such periods of 24 hours within any calendar month), a trailer, truck, camper, mobile home or motor home so as to permit the reasonable loading and unloading of such trailer, truck, camper, mobile home or motor home. Such vehicle shall be parked within the Lot solely for reasonable loading and unloading, and for no other purposes. All present and future Lot Owners and occupants and of the Lots shall be deemed to have agreed by accepting deeds for their Lots, or entering into leases therefor, that the provisions of this Section 7 shall apply not only to the Lots, but also to the Private Driveway and any public or private streets which abut upon any of the Lots. All Lot Owners agree, on behalf of themselves and their successors, and all present and future Owners and occupants of Lots, to be bound by the restrictions set forth in this Section 7 as to all public and private streets and portions thereof, and the provisions of this Section 7 shall be as enforceable as to the public streets, as would be the case with respect to the Lots, as the public and private streets shall be used only for parking of vehicles permitted to be parked within the Development in accordance with this Section 7. No trailer, truck, boat, camper, mobile home, motor home or anything other than operative automobiles, which are then in good condition and repair and which are then used with very substantial, regular frequency, shall be parked on any street within the Development, other than as same may be specifically permitted by the above provisions of this Section 7. The streets within or abutting upon the Development shall not, in any event, be used as a location for the regular parking of automobiles or vehicles of residents, and vehicles of residents shall be parked within the off street parking spaces. Any vehicle that is not used, with substantial regularity (meaning, generally, at least once during each 24 hour period) may not be parked on the exterior of the Building located on any Lot or on any street, but rather must be parked in an enclosed garage. Inoperative vehicles or vehicles under repair must be stored within a garage at all times. No vehicles, boats or trailers or motor homes or mobile

homes of any kind shall be parked on any street or driveway for more than twenty-four (24) hours.

Vehicles (cars, trucks or other vehicles) may not be parked on any turf area. Parking ins permitted only on paved surfaces, which are specifically designed and intended for parking, or adjacent public streets.

If a Lot Owner repeatedly violates the provisions and restrictions of this Section 7, and after notice from the Board continues to do so, then, among other remedies available to the Board, including, but not limited to, those described in Section 29 below, the Board may also (and in lieu of other remedies) contract with a vehicle towing company to actually tow vehicles of such Lot Owner which offend the provisions of this Section 7 or are maintained or kept by the Lot Owner within the Lot Owner's Lot or on the public streets, in breach and violation of the provisions of this Section 7, without further notice to or demand from the Lot Owner, and all costs of towing the vehicle shall be the cost and expense of the Lot Owner and shall constitute a Special Assessment against the Lot Owner's Lot, which shall be charged in accordance with, and shall be enforced pursuant to, and shall constitute a lien against the Lot Owner's Lot, all as described in ARTICLE VI of this Declaration. **NO VEHICLE SHALL BE PARKED WITHIN THE PRIVATE DRIVEWAY AT ANY TIME.**

Section 8. Noxious or Offensive Activities. No illegal, noxious or offensive activities shall be carried on upon any Lot, nor shall anything (including but not limited to activities generating odors, noise or unsightly appearances) be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which would substantially interfere with use and enjoyment of neighboring Lots, or with the values of such Lots.

Section 9. Signs/For Rent Signs. No signs of any kind shall be displayed to the public view upon the Properties except that one sign, of not more than 5 feet square (5 feet x 5 feet) advertising property for sale or rent, or signs used by a Builder to advertise property during construction and sale, may appear on each Lot. No "For Rent" signs or any sign which implies a rental activity shall be permitted within the Development. No sign of any kind, other than that placed therein by the Developer or by the Association, shall at any time be placed within any "Private Landscape and Driveway Esmt." No political or campaign signs shall be placed on any Lot or within any public right of way or any Common Area.

Section 10. Debris Free. All Lots shall be kept neat and free of debris, and shall be maintained in a sightly and sanitary condition.

Section 11. Trash, Storage, Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish, garbage and other waste or materials being thrown away or disposed of must be placed or contained in one or more trash cans or containers, which cans or containers shall be fly tight, rodent proof, nonflammable, reasonably waterproof and shall be covered. Such cans or containers are to be stored in concealed locations on Lots, and may be placed in open locations only for a period of not in excess of eight (8) continuous hours in any week, so as to facilitate collection.

Section 12. House Trailers, Mobile Homes, Modular Homes and Manufactured Homes/ Temporary Structures. No house trailer, mobile home, motor home, R.V. or recreational vehicle, modular home or manufactured home shall be placed, kept or maintained on any Lot for any purposes (other than for loading and unloading as described in Section 7 above, or in accordance with the requirements of Section 7 above), and no motor home or vehicle shall be used for human habitation. No temporary structures shall be permitted.

Section 13. Livestock, Poultry and Pets. No animals, swine, reptiles, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Parcel or the Lots, except that dogs, cats or other normal, reasonable household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and that they are kept, at all times, within the Lot of the Lot Owner keeping same and that they are, at all times, under such Lot Owner's control. No pets shall be allowed to run loose on any portion of the Parcel other than the Lot in which kept, and while on any portion of the Parcel shall be kept upon a leash or similar physical restraint, and while within the Lot shall be within the Lot Owner's control. The Owner of a Lot which has pets kept in or upon it--and not residents or the Owners of other Lots, or of that real estate last described in this instrument,--shall bear all risks which result from the presence of pets. Accordingly, such Owners shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such pets, and due care or absence of negligence shall not constitute a defense. No pets shall be permitted to disturb others by excessive barking, noise or other activities, or unpleasant odors. No pets shall be permitted to, in any manner whatsoever, create a nuisance, or to otherwise interfere with the peaceful enjoyment by others of their Lots and the improvements located thereon, or to damage or destroy the property of others, or to injure any persons, animals, or wildlife. Any dogs, cats or other normal household pets shall also be subject to the following provisions:

a. No exotic animals, other than dogs, cats and other normal household pets shall be kept.

b. No vicious animals are permitted. No exotic or dangerous animals shall be kept.

c. No pets shall be allowed to run lose on portions of the Property other than the Lot within which same are kept;

d. No pets shall be allowed to disturb others by barking, noise or other activities, or by disagreeable odors;

e. No pets shall be allowed to run lose within any portion of the Development; provided, however, that pets may be chained or allowed to run within any Lot owned by the Owner of such pet, if such Lot is sufficiently fenced to enclose such pets;

f. No pets shall be allowed to disturb others in any manner whatsoever, or to damage or harm persons or property in any manner whatsoever;

g. It is understood that the enjoyment of the Properties by all Owners and residents thereof, and the success of this Development, might be jeopardized by violations of these conditions; accordingly, the Directors may by majority vote and after two (2) complaints require that any certain pets be removed from the Properties and the Owner of the Lot within which such pet is kept shall have a period of thirty (30) days to comply with such decision of the Directors;

h. The Owner of a Lot which has a pet kept in or upon it - and not residents or the Owners of any other part of the Properties - shall bear all risks which result from the presence of the pet. Accordingly, such Owner shall be absolutely responsible for adherence by the pet to these conditions and be absolutely liable for any and all injury and damage done by such pet to persons or property, and due care or absence of negligence, or absence of demonstration by the pet of propensities or tendencies to perform certain acts, shall not constitute a defense;

i. No dog pens or fencing for pets shall be permitted within the Development except as approved in advance in accordance with the Architectural Control provisions set forth in ARTICLE VII hereof. "Dog pens" and pens shall include pens with improved or non-improved floors, with fences on top and/or around (with or without enclosed shelters) which are used to encage animals;

j. No dog houses or other pet housing shall be allowed within the Development, except those approved in advance in accordance with the architectural control provisions set forth in ARTICLE VII hereof.

Section 14. Additional Structures. No additional and/or accessory structures, fences, walls or other improvements of any nature whatsoever, shall be erected upon any Lot, or upon any portion of a structure located upon a Lot, in addition to the basic Building, patio, fences, walls and any other improvements originally approved by the Architectural Control Committee under the provisions of this Declaration, without the approval of the Architectural Control Committee provided for by this Declaration. No temporary structures of any kind shall be permitted.

Section 15. Maintenance. Each individual Lot Owner shall maintain his, her or their Lot, and the Building/Dwelling located thereon, and all improvements located thereon, and all lawns, trees, shrubs and landscaping located thereon, in the condition required by ARTICLE VIII of these covenants, and in a clean, neat, safe, attractive and very well maintained condition, free of trash, rubbish and debris, and free of conditions of unsightliness, and disrepair (including, but not limited to, dead or dying trees, shrubs, lawns and landscaping; chipped or peeling or discolored paint; walls in need of obvious tuckpointing, cleaning or other maintenance; conditions of obvious disrepair or lack of maintenance; roofs requiring patching; discolored roofs; gutters or downspouts requiring painting, cleaning, replacement or other maintenance; chipped or faded shutters, or similar items; improperly mowed, weeded, weed controlled, fertilized, irrigated, trimmed or edged grass or lawns; or other conditions of obvious unsightliness), and in such a condition as to provide as attractive and pleasing appearance as is reasonable practicable, and as is in keeping with the general character of the neighborhood.

