

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF
WILLOW CREEK**

DATE:

GRANTOR/GRANTEE:

**D & D Investments of Columbia, LLC
1200 Interstate 70 Drive SW
Columbia, MO 65203**

LEGAL DESCRIPTION

SEE EXHIBIT A

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF
WILLOW CREEK

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described real estate situated in Boone County, Missouri, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein upon all of the above described lots for its own benefit and for the benefit of all future owners of said lots and to create the easement contained herein; and

WHEREAS, the undersigned desires that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said lots shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned does hereby impose the covenants and restrictions herein set forth on all of the above-described lots of Willow Creek, Plat No. 1, being Lots 101 through 122, inclusive, and Lot C1 of Willow Creek Subdivision as shown by the plat thereof recorded in Plat Book 56, Page 46, Records of Boone County, Missouri, and all of the above-described lots of Willow Creek, Plat No. 2, being Lots 201 through 225, inclusive, and C1 and C2 of Willow Creek Subdivision as shown by the plat thereof recorded in Plat Book 56, Page 59, Records of Boone County, Missouri, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and successors in title to the above-described lots and to their successors and assigns forever.

DEFINITIONS

1. That for the purpose of this document the following terms shall have the following meanings:

a) "Residential Lot" as used herein shall be deemed to mean all of the subdivided lots shown on the Plats except for Lot C1 of Willow Creek Plat No. 1 and Lots C1 and C2 of Willow Creek, Plat No. 2.

b) "Common area lot" as used herein shall be deemed to mean (1) Lot C1 of Willow Creek Plat No. 1 and Lots C1 and C2 of Willow Creek, Plat No. 2, (3) any lot

designated or labeled on the Plats as "Common Area" or a "Common Lot" or words to such effect, and (2) any lot hereafter annexed to this Declaration as permitted herein and designated as a Common area lot or a Common Lot or words to such effect.

c) "Declaration" means this Declaration of Covenants, Easements, and Restrictions of Willow Creek, as the same may be amended or modified at any time.

d) "Developer" as used herein shall be deemed to mean D & D Investments of Columbia, LLC, a Missouri limited liability company or the assignee of all its Developer rights.

e) "Plats" means Willow Creek Plat No. 1 according to the plat thereof recorded in Plat Book 56, Page 46, Records of Boone County, Missouri, and Willow Creek Plat No. 2 according to the plat thereof recorded in Plat Book 56, Page 59, Records of Boone County, Missouri.

USE RESTRICTIONS

2. That each residential lot and the dwelling erected on each said lot shall be used only for single family residential dwelling purposes as defined by the Ordinances of the City of Columbia, Missouri and for no other purpose, except as referred to in the next paragraph below.

No commercial activities of any type shall be conducted on a residential lot except a residential lot may be used for the daycare of not more than four (4) children and may be used for home occupations permitted by ordinances of the City of Columbia, Missouri.

3. No dwelling shall be permitted on any residential lot unless the following requirements are met:

a) The finished living area of the ground floor of a one-story dwelling must contain not less than 1,300 square feet, unless approved by the Architectural Control Committee.

b) The finished living area of the ground floor of a one and one-half story or a two-story dwelling must contain not less than 1,000 square feet and the total finished living area of the ground floor and the upper floor of said dwelling must contain not less than 1,600 square feet, unless approved by the Architectural Control Committee.

c) The total finished living area of all bottom finished floor levels of a split foyer, tri-level, four-level or greater numbered level dwelling must contain not less than 1,450 square feet (for example, finished living area above a garage shall be counted in computing said 1,450 square feet but finished living area above a lower finished living area shall not be counted in computing said 1,450 square feet); provided however, notwithstanding the foregoing, the Architectural Control Committee may by written document for particular lots reduce the aforesaid 1,450 square feet of required total finished living area of all bottom finished floor levels of the aforesaid dwelling down to a square

footage of not less than 1,000 square feet but in the event of said reduction the total finished living area of said dwelling shall nevertheless be not less than 1,450 square feet, unless approved by the Architectural Control Committee.

The term "finished living area" as used herein shall be exclusive of and shall not include basement area, open porches, patios and garages.

4. No dwelling shall be permitted on any residential lot unless it contains an attached garage or a basement garage for not less than two (2) automobiles. No detached garage and no carport shall be permitted on any residential lot.

5. Not more than one single family dwelling with an attached garage or a basement garage shall be permitted on any residential lot and said single family dwelling shall not exceed two stories in height in addition to the basement.

