

Boone County, Missouri
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Date and Time 02/27/2013 at 10:05:05 AM
Instrument # 2013004595 Book 4112 Page 136
Grantor BEACON STREET PROPERTIES LLC
Grantee OAK PARK HOMEOWNERS ASSN

Instrument Type TERM
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No of Pages 3


Bettie Johnson, Recorder of Deeds



**TERMINATION OF THE COVENANTS, EASEMENTS AND RESTRICTIIONS
OF WILLIAMSON PLACE SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI**

Developer/Grantor: Beacon Street Properties, LLC, a Missouri limited liability company [mailing address: Beacon Street Properties, LLC c/o Scott Linnemeyer, 3700 Monterey Drive, Suite A, Columbia, Missouri 65203]

Grantee: Oak Park Homeowners Association, a not for profit corporation of the State of Missouri and all Lot Owners of all Lots within Oak Park Plat 1, 2, 3 & 4 [mailing address: Oak Park Homeowners Association, c/o Cory Ridenhour, Post Office Box 7363, Columbia, Missouri 65205-7363]

Re: Termination of Williamson Place Subdivision and its Covenants, Easements and Restrictions.

Date: January 25, 2013

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BOONE COUNTY MO FEB 27 2013

**TERMINATION OF THE COVENANTS, EASEMENTS AND RESTRICTIONS
OF WILLIAMSON PLACE SUBDIVISION OF COLUMBIA, BOONE COUNTY, MISSOURI**

THIS TERMINATION OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF WILLIAMSON PLACE ("this Instrument") is executed this 25th Day of January, 2013, by Beacon Street Properties, LLC, a Missouri limited liability company [mailing address: Attn: Scott Linnemeyer, 3700 Monterey Drive, Suite A, Columbia, Missouri 65203] ("the Developer"), in view of the following facts, matters and circumstances:

RECITALS

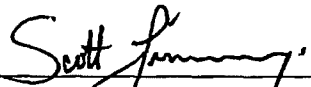
The Developer purchased the undeveloped Williamson Place Subdivision and obtained the development rights from Cherokee Valley Farms, LLC in a Special Warranty Deed that was recorded in Book 3967 at Page 154 of the Real Estate Records of Boone County, Missouri.

The Declaration of Covenants, Easements and Restrictions of Williamson Place that was recorded ("the Declaration") in Book 2886 at Page 63 of the Real Estate Records of Boone County, Missouri which provides in Article XII, Section 4 thereof, that the Developer can amend or terminate the Declaration, in whole or in part only by an instrument signed by the Developer [so long as he holds Class B voting rights and/or any Architectural Control Rights], and the Owners of not less than a majority (not more than 50%) of the Lots (including the Developer as to Lots owned by the Developer, if the Developer owns any Lots). On this date the Developer holds all of the Class B voting rights, maintains Architectural Control rights and owns a majority of the Lots.

NOW, THEREFORE, the Developer hereby terminates the Declaration of Covenants, Easements and Restrictions of Williamson Place that were recorded in Book 2886 at Page 63 of the Real Estate Records of Boone County, Missouri.

IN WITNESS WHEREOF, the Developer has executed this Instrument on the day and year first written above.

BEACON STREET PROPERTIES, LLC

By: 
Scott Linnemeyer, Managing Member

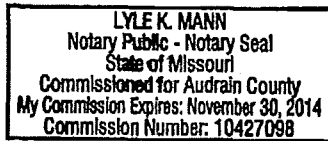
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STATE OF MISSOURI)
)SS.
COUNTY OF BOONE)

I, Lyle K. Mann, a Notary Public, do hereby certify that on the 25th day of January, 2013, personally appeared before me Scott Linnemeyer, to me personally known, who, being by me duly sworn by me acknowledged that he signed as her free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements contained therein are true, to his best knowledge and belief.

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



Lyle K. Mann

Lyle K. Mann, Notary Public
Boone County, State of Missouri
My commission expires: 11-30-14.

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Recorded in Boone County, Missouri

Date and Time 11/29/2012 at 11:33:48 AM

Instrument # 2012029522 Book 4069 Page 95

Grantor BEACON STREET PROPERTIES LLC

Grantee OAK PARK HOMEOWNERS ASSN

Instrument Type DECL

Recording Fee \$333 00 S

No of Pages 104


Bettie Johnson, Recorder of Deeds



**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF OAK PARK, A SUBDIVISION OF COLUMBIA,
BOONE COUNTY, MISSOURI**

Developer/
Grantor:

Beacon Street Properties, LLC, a Missouri limited liability company [mailing address: Beacon Street Properties, LLC, c/o Scott Linnemeyer, 3700 Monterey Drive, Suite A, Columbia, Missouri 65203]

Grantee:

Oak Park Homeowners Association, a not for profit corporation of the State of Missouri and all Lot Owners of all Lots within Oak Park Plat 1 & 2 as shown by plat recorded in Plat Book 46 at Page 35 and Plat Book 46 at Page 36, respectively, of the Real Estate Records of Boone County, Missouri [mailing address: Oak Park Homeowners Association, c/o Cory Ridenhour, Post Office Box 7363, Columbia, Missouri 65205-7363.]

Re:

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

All land and real estate constituting Lots 101 through 242, both inclusive, of Oak Park Plat 1 and Oak Park Plat 2, as shown by the plat of Oak Park Plat 1 and Oak Park Plat 2, recorded in Plat Book 46 at Page 35 and Plant Book 46, Page 36, respectively, of the Real Estate the Records of Boone County, Missouri, together with all public streets, rights-of-way and Common Areas which are contained therein or about thereon, and which are shown by such Plats and/or which serve the said Lots, together with other Parcels and Lots which may or may not hereafter be annexed to the Development provided for hereby.

Date:

November 28, 2012.

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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF OAK PARK, A SUBDIVISION OF COLUMBIA,
BOONE COUNTY, MISSOURI**

This Declaration of Covenants, Easements and Restrictions made on this 28th day of November, 2012, by Beacon Street Properties, LLC, a Missouri limited liability Company of the State of Missouri [mailing address: Beacon Street Properties, LLC, Attn: Scott Linnemeyer, 3700 Monterey Drive, Suite A, Columbia, Missouri 65203], which such Beacon Street Properties, LLC, and its successors as Developer of the Development hereinafter described and provided for hereby, are all hereinafter collectively 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 is legally described subdivided by the following Plats:

Oak Park, Plat 1, recorded in Plat Book 46 at Page 35 of the Real Estate Records of Boone County, Missouri;

Oak Park, Plat 2, recorded in Plat Book 46 at Page 36 of the Real Estate Records of Boone County, Missouri;

Oak Park, Plat 3, recorded in Plat Book 46 at Page 37 of the Real Estate Records of Boone County, Missouri;

Oak Park, Plat 4, recorded in Plat Book 46 at Page 38 of the Real Estate Records of Boone County, Missouri.

Such tract of land may be referred to herein as "the Developer's Land."

The Developer is in the process of developing portions of the Developer's Land as a single family home, residential subdivision, known or to be known as Oak Park ("the Development")

The Developer has, therefore, caused a portion of the Developer's Land to be subdivided into Lots, streets and other components, by Final Plat of Oak Park Plat 1 and Final Plat of Oak Park Plat 2 ("the Plat"), recorded in Plat Book 46 at Page 35 & Plat Book 46 at Page 36, respectively, of the Real Estate Records of Boone County, Missouri.

That portion of the Developer's Land which is the subject matter of the above described Plat of Oak Park Plat 1 and Oak Park Plat 2, and which has been platted by the said Plat into Lots 101 through 242, both inclusive, and streets and other components, is hereinafter referred to as "the Parcel."

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The Parcel is intended to be subjected to this Declaration, and to the easements, covenants and restrictions provided for hereby. All portions of the Developer's Land not contained within the Parcel may hereinafter be referred to as "the Annexation Parcel" or "the Annexation Property."

The Developer intends to subject the Parcel to the easements, restrictions, reservations and covenants provided for by this Declaration, all of which shall constitute covenants running with the Land, and shall benefit and bind the Developer and the Developer's successors in ownership of each of the Lots located within the Parcel, and all present and future Lot Owners thereof.

The Developer may, or may not, annex all or portions of the Annexation Parcel (meaning Oak Park 3 and 4) to the Development provided for by this Declaration, and may or may not, therefore, subject various portions of the Annexation Parcel to the provisions of this Declaration.

THE DEVELOPER RESERVES THE ABSOLUTE, UNLIMITED AND UNFETTERED DISCRETION TO EITHER ANNEX OR TO NOT ANNEX TO THE DEVELOPMENT PROVIDED FOR BY THIS DECLARATION THE VARIOUS PORTIONS OF ANY ANNEXATION PARCEL, AND TO DEVELOP VARIOUS PORTIONS OF ANY ANNEXATION PARCEL AS A PART OF THE DEVELOPMENT PROVIDED FOR BY THIS DECLARATION, OR TO DEVELOP PORTIONS OF ANY ANNEXATION PARCEL IN A MANNER WHICH DIFFERS FROM THE DEVELOPMENT OF THE PARCEL.

THE DEVELOPER MAY OR MAY NOT AMEND THE PROVISIONS OF THIS DECLARATION AS THIS DECLARATION PERTAINS TO OR APPLIES TO CERTAIN PORTIONS OF THE ANNEXATION PARCEL WHICH ARE HEREAFTER ANNEXED TO THE DEVELOPMENT, IF ANY PORTIONS OF ANY ANNEXATION PARCEL ARE, HEREAFTER, ANNEXED TO THE DEVELOPMENT. THIS DECLARATION MAY, OR MAY NOT, THEREFORE, AS THE DEVELOPER SEES FIT, BE AMENDED, INsofar AS IT APPLIES TO LOTS WITHIN PORTIONS OF ANY ANNEXATION PARCEL WHICH ARE HEREAFTER ANNEXED TO THE PARCEL. AMONG OTHER AMENDMENTS, THE DEVELOPER MAY AMEND THE PROVISIONS OF ARTICLE VII OF THIS DECLARATION, INCLUDING, BUT NOT LIMITED TO, THE MINIMUM SIZE BUILDING REQUIREMENTS AS SET FORTH IN ARTICLE VII OF THIS DECLARATION, AS THE PROVISIONS OF ARTICLE VII OF THIS DECLARATION APPLY TO VARIOUS PORTIONS OF ANY ANNEXATION PARCEL. THE DEVELOPER MAY MAKE OTHER AMENDMENTS TO ARTICLE VII OF THE DECLARATION, AS IT APPLIES TO VARIOUS PORTIONS OF ANY ANNEXATION PARCEL, AS VARIOUS PORTIONS OF ANY ANNEXATION PARCEL ARE HEREAFTER ANNEXED TO THE DEVELOPMENT. THE DEVELOPER MAY ALSO MAKE OTHER AMENDMENTS IN THIS DECLARATION AS IT APPLIES TO VARIOUS PORTIONS OF THE ANNEXATION PARCEL, WHICH ARE HEREAFTER ANNEXED TO THE DEVELOPMENT.

THIS DECLARATION MAY NOT, THEREFORE, UNIFORMLY APPLY TO ALL PORTIONS OF THE LAND/THE DEVELOPMENT WHICH MAY BECOME SUBJECT TO THIS DECLARATION.

In order to subject the Parcel to certain easements, restrictions, reservations and covenants, which shall run with the land of the Parcel and each Lot and portion thereto, and shall be binding upon the Development, and all of its successors in ownership of each and part of the Parcel, the Developer executes and records this Declaration of Covenants.

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DECLARATION OF COVENANTS

NOW, THEREFORE, the Developer hereby declares that all of the real estate contained within that Parcel ("the Parcel") described as the following described real estate situated in Boone County, Missouri:

A. All land which is the subject matter of, and which is platted as, Oak Park Plat 1 and Oak Park Plat 2, as shown by Plat recorded in Plat Book 46 at Page 35 and Plat Book 46 at Page 36, respectively, of the Real Estate Records of Boone County, Missouri ("the Plat"), and all of Lots 101 through 242, both inclusive, as shown by the said Plats, and all streets shown by the said Plats, or which abut upon any of the said Lots or serve any of the said Lots; and

B. The public streets which serve the said Lots, and all Lots, streets and Common Areas included within any portion of the Annexation Parcel described in the foregoing Recitals, if any, which is hereafter annexed to the Parcel provided for hereby (with any portion of the Annexation Parcel to be a part of and to be included within "the Parcel," but with any portion of the Annexation Parcel which is not hereafter annexed to the Development to not be included within the Parcel), and any and all Buildings or improvements now or hereafter located thereon, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges, 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 of the Parcel, or any part thereof and any portion of the Annexation Parcel hereafter annexed to the Development, and shall be binding on all parties having or acquiring any right, title or interest in the above-described Parcel, or any part thereof, and any portion of the Annexation Parcel hereafter annexed to the Development provided for hereby, or any Lot contained therein, 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 "Oak Park Homeowners 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. 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 remain subject to the Architectural Control provisions hereinafter set forth in this Declaration.

Section 3. "Building" or "Dwelling" 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 dwelling and shall be used solely for residential purpose 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 residential structure, arranged, intended and designed for (and used for and only for) occupancy 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.

Section 4. City. "City" or "the City" shall mean the City of Columbia, Missouri, a public corporation of the State of Missouri, within the geographical boundaries of which the Development is located.

Section 5. 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 9 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 6. Common Area shall mean and include the following:

- a. Any "Common Area" as shown on the Plat or any Plat of any portion of the Annexation Parcel;
- b. The following, which are specifically designated as "Common Areas":
 - i. Any land containing, or easements for the existence of, any entryway monuments, entryway gates, or entryway signs for the Development;

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- ii. Any land containing, or any easements for the location of any entryway structures or monuments or signs for the Development and all landscaping therefor;
- iii. Cul de sac islands, located within any streets within the Development, other than those which are publicly maintained;
- iv. Medians or similar areas located within any street within the Development, other than those which are publicly maintained;
- v. Any Common Areas or Common Lots shown by any Plat;
- vi. The land containing any lake, pond or similar impoundment, and any Stormwater Facility as hereinafter identified, and the dams therefor, spillways therefor, the shoreline thereof, and all other parts and components of any such lake, pond, impoundment or Stormwater Facility,
- vii. Any land which is subject to any Landscaping or Sign Easement;
- viii. Any stormwater impoundments or stormwater detention areas;
- ix. Any Landscaping Easements (sometimes shown on a Plat as a "Landscape ESMT" "Landscaping ESMT" or "Landscaping Easements") shown by any Plat;
- x. Any land containing pedestrian trails, pedestrian access easements, trails or paths or similar improvements which are established by any Plat or otherwise;
- xi. Any other area shown by Plat which is shown by the Plat or any Plat as being "Common Area", including Lots designed with a "C" prefix [example: Lot C301];
- xii. Any Lot, Easement, land or parcel which the Developer may hereafter declare to be Common Area or to be subject to an Easement, the terms of which are such that same shall be treated as if same is Common Area.