Add Patio Porches Decks

Section 16. Open Fires. No open fires shall be permitted on the individual Lots, with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the premises.

Other than as permitted by this Section 16, no open fires or fireworks shall be allowed anywhere within the Parcel.

Section 17. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above the surface of the ground unless approved in accordance with the Architectural Control provisions of ARTICLE VII.

Section 18. Automotive Repair. No automotive or equipment repair or rebuilding or other form of automotive of equipment manufacture, maintenance or repair (other than normal periodic vehicle maintenance), whether for hire or otherwise, shall occur on the Parcel or upon any Lot hereby restricted.

Section 19. Satellite Receiver Dishes, Radio Antennas and Similar Structures. Satellite receiver dishes, radio receiver antennas, radio antennas, antennas and similar devices shall be subject to the provision of Section 13 of ARTICLE VII of this Declaration, and shall, to the extent lawful, be subject to the Architectural Control provisions of such ARTICLE VII.

Section 20. Two, Three and Four Wheel Recreational Vehicles. Motorcycles, mopeds, powered scooters, powered tricycles, motor bikes, or two, three or four wheeled recreational vehicles (other than normal bicycles and children's tricycles), may not be run within the Development, either on the streets or roads or within any Lot or the Trail; provided, however, that they may be used solely to go to and from work or one's job or to school, and for other normal transportation. No such vehicles shall be used within the Development or on the Trail for purposes of recreation. All such vehicles must have a suitable muffler, so as to provide for quiet operation. The restriction set forth in Section 20 shall apply to the Lot and to each of the Streets located within the Development, and the trail, and it is hereby agreed, on behalf of the Lot Owners and the occupants of all Lots they shall so apply. Each Lot Owner, by accepting a deed for such Lot Owner's Lot, agrees on behalf of such Lot Owner and such Lot Owner's successors and their respective family members, guests, invitees, lessees, renters and family members, that the provisions of this Section 20 shall apply to all Lots and to all public streets. No motorized vehicles shall be run or used on the Trail.

Section 21. Outside Improvements, Lawn Ornaments, Vegetable Gardens, Etc. Nothing shall be placed or located within:

- The front yard of any Lot; or

- The side yard of any corner Lot,

other than reasonable sidewalks, reasonable driveways, and normal, reasonable grass, ground cover, trees, shrubs, flowers and other normal, reasonable landscaping materials. All driveway, parking spaces and parking areas shall be subject to approval by the Architectural Control Committee, and shall not be installed without the prior written approval of the Architectural Control Committee. It is specifically intended that paving of any portions of Lots, other than for normal, reasonable driveways, shall be prohibited, and specifically that paving of Lots in order to provide exterior parking pads (other than normal driveways) shall be prohibited. No:

a. Statues, monuments, or lawn ornaments shall not be permitted; other than that normal temporary displays, such as Christmas and Easter displays, shall be permitted on a short term basis (no more than 60 days) of very short duration (no more than 60 days);

b. No vegetables or grains (including, but not limited to, tomatoes, corn, or other vegetables or cereal grains) shall be planted in any front yard or side yard;

Front yards and side yards shall be restricted to normal sidewalks, normal driveways, unusual and customary grass, trees, shrubs, flowers and other landscaping materials.

No seasonal decorations, such as Christmas decorations, may remain on any Lot or on any Building for a period of more than sixty (60) days.

Section 22. Fences and Walls. No fences, walls, or other structures or enclosures or pens of any kind or nature whatsoever, shall be installed or kept within any Lot without the prior approval, first obtained, of the Developer, the Board of Directors of the Association, or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under ARTICLE VII of this Declaration, and same must be approved in advance of use or placement or keeping within any Lot, in accordance with the Architectural Control provisions of ARTICLE VII of this Declaration.

Section 23. Fire Wood. No fire wood shall be stock piled or stored:

a. In the front yard of any Lot which faces any street or the Private Driveway;

b. In the side yard of any Lot which faces any street or the Private Driveway;

c. Within any portion of a Lot which faces a street or is readily visible from a street or from the Private Driveway;

d. On the Private Drive or the driveway of any Lot;

e. On any place on a Lot which is in plain view of a street or the Private Driveway.

Section 24. Exterior Storage. Exterior storage of boats, canoes, tricycles, bicycles, other similar vehicles, lawn mowers, tractors, any equipment of any kind or nature whatsoever (other than permanently installed swings or other playground equipment - which can only be located in a rear yard, in any event) is specifically prohibited. The outdoor placement of or storage of boats, canoes, trailers, materials, equipment or any other items on the outside portion of any Building shall be prohibited; with the provision that the placement of such functional items as patio and outdoor living equipment shall be permitted, and that the use of children's bicycles and play equipment (but not the storage of same) shall be permitted.

Section 25. Additional and Accessory Structures or Improvements, Fences, Pools and Other Ancillary Structures. No additional and/or accessory structure, improvement or fence of any kind

or nature whatsoever, nor any tennis court, stable, barn, dog house, dog pen, animal house, animal pen, garage, storage shed of any kind or nature whatsoever, nor any pool, pond, swimming pool, outdoor hot tub, wall, fence or building of any nature whatsoever, nor any shed, post, pole, storage shed, dog house, storage box, garage or any similar item of any nature whatsoever shall be erected upon any Lot, in addition to the basic Building, garage, patios, walks, decks, porches and similar improvements, or any reasonably similar replacement thereof, shall be placed or erected upon any Lot without the Architectural Control approval in accordance with ARTICLE VII of this Declaration.

Section 26. Above-Ground Swimming Pools/Trampolines. Above-ground swimming pools and similar structures (but not including hot tubs) and similar improvements shall be and the same are hereby expressly prohibited. No above-ground swimming pools shall be placed on any Lot, whether same is permanent or temporary in character. Trampolines, jumping jacks and similar devices shall not be allowed to be placed on any Lot on the exterior of the Building on any Lot. Hot tubs, which are approved pursuant to ARTICLE VII of this Declaration, shall be permitted.

Section 27. Additional Provisions Dealing with Maintenance. All portions of Lots, and Buildings thereon, including all lawns, landscaping, and all Buildings, structures and improvements situated on the Lots shall be maintained in a highly clean, neat, safe, sanitary, debris-free, weed and pest free, attractive and aesthetically pleasing condition, in good repair and condition, free and clear of all unsightly conditions including, but not limited to, weed infestation or growth, unmowed or improperly mowed, trimmed, edged, fertilized or weeded or weed controlled lawns, grass or landscaping, dead and dying vegetation, chipped and peeling paint, brickwork requiring tuckpointing, faded paint, roofs requiring repair, maintenance or replacement, and lawns requiring watering, mowing, weeding, fertilization or replacement. In the event any Lot Owner shall fail or refuse to maintain his property in as clean, safe, neat, attractive and aesthetically pleasing a condition as is reasonably possible, or if such standards are disputed by the Lot Owner, the Association's Board of Directors (if it elects to do so), by majority vote, may (among and in addition to other remedies provided by this Declaration) notify the Lot Owner of a deficiency and of a demand that same shall be corrected by the Lot Owner within seven (7) days of the date of notice. If the Lot Owner fails to correct the deficiency within the time provided, the Association, through its Board of Directors, may correct the deficiency as provided in Sections 4 and 7 of ARTICLE VIII of this Declaration, or Section 29 below, or Section 8 of ARTICLE VI, and the costs of correcting same shall be the sole responsibility of the Lot Owner, all as described in such Sections of ARTICLE VIII and in Section 29 below and in Section 8 of ARTICLE VI. While the Developer recognizes that "beauty is in the eyes of the beholder", it is the intention of this Declaration that this Development and the Lots therein be maintained in a conservative, meticulous manner, with complete regard to traditional values and aesthetics.

Section 28. Mowing and Trimming. All Lots must be mowed, trimmed, edged and maintained by the individual Lot Owners, regardless of whether or not a Building has been constructed thereon, so as to keep the grass at reasonable levels, and so as to maintain a well mowed and well maintained appearance.