6. No dwelling shall be permitted on any residential lot unless at least forty percent (40%) of the front wall space of the dwelling is composed of brick stone or EIFS (drivet), and any part of the exterior of a dwelling that is perpendicular to the front wall of the dwelling shall not be considered "front wall space"; provided however, the requirements of this paragraph may be waived in writing by the Architectural Control Committee. In the event a dispute occurs as to the location of the "front wall space" the decision of the Architectural Control Committee as to the location of the same shall control.

7. No dwelling shall be permitted on any residential lot unless the main roof contains a pitch which shall not be less than seven (7) inches of vertical drop for each twelve (12) inches of roof "run." In the event a dispute occurs as to the location of the "main roof" the decision of the Architectural Control Committee as to the location of said main roof shall control.

8. No flue or chimney shall be constructed adjacent to the exterior wall of any dwelling unless the same is entirely enclosed either with masonry or with the same material as the exterior siding on the dwelling.

9. No dwelling including the attached garage shall be located closer to the boundary line of any residential lot than the building lines shown on the Plats of the subdivision where the lot is located, except this restriction shall not be applicable to porches, porticos, stoops, balconies, bay windows and other windows, eaves, chimneys and other similar projections.

10. No dwelling shall be permitted on any residential lot unless the lot also contains a driveway leading from the public street to the garage attached to the dwelling and unless said driveway is of sufficient width that two (2) automobiles may be parked side by side on the driveway.

11. No fence shall be constructed on any residential lot closer to the front boundary line of the lot than the plane of the rear wall of the dwelling on the lot extended in both directions to the side lot lines and in addition on a corner lot no fence shall be constructed closer to the side lot line abutting the street than the building line shown on the above described Plats of the subdivision.

No chain-link fences or privacy fences shall be constructed on any residential lot.

12. No personal property, with the exception of operative automobiles or operative pickup trucks not to exceed one ton in size, shall be placed or stored in the open on any residential lot nearer to the boundary lines of the lot than the building lines shown on the Plats.

13. No vehicle, with the exception of operative automobiles or operative pickup trucks not to exceed one ton in size, shall be parked, placed or stored overnight upon any of the public roadways located in the above described subdivision.

14. No uncovered parking area or space on any residential lot shall be used for parking of a trailer, truck, boat, mobile home, camper, recreational vehicle or anything else other than operative automobiles or operative pickup trucks not to exceed one ton in size for the personal use of the occupants of the dwelling on the lot. No vehicle shall be blocked up and placed on blocks on a residential lot for a period of more than one (1) week.

15. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any residential lot or upon any of the public roadways abutting any lot.

16. No automotive or equipment manufacture, rebuilding, repair or maintenance shall be permitted on any lot except for normal periodic vehicle maintenance.

17. No doghouse, dog pen or dog run, storage box, portable building, shed, barn, storage facility or other structure exterior to the dwelling shall be located on any residential lot, without the prior written consent of the Architectural Control Committee, except storage shall be permitted under a deck provided such area is wholly screened from the view of other residential lots and the public.

18. No tower, exterior antenna, electronic dish, television aerial, radio aerial or electronic wires or structures shall be attached to the exterior of any dwelling on a residential lot so as to be visible to public view or upon any residential lot exterior to the dwelling on the lot so as to be visible to public view, without the prior written consent of the Architectural Control Committee.

19. All garage doors must be kept closed at all times except when driving vehicles into or out of the garage and except when placing articles in or removing articles from the garage.

20. No garage shall be used for the storage of flammable or explosive materials, except each residential lot owner shall be allowed to keep an appropriate amount of gasoline and other lubricants which are necessary for the maintenance of lawnmowers and other machines or equipment normally used to maintain the lot.

21. No garden shall be permitted on a residential lot exceeding the dimensions of 12 feet x 20 feet in size and said garden must be well kept before, during and after the growing season, except no com of any type or description shall be grown or planted on any residential lot.

22. No substantial changes shall be made in the landscape design on a residential lot subsequent to its approval by the Architectural Control Committee without the prior written consent of the Architectural Control Committee.

23. The owner of each residential lot shall keep the lawn neat, clean and uniformly mowed and clipped to a reasonable and attractive height not to exceed eight inches (8") in height.

24. No fuel storage tank of any kind, above or below ground, shall be permitted on any residential lot.

25. No open fires shall be permitted on any residential lot except for fires in outdoor grills used for the preparation of food or in an approved firepit or fireplace as approved by the Architectural Control Committee.