Section 7. Common Elements shall mean the Common Areas described in Section 6 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 may hereafter choose to call Common Area and any other parcels or tracts which the Developer, 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 all entryway monuments, entryway structures, entryway signs, lawns, trees, shrubs, plants, ground cover and other growing material, lighting, light fixtures and all other landscaping and improvements placed on any Common Area, and any other structures or improvements of any kind or nature whatsoever placed on any Common Area. The "Common Elements" shall further include any pedestrian trail easements, trail easements or pedestrian easements shown by any Plat or otherwise established, and any pedestrian or biking trails and other associated improvements placed thereon and all improvements related thereto. "Common Elements" shall further include the following:

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a. Ponds, lakes, stormwater detention basins (wet or dry) or Stormwater Facilities located within any Common Area, or not located within any Common Area, as all such ponds, lakes, stormwater detention basins or Stormwater Facilities shall be considered to be Common Elements regardless of where same may be located;

b. Entryway monuments, entryway structures and entryway signs for the Development, and all landscaping therefor and lighting therefor, and all improvements associated therewith;

c. Landscaping, and all structures and improvements of any kind or nature whatsoever, located within any Common Areas or any Landscaping Easements;

d. Trees, shrubs, lawns, ground cover and other landscaping located within and all improvements located within any cul de sac island, street island, median or similar area which is not publicly maintained;

e. Any pedestrian trails and trail easements, and any pedestrian or biking trails and other associated improvements located thereon and all improvements related thereto;

f. Any Stormwater Facilities as defined herein, wherever same shall be located, and whether located within Common Area or any Lot.

“Common Elements” shall further include the following.

a. Any land located within any “Landscaping Easements” or “Landscaping ESMT” or “Landscape ESMT” or “Landscape Easements” or “Sign Easements” established by any Plat or otherwise, and including any Landscaping Easements or similar easements established pursuant to Section 4 of ARTICLE IX of this Declaration, all of which shall be subject to Section 4 of ARTICLE IX of this Declaration; and

b. All trees, shrubs, grass, groundcover, flowers, plants and other growing materials, and all berms, monuments, lighting, electrical fixtures, lines and equipment, and irrigation systems and equipment, and other improvements of every kind, nature and description whatsoever located within any such “Landscaping Easements” or “Landscaping ESMT” or “Landscape ESMT” or “Landscape Easements” or any other Common Area; and

c. All entryway monuments and signs located throughout the Development, wherever located, and the land containing same, and all trees and shrubs and growing materials which provide landscaping therefor, and all lighting therefor, and all irrigation systems therefor, and all parts and components of such lighting systems and irrigation systems; and

d. Any ponds, lakes, Stormwater detention basins, Stormwater Facilities (as defined below) and similar impoundments located within the Development, and the dams therefor, and the shorelines thereof, and all parts and components thereof; and

e. Any structures or improvements located within any Common Area; and

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- f. The Common Areas themselves; and
- g. Any pedestrian trail easements, trail easements, pedestrian easements or walkway easements established by any plat or otherwise, and any pedestrian or biking trails and associated improvements placed thereon, and all improvements related thereto; and
- h. Any amenities, wherever located within the Development, which are intended for use by the Lot Owners; and
- i. All Drainage Easements shown by any Plat, and any drainageways, stormwater flowages, wet or dry creeks or streams, or wet or dry or intermittent streams or creeks, located within the Development, whether located within a Common Area or elsewhere, as all conduits, streams (wet, dry or intermittent), ditches, swales and similar geographic features which provide for stormwater flow or stormwater drainage from more than one Lot shall be considered to be a Common Element and Common Area, whether located within the boundaries of a Lot or any defined Common Area.

Section 8. Declaration means this instrument.

Section 9. Developer shall mean and refer to Beacon Street Properties, LLC, a Missouri limited liability company, and its successors, and shall further refer to any person or persons or entities to whom the said Beacon Street Properties, LLC, or its successors as Developer, shall assign all or any portion of the Developer's 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.

Section 10. Development shall mean all real estate contained within the Parcel (including any portion of the Annexation Parcel hereafter annexed to the Development, if any, which such annexed portion of the Annexation Parcel shall be a part of "the Parcel" for all purposes, after it is annexed) and all Buildings and improvements now or hereafter located thereon, all of which shall hereafter be known as Oak Park.

Section 11. Lot means each of Lots 101 through 242, both inclusive, as shown by the Plat of Oak Park Plat 1 and Oak Park Plat 2, recorded in Plat Book 46 at Page 35 and Plat Book 46 at Page 36, respectively, of the Real Estate Records of Boone County, Missouri. A "Lot" shall mean and only mean a Lot as shown by a Plat, which is intended to be occupied by a single residential structure, and shall not mean any Lot which is reserved for use as or is designated as "Common Area," including Lots designated with a "C" prefix [example: Lot C301]. The word "Lot" shall also mean each Lot, shown by any Plat of any portion of the Annexation Parcel, which is hereafter annexed to the Development, if any, and which such "Lot" is intended to contain a single residential structure, but shall not include Lots designated with a "C" prefix [example: Lot C301], which shall be Common Areas. Any Platted Lot which is designated by the Plat, or by any Declaration or Annexation Declaration or other document as "Common Area", or which becomes

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Common Area, or which is conveyed by the Developer to the Association, or which is declared by the Developer to be "Common Area" shall not be a "Lot", but rather shall be "Common Area."

Section 12. Lot Owner means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot.

Section 13. Parcel means the following:

A Initially/At the Outset.

1. All of the land which is the subject matter of the Plat of Oak Park Plat 1 and Oak Park Plat 2, recorded in Plat Book 46 at Page 35 and Plat Book 46 at Page 36, respectively, of the Real Estate Records of Boone County, Missouri; and

2. All of Lots 101 through 242, both inclusive, as shown by the said Plat, and all of the streets, parcels and land which are included within the boundaries of the land that is the subject matter of the said Plat, and all streets and roads which abut upon the said Lots or which serve the said Lots.

B. Subsequently. If any portion of the Annexation Parcel is hereafter annexed to the Development pursuant to the provisions of this Declaration authorizing annexation, then the "Parcel" shall include any part of the said Annexation Parcel which is so annexed, including all Lots therein as shown by any Plat, all streets therein as shown by any Plat, and all Common Areas as shown by any Plat.

Section 14. "One Family Residence", "Single Family Residence", "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, detach house/dwelling arranged, intended and designed for occupancy by only one Family, in a single Living Unit. "Family" is defined as:

- 1) an individual or married couple and the children thereof and no more than two other persons related directly to the individual or married couple by blood or marriage. A family may include not more than one additional person, not related to the family by blood or marriage; OR
- 2) a group of not more than three persons not related by blood or marriage, living together by joint agreement and occupying a single home on a cost-sharing basis.

Section 15. Person means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 16. Plat means the plat of Oak Park Plat 1 and Oak Park Plat 2 hereinabove described in this Declaration. "Plat" shall also mean any amendment of the Plat of Oak Park Plat 1 or Oak Park Plat 2 made by the Developer. "Plat" shall further include any Plat of any portion of the Annexation Parcel [example: Oak Park Plat 3 or Plat 4] which is annexed to the

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Development provided for hereby, and any amendments of any such Plat which are made by the Developer. The Developer reserves the right to amend any Plat as to Lots or other portions of the Parcel which are owned by the Developer, so as to alter the number of Lots, alter Lot lines, increase or decrease the number of Lots, or change the boundaries of Lots. Any amendment of any Plat made by a person other than the Developer must be approved in accordance with the Architectural Control Provisions hereinafter set forth in ARTICLE VII of this Declaration. Any amendment of any Plat which does not receive such prior architectural control approval shall be void.

Section 17. 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 18. Record means to record in the Office of the Recorder of Deeds of Boone County, Missouri, wherein the Property is located.

Section 19. 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 20. Stormwater Covenant means and refers to any covenants, contracts or agreements, or development agreements, with the City or any other governmental authority having jurisdiction over the Development, dealing with or relating to any Stormwater Facility located at any location within the Development, or dealing with, relating to or implementing, in whole or in part, any Stormwater Plan for the Development, or any Stormwater Facility which is required by the Stormwater Ordinance identified below; the intention being and the agreement being (and this Declaration hereby providing) that all Stormwater Covenants and all agreements, restrictions and covenants running in favor of such City or any other such governmental authority, with respect to Stormwater Facilities or Plans, and all duties, obligations and responsibilities with respect to any Stormwater Facility, or any Stormwater Covenant, or the Stormwater Ordinance or the Stormwater Plan, in favor of the City or any other governmental authority or entity, or any other persons or parties, whomsoever, public or private, shall be assumed by, and shall be fully paid and performed by the Association, as the Association shall assume, pay and perform all duties and obligations of every kind, nature and description whatsoever with respect to each Stormwater Facility, each Stormwater Covenant, the Stormwater Ordinance and the Stormwater Plan.

Section 21. Stormwater Facilities. “Stormwater Facilities” shall mean any of the following located within the Parcel:

- a. Any ponds, lakes, wet or dry stormwater detention, retention, holding, cleaning or treatment impoundments or basins now or hereafter located within the Development;
- b. Any stormwater receiving or treatment wetlands now or hereafter located within the Development;

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- c. All water impoundments now or hereafter located within the Development;
- d. All dams, spillways, drains, filters, shorelines, drainways and other components of, leading to and/or leading from any such pond, lake, wet or dry detention, retention, holding, cleaning or treatment impoundment or basin, or any such wetland;
- e. Wet or dry stormwater detention or retention basins or impoundments located any location within the Development;
- f. Swales, ditches, drainageways, creeks, streams (wet or intermittent) or other water conveyances or cleansing devices or components located within any Common Area, or if not located within any Common Area, is located within one or more Lots but which serves more than one Lot, all of same intended to be a Stormwater Facility and to be a Common Element regardless of where located,
- g. Erosion control measures located within or which serves any Common Area;
- h. Any Stormwater Facility, Stormwater Detention Facility, swale, ditch, drainageway, creek, pond, lake or impoundment which is the subject matter of any Stormwater Covenant, now or in the future, and all dams therefor, spillways therefor, shorelines thereof, and all parts and components thereof;
- 1. Any Drainage Easements established by any Plat which, to the extent not publicly owned or not publicly maintained, shall be a Common Area and Common Element;
- j. Any facility or component described in any Stormwater Covenant, or which implements the provisions of the Stormwater Ordinance or the Stormwater Plan, wherever located, all of which shall be Common Elements of the Development

Section 22. Stormwater Ordinance shall mean Section 12A, of Section 87, of the Ordinances of the City, as amended, as same relate to any Stormwater Facility, and any other Ordinance of the City relating to any Stormwater Facility included within the Development.

Section 23. Stormwater Plan shall mean any Stormwater Plan, or Stormwater Runoff Plan, or similar plan, submitted to the City in connection with the Development and/or approved by the City or required by the City in connection with the Development, in compliance with the Ordinance, or any other ordinance, law, regulation or requirement of the City.

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

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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. 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.

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ARTICLE III
VOTING RIGHTS

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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 one hundred and twenty-two (122) Class B memberships and Class B votes; there being one (1) Class B membership and one (1) Class B vote allocated to each of Lots 101 through 242, both inclusive, as shown by the Plat of Oak Park Plat 1 and Oak Park Plat 2 hereinabove described, and there being sixty (60) additional Class B memberships and Class B votes, to be held by the Developer, which are not allocated to any of said Lots. Each of Lots 101 through 120, both inclusive, of Oak Park Plat 1 and Oak Park Plat 2 shall, therefore, have allocated thereto one (1) Class B membership and one (1) Class B vote. In addition, the Developer is to hold sixty (60) additional Class B votes, which are not attributable to any Lot.

Hereafter:

A. Increase in Number of Class B Votes and Class B Memberships. If the Developer hereafter annexes to the Development provided for by this Declaration, and subjects to this Declaration, any portion of the Annexation Parcel, then the number of Class B memberships and Class B votes shall be increased by the number of Lots located within each such portion of the Annexation Parcel which is so annexed to the Development, as such number of Lots is provided for by the Plat of such portion of the Annexation Parcel which is so annexed to the Parcel.

B. 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 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.

C. 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,

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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 and a Class A Membership shall attach thereto.

D. 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 as to all then existing Lots then contained within the Parcel and the Development have terminated, and a period of more than sixty (60) months has expired since the Annexation Parcel or any portion of an Annexation Parcel was annexed to the Development; or

b. When all of the Developer's Land constituting the Annexation Parcel which might be annexed to the Development by the Developer has been annexed to the Development and all Class B memberships as to all existing Lots within the Parcel, including the entirety of the Annexation Parcel, and the Development have terminated; or

c. When there has been no annexation of any of the Annexation Parcel to the Parcel for period of more than sixty (60) months and all Class B memberships as to all then existing Lots contained within the Parcel have terminated; or

d. When all Class B memberships as to all then existing Lots then contained within the Parcel and the Development have terminated, and the Developer has declared, in writing, by a written document recorded in the Real Estate Records of Boone County, Missouri, that the Developer does not intend to annex any additional portions of the Annexation Parcel to the Development; or

e. On January 1, 2042; or

f. 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.

E. 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

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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.

F. 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.

G. 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.

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ARTICLE IV
LOTS

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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. The provisions of this ARTICLE 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).

Each of the Lots shall be subject to the provisions of this Declaration, and the Lot Owners of each of the Lots shall be subject to all of the terms, covenants, conditions and provisions of this Declaration.

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.