Section 29. Enforcement. In addition to any rights and remedies provided to the Association, or the Developer, or any Lot Owner by this Declaration or by law for the enforcement of any of the uses and restrictions established in any ARTICLE of this Declaration, including, but not limited to

ARTICLE VII or this ARTICLE XI, and in addition to any other rights and remedies provided for in this Declaration or by law, the Board of Directors of the Association shall, in the event of a violation of any of the restrictions established by this Declaration in any of its ARTICLES, including (but not limited to) those set forth in ARTICLE VII or this ARTICLE XI, in its sole, absolute and unmitigated discretion, have each and all of the following additional rights, powers and authorities:

a. To deny to any Lots or any Owners which are in violation of the use restrictions or which are being used in violation of such use restrictions, any maintenance or other services which the Association might otherwise be required to provide or access or use of the Common Areas; and/or

b. To impose upon the Lot (and the Owners thereof), being used in violation of any of the use restrictions, a special assessment (by way of a fine), in such amount as the Association's Board of Directors, in its sole, absolute and unmitigated discretion shall deem appropriate, not to exceed Three Hundred Fifty Dollars ($350.00) per month during the continuance of the violation. [Such Special Assessment shall constitute a special Lot assessment upon the Lot (and the Owners thereof) subjected to the assessment. Such special assessment shall be payable to the Association, upon demand, and shall be added to (and become a part of), the other assessments to which the Lot (and the Owner thereof) is subject, and shall be enforceable in the same manner as is provided for the enforcement of other assessments under ARTICLE VI of this Declaration]; and/or

c. To deny to the applicable Lot, and the Owners, occupants, guests and invitees thereof, access to any Common Areas or Common Elements; and/or

d. To enter upon the Lot and to abate the violation or remove it, and to charge the cost of such abatement to the Lot and the Lot Owner as a Special Lot Assessment under Section 8 of ARTICLE VI, and/or Sections 4 and 7 of ARTICLE VIII, with it, and its employees, agents and contractors to have unlimited rights of access to the Lot of such Lot Owner for such purposes, as described in Section 1 of ARTICLE IX; and/or

e. To proceed as described in any of Sections 4, 6 or 7 of ARTICLE VIII.

With the exception of those situations involving a legitimate emergency, posing a danger to the safety of the properties or any portion thereof, or any of the residents thereof, or any guests or invitees therein, the Association's Board of Directors shall not, in the event of a violation or apparent violation of ARTICLE VIII or any of the use restrictions hereinabove set forth in this ARTICLE XI, seek to utilize any of those powers or remedies conferred upon it by subsections (a) through (e) of this Section 29, without first giving written notice of intention to do so to the Owners or occupants (in the event the occupants are different than the Owners) of the applicable Lot. Such written notice shall specify the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XI or the restrictions of any other ARTICLE, and shall notify the said Owners or occupants of the intention of the Association's Board of Directors to resort to one or more of the powers, authorities and remedies conferred upon it by such subsections (a) through (d). Such notice shall further give such Owners or occupants notice of the time and place at which such Owners or occupants may appear before a meeting of the Association's Board of Directors. At such meeting such Owners or occupants, and any other interested persons, shall be permitted to present such

evidence and/or arguments, both for and against the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XI or the restrictions of any other ARTICLE, as shall appear to be reasonably relevant to the issue as to whether the apparent violation exists or has occurred. Evidence presented to the Board may be taken under oath, or not under oath, as the Board, in its discretion, sees fit. Parties (including the Owners) appearing before the Board, shall be entitled to have an attorney represent them, should they desire to do so; provided that all costs and expenses incurred in connection with such attorney's representation shall be paid by the party utilizing the attorney's services. Formal rules of evidence shall not apply, but the Board shall utilize its best efforts to hear only such evidence, as would appear to be reasonably competent, and as would appear to be reasonably relevant to the issue as to whether the violation or apparent violation of the use restrictions hereinabove set forth has occurred, or is occurring. At the conclusion of the presentation of evidence to the Board, the Owners or occupants of the applicable Lot, and all other interested parties shall be permitted to present such arguments or statements to the Board as they shall deem proper and appropriate. Following the presentation of the evidence, and such statements or arguments, the Board shall make a determination as to whether the violation or apparent violation exists, or has occurred, and shall determine the fines to be imposed, or the other remedies to be utilized by the Board in attempting to terminate or remedy the violation or apparent violation. All decisions of the Board, in this regard, shall be by majority vote of those members of the Board who are present and voting. The presence of a majority of the Board of Directors shall constitute a quorum for all purposes under this Section 29. As soon as practicable following the decision by the Board, the Board shall notify the Owners or occupants of the applicable Lot of its decision, in writing and (in the event, the decision is that the breach or violation of the use restrictions has occurred, or is occurring), such writing shall further state the sum of the fine or fines to be imposed, and/or a description of the other remedies or powers to be exercised by the Board in an attempt to eliminate the breach or violation. The occupants or owners of the applicable Lot shall have five (5) days, from the date of delivery of such written notice to the Lot, to remedy or eliminate the breach or violation. In the event the breach or violation is not remedied during such five (5) day period, then the action of the Board of Directors, commencing on the sixth (6th) day following the delivery of such notice, shall be in full force and effect, and the fines or other remedies described in the written notice from the Board of its decision (or other remedies described in such decision) shall be in full force and affect, and shall be applied or imposed, beginning with the said sixth (6th) day. Where a Lot is occupied by a person or persons other than the Owners, the Board of Directors, where it is reasonably practicable to do so, shall notify both the occupants and the Owners of a hearing before the Board of Directors, of the type hereinabove described, and of the Board's decision and intentions, as hereinabove described.

Any action taken by the Association's Board of Directors in accordance with this ARTICLE XI shall be conclusive and binding upon the Lot Owner and the occupants of the Lot, unless the Lot Owner of the Lot seeks a judicial review of the actions of the Board of Directors under the provisions of Chapter 536 of the Revised Statutes of Missouri, the Administrative Procedure Act, as it is in effect in the State of Missouri. The Association's Board of Directors, the Association, and each Lot Owner shall be deemed to have conclusively contracted and agreed that procedures conducted by the Association's Board of Directors under this Section 29 are contested cases, which are subject to the Administrative Procedure Act of the State of Missouri, as same appears in Chapter 536 RSMo., and that appeals or reviews of the actions of the Board of Directors under the provisions of this Section 29 shall be taken only in accordance with the provisions of Sections 536.130, *et seq.*,

of the Administrative Procedure and Review Act as same is in effect in Chapter 536 RSMo. In the event review of a decision of the Board of Directors is not sought by a Lot Owner, in accordance with the requirements of this Section 29, then the Lot Owners shall be conclusively bound by the decisions of the Board of Directors. If the Lot Owner does seek review of the actions of the Board of Directors, and if the Board has caused a reasonable record to be made of the proceedings before it, and, at the request of the Lot Owner, provides such record to the court or the Lot Owner, then the inquiry of the court which seeks to review the actions of the Board of Directors shall extend to the following and only to the following:

(1) Is the action of the Board of Directors in violation of constitutional proceedings;

(2) Is the action of the Board of Directors in excess of the authority granted to the Board of Directors by this Declaration, or in excess of any limitation imposed by the statutes of the State of Missouri or other applicable laws of the State of Missouri;

(3) Is the action of the Board of Directors unsupported by competent and substantial evidence upon the whole record;

(4) Is the action of the Board of Directors, for any other reason, unauthorized by law;

(5) Was the action of the Board of Directors made upon an unlawful procedure or without a fair trial;

(6) Was the action of the Board of Directors arbitrary, capricious or unreasonable;

(7) Did the action of the Board of Directors involve an abuse of discretion?

The action of the Board of Directors shall be reviewed by a court of competent jurisdiction solely for the purposes of making the determinations set forth in subparts (1) through (7). The court shall review the action of the Board of Directors based solely upon the record adduced at the proceedings before the Board of Directors. The court shall hear the case without a jury and shall not take additional evidence. The court may render a judgment affirming, reversing or modifying the Board's determination and order, and may order the Board to reconsider the case in light of the court's opinion and judgment, and may order the Board to take such further action as the court may find proper and appropriate. However, the court shall not substitute its discretion for the discretion legally vested in the Board of Directors. Appeals may be taken from the judgment of any reviewing court, which reviews the action of the Board of Directors, as in other civil cases.