26. No prefabricated, modular, manufactured or otherwise preassembled or reconstructed home shall be permitted on any residential lot and no residential dwelling which has been previously at another location shall be moved onto any residential lot, without the prior written consent of the Architectural Control Committee.

27. The portion of the yard area on any residential lot containing a dwelling must be sodded in the area between the front building line of the lot and the front line of the dwelling (extended to each side lot line) and the remainder of said yard must be seeded with grass, and said sodding and seeding must be completed as soon as possible after the completion of the construction of the dwelling on the lot. In addition, the front yard area of any residential lot containing a dwelling must contain not less than two (2) trees of the type approved by the Architectural Control Committee with each tree having a diameter at the base of not less than two (2) inches and the front area must have not less than six (6) shrubs with mulch beds of the type approved by the Architectural Control Committee.

28. The owner of each residential lot shall keep the shrubs on the lot neatly trimmed and in the event of the death or destruction of any trees or shrubs on a residential lot the owner of the lot shall as soon as practical replace the same with trees and/or shrubs of similar size and quality.

29. The roof on a residential dwelling on a lot must be covered with architectural shingles unless otherwise approved in writing by the Architectural Control Committee and no roof shall be installed on a dwelling until the color of the same is approved by the Architectural Control Committee.

30. No dwelling or other structure on a residential lot shall be permitted to remain with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction, work on the same without the prior written consent of the Architectural Control Committee.

31. No dwelling on a residential lot damaged by fire, windstorm, vandalism or other

damage shall be permitted to remain in said damaged condition for a period of longer than six (6) months without the prior written consent of the Architectural Control Committee.

32. No basketball goal shall be installed on a residential lot without the prior written consent of the Architectural Control Committee. All backboards shall be either clear or painted white and all poles shall be painted black.

33. All recreational or play structures (other than basketball goals) located on a residential lot must be located behind the rear line of the dwelling (extended to each side lot line).

34. No above-ground swimming pool shall be permitted on any residential lot. All pools and hot tubs shall be entirely screened from ground view from other lots and from the public.

35. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

36. No temporary structure, basement, tent, shack, trailer or mobile home shall be used on any residential lot at any time as a residence, either temporary or permanent, except temporary sheds and warehouse structures shall be permitted on a residential lot during the time of the development of the lot and/or during the time of the construction of a dwelling on the lot.

37. No animal, livestock, poultry, bird or reptile of any kind shall be raised, kept or bred on any residential lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

38. No sign of any kind shall be displayed to the public view upon any residential lot except (a) one professional sign on the lot of a size not more than one foot tall by two feet wide shall be permitted on a lot, (b) one sign not more than four square feet in size may be installed on the lot to advertise the lot for sale or rent and (c) the undersigned (or the assignee of its Developer rights) may maintain development and construction signs on the lots owned by the undersigned (or the assignee of its Developer rights) until the undersigned (or the assignee of its Developer rights) has sold and conveyed title all of the aforesaid lots.

39. No residential lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall not be kept on the premises of any lot except in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition.

40. No structure, planting or other materials shall be placed or permitted to remain on the easement areas on a residential lot as shown on the Plats of the subdivision which may damage or interfere with the installation and maintenance of the utility facilities.

41. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any residential lot.

42. No individual water supply system and no individual sewage disposal system shall be permitted on any residential lot.

43. No downspouts, roof drainage water or storm water drainage shall be connected to the sanitary sewer system in the subdivision.

44. No above ground utility line shall be permitted on any residential lot without the prior written consent of the Architectural Control Committee.

45. No two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicle (motorcycle, moped, powered scooter, powered tricycle or motor bike) may be operated on any residential lot or on any street in the subdivision for recreational purposes in a manner which disturbs the peace of the occupant of any other residential lot. All such vehicles must have a suitable muffler so as to provide for quiet operation.

46. No fence, wall, hedge or shrub planting obstructing sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner the lot line shall be extended into the intersection on imaginary lines until they meet with the twenty-five (25) feet dimension to be measured from the point where said imaginary lines meet in the intersection.

47. After a residential lot has been sold by the Developer, said lot shall not be subdivided by deed, plat, survey, condominium declaration or otherwise into smaller lots, tracts or parcels without the prior written consent of the Architectural Control Committee; provided, however, nothing contained herein shall prevent the Developer from subdividing any lot owned by the Developer into smaller lots, tracts or parcels or from amending lot lines, or from combining lots, or from eliminating lots, or otherwise amending the boundary lines of any lot and that nothing contained herein shall prevent the partition of a lot as between co- owners thereof if such right of partition shall otherwise be available, but said partition shall not be in kind.