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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 annual 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), five (5), seven (7), or any other odd numbered number of directors, 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), five (5), seven (7), nine (9) or some other odd numbered number of 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:

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a All maintenance, repairs, replacements, servicing and upkeep for the Common Areas and Common Elements and any Landscaping/Sign Easements (and landscaping and improvements thereon) and any other easements [including Drainage Easements which are not publicly maintained, Pedestrian Easements and other easements] which are established to the benefit of the Development and/or the Association and any Pedestrian Easements, Trail Easements, Pedestrian and Bike Easements, or similar easements located within the Development, and all pedestrian trails, bikeways and similar improvements located within the Development, and all improvements associated therewith; 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 manager, 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 of grass and weeds within the Common Areas and Common Elements and all Landscaping Easement areas and other easement areas established for the benefit of the Association, and providing for the maintaining of all lawns, landscaping and improvements within the Common Areas and Common Elements and of all real estate contained within the Common Areas and the Common Elements and within any Landscaping Easements, Sign Easements, Pedestrian Trail Easements, Trail Easements, Pedestrian and Bicycle Easements, and any other similar easements established for the benefit of the Association (and all trails, paths, bikeways and other improvements located thereon), and all lawns, trees, shrubs, signs, monuments, berms, lighting, electrical fixtures, irrigation systems, entryway structures and other improvements located within any such easements;

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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. Providing for the payment of taxes and assessments, general and special, levied against or by reason of the Common Areas and Common Elements;

j. 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.

k. 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;

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

m. Enforcing any of the provisions of this Declaration;

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

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

p. 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 trail, bikeway, pedestrian pathway, entryway monument, entryway structure, sign, lighting, electrical systems, irrigation systems, berms, decorations and any other structures or improvements placed in any Common Area or constituting any Common Element;

q. Providing weed removal for, weed cutting for, and all other maintenance, repairs, servicing, replacements, improvements, operations and upkeep of any Stormwater

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Facilities, including any lakes, ponds, Stormwater detention areas and other water impoundments constituting any part of any Common Elements or located within any Common Area, and providing maintenance, repairs, replacements, improvement and upkeep of the shorelines thereof and any dams therefor and the spillways therefor and every part and component thereof, and performing all duties of the Association and/or the Developer under any Stormwater Covenants, the Stormwater Plan and the Stormwater Ordinance;

r. Providing for the maintenance, repair, improvement, upkeep, operation of, and insuring of, and all other expenses associated with the upkeep and ownership of any lakes, ponds, Stormwater detention areas or Stormwater Facilities constituting any part of the Common Elements or located within any Common Area, and the maintenance, repairs, replacements, improvements and upkeep for the shorelines thereof and the dams therefor and the spillways therefor and every part and component thereof;

s. 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, any and all walkways, walks, sidewalks, pedestrian walks, drainageways, drainways, drains, Stormwater Facilities and other Common Elements;

t. Providing for all maintenance, repairs, replacements, servicing and upkeep of, and providing insurance for, and providing for all upgrades of, expansions of, alterations of, or modifications of any Stormwater Facilities, at any time located within any Common Area, which such Stormwater Facility is provided for by a Stormwater Plan, the Stormwater Ordinance or any Stormwater Runoff Plan that has been approved by the City, as shall be required in order for such Stormwater Facility to perform, and to continue to perform in accordance with requirements imposed by the City;

u. To take all actions which are required to properly maintain, repair, operate, keep, use and upgrade or modify to the extent necessary, any Stormwater Facility, in order to keep such Stormwater Facility in compliance with any requirements of the City or any other governmental authority having jurisdiction over the Development;

v. To carry out all actions which are required to maintain, use, operate, keep and modify or expand when necessary any Stormwater Facility, in order to keep each Stormwater Facility in compliance with all applicable requirements of the City, the Stormwater Ordinance, any Stormwater Covenants, or any applicable requirements of any other governmental authority over the Development;

w. To provide all maintenance, repairs, replacements, servicing and upkeep of all Stormwater Facilities, including, but not limited to those shown on or required by the Stormwater Ordinance, or the Stormwater Plan, or any Stormwater Covenant, and any other Stormwater Facilities now or hereafter placed within the Development, whether same are located on Common Areas or within the boundaries of any Lot, and whether or not same are located within any Drainage Easements or Stormwater Easements; and

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x. Performing all duties and obligations under each and every Stormwater Covenant, and Stormwater Ordinance and Plan, and all duties and obligations for the maintenance, repair, replacement, operation and upkeep of any Stormwater Facility, whether such obligations run in favor of the City of Columbia or any other person or party whomsoever.

Section 6. Entry Into Lots. The Association, or its managing agent, 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 the enforcement of this Declaration, or which it is authorized or empowered to perform. The Association's managing agent (or Association President if no managing agent) or contractors authorized to do work by the managing agent (or Association President if no managing agent) 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 for 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 **THE ASSOCIATION, ITS AGENTS, ITS DIRECTORS AND ITS EMPLOYEES AND OFFICERS, CONTRACTORS AND DESIGNEES AND ITS MANAGING AGENT, IF ANY, SHALL HAVE ALL OF THE RIGHTS, EASEMENTS, POWERS AND AUTHORITIES, AND SHALL BE SUBJECT TO ALL OF THE IMMUNITIES PROVIDED FOR BY SECTION 8 OF ARTICLE VI, WHICH APPEARS BELOW, SUCH SECTION 8 BEING INCORPORATED HEREIN BY REFERENCE, THE SAME AS THOUGH FULLY SET FORTH IN THIS SECTION 6 VERBATIM. IN ADDITION, THE ASSOCIATION, ITS DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND DESIGNEES AND CONTRACTORS SHALL HAVE ALL OF THOSE EASEMENTS TO ENTER UPON A LOT IN ORDER TO PERFORM MAINTENANCE, REPAIRS, REPLACEMENT AND RESTORATION AS ALSO DESCRIBED IN SECTION 1 OF ARTICLE IX OF THIS DECLARATION.**

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 Twelve Thousand Dollars (\$12,000.00), 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 Twelve Thousand Dollars (\$12,000.00), without in each case obtaining the prior approval of a majority of the Class A Members and of the Class B Members. The provisions of this Section notwithstanding, however, the Association and its Board of Directors shall be authorized and required to expend from the Maintenance Fund any funds required to maintain, repair, replace, improve or upgrade any Stormwater Facility in order to keep same in compliance with any Stormwater Plan or the requirements of the City.

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

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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 a fine or other imposition in accordance with Section 35 of ARTICLE XI of this Declaration and 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

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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 **Three Hundred Dollars (\$300.00)** 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 **Three Hundred Dollars (\$300.00)**, 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 July 1 of that fiscal 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 June of a calendar year, such Lot shall, nevertheless, be subject to the Annual Assessment for the next fiscal year, as of July 1 of such next succeeding fiscal year. The first Annual Assessment as to any Lot shall become effective July 1 of that calendar year which next

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immediately begins following the conclusion of the fiscal year within which the first Lot within the Development becomes subject to the Initial Assessment pursuant to subsection A above. There shall be no Annual Assessments until a Lot within the Development has become subject to the Initial Assessment pursuant to subsection A above. Effective July 1 of that year which next begins after the first such Lot becomes so subject to the Initial Assessment, Annual Assessments shall apply. The first Annual Assessment for the first calendar year within which Annual Assessments are to be effective shall be in the sum of **Two Hundred Fifty Dollars (\$250.00)** per year. On that date of July 1 when Lots become subject to Annual Assessments as hereinabove described in this subsection B, 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 an Annual Assessment for such calendar year in the sum of **Two Hundred Fifty Dollars (\$250.00)**. Such Annual Assessment, for each such Lot, shall be due and owing on such date of July 1, and must be paid to the Association on or before that date, or otherwise determined by the Board. Once a Lot is subject to the Initial Assessment, such Lot shall thereafter be perpetually subject to Annual Assessments, with the first such Annual Assessment to be for that fiscal year which begins on July 1 of the calendar year which next begins after the Lot became subject to the Initial Assessment. Each such Lot shall thereafter, as of July 1 of each succeeding calendar year, thereafter and 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 July 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 June 15 of that fiscal year which began with the July 1 date when the first Lot within the Development became subject to Annual Assessments pursuant to the above provisions of this subsection B, and on or before June 30 of each subsequent fiscal 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 June 30 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 total Annual Assessment upon all Lots subject to Assessment as of the first day of the fiscal year for the coming fiscal year, and it 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 July 1 of the next fiscal year.

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 fiscal 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 fiscal year, or the sum of **Two Hundred Fifty Dollars (\$250.00)** 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 such Lot Owner by this Declaration, by providing for the maintenance, repairs and replacements of the Building 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 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. Each Lot Owner of each Lot, by acceptance of the deed for such Lot, agrees to perform, upon such Lot Owner's Lot and with respect to the Building and improvements located thereon, all maintenance, repairs,

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replacements and upkeep which are required of such Lot Owner by this Declaration, and to observe all use restrictions provided for by this Declaration and to observe and conform with all easements, covenants and restrictions provided for by this Declaration, and each such Lot Owner, by acceptance of the deed for such Lot Owner's Lot, covenants and agrees that if such Lot Owner fails to perform any of the maintenance, repairs or replacements required of such Lot Owner by this Declaration, or to perform any grass cutting, irrigation, trimming, edging, weed control, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair or replacement required of the Lot Owner by this Declaration, or observe any of the use restrictions or the covenants or agreements provided for by this Declaration, then, in such event, the Association or its Board of Directors or any of its officers, employees, contractors or designees may enter upon the Lot Owner's Lot (and shall have a perpetual, unconditional easement over such Lot Owner's Lot), and may perform upon the Lot Owner's Lot all work, actions, maintenance, repairs, replacements, servicing, upkeep, grass cutting, irrigation, trimming, edging, weed control, decorate, repair or replacement which the Lot Owner declines, fails or refuses to perform, and/or to take any steps within the Lot and within or upon the Building located within the Lot which are required to bring the Lot, and the Building, and the uses thereof, into full conformity with the provisions of this Declaration, and that all costs incurred by the Association's Board of Directors, or its officers or employees, contractors or designees, in taking any such action in taking any such steps, shall be charged to the Lot Owner as a "Special Lot Assessment," which such Special Lot Assessment shall bear Interest as provided for by this ARTICLE, and shall be enforceable in the manner provided for by this ARTICLE, and shall constitute a lien upon the Lot Owner's Lot just as all other Assessments constitute such liens, in the manner described in this ARTICLE, with such Special Lot Assessment and all attorney's fees and other costs and expenses incurred in the enforcement of such Special Lot Assessment to constitute a lien upon, and to be enforceable and foreclosable in the manner described in this ARTICLE. Each Lot Owner, by accepting a deed for the Lot Owner's Lot, shall be deemed to have covenanted and agreed, and shall have covenanted and agreed, that such Lot Owner totally and completely and unconditionally releases, discharges and exonerates the Association, its Board of Directors and its officers, employees, contractors and designees, from all actions taken by them pursuant to this Section 8, and from all Special Lot Assessments which arise out of or are imposed pursuant to this Section 8, provided only that the Association, its officers, Board of Directors, employees or designees or contractors exercise good faith and their best judgment. It is agreed that maintenance of the Development and of each Lot and of the Buildings thereon, and observance of all of the easements and requirements and conditions and covenants of this Declaration are of the essence in preserving the value of the Lots, the Buildings thereon, and the proper use and enjoyment by all Lot Owners of their respective Lots and Buildings.

Section 9. Special Tax Bills for Public Improvements/Common Improvements. The Association shall pay any special tax bill or benefit assessment of the City or any other public body or Governmental Authority 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

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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 shall be enforceable in that manner hereinafter provided for in this ARTICLE for enforcement of all assessments. Special Assessments provided for by this Section shall attach to all Lots, whether owned by Class A or Class B Members or other members, or Builders. The Association may assign to the City or any other public body or governmental authority any Special Assessments assessed by the Association pursuant to this Section. The intention is to spread equally among, and to allocate equally among, all Lots subject to Assessment pursuant to this Section, all costs of all public improvements (example: road improvements, street improvements and similar improvements) which benefit the Development, or any substantial number of Lots located within the Development. In addition, the Association's Board of Directors may elect to cause the Development to be considered to be a Neighborhood Improvement District or Community Improvement District, or similar district, in order to provide for the payment of costs for public improvements which will benefit the Development, whether or not such improvements are located within the boundaries of the Development, or, alternatively, may agree with the City or any other governmental authority to assess or impose upon all of the Lots, as a Special Assessment, that portion of the costs of any road improvement, street improvement or other public improvements, which fairly represents the allocated share of the Development for such improvements. It is understood that there are certain public improvements, for which the City may not levy special tax bills against the Lots, but which do benefit all Lots or a substantial number of the Lots or the Development, and the Association, in order to facilitate the making of such improvements by the City, or any other governmental entity, has the authority and shall have the authority to levy the Special Assessments provided for by this Section, and every Lot Owner of each Lot by accepting a deed for such Lot covenants and agrees that such shall be the case and agrees to such Assessments. All Assessments charged in accordance with this Section 9 shall be Assessments which are chargeable in accordance with, and are enforced as liens upon Lots, and shall bear Interest, and costs, in the manner described in this ARTICLE, and shall be enforceable and foreclosable in the manner described in this ARTICLE.

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 here from), 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 shall be enforceable in that manner hereinafter provided for in this ARTICLE 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.