The Developer for each Lot located within the Property, hereby covenants, on behalf of the Developer and the Developer's successors, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to the provisions of this Section 29, and to the rights, powers, remedies and

authorities imposed within the Association's Board of Directors by this Section 29, and to waive any right to recourse against, or damages from, or claims or complaints against, the Association's Board of Directors, or the Association, or any members of such Board of Directors or such Association, which may arise out of any exercise by the Association or its Board of Directors of the rights, remedies, powers and authorities provided by this Section 29. In addition, should the Association, or its Board of Directors, by reason of a violation of the restrictions set forth in ARTICLE VII or this ARTICLE XI or any of the other Articles of this Declaration, seek from any Court any temporary restraining order, restraining order, injunction, temporary injunction, preliminary injunction or similar relief, all requirements, of any kind or nature whatsoever, that the Association, or its Board of Directors post an injunction bond, or a bond, or a surety bond, or any type of bond of any kind or nature whatsoever, shall be and the same are hereby waived by each Lot Owner, and by the Developer (on behalf of themselves and on behalf of their successors, and each and all successors in ownership to any Lot). The Developer for each Lot located within the Property hereby covenants, on behalf of the Developer and the Developer's successors, and each Owner of any Lot by acceptance of a Deed therefor shall be deemed to covenant and agree, that the Association shall, upon presentation to a Court having appropriate jurisdiction of a petition seeking a temporary restraining order against a violation or threatened violation of the use restrictions hereinabove set forth, be fully entitled to receive such temporary restraining order, ex parte, without the necessity for the posting of any bond, injunction bond, surety bond or other type of bond of any kind or nature whatsoever. The Developer, on behalf of the Developer and the Developer's successors in ownership of any portion of the properties, and each Owner of any Lot by acceptance of a Deed therefor, recognize that strict compliance with the use restrictions hereinabove set forth in ARTICLE VII or any of the other Articles of this Document or this ARTICLE XI and with the requirements of ARTICLE VIII, is of the utmost importance to the protection of the Properties, and the value thereof, and that a breach or threatened breach of said restrictions would cause substantial damage to the Properties, and the Lot Owners, and the occupants of the Properties, and would constitute a substantial threat to proper enjoyment of the Lots by the Owners and/or occupants thereof. Strict performance of, and observation of, and compliance with, the use restrictions hereinabove set forth in this Declaration, including ARTICLES VII and VIII and this ARTICLE XI is, therefore, of the essence.

There shall be no requirement that the Board proceed as described in this Section 29, as opposed to its proceeding, or its designee's proceeding, in the manner described in any of Sections 2, 3, 4, 6 or 7 of ARTICLE VIII of this Declaration, or Section 8 of ARTICLE VI of this Declaration, or Section 27 of this ARTICLE XI, and the Board may proceed as described in any of such Sections without engaging in the hearing or proceedings provided for by this Section 29, if it, in its reasonable discretion, elects to do so.

Section 30. No Waiver Other Than by Express, Written Waiver/Selective Enforcement Permitted and Agreed To. Any provisions or purported provisions of law to the contrary notwithstanding, the Developer, the Association, its Board of Directors and/or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under ARTICLE VII of this Declaration, and/or any Lot Owner or Owners, shall not be held to have waived, and shall not have waived, the rights to enforce or to seek enforcement of any of the provisions of this Declaration, including, but not limited to, the provisions of ARTICLE VII above or this ARTICLE XI, by reason of the fact that he, she, they or it have, form time to time, not enforced or chosen not to enforce any of the provisions of ARTICLE VII above or this ARTICLE XI, or any of the other provisions of this

Declaration. No provision and no requirement and no restriction of this Declaration, including, but not limited to, those of ARTICLE VII above and this ARTICLE XI, shall be subject to being impliedly waived or to implied waiver, or to any contention of waiver, unless a written document providing for such waiver is executed by the party against whom the waiver is sought to be charged. Each Lot Owner, by acquiring such Lot Owner's Lot, shall be deemed to have agreed and shall have expressly agreed to all of the provisions of this Section 30, and shall be deemed to have agreed that the provisions of this Declaration, and the provisions of the restrictions of this Declaration, including, but not limited to, the provisions of ARTICLE VII above and this ARTICLE XI, may be selectively enforced by the Developer, the Board of Directors of the Association, its Architectural Control Committee or any Lot Owner or Lot Owners. For example, the Board of Directors of the Association may choose to enforce the restrictions of this ARTICLE XI so as to prohibit certain types of improvements or structures or uses which would otherwise be prohibited pursuant to this ARTICLE XI, while not seeking to prohibit or to enforce the provisions of this ARTICLE XI or this Declaration as to other uses, structures or improvements which would be similarly prohibited by this Declaration. Reasonable selective enforcement of the provisions of this Declaration is specifically contemplated, and the Developer, the Board of Directors of the Association, and its Architectural Control Committee and each Lot Owner seeking to enforce any of the provisions of this Declaration shall be and they are hereby vested with reasonable discretion to determine when, and under what circumstances, and for whatever reasons, the provisions of this Declaration shall be sought to be enforced, or the provisions of this ARTICLE XI or the provisions of ARTICLE VII above shall be sought to be enforced, and the fact that they seek to enforce provisions on certain occasions and not on others shall not constitute a defense to any actions brought to enforce any of the provisions of this Declaration. The Board of Directors of the Association, the Developer, the Architectural Control Committee of the Board of Directors of the Association, or any Lot Owner or Lot Owners may, therefore, for good and valid reasons, which are reasonably applied, engage in selective enforcement of these covenants and the provisions of these covenants and the restrictions of ARTICLE VII above and this ARTICLE XI.

For example, the Developer, the Board of Directors of the Association, or its Architectural Control Committee may elect to allow, without the need to seek Architectural Control approval, certain types of basketball goals, while prohibiting yet other types of basketball goals, if the Board of Directors, the Developer or the Architectural Control Committee reasonably determines that certain types of basketball goals are not damaging to the quality or value of the Development or of any Lot or any part of the Property, while other types of basketball goals are so damaging. The Developer, the Architectural Control Committee of the Board of Directors of the Association, or the Board of Directors of the Association, whoever or whichever then holds the Architectural Control Powers hereunder, may allow certain types of play structures to appear on Lots, and yet prohibit other types of play structures from being located on Lots.

Under no circumstances shall a Lot Owner be heard to claim that any of the provisions of this Declaration have become void or unenforceable by reason of:

a. Estoppel;

b. Waiver, expressed or implied;

c. Non-enforcement of same; or

d. Selective enforcement of same.

Even though certain structures or improvements may be installed which violate provisions of this Declaration, and same remain for some period of time, the Board of Directors of the Association, the Developer or the Architectural Control Committee may thereafter seek to require the removal of such structure or improvements.

Section 31. Waiver of Statute of Limitations. The provisions of any statute of limitations, which would purportedly restrict any claim for relief under this Declaration, or any claim for enforcement of any of the provisions of this Declaration, to a period of less than five (5) years from the date of the event causing the effort to obtain relief or the initiation of a proceedings to enforce any of the provisions of these covenants, is hereby waived, including, but not limited to, any provision of Section 516.095 RSMo., which would restrict enforcement of covenants relating to buildings or other visible improvements to a period of two (2) years. The five (5) year general statutes of limitations, as it is in effect in the State of Missouri, shall apply to all of these covenants and all provisions and restrictions of these covenants, and to any actions to enforce or to seek to enforce these covenants, and any lesser period of limitations or the benefit of any lesser period of limitations shall be waived by the Lot Owner of each Lot and shall be deemed to have been waived by the Lot Owner of each Lot upon the acquisition of such Lot Owner's Lot.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. The Developer, or the Developer's assignee of the Developer's rights as Developer hereunder, or the Association, or any Lot Owner or any Owner of any Lot, shall have the right to enforce, by any proceedings, at law or in equity, any covenants, restrictions or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Developer's assignee, the Association or any Lot Owner to enforce any covenants or restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

Section 2. Attorney's Fees. If any party shall seek to enforce against any other party any of the provisions of this Declaration, by legal or equitable proceedings, then the prevailing party in such proceedings shall receive from the other party to such proceedings, in addition to such other rights and remedies to which such prevailing party shall otherwise be entitled, such prevailing party's reasonable costs, expenses and attorney's fees incurred in connection with such proceedings, and in the preparation for such proceedings, and shall be entitled to judgment for such attorney's fees, costs and expenses.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions, easements, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be

enforceable by the Association, and the Owner of each Lot subject to this Declaration, and the Developer, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than sixty percent (60%) of the Lot Owners has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. During the first twenty (20) year period of this Declaration, it may be amended in whole or in part only by an instrument signed by the Developer [so long as it holds Class B voting rights and/or any Architectural Control Rights], and the Owners of not less than sixty percent (60%) of the Lots (including the Lots owned by the Developer, so long as the Developer owns any Lots). Any amendment so made may not reduce the Developer's Class B voting rights or any of his development rights or Architectural Control rights, and may not otherwise adversely affect the Developer's rights hereunder unless the Developer specifically consents to said amendment. Any amendment made in accordance with this Section 4 shall be binding upon all Lot Owners. All amendments to this Declaration shall be recorded in Boone County, Missouri.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

Section 7. Titles and Captions. The titles or captions of the various provisions of this Declaration are not part of the covenants hereof, but are merely labels to assist in locating paragraphs and provisions herein.