48. The Developer shall have and does hereby reserve the right to locate, relocate, erect, construct, maintain, use, and authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary sewers, storm sewers, gas mains and lines, water mains and lines, electric, telephone and cable television lines and other utilities and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements, rights-of-way and common areas shown on the Plats and on any plat of any of the real estate hereafter annexed to this Declaration as provided below herein.

ARCHITECTURAL CONTROL

49. No dwelling, building, fence, wall or other structure or improvement shall be erected, constructed, placed, altered or maintained on any residential lot, unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control

Committee hereinafter described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and said plans and specifications shall include the following:

- a) Two (2) copies of the plans for the dwelling, building or other improvement showing all dimensions, interior floor plans and exterior elevations, and describing the exterior appearance; and
- b) Specifications for the dwelling, building or other improvement; and
- c) A landscape plan or description of landscaping to be provided.

All of the above documents must be submitted to the Architectural Control Committee.

If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

- i. Show the elevations of all of the improvements;
- ii. Contain site plans, which show the site location of the dwelling, building or improvements;
- iii. Contain floor plans for the dwelling, building or improvements;
- iv. Show and describe, in detail, exterior finish materials for the dwelling, building or improvements, including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint colors, types of brick or stone (including type, nature and manufacturer of brick or stone and brick or stone colors), roofing material types, kinds and colors, a specific description of stone and types of stone finishes, and a very specific description of all exterior finish material;
- v. Show or describe in detail landscaping, including locations, types and sizes of landscaping material;
- vi. Show all interior and exterior dimensions;
- vii. Contain all other data reasonably deemed necessary by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography, and with other dwellings, buildings and improvements subject to this Declaration and with the existing character of the neighborhood, and with

the character of the neighborhood planned by the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, structure or improvement (or change in the exterior color of any dwelling, building or improvement, or in the exterior finish materials of any dwelling, building or improvement) located within a residential lot shall be made, commenced or maintained within a residential lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwellings, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, structure or improvement or addition to, or change to, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on residential lots subject to this Declaration, and that same would be of at least the same quality as the average of the quality of the existing structures then located on residential lots subject to this Declaration and of the structures which the Architectural Control Committee anticipates will be placed on the residential lots subject to this Declaration and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

50. The initial Architectural Control Committee shall be composed of Daniel M. Burks, David J. Drane and Russell Anderson. The Architectural Control Committee may designate in writing a representative to act for it. Until such time as the Developer has recorded in the office of the Recorder of Deeds of the Recorder of Deeds of Boone County, Missouri a renunciation of its

right to appoint the members of the Architectural Control Committee, the Developer shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee. Until such time as the Developer has recorded in the office of the Recorder of Deeds of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to appoint the members of the Architectural Control Committee, in the event of the death, resignation or removal of any member of the committee, the Developer shall designate the successor member of the committee.

After the Developer has recorded in the office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to appoint the members of the Architectural Control Committee, the Architectural Control Committee shall be the Board of Directors of the Association referred to below herein. No member of the Architectural Control Committee shall receive any compensation for services performed. The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.

51. Any personal interests, or alleged personal interests, of a member of the Architectural Control Committee with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety.

52. That notwithstanding any other provisions contained herein, the Architectural Control Committee(s) and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstance whatsoever. In no event shall any member of the Architectural Control Committee(s) be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control Committee(s) or a member of the Committee(s) shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee(s) or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

COMMON AREA

53. The Association shall have the right, power and authority to acquire title to any common area lot and any of the Annexation Real Estate described in paragraph 56 below herein

and use the same as common area, a park and/or a recreational area, herein referred to as "Common Area."

The Association shall thereupon own, control, operate, maintain and retain title to said Common Area, as a recreational area or for such other uses as the Association deems appropriate. The Association shall have the exclusive right and power to adopt, prescribe and enforce reasonable rules, regulations and restrictions with respect to the use of the Common Area by the lot owners and shall have exclusive jurisdiction and control of the Common Area. The Association is authorized to contract for and to obtain such policies of insurance as it deems necessary or appropriate concerning the use, operation and maintenance of the Common Area. The Association shall have the right, power and authority to convey title to any of the Common Area to the City of Columbia or to any other public body for use as a public park.