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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 Enforcement of Assessments. All assessments provided for by this ARTICLE 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 of one and one half percent (1.5%) per month. Interest shall accrue from the time an Assessment is due and until it is paid in full. All Assessments and accrued Interest thereon, at the rates described in this Section, and all costs of collection incurred by the Association in seeking to enforce payment of an Assessment, and Interest thereon, and/or in seeking to foreclose upon or to enforce the lien for such Assessment (including, but not limited to, attorney's 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 attorney's 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 or any officer or officers of the Association, or any Managing Agent hired by the Board of Directors to manage the affairs of the Association, may enforce Assessments as follows:

a. 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 Owner's Lot and all improvements located thereon, including any Residence located thereon, if not paid in a timely manner.

b. In addition to any lien arising from an unpaid Assessment (and the accumulated and accrued interest thereon), all costs incurred by the Association (or the City or any other governmental authority in the event of an Assessment pursuant to Section 9 of this ARTICLE) in collecting said Assessment from said Lot Owner(s), including the Association's (or the City's) attorney's 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.

c. The Association, acting through its Board of Directors, or any member of such Board of Directors or any officer, or its Managing Agent, if any (or the City or any other government agency in the event of a Special Assessment under Section 9 of this ARTICLE), may collect said Assessment by a lawsuit against the Lot Owner(s). Alternatively, or in addition, the Association [or any officer thereof, member of the Board of Directors thereof, or Managing Agent

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thereof] (or the City or any governmental entity, in the event of a Special Assessment pursuant to Section 9 of this ARTICLE) 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 attorney's fees of such foreclosure action or such lawsuit, or both.

d. 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.

e. The lien to secure the payment of an Assessment shall be in favor of the Association (or the City or any governmental entity, in the event of a Special Assessment pursuant to Section 9 or 11 of this ARTICLE) and the Board of Directors of the Association (or the City) shall have the discretion as to whether or not to enforce said lien, and as to the manner of such enforcement.

f. 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 attorney's fees. Each Lot Owner, by acceptance of a deed for such Lot Owner's Lot, agrees that the lien against a Lot shall constitute a lien that may be foreclosed in the manner hereinabove described in this subsection f, and agrees that any such lien shall be treated as, and shall be deemed to constitute, a special lien on the Lot Owner's Lot, which is identical to the lien of a deed of trust upon real property (with full power of sale). Any member of the Board of Directors of the Association, or any officer of such Board of Directors, or any Managing Agent of the Association, if a Managing Agent is hired by the Board of Directors, may act as if he or she is the "trustee" under a deed of trust, foreclosing the lien in the manner hereinabove described in this subsection f. The lien, therefore, may be foreclosed in the same manner as is provided for by the above referenced sections of the Missouri Statutes for foreclosure upon a deed of trust upon real property, with full power of sale, with each Lot Owner granting to the Association, each member of its Board of Directors, its officers and its Managing Agents, as trustee, a lien comparable to (identical to) a deed of trust lien upon real property, with the lien to be foreclosed in such manner. In addition, if a lien is granted against a Lot to the City or any governmental authority by way of a Special Assessment levied pursuant to Section 9, then the City or governmental authority shall be treated as the trustee, having full power to foreclose the lien in the manner described in this subsection f.

g. The Association (or the City or other governmental entity in the event of a lien charged pursuant to Section 9 of this ARTICLE) 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 (or the City's or such entity's) right to assert said lien against the Lot and without affecting the priority, status, or enforceability of said lien.

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h. The Association (or the City or any governmental authority, if a Special Assessment is imposed pursuant to Section 9 of this ARTICLE) 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 (or the City) 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.

i. Any lien running in favor of the City or any governmental authority under Section 9 of this ARTICLE above may be enforced by the City or such governmental authority, in its own name or in the name of the Association or its Board of Directors, against each of the Lots subject to such Lien, and may enforce such lien in such manner as the lien may be enforced by the Association or its directors pursuant to the above provisions of this Section.

Section 14 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 (or the City or any governmental authority in the event of a Special Assessment under Section 9) records notice of said lien in the office of the Recorder of Deeds of Boone County, Missouri. The lien in favor of the Association (or the City or any governmental authority in the event of a Special Assessment under Section 9) 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 (or the City or any governmental authority in the event of a Special Assessment under Section 9) shall arise and constitute a lien against a Lot from and after the date of such recordation. The Association (or the City or any governmental authority in the event of a Special Assessment under Section 9) may record such lien notice in the office of the Recorder of Deeds of Boone County, Missouri, at any time subsequent to the date when an Assessment becomes delinquent. No prior written notice to an Owner shall be required to be given by the Association (or the City or any governmental authority in the event of a Special Assessment under Section 9) before the recordation of such notice in the office of the Recorder of Deeds of Boone County, Missouri.

Section 15. 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.

Section 16. Relation of Assessment Lien to Other Liens and Encumbrances. An Assessment lien in favor of the Association (or the City) 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 Recorder 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 (or the City). Furthermore:

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a. 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.

b. 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 17. 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 and that no property owned by the Developer or any Class B member shall be exempt from any Special Assessment levied by the City pursuant to Section 11 above.

ARTICLE VII
ARCHITECTURAL CONTROL

[The provisions of this ARTICLE VII, including the various Architectural Control provisions of this ARTICLE VII hereinafter set forth, may be amended as same shall be applicable to various portions of the Annexation Parcel hereafter annexed to the Development and the Parcel.]

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, enclosure, post, pole, driveway, parking area, sidewalk, walkway, or other structure or improvement of any kind whatsoever 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,

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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 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, and, from that point forward (and thereafter) no Building, house, dwelling, residence, ancillary building, fence, wall, enclosure, post, pole 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 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 RIGHTS 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 FINDS THAT THE PLANS AND SPECIFICATIONS SHOW A STRUCTURE THAT WOULD BE IN HARMONY WITH

RESPECT TO SURROUNDING STRUCTURES AND TOPOGRAPHY, AND WHICH WOULD BE IN KEEPING WITH THE DEVELOPER'S 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, UNLIMITED AND UNMITIGATED DISCRETION (AND NO REQUIREMENT OF REASONABLENESS SHALL BE DEEMED TO BE EXPRESSED OR IMPLIED) 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 FINDS WOULD NOT BE IN KEEPING WITH, OR WOULD DISTRACT 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. Even though plans and specifications presented to the Developer comply with Section 1 and the following Sections of this ARTICLE, 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

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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 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 A REPRESENTATIVE AS APPOINTED BY BEACON STREET PROPERTIES, LLC, OR ITS SUCCESSOR (IF THE DEVELOPER THEN HOLDS ARCHITECTURAL CONTROL), OR BY THE MANAGING AGENT (OR ASSOCIATION PRESIDENT IF THERE IS NO MANAGING AGENT) OF THE ASSOCIATION'S BOARD OF DIRECTORS (IF THE BOARD OF DIRECTORS THEN HOLDS THE ARCHITECTURAL CONTROL); OR

B. A CERTIFIED MAIL OR REGISTERED MAIL RECEIPT ISSUED BY THE UNITED STATES POSTAL SERVICE 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 ASSOCIATION:

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OAK PARK HOMEOWNERS ASSOCIATION
ATTN: MR. CORY T. RIDENHOUR
POST OFFICE BOX 7363
COLUMBIA, MO 65205-7363

OR MANAGING AGENT OF THE ASSOCIATION'S BOARD OF DIRECTORS DEPENDING ON WHO HOLDS THE ARCHITECTURAL CONTROL.

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 ASSOCIATION OR DEVELOPER DEPENDING ON WHO HOLDS THE ARCHITECTURAL CONTROL.

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. Setbacks/Side Yards/Variation of Setbacks. No Building shall be located within or shall encroach upon any building line or building setback line established by any Plat, without the prior written approval of the Developer, the Board of Directors of the Association, or it's Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers hereunder. No Building shall, however, be located within any setbacks, if any, which are established when the Plans and Specifications for the Building which are approved by the party who then holds the Architectural Control Powers hereunder. Plans and Specifications submitted to the party then holding Architectural Control Powers under this ARTICLE shall, among other things, contain a complete and accurate site plan showing the specific intended location of the Building on the Lot (i.e., a house on lot plot plan drawn to scale), and shall show the intended front yard setbacks, rear yard setbacks and side yard setbacks, all of which shall be subject to approval by the Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under this Declaration, in the exercise of their discretion as hereinabove described in this ARTICLE of this Declaration.

Section 2. 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, 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,

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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) 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 shall apply not to just 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, 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 shingles and/or materials to be placed thereon.

Section 3. Dwelling Purposes. Each Building shall be used solely as a residence and uses normally ancillary thereto. No Building or Lot shall be used for any purpose other than as a residence.

Section 4. Minimum Size Requirements for Lots Within Oak Park Plat. 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 various Lots of various portions of the Parcel, including any portions of the Annexation Parcel hereafter annexed to the Development and subjected to this Declaration. **Differing Minimum Size requirements for Buildings on any portion of the Annexation Parcel hereafter annexed to the Development, if any, may apply.**

At the outset, as to Lots within Oak Park Plat 1 & 2, the developer, or a representative appointed by the Developer, must review the Plans and Specifications for each Building and approve the square footage of such Building.

Enclosed Floor Areas shall be measured on the basis of exterior Building measurements. The Enclosed Floor Area shall refer only to space which is fully finished, and is intended for year round living. Enclosed Floor Area/Finished Floor Space shall exclude space within any open porch, screened in porch, patio or garage or similar area, or any space contained within a walkout or non-walkout basement or within any cellar.

Section 5. Roof Pitch and Materials for Roofs. The Developer may, in the Developer's discretion, as the Developer sees fit, establish requirements for the minimum roof pitch of Buildings which are placed on various Lots of various portions of the Parcel, including in the portions of the Annexation Parcel hereafter annexed to the Development and subjected to this Declaration. The Developer may also, in the Developer's discretion, as the Developer sees fit,

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establish or not establish various requirements for the types of shingles or roof coverings which must be placed on roofs of Buildings.

Section 6. Plumbing Penetrations. Plumbing stacks shall only be permitted to exit the roof at or near the rear of the Building for the purpose of making the same less visible from the street.

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 Buildings which are to be placed on various Lots of various portions of the Parcel, including any portions of the Annexation Parcel hereafter annexed to the Development and subjected to this Declaration. Differing Architectural Control requirements may, therefore, apply to Buildings located within the various Lots or portions and Plats of the Development, as the Developer in the Developer's sole and absolute discretion finds to be appropriate.

The following exterior finish material requirements shall apply to each Building on each Lot within Oak Park Subdivision, Plat 1 & 2: Each Building on each of such Lots must be constructed with Hardie Cement Siding (or similar product), brick or stone or a combination thereof on all sides of the Building, which is approved, in advance of application, by 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. No Vinyl, Dryvit, EFIS or Stucco on any side of the building will be permitted.

Section 8. Colors and Types of Materials. Subject to the provisions of this ARTICLE VII, the Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers hereunder, shall have the power and authority and must approve or disapprove, in advance of the use thereof, pursuant to the Architectural Control Powers of this ARTICLE, the following:

- Colors and types of siding;
- Colors, types, manufacture and quality of roof shingles;
- Brick and colors of brick or stone;
- Colors and types of trim, gutters, downspouts and shutters;
- Colors and types of doors or windows.

Section 9. Hard Surfaced Driveways & Sidewalks. 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 hard surfaced materials with which the driveways and walkways will be surfaced. All 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. 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.

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Section 10. 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, PERMANENTLY OR TEMPORARILY, 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.

Section 11. Lot Perimeter Fences/Fences/Dog Pens. No fence or similar improvement or structure shall be placed within the Development without the prior approval 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 Declaration. Absent a prior determination made by the Developer, the Board of Directors of the Association or its Architectural Control Committee, for very good and very substantial cause, all fences shall be limited to the forty-eight inch (48") height that are: 1) black or bronze aluminum rod-ironed type fence, 2) cedar picket or shadow box fences finished with Sherwin-Williams "Shabback", "Charwood", "Hawthorn" colors; Behr "Coffee", Cabot "Cordovan Brown" color, Olympic "Coffee" color (or identically matched color approved by the Developer or Board of Directors of the Association, or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers) with ACQ posts and runners. Under no circumstances shall chain link fences or any fences similar appearance or comparable appearance to a chain link fence; vinyl; privacy or any other fences ever be permitted. Dog pens, dog runs, animal shelters, dog houses, kennels or similar structures are not permitted. In the event that an in-ground pool is approved in accordance to Section 10 of this ARTICLE, a 6' rod iron fence may be erected for the purpose to meet city ordinances relating to in-ground swimming pools as approved by the Developer or the Board of Directors of the Association, or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers.

Section 12. 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 13. 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. **EACH BUILDER OF EACH BUILDING, AND EACH LOT OWNER AND SUCH LOT**

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OWNER'S CONTRACTORS, SHALL BE OBLIGATED TO PERFORM THEIR WORK IN ACCORDANCE WITH, AND TO CONFORM WITH, AND TO COMPLY WITH, ALL EROSION CONTROL AND PROTECTION MEASURES OF THE STORMWATER PLAN, IF ANY, AND IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, ORDINANCES AND REQUIREMENTS OF THE CITY, AND EACH BUILDER WHO BUILDS OR CAUSES TO BE BUILT A BUILDING OR ANY OTHER STRUCTURE OR IMPROVEMENT WITHIN THE DEVELOPMENT, AND EACH LOT OWNER OF A LOT UPON WHICH A BUILDING IS BUILT, SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE DEVELOPER OF AND FROM ANY AND ALL, AND EACH AND EVERY, SUIT, ACTION, CLAIM, DEMAND, FINE, COST OR EXPENSE, OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF THE FAILURE OF SUCH LOT OWNER OR SUCH LOT OWNER'S BUILDER, OR SUCH BUILDER, TO FULLY COMPLY WITH THE EROSION CONTROL MEASURES DESCRIBED IN THIS SECTION OR ANY EROSION CONTROL MEASURES DESCRIBED IN ANY STORMWATER PLAN, OR ANY OTHER APPLICABLE CODE, ORDINANCE OR REQUIREMENT OF THE CITY. The provisions of this Section 13 shall run with each Lot and shall be binding on the Lot Owner of each Lot, and their successors in ownership.

Section 14. Accessory Buildings, Out Buildings and Other Improvements. No additional and/or accessory structures or improvements of any kind or nature whatsoever 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 advanced approval of the Developer or the Board of Directors of the Association, whichever then holds architectural control powers under this ARTICLE. Exterior storage sheds, storage boxes of any kind are not permitted. As indicated in other sections some structures or improvements may be prohibited.

Section 15. Flag Poles, Pennants and Flags. Reasonable flag poles shall be permitted, with the prior consent of the party then holding the Architectural Control Powers under this ARTICLE. United States, State of Missouri and University of Missouri Flags are generally approved to be flown in the development, all other flags are not approved, unless approved in advanced by the party then holding the Architectural Control Powers under this ARTICLE. Illumination of flags must receive prior approval of the party then holding Architectural Control Powers under this Declaration.