ARTICLE XIII
DRAINAGE EASEMENTS AND DRAINAGE

Section 1. Drainage Easements. There may be references to "Drainage Easements" on the Plat. Such Drainage Easements are hereby established in favor of the Association, and in favor of the City of Columbia. It is intended that the land subject to such Drainage Easements, if not utilized by the City of Columbia or the Association, shall nevertheless be subject to the following requirements:

a. The land shall be used for reasonable surface water drainage and passage of surface water and storm water;

b. If any creek, ditch or other normal drainageway now exists within the boundaries of any of such easements, then same shall not be blocked, or altered without the prior written approval by the Developer so long as the Developer holds architectural control powers and thereafter by the Association's Board of Directors or its Architectural Control Committee;

c. Normal drainage of surface water and storm water over the land subjected to such easements shall not be blocked or interfered with;

d. The Developer (or the Board of Directors or Architectural Control Committee, if it then holds architectural control powers) may require, in the Developer's discretion or its discretion, that the Plans and Specifications to be submitted, show and demonstrate the provisions which will be made in order to drain water including storm water and surface water, over, across and within the Drainage Easement (including surface water and storm water passing from other Lots real estate);

e. Lot Owners shall be required to diligently cooperate with each other (using the utmost good faith) in order to make reasonable accommodation for drainage of surface water over the land within Drainage Easements, and in order to reasonably share drainage needs;

f. Where it is reasonable and appropriate, a Lot Owner of a Lot imposed with a Drainage Easement must make reasonable accommodations for the drainage of water, and may (if it is reasonable to do so) install or improve ditches, drainways or underground drainage structures (subject, however, to the overriding right to any public entity, such as the City of Columbia, to utilize the land subject to the Drainage Easement as a Drainage Easement in such manner as it finds to be appropriate for the drainage of water);

g. If there is a dispute among Lot Owners over the utilization of a drainway, or Drainage Easement, or land subject to a Drainage Easement, for drainage purposes, then such dispute may, in the discretion of the Board of Directors of the Association, be resolved by the Association's Board of Directors, and all determinations made by the Board of Directors in this respect shall be binding upon all parties, provided only that such determinations are made reasonably and in good faith;

h. If there is a substantial drainageway, ditch, creek or similar drainway, which runs within a Drainage Easement, then same shall be automatically considered to be a "Common Element" of the Development, and, to the extent same is not publicly maintained by the City, same may, in the discretion of the Association Board, be maintained, repaired or replaced by the Association, as a Common Element of the Development. Any such substantial drainway, creek, ditch or other drainage structure or improvement may, in any event, be maintained, repaired and replaced by the Association or its Board, through the use of the Maintenance Fund, in such Board's discretion. The Association or its Board may also enter into agreements with Boone County, Missouri, or anyone else for sharing of costs of maintenance, repair, replacement or upgrading of any such drainage or drainway in the Development;

i. Drainageways, creeks, ditches and drainage structures which serve a substantial number of Lots, as opposed to only a limited number of Lots, shall be considered to be improvements which can be made, maintained, repaired, replaced or improved by the Association, through the use of Special Assessments, as described in Section 7 of ARTICLE VI of this Declaration, so that if a substantial number of Lots are drained by or are served by a substantial drainage, drainway, drainage structure or similar improvement, then the Association and its Board

of Directors, in the discretion of the Board, shall the authority to provide funds for the maintenance, repair, replacement, enhancement, upgrading or improvement of same;

j. If there is a substantial swale, drainageway, ditch, creek, drainage structure or similar drainway which runs within a drainage easement and which is, for any reason, not maintained by the City or any other governmental authority having jurisdiction over the Development, or is not approved by the City or such governmental authority, as reasonably required to achieve reasonable drainage of Lots served thereby, then such drainageway, ditch, creek, swale, drainage structure or similar drainway, to the extent not publicly maintained or improved or replaced by any governmental authority, may, in the discretion of the Association's Board of Directors, be maintained, repaired, replaced, altered or improved by the Association as a Common Element of the Development. Any such substantial swale, drainway, creek, drainageway, ditch or other drainage structure or improvement may, in any event, be maintained, repaired, replaced, altered or improved by the Association or its Board, through the use of the Maintenance Fund, in such Board's discretion. The Association or its Board may also enter into agreements with the City or any other governmental authority having jurisdiction over the Development, or anyone else, for sharing of costs of maintenance, repair, replacement, improvement, construction or upgrading of any drainage, drainway or drainage structure within the Development;

k. The Association's Board of Directors may establish such rules and regulations with respect to any drainage easement or drainageway which the Association's Board of Directors finds to be appropriate;

l. If the City elects to improve any drainageway or drainage, then all costs expended by the City, and which are charged to any Lots, may be apportioned and shall be apportioned by the Board of Directors of the Association among all Lots benefitted by (or which in the opinion of the Association's Board of Directors may be benefitted by) the improvement;

m. No fence, wall, structure, berm or landscaping that will interfere with the free flow of water shall be placed within any Drainage Easement, or any natural water course, including any ditch, swale or other natural drainageway.

Section 2. Drainage/Surface Water Drainage and Groundwater. Each Lot Owner of each Lot must proceed, reasonably, in dealing with drainage of and across, such Lot, and in dealing with surface water to be drained from and across, such Lot Owner's Lot. No Lot Owner shall unreasonably block, interfere with or obstruct the flow of surface water from other Lots and property, across such Lot Owner's Lot. Reasonableness in dealing with groundwater and surface water is required.

Section 3. Responsibility for Drainage. It shall be the responsibility of the Lot Owner of each Lot to provide for adequate drainage from such Lot Owner's house/dwelling/building. Neither the Developer, nor any Architectural Control Committee, nor the Association nor its Board, shall have any liability, obligation or responsibility, under the Architectural Control provisions of this Declaration, or otherwise, to assure a Lot Owner, or any Lot Owner of any other Lot, of adequate or appropriate drainage of groundwater, surface water or storm water. The responsibility to provide for adequate drainage shall be the responsibility of the Lot Owner and the Lot Owner's Builder and

the Builders of Dwellings, and shall not be the responsibility of the Developer of the Association or its Board of Directors. Nevertheless, all Lot Owners must proceed reasonably, and in good faith, and must design their Buildings and structures, in accordance with sound design, building and construction practices, so as to provide for adequate drainage thereof, and also so as to not unreasonably obstruct or interfere with drainage of surface water/groundwater from other Lots or through natural drainage ways. The erection of dams or berms to prevent the reasonable flow of groundwater/surface water shall be prohibited.

Section 4. Discretion in Board of Association. Since storm water is a matter of substantial concern, the Board of the Association shall have substantial authority and discretion, and is hereby given substantial authority and discretion, to take all actions which it, on its part, finds to be reasonably necessary to deal with storm water concerns (including storm water detention concerns) which relate to or affect a substantial number of Lots within the Development, or the public safety, health and welfare of a substantial number of Lot Owners, including, but not limited to:

a. Entering into agreements with the City to deal with storm water concerns or to provide storm water detention facilities or to improve or provide drainageways for storm water or to enhance drainageways for storm water;

b. Establishing, maintaining, repairing, altering, improving or replacing drainageways located at any location within the Development;

c. Imposing restrictions on Lot Owners in order to provide for the adequate drainage and disposal of or detention of ground water, surface water or storm water;

d. Imposing reasonable requirements on Lot Owners with respect to ground water, surface water or storm water or the passage or draining or detention of same.

The Board of the Association may elect to pay all costs of taking any such actions from the Maintenance Fund, or, alternatively, to impose Special Assessments for such costs on all Lots or only on the Lots which are directly affected by any actions which the Board finds to be appropriate.

Section 5. Landscaping, Berms and Fences. No landscaping, berms, fences or other structures or improvements shall be installed in any Drainage Easement, or shall be installed on any Lot in such manner as to impede or divert, in any fashion whatsoever, reasonable storm water drainage from adjacent Lots or improvements.

Section 6. Gutters and Downspouts. Gutters, downspouts or any means of transporting storm water may not be extended into the rear, front or side building setback requirements as established by the Plat or by any applicable City of Columbia ordinance.