THE ASSOCIATION

54. The Developer shall not later than March 31, 2023 cause to be incorporated a not-for-profit corporation under the laws of the state of Missouri to be known as Willow Creek Columbia Homeowners Association, Inc. a Missouri not-for-profit corporation (or such other name selected by the undersigned in the event said name is not available), referred to herein as the "Association" and the Association shall have the right, power and authority to own, control, operate, repair and maintain the Common Area referred to in paragraph 53 above, and to own, control, operate, repair and maintain the aforesaid areas and any other real estate or easement owned or leased by the Association as determined most appropriate by the Association, and to perform the purposes set out in this numbered paragraph. Each owner of a residential lot subject to this Declaration shall be a member of the Association. The membership appurtenant to any residential lot shall not be separated from ownership of said lot. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

a) The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Developer until such time that the Developer has recorded in the Office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to appoint the members of the Board of Directors of the, Association. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each residential lot owned for the election of the Board of Directors. When more than one person holds an interest in any residential lot, all such persons shall be members and shall have one vote for such lot which shall be exercisable as the owners of the lot may determine but in no event shall more than one vote be cast with respect to any residential lot. The initial Board shall have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be appointed or elected so as to maintain a total membership on the Board of three (3). The appointment and election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By-laws established by the Directors of the Association, insofar as such By-laws do not conflict with the provisions of this document and in case of conflict

the provisions of this document shall control. After the Developer no longer has the right to appoint the members of the Board of Directors of the Association, the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association and shall have the right by majority vote to make any and all decisions of the Association.

b) Each owner of a residential lot by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments, special assessments, and initial assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, special assessments, and initial assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the residential lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment was imposed.

c) The annual, special, and initial assessments shall be assessed and used for the purposes of the Association including but not limited to the following:

- i. To control, operate, maintain, repair, alter and improve the common area referred to above herein.
- ii. To own, control, operate, repair and maintain lighting in the common area referred to above and to pay the electrical utility expense of operating said lighting system or systems.
- iii. To own, lease, control, improve, operate, repair and/or maintain any swimming pool area (if any).
- iv. To acquire title to any of the real estate within the boundaries of any of the real estate made subject to the provisions of this Declaration and use the same as common area for the benefit of all residential lot owners.
- v. To acquire title to any of the real estate within the general vicinity of the real estate subject to the provisions of this Declaration and use the same as common area for the benefit of all residential lot owners.
- vi. To maintain such insurance on the common areas, sign and landscape easement areas, swimming pool area and other property owned, leased and/or controlled by the Association as the Association deems appropriate.
- vii. To pay any and all taxes and assessments levied, if any, upon all property owned, leased and/or controlled by the Association.

- viii. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.
- ix. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.
- x. The term "common areas" as used above herein shall include any common area lot and other real estate owned and/or controlled by the Association.

f) The assessments of the Association shall be assessed equally against each residential lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each residential lot an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Association as required for the purpose set forth in this document. Initial assessments shall be made and collected by the Association as required for the purpose set forth in this document. Initial assessments shall be set by the Association such that upon purchase of any residential lot, the new owner of said lot shall be required to pay such initial assessment as currently set by the Association.

g) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the residential lot which shall bind such property in the hands of the owner, and said owners, heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the residential lot.

h) If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed non-benefit or nonuser of the benefits for which the assessment is imposed.

i) The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a residential lot subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the

personal obligation of the property owner for the assessment coming due during the time he, she or it owned the residential lot.

ANNEXATION REAL ESTATE

55. The undersigned Developer, or any assignee of the rights of the undersigned as Developer hereunder or the Association, may at any time hereafter by written Declaration recorded in the Office of the Recorder of Deeds of Boone County, Missouri make all or any part of any real estate, with the written consent of the owner of said real estate, subject to the provisions of this Declaration (such additional real estate being referred to herein as "Annexation Property"), and in such event such Annexation Property shall be designated either as a residential lot or a common area lot or as Common Area, and in such event the Annexation Property shall be subject to and be deemed a part of this Declaration and the owners of the Annexation Property shall be subject to, be bound by and be deemed a part of this Declaration, including the Architectural Control provisions contained herein, and the owners of each residential lot that is part of any Annexation Property shall be a member of the Association and shall be entitled to all of the benefits contained herein, including the same right of the owners of all other residential lots to use the common areas referred to above herein, and each residential lot and the owners thereof shall be subject to assessment by the Association and shall be bound by all of the provisions contained herein regarding the Association with all of the benefits and all of the obligations as a member of the Association.