Section 16. 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, and thereafter by the Association's Board of Directors, or its Architectural Control Committee. Any exterior addition to, or change to (including, but not limited to changes in building materials, roofing materials, surface materials, finish materials, other exterior materials or exterior colors), alterations or additions shall be subject to all of the Architectural Control Provisions appearing in this ARTICLE VII, which apply both to original Buildings and structures and any changes therein,

additions thereto or modifications thereof. If pervious paving materials are used for any driveway, sidewalk, walkway, parking area, drive, patio or similar improvement or any other improvement, then pervious paving materials must be used to replace same if replacement is required.

Section 17. Exterior Wiring, Antennas, Air Conditioning, 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, 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 this ARTICLE 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 (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, and others 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. 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 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.

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It is the intent of the Developer and Association to have all such satellite receiver dishes or antennas, etc to be installed out of sight from the street in front of the home in all directions, so not to have them on the front or side of any home or on a pole in any of these locations. However, all satellite dishes must be approved in advance by the party holding Architectural Control.

Section 18. 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. Furthermore, all Lots must be landscaped in accordance with the following provisions of this Section:

A. **Sodding/Seeding.** The front, side and a minimum of 25 feet of the back yards (from back corner) of each Lot must be completely sodded. Corner lot homes must be completely sodded. The remainder of the yard on each lot may be planted with seed and straw, or hydro mulch. Any planting of grass seed must be reasonably calculated to produce (and must thereafter in fact produce) a reasonably attractive stand of grass. All seeding or sodding must be successful, in that it must produce a reasonable, and reasonably attractive and substantial stand of grass. If sodding or seeding is unsuccessful (in that the grass does not survive or grow) then the sodding must be redone within a reasonable period of time (using all due diligence) as soon as reasonable weather conditions therefor exist, and must be redone until a reasonable (and reasonably attractive) and substantial stand of grass is obtained. Steps shall be taken, as reasonably required, in order to prevent erosion.

B. **Trees and Shrubs.** In addition, the Lot Owner shall also be responsible for installing one (1) deciduous or evergreen trees (shade trees or ornamental trees) in the front yard of each Lot within the same time period as is allowed for the installation of sod. Such tree shall have a minimum caliper of three inches (3") [measured 3" above the top of the root ball]. A planting bed or beds of at least ten (10) five gallon shrubs must be placed immediately adjacent to the front elevation of each Building.

C. **Installation, Care & Timing.** The sodding, seeding and landscaping requirements hereinabove described in this Section must be completed within no more than thirty (30) days after the completion of the Building on a Lot; provided that if a Building is first occupied between November 15 of a year and March 1 of the following year, then the sodding shall be completed no later than May 1 of such following year; meaning the immediately following May 1 which follows such date of March 1. Additional provisions dealing with landscaping appear below

In the event the landscaping is not installed in accordance with the provisions of this Section the landscaping (at the discretion of the Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever holds the Architectural Control powers) may be installed by the Developer, the Board of Directors of the Association, or its Architectural Control Committee, whoever holds the Architectural Control powers under this ARTICLE. All sodding must be done in a good and workmanlike manner, using materials which are of good quality, and all landscaping must be installed in a good and workmanlike manner, using materials which are of good quality. In the event the sodding or landscaping is not installed (or redone as required) in accordance with the above requirements, then the Developer, the Board

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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 landscaping, or to complete or remedy or replace the installation of the sodding 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, however they shall be under no obligation to do so. If the sodding 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 eighteen percent (18%) per annum. The landscaping requirements of this Section shall be of the essence.

The Developer may, in the Developer's discretion, impose differing landscaping requirements on various Lots within the Annexation Parcel, as same are annexed to the Development.

If any of the required trees, shrubs, lawns or landscaping material hereinabove described in this Section shall, after the installation thereof, die, then, as described in Section 6 of ARTICLE VIII, the Lot Owner shall be required to replace same with trees, shrubs or other landscaping materials which are the equivalent of those approved for original installation in the Lot by this paragraph B, or as a part of the landscape plan approval process. Each Lot, after the Building thereon is completed, shall at all times have living trees, shrubs, lawns, groundcover and landscaping which conform with the requirements of this Section.

Section 19. 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 20. Mailboxes. The location of all mailboxes shall be determined by the U.S. Postal Service. All Dwellings within the Parcel are required to have a mailbox and mailbox post that is established by the Developer. The box and post shall be part #MBPSBZ and part #BXNB from Mid-City Lumber Company or that may be later established by Architectural Control. Installation, repair, and replacement of mailboxes and mailbox posts shall be at the expense of each lot owner.

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.

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Basketball goals that are approved will be the removable kind as stipulated through the Architectural Control review. 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. Movable basketball goals may not be placed or kept or used within a street or street right-of-way.

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 Managing Agent, 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.

Section 24. Repairs, Alterations, Additions and Improvements. The provisions of this ARTICLE shall apply not just to the construction of the original Building and improvements on a Lot, but to all alterations, modifications, expansions, remodeling, repairs, additions or improvements, to any Building or any other Improvement located on any Lot at any time, all of which must be performed in accordance with the provisions of this ARTICLE, and only after obtaining, prior to the commencement of the work therefor, the Architectural Control Approvals of all Plans and Specifications and other items therefor, as hereinabove described in this ARTICLE.

Section 25. Time for Construction and Completion of Building and Developer's Rights and Option to Repurchase. Each Lot Owner (whether the Lot Owner is the intended owner and occupant of the Building to be placed on a Lot or a Builder) shall be required to start and fully complete construction of the Building to be placed on the Lot, in accordance with the following requirements:

a. The construction of the Building must be started within no more than twenty-four (24) months after the conveyance of the Lot to a Lot Owner other than the Developer or the Developer's Assignees or any other Class B Member; and

b. The Building to be placed on such Lot must be substantially completed, so as to be eligible for immediate issuance by the City of a final Certificate of Occupancy, within no more than twenty-four (30) months after the Lot is conveyed to a Lot Owner other than the Developer, any Assignee of the Developer's rights hereunder or any other Class B Member.

If the time limits hereinabove described are not complied with (conformed with) [and such time limits shall be of the absolute essence], then, at any time after the expiration of the applicable time limit and before the commencement of a Building on the Lot (if a Building has not been commenced) or the completion of the construction of the Building on the Lot (if such Building has not been completed), **the Developer, or its Assignee of its Developer's Rights hereunder, or**

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any Class B Member, shall have an option to purchase from the then Lot Owner (the Lot Owner who then owns the Lot) the Lot (and the Building thereof if one then exists) for a purchase price ("the Purchase Price") equal to the sum of the following amounts:

i. The original purchase price paid for the Lot to the Developer, the Developer's Assignee of the Developer's Rights under this Declaration, or the Class B Member from whom or which the Lot was; plus

ii. The aggregate sum of any actual Costs (actual out of pocket costs) incurred and paid by the Lot Owner, prior to the date of the exercise of the option, for the construction of the Building on the Lot.

The Developer or its Assignee or Class B Member (all referred to herein as "the Developer") may exercise such option, which shall run with each Lot and shall be binding on each Lot Owner and such Lot Owner's successors in ownership of the Lot, by delivering to the Lot Owner written notice of the exercise of such option. If such written notice is so delivered, then the Developer shall have exercised the Developer's option and the Lot Owner shall be required to sell to the Developer, and the Developer shall be required to purchase from the Lot Owner, the Lot Owner's Lot and any Building and Improvements then located thereon, for the Purchase Price. The Lot Owner shall be required to convey to the Developer marketable fee simple absolute title to the Lot, and the Building and improvements located thereon, free and clear of all liens, interests, judgments and encumbrances of any kind or nature whatsoever, excluding only any existing deed of trust on the Lot for the Lot purchase price of the Lot or for the construction of the Building on the Lot, with the indebtedness secured by the encumbrance of such deed of trust to be paid from the proceeds of the Purchase Price (same being paid directly to the holder of the rights under the deed of trust), and, to the extent that the sum of such indebtedness exceeds the Purchase Price, the Developer shall assume and pay the difference (but only to the extent that the aggregate sum of the indebtedness represents only the original purchase price paid for the Lot and the costs of construction actually incurred for the construction of the Building, and interest thereon). The obligations of the Lot Owner to convey the Lot, Building and Improvements to the Developer if the Developer exercises the Developer's option provided for by this Section shall be fixed and absolute. The provisions of this Section are of the essence of the duties and obligations of each Lot Owner, as the Developer will be unable to obtain release from the obligations under the Land Disturbance Permit or Stormwater Permits for the Development until all Lots are conveyed and Buildings are completed, and if Lots remain vacant, the Developer may not be able to obtain such release and discharge from the Developer's ongoing obligations under Stormwater Permits, Land Disturbance Permits or similar Permits applicable to the Development. The Developer shall be permitted to obtain the commitment for the issuance to the Developer of a policy of owner's indemnity title insurance, which will insure in the Developer that the Developer will obtain the title to the Lot and Building required by this Section, and if the commitment for the issuance of such title insurance reasonably indicates to the Developer that the Developer will not obtain such title, then the Developer may cancel and terminate the contract to acquire the Lot and the Building. The Lot Owner shall convey the Lot and the Building to the Developer by the Lot Owner's general warranty deed, containing the usual and customary warranties. The closing of the purchase and sale of the Lot shall occur on a date and time specified by the Developer, by written notice to the Lot Owner, at the offices of a title insurance company acceptable to the Developer, which has offices in Columbia, Missouri; provided, however, that such closing shall occur within no more

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than forty-five (45) days after the Developer has given to the Lot Owner notice of the Developer's exercise of the Developer's option to repurchase the Lot. In the absence of any notice from the Developer to the contrary, and in the absence of any agreement to the contrary of the Lot Owner and the Developer, such closing shall occur on the thirtieth (30th) day following the date of the giving by the Developer to the Lot Owner of written notice of the Developer's exercise of the Developer's option to repurchase the Lot, at the hour of 10:00 a.m. o'clock, at the offices of Boone Central Title Company in Columbia, Missouri; provided, however, that if such thirtieth (30th) day is not a business day (Mondays through Fridays, excluding legal holidays), then the closing shall occur on the next succeeding business day. The Developer may exercise the Developer's option provided for by this Section as to certain Lots or any Lot, and not as to other Lots, without waiving or relinquishing any such option. No failure by the Developer to exercise the Developer's option as to any Lot shall be deemed to constitute a waiver or relinquishment of such option as to such Lot or any subsequent Lot. The Developer's option provided for by this Section shall completely cease and terminate, as to a Lot, if:

a. No Building has been started on a Lot and the Developer fails to exercise the Developer's option within thirty (30) months after the conveyance of the Lot to a Lot Owner other than the Developer or the Developer's assignees or any other Class B Member; or

b. A Building is commenced on a Lot, and such Building is fully completed and a Final Certificate of Occupancy for such Building is issued by the City; or

c. A Building is commenced on a Lot, but is not completed, and the Developer does not exercise the Developer's option provided for by this Section within forty-two (42) months after the date of conveyance of the Lot to a Lot Owner other than the Developer, any assignee of the Developer's Rights hereunder or any other Class B Member.

Section 26. Construction of Sidewalks. Each Lot Owner who purchases or acquires a Lot from the Developer, the Developer's Assignee of the Developer's Rights under this Declaration or another Class B Member, shall be required to construct the required sidewalks that are to be placed on such Lot, for each street frontage (front yard, side yard or rear yard) of such Lot, and must construct such sidewalk in accordance with the Performance Contract/Performance Agreement which the Developer executes or is required to execute with the City, and/or any applicable requirements of the City. Such sidewalk must be constructed by the Lot Owner, at the Lot Owner's cost and expense, even if the Lot Owner does not construct a Building, or even if the Lot Owner does not commence construction of the Building on the Lot within the time limits required by such Performance Contract/Performance Agreement. Each Lot Owner, therefore, upon acceptance of conveyance of a Lot to the Lot Owner by the Developer, the Developer's Assignee of the Developer's Rights under this Declaration or another Class B Member, shall be deemed to have agreed to assume (and shall have assumed), and to pay and perform, all of the Developer's duties and obligations under the Developer's Performance Contract/Performance Agreement/Performance Bond with the City or otherwise to construct the sidewalks that are required to be placed on such Lot, and such Lot Owner shall indemnify, defend, save and hold harmless the Developer, and the Developer's Assignees of the Developer's Rights under this Declaration, and are Class B Members, of and from, any and all, and each and every, suit, action, cause of action, demand, loss, expense or liability arising out of the Lot Owner's failure to construct any sidewalk required to be placed within the Lot Owner's Lot, even if the Lot Owner

does not build a Building on such Lot, as the requirements for such sidewalk are described in any Plat, the Plan or any Performance Contract, Performance Agreement or Performance Bond given by the Developer or any Assignee of the Developer's Rights as the Developer or any Class B Member to the City in connection with any plat approval process or other approval processes, or the Plan.

ARTICLE VIII
MAINTENANCE

Section 1. General Maintenance by Association. The Association shall provide for all maintenance, repairs, replacements, servicing, upkeep and improvements and insurance for any Stormwater Facilities, Pedestrian or Pedestrian and Bicycle Trail Easements and any trails or paths located thereon, and all components and appurtenances of any such trail or path, and for all of other Common Areas and Common Elements, and for the land and improvements within any other Easement running in favor of the Association, or which are a part of the Common Elements and for all Common Areas and the Common Elements therein. The Association shall provide for all mowing, fertilization, irrigation, maintenance, repair, replacement, operations, insurance and upkeep of all Stormwater Facilities and other Common Elements and all lawns and landscaping and plantings located within Common Areas and Common Elements and any such Easements, and shall provide for all maintenance, repair, replacement, servicing, upkeep insuring of, and improvement of any kind or nature whatsoever required for the maintenance, repair, replacement, servicing, upkeep or improvement of the Common Areas and Common Elements, including, but not limited to the, entryway monuments, structures, signs and similar items placed at the entrances to the Development or any portions of the Development and any improvements placed within any Landscaping Easements, or other such Easements, and any lakes, parks, Stormwater detention facilities or water impoundments or Stormwater Facilities located within any Common Area, and the shorelines, dams and spillways therefor. The Association shall pay all taxes upon the Common Areas and Common Elements, and shall provide adequate liability insurance, and fire and casualty insurance, for the Common Areas and Common Elements.