Section 7. Minimum Floor Elevations. The Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under ARTICLE VII of this Declaration, may or may not, as such party finds it appropriate, recommend floor elevations for Buildings to be placed on each Lot within the

Parcel. For example, the following language (or similar language) may appear on a drawing, sketch, plat or survey of a Lot:

> "The minimum recommended floor elevation for the Building to be placed on this Lot is _____. This elevation is given to help prevent future flooding problems, for the Building located on the Lot and other Buildings located within the Development. This will not prevent leakage due to improper construction, landscaping or drainage on this or surrounding properties.
>
> The recommended drainage structure for this Lot is shown. The Buyer shall hold the Seller harmless in the event a different drainage structure is used for this Lot or if the recommended drainage is altered in any way, or the Building placed on the Lot is not installed at the minimum recommended floor elevation for this Lot."

If a minimum floor elevation is recommended then, such recommendation notwithstanding, the responsibility for properly building the Building, and for placing the Building at the appropriate level, and for providing appropriate drainage to and from the Building, and for the drainage of surface water and ground water to and from the Building and from adjacent properties, shall rest entirely with the Lot Owner and the Lot Owner's Builder, and not with the Developer, the Board of the Association, or its Architectural Control Committee, even if such Developer, Board or Architectural Control Committee shall have made recommendations as to minimum floor elevations, as described above.

Section 8. No Responsibility of Developer. The Developer shall have no liability or responsibility for drainage or ensuring proper drainage to and from Buildings, Residences, dwellings or structures, even though it may make recommendations as to same. All such responsibilities shall lie solely with the Builder and the Lot Owners.

Section 9. Reasonableness. It shall be the obligation of each Lot Owner to act in a wholly reasonable fashion in dealing with ground water, storm water, surface water and drainage issues. No Lot Owner shall take any unreasonable actions which would, in any manner or respects, adversely affect drainage of ground water, storm water or surface water, or any adjacent Lot.

Section 10. Standing Water. Each Lot Owner shall take all actions which are reasonably required to prevent the presence thereon of any standing or pooled water for any substantial period of time.

ARTICLE XIV
DISPUTE RESOLUTION/LIMITATION ON LITIGATION/MEDIATION AND ARBITRATION

If there is at any time a dispute between and among any Lot Owner(s), any Builder(s), the Developer and/or the Association, its Board of Directors, or any member of such Board of Directors or any officer of the Association, or any manager or management company employed by the Association or its Board of Directors, or between or among any of such persons or parties, or

between or among any parties or persons bound by the Declaration, which such disputes concern the application of this Declaration, any of the provisions of this Declaration or performance in accordance with any of the provisions of this Declaration, or any of the terms, covenants, conditions, provisions or restrictions of this Declaration, or enforcement of any of same or the application of any of same, or the management of running by the Association or its Board of Directors, or the fairness or propriety thereof [but excluding actions for the enforcement of Assessments or for the enforcement of liens, or charges or Assessments levied in accordance with the provisions of ARTICLE VI of this Declaration], then all such disputes shall be resolved solely in accordance with the provisions of this ARTICLE XIV.

The Developer, on behalf of the Developer and all present and future Lot Owners, and the Association, and all other persons and parties, hereby agrees that the following provisions of this ARTICLE XIV shall furnish and provide the sole provisions and remedies for the resolution of all such disputes [excluding, however, actions for the enforcement of Assessments or for payment of Assessments, or enforcement of the liens for such Assessments], and agrees that if any such disputes shall ever arise, the following provisions shall be in effect:

Section 1. Mediation. The disputing parties shall mutually agree upon a mediator who shall be disinterested, but who shall have reasonable competence and experience in the area of the issues involved in such dispute. If the parties are unable to agree upon such a mediator then such mediator shall be selected as hereinafter described in this Section 1. The mediator shall not have the right to enforce a settlement upon the parties, but instead the parties shall use the mediator to try to crystallize and clarify their respective positions and to participate in mediation discussions which, hopefully, will lead to a resolution of the dispute. In order to invoke this portion of this Agreement and to obtain the mediation of the dispute [and submitting the dispute to mediation shall be mandatory and not discretionary], the disputing parties shall proceed in the following manner:

a. Either such party who is not satisfied with an impasse concerning any issue shall be entitled to require that the pending dispute between the parties be submitted to mediation pursuant to the provisions of this Section 1;

b. A party may invoke the provisions of this Section 1 by sending written notice to the other parties, demanding mediation of a particular dispute. Said notice shall be dated and shall be given in the manner provided for by this Agreement (and if such party is known to be represented by such attorney such notice shall also be given to such attorney). Such notice shall specify the issue or issues to be made the subject of the mediation proceeding.

c. Upon receipt of the notice the parties shall seek to mutually agree upon a mediator who is acceptable to both parties and who has no financial or personal interest in the issues in dispute or in any of the parties and who is not related to any of the parties and who has no financial or personal interest in the outcome of the mediation proceedings. If the parties cannot agree upon such a mediator then such mediator shall be selected by that person who then directs, heads or supervises the Dispute Resolution Service or Alternative Dispute Resolution Service, or any similar service or department of the University of Missouri - Columbia School of Law (by whatever name that service is then known), or of any dispute resolution service then offered by the University of Missouri - Columbia School of Law (hereafter referred to as the "Law School Dispute Resolution

Service"), but if such mediator cannot be so selected, then such mediator shall be selected by the office of the American Arbitration Association having jurisdiction over Columbia, Boone County, Missouri ("the AAA"), in accordance with the rules of the AAA then applicable to mediation and arbitration of commercial disputes. All costs and expenses incurred in obtaining the mediator, and all fees to be paid to the mediator, and all reasonable expenses incurred in connection with the mediation (excluding the attorneys' fees and individual expenses of the disputing parties) shall be equally shared by the disputing parties. However, each party shall pay such party's own lawyer or attorney and all expenses personally incurred by such party.

d. As soon after the selection of the mediator as is reasonably possible the parties (and their attorneys, if any), and any other persons whom they request to be present, shall meet with the mediator and shall fully and frankly discuss with the mediator the nature and extent of the controversy or controversies between the parties. Thereafter the parties and the mediator shall bargain in good faith to seek to resolve said disputes in a manner which is acceptable to all parties and reasonable under the circumstances.

e. The mediation shall occur in Boone County, Missouri, unless the disputing Parties agree to mediation elsewhere.

Section 2. Arbitration. If the disputing parties are unable, through the mediation process described in Section 1 above, to reach an agreement between themselves on a particular dispute (and only after mediation efforts as described in Section 1 above have failed - such mediation shall be mandatory and not optional) any party to such dispute may demand the arbitration of that dispute by referring the dispute to binding **ARBITRATION.** Such arbitration shall be mandatory and shall be conducted in the following manner:

a. The provisions of this Section 2 shall be applicable to all disputes which are subject to this ARTICLE, and shall be required as to all disputes whatsoever.

b. Either of the Parties on either side of the dispute may demand arbitration by written notice to the other parties on the other side of the dispute. Such written notice ("the Notice of Arbitration" or "the Notice" or "the Demand"), shall specify:

(a) The issues to be arbitrated, which shall be specifically described;

(b) If the matter in dispute is greater than One Hundred Fifty Thousand Dollars ($150,000), then the identity of an Arbitrator selected by the party serving the Notice ("the First Arbitrator"). [Note: If the matter in dispute is greater than $150,000, then the party serving the notice must specify the identity of a First Arbitrator in such Notice. If the matter in dispute is $150,000 or less, then the party serving the Notice may or may not identify a First Arbitrator in the Notice. If the matter in dispute is $150,000 or less, and the party serving the Notice does not, in such Notice, identify a First Arbitrator, and the parties do not agree upon an Arbitrator, then arbitration shall occur in the manner described in paragraph 9 of this Section 2 of this ARTICLE XIV, as such paragraph 9 appears below; provided that all other provisions of this ARTICLE XIV shall remain in effect; meaning that arbitration shall proceed in accordance with this ARTICLE XIV, but shall be conducted as described in paragraph g. below, before a single Arbitrator.]

(c) A specific statement of the position taken by the party serving the notice as to the issues to be arbitrated;

(d) The contentions as to the facts which support such position; and

(e) A specific description of all documents relating to the issues to be arbitrated upon which the party serving the notice of arbitration intends to rely;

(f) The identification (names, addresses and telephone numbers) of the witnesses whom the parties serving the Notice or Demand of Arbitration expects to call as witnesses.

Such notice of arbitration may be referred to herein as "the Notice of Arbitration" or "the Notice" or "the Demand".