MODIFICATION

56. So long as the Developer (including the assignee of the rights of the Developer) owns any of the lots subject to the provisions of this Declaration, the Developer may at any time amend, modify or abrogate any of the provisions of this document upon recording a Declaration of the same in the office of the Recorder of Deeds of Boone County, Missouri. After the Developer (including the assignee of the rights of the Developer) ceases to own any of the lots subject to the provisions of this Declaration, the covenants and provisions contained herein may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3rds) of the residential lots (including residential lots contained within any Annexation Property) subject to this Declaration.

ENFORCEMENT

57. The Developer, the Association and/or the owner of any lot subject to this Declaration may enforce this Declaration and the provisions herein and shall have the right to proceed in law or in equity or both, against any person or persons violating or attempting to violate any of the provisions of this Declaration, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and the Association shall have the right to enforce its lien rights as set out above herein, and in any aforesaid legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

DEVELOPER RIGHTS

58. D & D Investments of Columbia, LLC, a Missouri limited liability company, shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint members of the Architectural Control Committee, the right to appoint the members of the Board of Directors of the Association and the right to annex Annexation Property, tracts or parcels to this Declaration as provided above herein, to any other person or entity but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a lot subject to the provisions of this document.

59. Invalidation of any one of the provisions of this Declaration by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this ____ day of _____, 2023.

OWNER AND DEVELOPER:
D & D Investments of Columbia, LLC,
a Missouri limited liability company

By: _____
Daniel M. Burks, Manager and Authorized Agent

and

By: _____
David J. Drane, Manager and Authorized Agent

STATE OF MISSOURI)

COUNTY OF BOONE)

On the ____ day of _____, 2023, before me appeared Daniel M. Burks, to me personally known, who, being by me duly sworn, did say that he is a Member of D & D Investments of Columbia, LLC, a Missouri limited liability company, and that he executed the foregoing on behalf of said company by authority given to him by the operating agreement of the company.

In testimony whereof, I have hereunto set my hand and affixed by official seal, at my office in Columbia, Missouri, the day and year first above written.

_____, Notary Public
Commissioned in _____ County, MO
My commission expires _____

STATE OF MISSOURI)

COUNTY OF BOONE)

On the ____ day of _____, 2023, before me appeared David J. Drane, to me personally known, who, being by me duly sworn, did say that he is a Member of D & D Investments of Columbia, LLC, a Missouri limited liability company, and that he executed the foregoing on behalf of said company by authority given to him by the operating agreement of the company.

In testimony whereof, I have hereunto set my hand and affixed by official seal, at my office in Columbia, Missouri, the day and year first above written.

_____, Notary Public
Commissioned in _____ County, MO
My commission expires _____

MORTGAGEE'S SUBORDINATION AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the holder of the certain Notes secured by Deeds of Trust on Lots 101, 109, 110, 111, 112, 113, 114, 115, 121, and 122, of Willow Creek, Plat No. 1 according to the plat thereof recorded in Book 56, Page 46, of the Records of Boone County, Missouri, said Deeds of Trust recorded in Book 5661 Page 90 (as modified by that Deed of Trust Modification, book 5673, Page 103); Book 5661, Page 93 (as modified by that Deed of Trust Modification, book 5673, Page 105); Book 5661, Page 95; Book 5661, Page 97 (as modified by that Deed of Trust Modification, book 5673, Page 104); Book 5661, Page 99; Book 5673, Page 91; Book 5673, Page 94; Book 5673, Page 96; Book 5673, Page 99; and Book 5673, Page 101 Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the provisions of the foregoing Declaration of Covenants, Easements and Restrictions of Willow Creek.

First State Community Bank

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)

COUNTY OF BOONE)

On the ____ day of _____, 2023, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of First State Community Bank, and that he/she executed the foregoing on behalf of First State Community Bank, by authority given to him/her by First State Community Bank.

In testimony whereof, I have hereunto set my hand and affixed by official seal, at my office in Columbia, Missouri, the day and year first above written.

_____, Notary Public
Commissioned in _____ County, MO
My commission expires _____

EXHIBIT A

Lots 101, 102, 103 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, and C1, inclusive, of Willow Creek, Plat No. 1 according to the plat thereof recorded in Book 56, Page 46, of the Records of Boone County, Missouri.

Lots 201, 202, 203 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, C1, and C2, inclusive, of Willow Creek, Plat No. 2 according to the plat thereof recorded in Book 56, Page 59, of the Records of Boone County, Missouri.