Section 2. Maintenance, Repairs and Replacements by Lot Owners. Each Lot Owner shall maintain, repair and replace his Lot, and the Building located thereon, and all improvements located thereon, and to maintain, repair, replace, mow, keep free of weeds and similar infestations, fertilize and properly irrigate so as to keep same in good condition, all lawns, grass, groundcover, trees, bushes, shrubs and landscaping contained thereon, and shall be required to clean, maintain, repair and replace all parts and components of the Building located on such Lot Owner's Lot, and all other improvements located on the Lot Owner's Lot, and all parts thereof, so as to keep same at all times in a clean, neat, safe, attractive, well maintained (with a well maintained appearance) and aesthetically pleasing condition and appearance, free from weeds, weed infestations, pest infestations and all junk, trash and debris, and free and clear of all dead or dying lawns, trees or vegetation, and any conditions which would reasonably be deemed to be unsightly or to evidence poor maintenance or lack of maintenance, repair or upkeep, and other conditions reasonably requiring repair, replacement or other remedies.

Section 3. Standards of Maintenance, Repair and Replacement. The Association shall maintain any Common Areas and Common Elements, and each Lot Owner shall maintain, repair

and replace his Lot, and all portions thereof, and all Buildings and improvements located thereon, so as to maintain same in a clean, safe, neat and 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.

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Section 5. Landscaping in Landscape & Sign Easements. The Association shall provide for all maintenance, repairs, replacements, servicing and upkeep of any Landscaping installed with any Landscaping or Sign Easements, the obligations of which are not imposed upon the Owner's of the Lots within which the Landscaping/Sign Easements are located, as hereinafter provided for in ARTICLE IX below.

Section 6. Landscaping to be Maintained in Accordance With Minimum Initial Landscaping Requirements/Proper Irrigation. If initial lawn and landscaping requirements apply to a Lot, under Section 18 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. 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 18 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.

Section 7. Repeated Violations. If a Lot Owner shall repeatedly violate, or shall periodically violate, or shall violate on more than two (2) occasions, any of the standards of maintenance, repair and replacement established for such Lot Owner's Lot by this ARTICLE 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 and/or Section 8 of ARTICLE VI of this Declaration (such Section 8 being incorporated herein by reference). 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 Lot Assessment against the Lot Owner, as described in Section 4 of this ARTICLE and as more specifically described in Section 8 of ARTICLE VI of this Declaration.

Section 8. Maintenance of Stormwater Facilities. The Association shall keep, maintain, repair, replace, improve, operate, and, if necessary, alter and enhance each Stormwater Facility, whether located within any Common Area or within any Lot, as required to cause such Stormwater Facility to at all times perform its intended functions, in accordance with the Stormwater Ordinance and/or any Stormwater Covenant and/or the Stormwater Plan, and all of its intended functions provided for by the Stormwater Ordinance or any Stormwater Covenants or any Stormwater Plan or any functions imposed upon such Stormwater Facility by any regulations or requirements of the City, and the City shall have the power and authority to require that the Association perform its functions and duties in these respects.

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Section 9. Minimization of Stormwater Runoff and Its Effects. If there is located within a Lot any swale, ditch, stream or other Stormwater conveyance, retardant, flowage, cleaning or associated improvement, which is designed and intended to provide for the flow of, the passage of, the retardant of the flow of, or the cleaning or cleansing of Stormwater or any similar function, then the Lot Owner of such Lot shall and must maintain, keep and repair same in order to keep same in good repair and condition and, where applicable, in good operating condition, so that it can and will continue to perform its intended function for all purposes.

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, for ingress and egress and 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 Section 4 or Section 7 of ARTICLE VIII of this Declaration, or Section 32 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 or its Manager, 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 Section 4, 6 or 7 of ARTICLE VIII of this Declaration, or Section 30 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. Each Lot Owner, by acceptance of a deed for the Lot Owner's Lot, agrees that the Association shall have a perpetual, unconditional easement, as described in Section 8 of ARTICLE VI of this Declaration, and shall have the right to impose Special Assessments as described in Section 8, such Section 8 being incorporated herein by reference.

Section 2. Other Easements. All other easements, as shown by the Plat, whether public or private, shall exist as shown by the Plat, except that of Sign Easements that are separately documented.

Section 3. Pedestrian Trail Easement. Plats for various portions of the Parcel may or may not provide for a Pedestrian Trail Easement, or a Pedestrian Easement or Trail Easement, or Pedestrian and Bicycle Easement, or similar Easement. Any such Easement may be referred to in this Section 3 as an "Easement." The intention is that any such Easement, and any trail or path or

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walkway located therein, shall be used only for jogging, walking and bicycling (using non-motorized bicycles). A perpetual, irrevocable easement, for the construction, maintenance, repair, replacement, use, keeping and upkeep of any Trail or path or pathway or walkway or pedestrian or bicycle passageway located within any such Easement (collectively referred to as "the Trail"), shall exist, and is hereby established upon each Lot upon which any such Easement exists (under the terms of the Plat or a grant of easement or declaration of easement or otherwise). Any such Lot shall be burdened with an Easement for the construction of, maintenance, repair, replacement of, use and keeping and upkeep of any Trail located or to be located within the boundary lines of such Easement, and such Easement shall run in favor of the Association. The terms of such Easement, which shall inure to the benefit of the Association and the Lot Owners of each Lot, shall have as its terms the following:

a The Easement shall be perpetual and irrevocable, and shall run with the land;

b The Easement shall permit the Developer and the Association, and each of them, to build, construct, maintain, repair, improve, keep and place the Trail at any location within the Easement before original construction of the Trail and thereafter at the location where it is (was) originally constructed by the Developer or the Association;

c The Trail shall be a Common Area and a Common Element, owned by the Association, to be maintained, repaired, replaced and improved by the Association, and to be kept by the Association for the benefit of all Lot Owners;

d The Trail shall also be available to and accessible to each of the Lot Owners and the members of their family, and their tenants and renters, for use for reasonable walking, jogging and non-motorized bicycling purposes;

e The Trail, shall, therefore, be accessible to Lot Owners of all Lots for such purposes

Section 4. Landscaping & Sign Easement. A Plat, deed or other document may provide for a "Landscaping Easement", "Sign Easement", "Landscape Easement", "Landscape ESMT" are hereby declared as to any area shown on the Plat or any other document as being subject to a Landscaping Easement under this Section. The terms and conditions of all such Landscaping Easement shall be as follows:

A Each portion of the Lots imposed by the Plat or any document with a Landscaping Easement is hereby imposed with a Landscaping Easement, as defined in this Section, which shall run with each of the said Lots and which shall find each of the Lot Owners thereof, and their heirs, personal representatives, legal representatives, successors and assigns and all future owners. The said Landscaping Easement shall run with the land/real estate of each of the said Lots.

B 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

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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.

C. 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, fences or similar improvements.

D. Berms, trees, shrubs, plantings and other landscaping materials 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 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 or monuments installed upon the land by the Developer or the Association;

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e. From and any manner altering the appearance of the trees, shrubs, plantings or landscaping materials or monuments 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 within 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.

E. The Owner of each of the Lots subject to the Landscaping Easements shall have the following duties and obligations, which shall be owing to the following, and the performance of which may be enforced by any one, more or all of the following:

a. The Owner of any other Lot;

b. Any Lot Owner of any Lot or Unit within the Development subject to the Declaration;

c. The Developer or the Developer's successors as the Developer;

d. The Association or the Association's Board of Directors or any officer or manager of the Association:

First. The Lot Owner shall water and irrigate the trees, shrubs and other growing materials placed upon the easement real estate by the Association or the Developer, so as to maintain same in good condition;

Second. The Lot Owner shall trim, in a reasonable manner, and take all other steps reasonably required to maintain such landscaping materials in good condition;

Third. The Lot Owner shall reasonable fertilize the landscaping material so as to keep same in good condition;

Fourth. The Lot Owner shall mow all grass growing within the easement so as to maintain same in a weed free condition and in good repair and condition, and in a sightly condition, and shall fertilize and irrigate such grass, and shall replace the grass should it die or otherwise require replacement;

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Fifth. The Lot Owner shall remove all trash and debris from the real estate subject to the easement, and keep it trash and debris free;

Sixth. The Lot Owner shall otherwise have all duties and obligations with respect to the real estate subject to the easements, and the plants and plant materials and growing materials thereon, which are imposed upon the Lot Owner of the Lot by the Declaration.

F. If the Lot Owner of Lot subject to the easement shall fail to perform any duties or obligations imposed upon the Lot Owner by this Section 4, then the duties and obligations may be performed on behalf of the Lot Owner by the Association. If the Association performs such duties, then the Lot Owner and the Lot shall be subject to a special assessment by the Association for the cost of performing the Lot Owner's duties and obligations, which shall constitute a special assessment which is enforceable in accordance with ARTICLE VI of the Declaration, and which shall bear interest in accordance with the terms of such ARTICLE VI, and which shall be enforceable as a lien against the Lot in accordance with such ARTICLE VI, with the lien to be enforceable in the manner provided for by such ARTICLE VI of the Declaration.

G. The Association may, if it elects to do so, perform any of the following as the Landscaping Easements or any materials located therein:

- a. Irrigation or watering of the landscaping within the easement;
- b. Trimming of all trees, shrubs and other growing materials constituting a part of such landscaping;
- c. Lawn mowing;
- d. Fertilization of the landscaping; all other maintenance of the landscaping;
- e. Other maintenance repair and replacement.

If the Association elects to perform any of such functions, then the Association shall have an unlimited right to enter upon the real estate subject to the easement, at any reasonable times, for purposes of performing such functions. If the Association elects to perform any of such functions then the Lot Owner of the Lot shall be relieved from all duties to perform such functions.

H. If the Lot Owner of the Lot subject to a Landscaping Easement performs the obligations of the Lot Owner with respect to the landscaping and growing materials within the easement, and if any of such landscaping or growing materials should, nevertheless, die or otherwise require replacement, then such landscaping or growing materials shall be replaced by the Association at the Association's cost and expense, on demand by the Lot Owner.

I. The Association and the Developer may enter upon the land subject to any Landscaping Easement at any time or times for purposes of installing, maintaining, repairing or

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replacing trees, shrubs, or other growing materials or landscaping, or for purposes of grading or altering the level of the real estate so as to provide for a more attractive appearance.

Section 5. Easements Over Common Areas and Common Elements. All Common Areas and Common Elements, including any lake, pond, other water impoundment, Trail, walkway or bike path and any Trail established in accordance with Section 3 above shall be imposed with a perpetual, irrevocable, permanent easement, running with the Common Areas and Common Elements, which shall inure to the Association and each Lot Owner and the occupants of each Lot and the members of their family and guests and personal invitees, such that the Association and its contractors and designees may enter upon the Common Areas and Common Elements at all times for purposes of maintaining, repairing, replacing, building, rebuilding and servicing same and placing any improvements thereon which are approved by the Association's Board of Directors; and the Lot Owners and the occupants of the Lots and the members of their families, guests and personal invitees may freely enter upon the Common Area and Common Elements and make use of same for their intended purposes. The above provisions notwithstanding, however, areas subjected to "Landscaping Easements," although considered to be Common Areas or Common Elements and although maintained by the Association, shall be restricted as to access to the occupants of the Lot occupied thereby. Simply because an area is subjected to a Landscaping Easement shall not entitle others (other than the Lot Owner) to enter upon the area subject to the Landscaping Easement; provided, however, that the Association and its Contractors and designees shall have unlimited access any egress for purposes set forth in Section 4 above.

Section 6. Easements Over Lots to Stormwater Facilities. The Association shall have an easement, for pedestrian, vehicular and equipment access, to the extent reasonably required, over each Lot which contains any portion of a Stormwater Facility, or over any Lot with respect to which access is reasonably required to be obtained to obtain reasonable access to and egress from any Stormwater Facility, in order that the Association may perform its duties and obligations for maintenance, repair, replacement, servicing, upkeep, enhancement of and replacement of, and mowing of each Stormwater Facility.

Section 7. Pipeline Easements. Lot Owners shall not create, erect, place or construct above or below the surface of the ground on the Pipeline Easement, or change the grade or elevation of the ground surface or at any time plant or allow any trees thereon or cause or permit any of these to be done by others, unless expressly approved in writing by the Developer.

ARTICLE X
COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every member in the Association, and the members of their families, and their designees and delegates and renters and lessees, shall have the right of ingress and egress and an easement of enjoyment in and to the Common Area and the Common Elements and the facilities, improvements and recreational facilities located thereon, and such easements shall be appurtenant to and shall pass with the title to every assessed Lot.

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Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area, Common Elements and facilities to the members of his immediate family or his tenants, or contract purchasers, who reside on the property

Section 3. Title to Common Areas. The title to certain of the Common Areas may be retained by the Developer until completion of the Development contemplated by the Developer. Even though title to such Common Areas and Common Elements may not be vested in the Association, same shall nevertheless be deemed to be Common Areas and Common Elements, whether or not conveyed to the Association, and shall be maintained by the Association from the Maintenance Fund.

Section 4. Members' Easements of Enjoyment. Every Lot Owner (i.e. "Member") and their guests, renters and invitees and lessees and the lessees of Developer shall have a right of ingress and egress and easement of enjoyment in and to the Common Area and Common Elements and the facilities, improvements and recreational facilities located thereon and such easement shall be appurtenant to and shall pass with the title to every assessed Lot. Said right of ingress and egress and easement of enjoyment shall exist whether or not the Developer has conveyed title to the Common Area to the Association and shall be subject to the following provisions:

a. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided, however, should the property sought to be transferred be subject to the lien of any mortgage or deed of trust, no such transfer shall be made without first obtaining the written consent of the mortgagee or the beneficial owner of said deed of trust thereto. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast sixty-five percent (65%) of the votes of the Class A membership and sixty-five percent (65%) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than forty (40) days in advance; and unless (in the event the portion of the Common Area to be dedicated or transferred is, for any reason, immediately adjacent to and abutting upon the boundary lines of a Lot or contained within a Lot) the Lot Owners of abutting or immediately adjacent Lots have agreed to such transfer;

d. The right of the Developer and of the Association through its Board of Directors to create, grant and convey easements upon, across and over the Common Areas and utility and Sewer Easement to public utilities or public bodies or public governments for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to

water, sewer, gas, telephones, electric lines and a community master television antenna system or cable T.V. system;

e. The right of the Association to publish rules and conditions to regulate and control the Members' use and enjoyment of the Common Area.