Any provisions of this ARTICLE notwithstanding, if the sole remedy being sought is an injunction, a restraining order, enforcement of a lien, specific performance or other equitable remedy, then the amount in dispute shall be deemed to be less than One Hundred Fifty Thousand Dollars ($150,000.00), and all such disputes shall be resolved before a single Arbitrator.

c. Within fifteen (15) days following the receipt of the Demand the party upon whom the Demand is served shall serve upon the party who served the Demand a response to the Demand ("the Response"). If the amount in dispute or the matter in dispute, or the damages sought or which might be sought, is (are) One Hundred Fifty Thousand Dollars ($150,000) or less, and if the party serving the Notice of Arbitration has, therein, identified a First Arbitrator, then the party serving the Response may either agree to Arbitration before the First Arbitrator, or may, in the Response, object to the First Arbitrator, in which event the Arbitrator shall be selected by agreement of the parties and, in the absence of such agreement, in accordance with paragraphs f and g below. If the amount in dispute or the matter in dispute, or the damages sought, or which might be sought is (are) greater than One Hundred Fifty Thousand Dollars ($150,000), then the party serving the Response shall, in the Response, identify an Arbitrator selected by the party serving the Response ("the Second Arbitrator"), and if the party serving the Response fails, in the Response, to identify a Second Arbitrator, or no Response is served, then arbitration shall proceed before the First Arbitrator identified in the Notice of Arbitration, but shall otherwise proceed in accordance with the provisions of the rules set forth in Section 2 of this ARTICLE XIV. In the Response, the party serving the Response shall further set forth, specifically and in detail: (a) a description of any additional issues, if any, to be arbitrated in addition to those specified in the Demand; (b) a specific statement of the position of the party serving the Response upon the issues to be arbitrated as described in the Demand and as described in the Response; and (c) the contentions of fact which purportedly support such positions; and (d) a specific description of any documents to be relied upon by the party serving the Response; and (e) the identification (including names, addresses and telephone numbers) of the witnesses to be called by the party serving the Response. As noted in above in this paragraph c, if the matter in dispute is in excess of One Hundred Fifty Thousand Dollars ($150,000), then the party serving the Response may (but need not), in the Response, indicate that the party serving the Response either agrees to arbitration by the First Arbitrator (in which event the Dispute shall be arbitrated by such First Arbitrator, as a Single Arbitrator, any of the

provisions of this Section 2 of this ARTICLE XIV notwithstanding), or may identify a Second Arbitrator.

d. Within fifteen (15) days following receipt of the Response the party upon whom the Response is served may serve a reply to such Response, if such party elects to do so, but no such reply shall be required.

e. The Demand for Arbitration and the Response shall frame the issues to be arbitrated, and the issues shall be limited to those specified in the Demand and the Response. However, with approval of the Arbitrator or Arbitrators, the Demand for Arbitration and the Response may be amended, and same shall be allowed to be amended for reasonable cause. The Arbitrator(s) shall permit amendment with reasonable cause, unless the amendment would cause substantial prejudice to the other party. The Arbitrator(s) shall specifically permit amendments, when justice would reasonably require that such amendments be permitted, if facts which were unknown become known, or witnesses are later identified or documents are later discovered or identified, or if it is otherwise reasonable that a demand or response be amended.

f. Any provisions of this Section 2 of this ARTICLE XIV to the contrary notwithstanding, if in the Notice of Arbitration, the party serving such notice identifies a First Arbitrator, and:

(i) The amount in dispute, or the matter in dispute, or the damages sought or which might be sought is (are) One Hundred Fifty Thousand Dollars ($150,000) or less, and there is no Response to the Notice of Arbitration, or such Response fails to contain an objection to the First Arbitrator; or

(ii) The amount in dispute or the matter in dispute, or the damages sought or which might be sought, is (are) greater than One Hundred Fifty Thousand Dollars ($150,000), and no Response is made, or the party making such Response fails to identify a Second Arbitrator,

then, in either such event, arbitration shall proceed before the First Arbitrator identified in the Notice of Arbitration, in accordance with the provisions of this Section 2 of this ARTICLE XIV. Furthermore, the parties can agree upon a single Arbitrator, who will arbitrate the dispute, regardless of the amount of the dispute, in which event arbitration shall proceed before such agreed upon Arbitrator in accordance with the rules set forth in this Section 2 of this ARTICLE XIV. Furthermore, the parties can agree to amend any of the rules provided for by this Section 2 of this ARTICLE XIV.

g. If the sum in dispute or the matter in dispute, or the damages claimed or sought are One Hundred Fifty Thousand Dollars ($150,000.00) or an amount less than One Hundred Fifty Thousand Dollars ($150,000.00), then the Arbitration shall, and must, be conducted before a Single Arbitrator. If the Parties agree upon such Single Arbitrator, or the party serving the Response fails to object to the First Arbitrator, if any First Arbitrator is identified in the Notice of Arbitration, then Arbitration shall proceed before the agreed upon Arbitrator, or the First Arbitrator, as the case may be, and such Arbitration shall proceed in accordance with the provisions of the rules hereinafter provided for in this Section 2 of this ARTICLE XIV, except to the extent that the parties shall

otherwise agree. If the amount in dispute, or the matter in dispute, or the damages claimed or sought, are One Hundred Fifty Thousand Dollars ($150,000), or a lesser amount, and either:

(a) The party serving the Notice of Arbitration fails to specify, in such Notice, the First Arbitrator, and the parties are unable to agree upon an Arbitrator; or

(b) A First Arbitrator is identified in the Notice of Arbitration and the party serving the Response to such Notice objects to the First Arbitrator, and the parties are unable to agree upon an Arbitrator,

then, in such event, Arbitration shall proceed and be conducted, through the auspices of the Law School Dispute Resolution Service, before an Arbitrator selected by the head of, the director of, or the supervising official of such Law School Dispute Resolution Service, or if Arbitration cannot be conducted before such Law School Dispute Resolution Service, then such Arbitration shall be conducted through the AAA, through the auspices of the AAA office having jurisdiction over Columbia, Boone County, Missouri, and shall be conducted pursuant to the rules and regulations for resolution or arbitration of commercial disputes of the AAA, as such rules shall then be in effect (provided that such rules shall, to the extent inconsistent with the provisions of this Section 2 of this ARTICLE XIV be modified to comport with the provisions of this Section 2 of this ARTICLE XIV). If such Arbitration proceeds before the AAA, then such Arbitration shall be conducted pursuant to any rules of the AAA for arbitration of smaller commercial disputes, on an expedited basis. If the Arbitration is to be conducted before the AAA, then the Arbitrator shall be selected by the AAA, in accordance with the rules of the AAA for the arbitration of commercial disputes; provided, however, that to the extent rules of the AAA for arbitration of small commercial disputes on an expedited basis, the dispute shall be arbitrated in accordance with such rules, on an expedited basis; provided that all such rules shall be modified, to the extent inconsistent with the provisions of any of the rules of arbitration set forth in this Section 2, so as to be consistent with the provisions of the rules set forth in this Section 2 of this ARTICLE VIII.

h. If the matter in dispute or amount in dispute is greater than One Hundred Fifty Thousand Dollars ($150,000.00), or the damages sought are greater than One Hundred Fifty Thousand Dollars ($150,000.00), and if the party upon whom the Demand is served fails to identify a Second Arbitrator in the Response, or no Response is made, then the Arbitrator shall be the First Arbitrator and Arbitration shall proceed before a Single Arbitrator, the First Arbitrator, in accordance with the rules specified in this Section 2 of this ARTICLE XV.

i. If the matter in dispute or amount in dispute is greater than One Hundred Fifty Thousand Dollars ($150,000.00), or the damages sought are greater than One Hundred Fifty Thousand Dollars ($150,000.00), and if the party upon whom the demand is served identifies a Second Arbitrator in the Response, and if, within ten (10) days following selection of the Second Arbitrator in the manner hereinabove described in this Section 2 if this ARTICLE XIV, the parties are unable to agree upon either:

– A Single Arbitrator before whom the Arbitration shall be conducted; or

– The identity of a Third Arbitrator, who shall sit with the First Arbitrator and the Second Arbitrator as a panel of Arbitrators,

then the First Arbitrator and the Second Arbitrator shall meet, and shall select within a period of twenty (20) days following the service of the Response as described in paragraph c above, a Third Arbitrator. If the Two Arbitrators selected in the manner described above fail to select a Third Arbitrator within such time period, then the Third Arbitrator shall be selected by the AAA, and by its office having jurisdiction over Columbia, Boone County, Missouri, and shall be selected in that manner provided for the selection of such Arbitrator by the then effective rules for arbitration of complex commercial disputes before the AAA. In such event, the arbitration shall be conducted before the AAA. Such rules of the AAA shall, however, to the extent inconsistent with the provisions of this Section 2 of this ARTICLE XIV, be modified to comport with the provisions of this Section 2 of this ARTICLE XIV.