Section 5. Designation of Common Areas. The Developer reserves the right to designate any part of the real estate located within the Development, now or in the future, as Common Area. No requirement that the Developer designate Common Areas shall be deemed to be expressed or implied.

ARTICLE XI **USE RESTRICTIONS**

[Note: The provisions of this ARTICLE XI may or may not be amended as to various portions of the Annexation Parcel which are hereafter annexed to the Development and the Parcel.]

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 Section 14 of ARTICLE I 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 14 of ARTICLE I of the above provisions of this Declaration.

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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, places of worship, schools, places of instruction, daycare homes, daycare centers, preschool centers, nursery schools, child placement centers, babysitting centers, babysitting or child care operations, child education centers, child experiment stations, group houses, recovery homes or houses, religious institutions, halfway houses, child development institutions, or similar facilities of any kind, 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. Unless approved by the Association's Board, garage and yard sales shall be prohibited.

Section 6. Garage Sales. The Board of Directors of the Association shall have the discretion to approve, on occasion by occasion basis, garage sales, yard sales and estate sales. It is not intended that such sales shall be totally prohibited, but it is intended that such sales shall be reasonably restricted, in order that a Lot Owner does not conduct within such Lot Owner's Lot periodic, or a number of, garage sales, yard sales or estate sales. It is specifically intended that a reasonable estate sale shall be permitted, and that occasional garage sales by a Lot Owner shall be permitted. No Lot Owner shall, however, advertise or conduct a garage sale, yard sale or estate sale without prior written approval from the Association's Board of Directors.

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Section 7. 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, sheds, dog houses, dog shelters, pet houses, pet shelters dog runs, dog kennels, pet kennels, storage boxes, barns, stables, garages, basketball or volleyball courts or goals or tennis courts or similar items of any nature, or fences, walls or other enclosures or enclosing devices 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 8. Parking. No uncovered parking space on the Parcel or within the Development or on or within any street of the Development, or within any Lot, shall be used for the parking of any trailer, truck, boat, camper, mobile home, motor home or commercial vehicle or any vehicle other than operative automobiles, pickup trucks, vans or similar utility vehicles which are not "commercial vehicles" and which are used as passenger vehicles, and are in good condition and repair, and are used with very substantial, regular frequency. 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. "Automobile" shall include regular passenger automobiles, pickup trucks, vans and other comparable utility vehicles, but shall not include commercial vehicles. "Commercial vehicles" shall mean any vehicle which has placed thereon or affixed thereto or displayed therefrom any sign, any business name or logo, or any other information identifying it or associating it with any business or commercial enterprise, or political candidate, political issue or product. 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 8 to the contrary notwithstanding, occupants of a Lot shall be permitted to park within the parking spaces provided within such Lot, for reasonable periods of time for the sole purpose of loading and unloading (and for no other purposes) in no way to exceed 24 hours, not to exceed two (2) such times within any calendar month, a trailer, truck, camper, mobile home or motor home. The streets within 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. Vehicles, whether or not self-propelled, automobiles, trucks or trailers (including, but not limited to, cars, trucks or other

vehicles), may not be parked on any turf area. Parking is 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, 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 35 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. 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 as described in ARTICLE VI.

Section 9. 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 10. Signs/For Rent Signs/Political Signs/Flags and Pennants. No signs of any kind shall be displayed to the public view upon the Lot except that one sign, of not more than 3 feet by 2 feet advertising property for sale or signs used by a Builder to advertise property during construction and sale, may appear on each Lot. No "For Rent" or "For Lease" signs or any sign which implies a rental activity shall be permitted within the Development. Flags and pennants and flag poles shall be subject to those restrictions in Section 15 of ARTICLE VII of this Declaration.

Section 11. Debris Free/Clean Construction Site/No Dumping. All Lots shall be kept neat and free of debris, and shall be maintained in a sightly and sanitary condition. During the process of the construction of any Building or Improvement on any Lot, the Lot shall nevertheless be kept, to the extent reasonably practicable through the use of good and sound construction practices, and due diligence, neat and free of debris, and the weeds thereon shall be mowed, and such Lot shall, to the extent practicable, be kept in a reasonably sightly and safe condition. Every Lot shall at all times be kept free of accumulating newspapers, periodicals and other trash and debris of every kind, nature and description whatsoever. No Lot Owner shall permit newspapers, periodicals or any similar articles to at any time accumulate on the Lot Owner's Lot. No Lot shall be used as a dumping ground. Trash, dirt, soil, trees, underbrush and similar items shall not be dumped in or placed on any Lot. No Lot Owner may use such Lot for the dumping or storage of rock, dirt, debris, soil, building materials or trash, other than in connection with sound construction practices as exercised for the construction of the Building that is to be placed on such Lot. For example, a Lot Owner may not acquire a number of Lots for the construction on such Lots of Buildings, and use one of those Lots, on an interim basis or any other basis, for the storage of fill, fill dirt, rock, landscaping, trash, or other debris or materials or items.

Section 12. Trash, Waste, Storage and Disposal/Dumping. 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 sanitary trash cans or containers, which cans or containers shall be fly tight, rodent proof, nonflammable, reasonably waterproof and shall be covered and all such

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containers shall be maintained in a good, clean condition. 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. All liquid and solid waste shall be stored and removed for final disposal in a manner that protects against surface and ground water contamination. Wood shavings, sawdust and waste material shall be handled, stored and disposed of in a manner that controls fugitive dust, blowing debris and other potential nuisance conditions.

Section 13. House Trailers, Mobile Homes, Modular Homes and Manufactured Homes/Temporary Structures. No trailer, campcar, 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 or any street within the Development, for any purposes (other than for loading and unloading as described in Section 8 above, or in accordance with the requirements of Section 8 above), and no motor home R.V., camper, mobile home or similar item or any vehicle shall be used for human habitation. No temporary structures shall be permitted.

Section 14. 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 Lot 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 more than 3 normal household pets on each Parcel/Lot.
- b. No exotic animals, other than dogs, cats and other normal household pets shall be kept.
- c. No vicious animals or animals which, by virtue of their "breed" might normally or generally be considered by members of the public to be vicious or dangers (regardless of whether or not they are, in fact, vicious or dangers or have demonstrated any vicious or dangerous propensities. Included within such animals which shall be considered to be vicious or dangerous, and which shall be prohibited by subsection c, are, by way of example only and not by way of limitation, Pit Bulls, Rottweilers, Dobermans and any mixed breeds which include the breed of or blood of Pit Bulls, Rottweilers or Dobermans. Pit Bulls, Rottweilers, Dobermans and

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mixed breeds thereof shall, *per se*, be deemed to be and shall be "vicious" and shall not be kept or housed within the Development or under any circumstances. No other animals reasonably deemed to be, or normally or generally considered to be vicious or dangerous, shall be permitted. No animals other than usual and customary household pets, such as dogs and cats (excluding vicious animals as described above), shall be permitted. No exotic or dangerous animals shall be kept. No wild animals shall be kept. No animals which are normally wild animals or which are not reasonably domesticated animals shall be kept. Only normal domesticated animals shall be kept within a Lot.

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

e. No pets shall be allowed to disturb others by barking, growling, snarling, baring of teeth, noise or other activities, or by any disagreeable odors or other behavior (including, by way of example only, stealing of newspapers or digging in yards).

f. 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.

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

h. All waste from pets must be promptly cleaned up and removed and properly disposed of by the owner of the pet, whether deposited on the Lot Owner's Lot or elsewhere.

i. 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.

j. 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.

k. No dog pens, dog fencing, dog houses, fencing for pets, pet enclosures, pet kennels, pet shelters or similar improvements shall be permitted within the Development. "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.

Section 15. Toxic Substances. On site storage on any Lot of gas, oil, pesticides or related hazardous materials shall be prohibited, unless in quantities which do not exceed ten (10) gallons, or that quantity which is used one year (whichever is the smaller quantity). All such

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materials must be stored, indoors, in properly sealed containers. On site burial of waste materials or storage of waste on site for any period exceeding one (1) week is prohibited. No Lot Owner or any other person shall dispose of any toxic materials, petroleum or petroleum products, such as, for example, used motor oil, by placing same or dumping same down storm drains, or in any manner which would cause same to get into the groundwater or stormwater runoff from any Lot or the Development.

Section 16. Stormwater Runoff During Construction Phase. Each Builder shall be required to take all actions which are required to control and minimize, to the extent practicable, the impacts of construction activities on each Lot on which such Builder is building a Building or other Improvement, so as to minimize the impacts of construction activity on Stormwater runoff water quality.

Section 17. 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 18. 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.

Section 19. 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, no open fires or fireworks shall be allowed anywhere within the Parcel. Covered fire pits, reasonably sized, are permitted to be constructed or placed on a Lot with advanced approval of the Architectural Control Committee. The provisions of this Section shall not interfere with the ability of the Developer, or any Builder, to burn underbrush, trees or similar items, as a part of normal construction or development practices, provided only that same are burned in full compliance with all ordinances of the City.

Section 20. 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.

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Section 21. Automotive Repair. No automotive or equipment repair or rebuilding or other form of automotive or equipment manufacture, maintenance or repair (other than normal periodic vehicle maintenance performed within garages), whether for hire or otherwise, shall occur on the Parcel or upon any Lot hereby restricted.

Section 22. 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 provisions of Section 17 of ARTICLE VII of this Declaration, and shall, to the extent lawful, be subject to the Architectural Control provisions of such ARTICLE VII.

Section 23. Two, Three and Four Wheel Recreational Vehicles. Motorcycles, mopeds, powered scooters, powered tricycles, motor bikes, or two, three or four wheel, motorized recreational vehicles, may not be run within the Development, either on the streets or roads or within any Lot or Common Area or any 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 any Trail or path or Common Area for purposes of recreation. All such vehicles must have a suitable muffler, so as to provide for quiet operation.

Section 24. 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 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 Board of Directors of the Association or its Architectural Control Committee, and shall not be installed without the prior written approval of the Board or such 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 statues, monuments, or lawn ornaments shall 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 45 days) of very short duration (no more than 45 days). 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 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. Gardens in the back yard, approved in advance by Architectural Control Committee, that does not exceed 200 square feet may be permitted, as long as they are behind the Building.

Section 25. Fences. No fence shall be placed on any Lot other than in full compliance with the Architectural Control Provisions appearing in Section 11 of ARTICLE VII of this Declaration.

Section 26. Fire Wood. No fire wood shall be stock piled or stored: in the front or side yard of any Lot; within any portion of a Lot located in front of the plane of the front wall of the Building located on the Lot, as such plane extended to the side Lot lines of the Lot; on any driveway of any Lot; or on any place on a Lot which is in plain view of a street.

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Section 27. Exterior Storage. Exterior storage of boats, canoes, tricycles, bicycles, other similar vehicles, or vehicles other than those permitted pursuant to Section 8 of this ARTICLE, lawn mowers, garden tractors, tractors, lawn maintenance equipment, or 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, campers, RVs, 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 28. 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 (or similar improvement), 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 29. 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 30. 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 each of Sections 1, 4, 6 and 7 of ARTICLE VIII of this Declaration, or Section 35 below, or Section 8 of

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ARTICLE VI, and the costs of correcting same shall be the sole responsibility of the Lot Owner, all as described in such Sections 1, 4, 6 and 7 of ARTICLE VIII, and Section 35 below, and 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 31. Mowing, Trimming, and Fertilization. All lawns, grass and landscaping on each Lot must be mowed, trimmed, properly fertilized, properly weeded, 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 and groundcover at reasonable levels, and so as to maintain a properly mowed, generally weed free, generally infestation free, properly fertilized and properly irrigated and properly maintained appearance. All shrubs, trees and other landscaping items placed upon a Lot shall at all times be kept in a living, neat and trimmed appearance, and in a properly irrigated and fertilized appearance, and with a good appearance. Landscaping must be, at all times, maintained at least to the equivalent of the minimum landscaping requirements of Section 18 of ARTICLE VII of this Declaration.

Section 32. Vacant Lots. The owner of each Lot which is vacant, meaning that it does not contain any Building or structure, shall be required to keep such Lot in a well mowed, clean, neat and debris free condition.

Section 33. Compliance with Architectural Control Provisions. Full compliance with the Architectural Control Provisions of ARTICLE VII of this Declaration shall be required. No Lot shall, in any manner or respects whatsoever, be used in a manner contrary to any of the Architectural Control Provisions or restrictions of ARTICLE VII of this Declaration. No Building or Improvement shall be started, commenced, kept or maintained on any Lot unless same is in full keeping and compliance with the Architectural Control Provisions of ARTICLE VII of this Declaration.

Section 34. Construction Activities. Each Builder who is building a Building or Improvement on any Lot, and the Lot Owner of such Lot, jointly and severally, shall be liable, obligated and responsible to the Association, the Developer, and the Lot Owners of each of the other Lots, and each of them, to comply with the following requirements during construction activities:

a. The Lot shall be kept, to the extent reasonably practicable using sound, reasonable and diligent construction practices, and to the extent reasonably consistent with sound construction practices, in a clean and neat condition, and free of debris and construction debris and waste;

b. The weeds on the Lot shall be kept mowed, and shall not be allowed to attain any appreciable height;

c. The Lot shall, to the extent practicable, be kept in a sightly condition;

d. Once construction of a Building or a structure on a Lot is commenced, it shall be prosecuted, thereafter, to completion, with reasonable diligence, so as to complete same

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within a reasonable time frame, as governed by sound and reasonable construction practices, diligently applied;

e. Construction activities, once commenced, shall not be abandoned, and shall be continuously prosecuted with reasonable diligence so as to complete the Building or structure as soon as reasonably practicable through the use of sound construction practices;

f. Erosion control measures shall be properly implemented, put in place, utilized and maintained and all erosion control requirements of the City shall be fully complied and conformed with, diligently and using the utmost good faith and diligence;

g. If dirt, mud or debris flows upon, or is caused to be deposited upon or placed upon any Street by reason of the construction activities performed on any Lot, then the Lot Owner and Builder must reasonably cause same to be cleaned up and removed, at their expense, or if they do not do so, then the Developer or the Association or its Board or any member of such Board or any officer of the Association, or any Lot Owner, may clean up the Street or remove the mud, dirt or debris, and shall be entitled to immediate reimbursement, and the responsible Lot Owner and Builder shall be liable for all costs incurred in connection therewith, which shall be immediately due and payable, with any such costs incurred by the Association and any of its officers or directors to be a Special Assessment against the Lot and the Lot Owner thereof, enforceable in the manner described in ARTICLE VI of this Declaration;

h. While Builders may park construction trailers, construction trucks or other vehicles within the Development, during the process of construction of a Building on a Lot, Builders shall as reasonable as possible not park trailers, trucks or other vehicles in front of (or permit their employees, contractors or subcontractors or suppliers, or any of their respective employees to park any truck, trailer or vehicle in front of) any Lot which contains a completed Building thereon or any Building thereon which is occupied or used as a residence or which is being made available for sale or occupancy;

i. The Lot Owner and the Builder shall indemnify, defend, save and hold harmless the Developer, the Developer's assignees of the Developer's Rights and all Class B Members, of and from any fine, penalty, cost, damage, expense, liability, obligation, claim, suit, action or cause of action arising out of any failure by the Builder and/or the Lot Owner to full comply with all of the requirements of this Section.