j. If there is a Single Arbitrator, then all determinations shall be made by the Arbitrator. If there are three (3) Arbitrators, then all decisions shall be made by their Majority Vote.

k. If a Single Arbitrator is selected or is to be used, then such Arbitrator shall be an Arbitrator to which the matter described in the Demand and Response and any Reply to the Response shall be submitted at a hearing, to be held as soon as practicable after the Arbitrator has been selected, and the Demand and Response and any Reply to the Response have been submitted. A decision of such Single Arbitrator shall be binding upon the parties. If three (3) Arbitrators are selected, then such Arbitrators shall constitute a panel of Arbitrators, to which the matter described in the Demand and the Response and any reply to the Response shall be submitted at a hearing, to be held as soon as practicable after the Arbitrators have been selected. A decision of a majority of such panel shall be binding upon the disputing parties. The disputing parties may (but need not) be represented at the hearing of (the) Arbitrator(s) by counsel; provided, however, that the parties shall be responsible for paying all of their attorney's fees incurred in such representation, unless the Arbitrator(s) find the position of a party to be unreasonable or to have been asserted in bad faith, in which event the Arbitrator(s) may award the other party reasonable attorneys fees. Each party shall be responsible for paying the fee of the Arbitrator selected by such party. The parties shall share, equally, all fees of any Single Arbitrator, and all fees of the AAA, and all fees of any Third Arbitrator (if three Arbitrators are used) and any other expenses of the Arbitration (other than fees for their individual lawyers and expenses associated with presenting each party's case); except to the extent the Arbitrator(s) determine(s), reasonably, that it is equitable that the losing party pay the fees of the Third Arbitrator and any of the other expenses of the Arbitration, because the position of the losing party is found to be substantially without merit or to not be based on substantial facts, or is found to have been unreasonably asserted or to have been asserted in bad faith.

l. Any provisions of this Section 2 of this ARTICLE XIV notwithstanding, and except to the extent the disputing parties shall otherwise agree, any Arbitrator selected in the manner described above (including an Arbitrator selected by the AAA) must, by virtue of training, education or experience, have some reasonable degree of knowledge, experience or expertise in the area of the issues to be arbitrated; provided, however, that regardless of such expertise, any:

(a) Licensed attorney at law in the State of Missouri; or

(b) Present or retired professor of law, assistant or associate professor of law or instructor of law; or

(c) Recognized Member of a panel of arbitrators of the AAA or similar alternative dispute resolution organization; or

(d) Any Arbitrator designated to serve as such by the AAA; or

(e) Person who regularly practices as an Arbitrator, or mediator; or

(f) Retired state court or federal court judge or magistrate,

shall be a qualified Arbitrator.

m. The Arbitration shall occur in accordance with the rules set forth in this Section 2 of this ARTICLE XIV; provided, however, that if the Arbitration is to be conducted before or by the AAA, then the Arbitration shall proceed in accordance with the rules for arbitration of commercial disputes of the AAA then in effect; provided, however, that such rules of the AAA, to the extent inconsistent with any of the provisions of the rules set forth in this Section 2 of this ARTICLE XIV, shall be modified to comport with the provisions of the rules set forth in this Section 2 of this ARTICLE XIV. The rules set forth in this Section 2 of this ARTICLE XIV shall govern over any inconsistent rules of the AAA. The Arbitrator(s) shall have control of all proceedings, and shall specify and provide for reasonable procedures for discovery, including requirements for production of documents, further identification of witnesses and documents, the interviewing and deposing of witnesses, and other reasonable pre-hearing discovery procedures. The Arbitrator(s) shall have full and complete authority to dispose of the issues, by proceedings equivalent to motions for summary judgment, if controlling law would provide for such disposition. The Arbitrator(s) shall have full and complete authority to establish reasonable dates and times for hearings, and to extend the dates and times for hearings which would otherwise be specified by law, and to establish reasonable rules for all proceedings. While formal Rules of Evidence shall not be in place, all evidence must be reasonably competent and material. Any decision must be support by substantial and competent evidence. The Arbitrator(s) shall have the authority to authorize that testimony be provided, by witnesses, either personally, or by deposition, or (if the Arbitrator(s) finds it appropriate) by sworn affidavit.

n. Awards shall include the Arbitrator(s) written, reasoned opinion. Resolution of the dispute shall be based solely upon the applicable law governing the claims and defenses plead, and the Arbitrator (s) may not invoke any basis (including, but not limited to, notions of "justice" or "just cause"), other than controlling law. Where the provisions for this Agreement are applicable or are in dispute, such provisions must be fairly and reasonably construed, in accordance with applicable law, and must be applied, and this Agreement must be followed. The Arbitrator(s) may not provide for any relief or remedy, other than that which could be granted by a court of competent jurisdiction. Any decision of the Arbitrator(s) must be supported by substantial and competent evidence. The provisions of this paragraph n notwithstanding, the following provisions shall also be in effect:

(a) Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other Parties if the arbitration proceedings involve common issues of law or fact. Consolidation will be by the order of the Arbitrator(s) in any of the pending cases, or if the Arbitrator(s) fail(s) to make such an order, any Party may apply to any court of competent jurisdiction for an order, and the other Parties to this Agreement consent to such an order.

(b) A Party, without inconsistency with this Agreement, seek from a court any interim or provisional relief (such as a temporary restraining order) that may be necessary to protect the rights or property of that Party, pending the establishment of the Arbitration or pending the Arbitrator's(s') determinations of the merits of the dispute, controversy or claim. For example, courts of competent jurisdiction may enter temporary restraining orders or preliminary injunctions to preserve the status quo, pending the outcome of the Arbitration.

(c) The Arbitrator(s) shall have authority to issue temporary restraining orders, preliminary injunctions, and other temporary and preliminary orders, and to issue preliminary and other equitable relief, and to grant equitable relief of any kind or nature whatsoever.

(d) The Arbitrator(s) shall have the authority to award any remedy or relief that any court of competent jurisdiction could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrator(s) shall not have authority to award punitive damages or any other amount for the purposes of imposing a penalty as opposed to compensating for actual damages suffered or loss incurred. The award shall be in writing, signed by the Arbitrator(s), and shall include a statement regarding the disposition of any claim.

o. The exclusive location for any arbitration proceedings shall be in Boone County, Missouri, unless the Parties agree otherwise.

p. All decrees or judgments of the Arbitrator(s) shall be enforceable by the Circuit Court of Boone County, Missouri, which has jurisdiction over Columbia, Boone County, Missouri.

q. All proceedings with respect to the Arbitration shall be conducted in Columbia, Boone County, Missouri.

r. Under no circumstances will any action for malicious prosecution or abuse of process, action or cause of action, claim or suit lie or be based upon, or be brought by reason of an arbitration result which favors either party. Arbitration is encouraged. Therefore, the parties waive all rights to bring claims for malicious prosecution, abuse of process or any similar claims, which might otherwise arise out of a demand for arbitration or the results of arbitration.

s. In the alternative to the arbitration procedures hereinabove described in this Section 2 of this ARTICLE XIV, the Parties may agree to conduct the arbitration before the AAA, through its offices having jurisdiction over Columbia, Boone County, Missouri, using the then

current rules for arbitration of commercial disputes, in which event arbitration shall be conducted in accordance with the then current rules for arbitration of commercial disputes of the AAA.

t. The decision of the Arbitrator(s) shall be binding upon the parties; provided, however, that appeal may be had in accordance with the provisions of Chapter 435 RSMo., the Uniform Arbitration Act as it is in effect in the State of Missouri, and as it is from time to time amended, with such appeal to be to the Circuit Court of Boone County, Missouri, which has jurisdiction over Columbia, Boone County, Missouri.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed in its name and on its behalf by its duly authorized members effective on the day and year hereinabove first set forth.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

MUIR DESIGN GROUP, LLC

DRAFT

Justin A. Perry, its Manager, who warrants and represents hereby that he is lawfully authorized by the Operating Agreement of the said limited liability company to execute this document in the name of and on behalf of the said limited liability company, and that this document represents the binding act, contract and deed of the said limited liability company

Exhibit A - Articles of Incorporation
Exhibit B - Bylaws

Approval and Subordination Agreement

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2003, before me personally appeared **Justin M. Perry,** who being by me first duly sworn, did state that he had executed the foregoing document as a Managing Member of MUIR DESIGN GROUP, LLC, a Missouri limited liability company, and that he had executed the forgoing document as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri on the day and year herein above first written.

_____
_____, Notary Public
_____ County, State of Missouri
My commission expires:_____.