The Developer shall have the right to ban Builders from the Development who engage in consistent or regular violations of any of the provisions of this Declaration, or who fail to comply with reasonable requests of the Developer with respect to their construction practices.

Section 35. 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, 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, in its

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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 Four Hundred Fifty Dollars (\$450.00) 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 1, 4, 6 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 Section 8 of ARTICLE VI, or any of Sections 1, 4, 6 and 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, and with the exception of repeated or repeat violations, 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, seek to utilize any of those powers or remedies conferred upon it by subsections a through e of this Section 35, 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 e. 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

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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. 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 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 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 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

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Lot Owner, in accordance with the requirements of this Section, then the Lot Owners shall be conclusively bound by the decisions of the Board of Directors.

EACH LOT OWNER, BY ACCEPTANCE OF A DEED FOR THE LOT OWNER'S LOT, COVENANTS AND AGREES THAT SUCH LOT OWNER ACCEPTS AND AGREES TO, AND AGREES TO BE BOUND BY, ALL OF THE ENFORCEMENT REMEDIES OF THE ASSOCIATION, THE DEVELOPER, AND THE BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION, AS PROVIDED FOR BY THIS SECTION. SINCE THE DEVELOPMENT IS A "COMMUNITY," AND CONSISTS OF A COMMUNITY OF HOMEOWNERS, AND SINCE PERFORMANCE IN ACCORDANCE WITH, AND OBSERVANCE OF THE COVENANTS PROVIDED FOR BY THIS DECLARATION ARE OF THE ESSENCE TO THE PRESERVATION OF THE VALUE OF THE DEVELOPMENT, THE LOTS THEREOF AND THE BUILDINGS THEREON, AND THE PEACE AND ENJOYMENT OF THEIR RESPECTIVE LOTS BY THE LOT OWNERS THEREOF AND THE MEMBERS OF THEIR FAMILIES, IT IS AGREED BY EACH LOT OWNER AND SUCH LOT OWNER'S SUCCESSORS THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS AND OFFICERS SHALL HAVE THOSE ENFORCEMENT REMEDIES PROVIDED FOR BY THIS SECTION, AND THAT SUCH REMEDIES ARE ESSENTIAL TO THE PRESERVATION OF THE HEALTH, ENJOYMENT, PROPERTY VALUES AND OTHER RIGHTS OF ALL LOT OWNERS OF ALL LOTS WITHIN THE DEVELOPMENT.

Section 36. 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, by reason of the fact that he, she, they or it have, from time to time, not enforced or chosen not to enforce any of the provisions of ARTICLE VII above or this ARTICLE, 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, 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, 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, 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 so as to prohibit certain types of improvements or structures or uses which would otherwise be prohibited pursuant to this ARTICLE, while not seeking to prohibit or to enforce the provisions of this ARTICLE 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,

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the provisions of this Declaration shall be sought to be enforced, or the provisions of this ARTICLE 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.

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 37. 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

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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 a majority (more than 50%) of the Lots (including the Developer as to Lots owned by the Developer, if 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/drainways/Stormwater Flow/Permitting Stormwater Flow.

A. 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 Stormwater;

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. 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);

d. 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;

e. 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

B. Other Drainage Located Within or Not Located Within Drainage Easements. Whether or not there are "Drainage Easements" established by a Plat or otherwise, the following provisions shall be in effect:

a. If any creek, ditch or other normal drainageway now exists within the boundaries of any of Drainage Easements, or within any Lot, then same shall (whether or not subject to a Drainage Easement) 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;

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

c. 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 Stormwater and surface water, over, across and within each and all of the Lots, and within any Drainage Easement (including surface water and Stormwater passing from other Lots and real estate);

d. As to all land subject to Drainage Easements, 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;

e. 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);

f. If there is a dispute among Lot Owners over the utilization of a drainway (whether or not contained within a Drainage Easement), or a natural drainageway (whether or not contained within a Drainage Easement), or over the utilization of a Drainage Easement, or land subject to a Drainage Easement, then 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;

g. If there is a substantial drainageway, ditch, creek or similar drainway, which runs within a Drainage Easement (or otherwise, and even if not located within a Drainage Easement), then same shall be automatically considered to be a "Common Element" of

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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 Columbia, Missouri, or anyone else for sharing of costs of maintenance, repair, replacement or upgrading of any such drainage or drainway in the Development;

h. Drainageways, creeks, ditches, swales, ground depressions and drainage structures which serve as drainage for a substantial number of Lots, or more than one Lot, as opposed to only a single Lot, shall be considered to be improvements which can, in the discretion of the Association's Board, 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, or more than one Lot, shall be 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;

i. If there is a substantial swale, drainageway, ditch, creek, drainage structure or similar drainway which runs within a Drainage Easement (or runs within the Development, even if not located within a Drainage Easement) and which is, for any reason, not maintained by the City, or is not improved by the City, 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 anyone else, for sharing of costs of maintenance, repair, replacement, improvement, construction or upgrading of any drainage, drainway or drainage structure within the Development;

j. The Association's Board of Directors may establish such rules and regulations with respect to any Drainage Easement, or any natural drainways or drainageways (including ditches, creeks and swales and similar components) which the Association's Board of Directors finds to be appropriate;

k. 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;

l. No fence, wall, structure, berm or landscaping that will interfere with the free flow of water shall be placed within any Drainage Easement, or within any natural

water course (whether or not located within a Drainage Easement), 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 Stormwater. 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 and Builders 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. Stormwater Facilities. All Stormwater Facilities, whether located within any Common Area or any drainage easement, or the boundaries of any Lot, shall be Common Elements of the Association, and shall be maintained, repaired, replaced, operated, insured and improved by the Association as a part of the Common Elements, and all costs of maintenance, repair, replacement, upkeep, operation and improvement of such Stormwater Facility and of performance of any Stormwater Covenant or Stormwater Plan as to same shall be paid by the Association, and shall be paid by the Association from the Maintenance Fund. The Association shall provide all maintenance, repairs, replacements, servicing and upkeep for the Stormwater Facilities which are not publicly maintained, and all Lot Owners shall provide access to and egress from the Stormwater Facilities, both vehicular and pedestrian, as required by the Association or its contractors for such purposes. The Stormwater Facilities may not be located within Common Areas but are, nevertheless, to be considered to be Common Elements of the Association.

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 Stormwater drainage from adjacent Lots or improvements.

Section 6. Gutters and Downspouts. The initial installation of gutters or downspouts shall be subject to approval as a part of the Architectural Control Provisions of ARTICLE VII of this Declaration. Once gutters or downspouts or similar improvements are installed, or similar

components are installed, in compliance with the Architectural Control Requirements of this Declaration, then same shall not be altered without prior approval granted in accordance with the Architectural Control Provisions of this Declaration, and if same are replaced, then same must be replaced with components which are substantially the same or similar as those which are replaced. The Developer, the Board of Directors of the Association or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under this Declaration, may impose reasonable requirements with respect to (including reasonable requirements for the alteration of) gutters, downspouts or other means of transporting stormwater, as reasonably required to minimize the impact of stormwater runoff from any Lot or Lots, or as required to protect the water quality of stormwater runoff from any Lot. Gutters and downspouts must drain to pervious areas and shall not be permitted to drain to or upon impervious surfaces.

Section 7. 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 8. Reasonableness. It shall be the obligation of each Lot Owner to act in a wholly reasonable fashion in dealing with ground water, Stormwater, surface water and drainage issues. No Lot Owner shall take any unreasonable actions which would, in any manner or respects, adversely affect the drainage or quantity of ground water runoff, Stormwater runoff, or surface water runoff, or any adjacent Lot, or which would adversely affect the water quality of Stormwater/ground water/ or surface water runoff from the Lot Owner's Lot.

Section 9. 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.

Section 10. Additional Discussion of Drainage. Many Lots of the Development either abut or will abut upon designated Common Area or upon (or be served by or subject to) a Drainage Easement. The Lot Owners, Builders and contractors are encouraged to divert drainage to the Street, or to designated green space or Common Area or to any Drainage Easement, wherever possible. No landscaping or berms shall be permitted which impede or divert Stormwater drainage in any way, without the prior written consent 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 this Declaration.

ARTICLE XIV **ANNEXATION**

[THE FOLLOWING PROVISIONS OF THIS ARTICLE XIV TO THE CONTRARY NOTWITHSTANDING, AND ANY OF THE PROVISIONS OF THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING, AS THE DEVELOPER ANNEXES PARCELS OF REAL ESTATE TO THE DEVELOPMENT, THE DEVELOPER MAY AMEND THE EFFECTS OF VARIOUS PARTS OF THIS DECLARATION, AS SAME APPLY TO VARIOUS AREAS OF REAL ESTATE WHICH ARE HEREAFTER ANNEXED TO THE DEVELOPMENT. IN OTHER WORDS, CERTAIN PORTIONS OF THIS

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DECLARATION MAY OR MAY NOT APPLY TO AREAS OF THE REAL ESTATE HEREAFTER ANNEXED TO THE DEVELOPMENT. CERTAIN PORTIONS OF THIS DECLARATION MAY BE MODIFIED OR AMENDED, AS THEY APPLY TO VARIOUS PORTIONS OF THE REAL ESTATE. FURTHERMORE, THE DEVELOPER HAS NO OBLIGATION TO ANNEX ANY OF THE ANNEXATION REAL ESTATE TO THIS DEVELOPMENT, OR TO DEVELOPER IT IN ANY PARTICULAR FASHION.]

The Developer may bring additional Parcels of real estate under the jurisdiction of the Association, and may make same a part of the Development, without the consent of any Lot Owner or anyone else; provided, however, that the following terms and conditions shall be satisfied:

a. Any such additional Parcel made subject to the jurisdiction of the Association must be located either within the Annexation Parcel as described in this Declaration. Any such real estate/land of the Annexation Parcel shall be eligible to be annexed to the Development provided for by this Declaration. No requirement that any portion of the Annexation Parcel be annexed to the Development shall be deemed to be expressed or implied from this Declaration.

b. Any additional Parcel brought under the jurisdiction of the Association or made a part of the Development shall be so brought under the jurisdiction of the Association and shall be made a part of the Development, either by a recorded Supplementary Declaration, or by an Annexation Declaration, or by a recital on the Plat of the Parcel, which shall provide that the additional Parcel is made subject to this Declaration. The Parcel shall, by such Supplementary Declaration, such Annexation Declaration, or by such a recital on the Plat, be deemed to have been made subject to the assessments by the Association, and to this Declaration, and to have been made subject to the Association, and to all covenants, conditions, restrictions, liens, charges and assessments provided for by this Declaration, and all terms, provisions and conditions contained in this Declaration, including any future modifications thereof. The Owners of all Lots contained within such additional Parcels shall be Lot Owners, and all such Lot Owners shall be Class A members of the Association, if they meet the terms and conditions hereinabove set forth for such Class A membership, and shall be entitled to all rights and privileges of Class A membership. Such additional Parcels shall be deemed to be a part of the Development. All Owners of Lots contained within such Parcel shall automatically be members of the Association, and shall be subject to assessment by the Association. All portions of any Parcels annexed to the Development shall be subject to all terms, covenants, conditions, reservations, easements, restrictions, assessments, liens and charges established by this Declaration, and to all duties established by this Declaration.

c. The provisions of this Declaration and of this ARTICLE to the contrary notwithstanding, the provisions of this Declaration shall not apply to any part of the Developer's Land or to any Real Estate, until such Land or Real Estate is annexed to the Development in accordance with the provisions of this ARTICLE. The Developer shall have no duty or obligation (either expressed or implied) to annex any real estate to the Development.

d. All Lot Owners obtaining ownership interests in any Lot shall be deemed to have automatically consented to annexation to the Development by the Developer of any additional real estate which the Developer, in its sole, absolute and unmitigated discretion, shall elect to annex to the Development.

e. The provisions of various ARTICLES of this Declaration, as they apply to any portions of the Real Estate hereafter annexed to the Development, may be amended, or may be eliminated, in their entirety. In other words, all or portions of such ARTICLES may or may not apply to real estate hereafter annexed to the Development, or may be amended in their application to real estate hereafter annexed to the Development. Nevertheless, the Lot Owners of Lots located within those portions of any Real Estate annexed to the Development as to which provisions of this Declaration are modified shall be Lot Owners for all purposes of this Declaration, and such Lot Owners shall be Class A Members of the Association to the extent that they fulfill the requirements for Class A Members in the Association.

ARTICLE XV

DISPUTE RESOLUTION/LIMITATION ON LITIGATION/MEDIATION

If there is at any time a dispute between and/or among any of the following parties: 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, implementation or effects of any of same, or the management of running by the Association or its Board of Directors [but excluding actions for the enforcement of Assessments or for the enforcement of liens, or charges or Assessments which have previously been 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.

The Developer, on behalf of the Developer and all present and future Lot Owners, and the Association, and all other such persons and parties, hereby agrees that the following provisions of this ARTICLE 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. 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:

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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;

b. A party may invoke the provisions of this Section 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 one Mediator, each party shall appoint one independent Mediator and the third independent Mediator shall be appointed by the other two Mediators. 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. Unsuccessful Mediation. 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 request that the dispute be reviewed by optional Arbitration (both parties agreeing) or by filing suit in State Court.

Section 3. Waiver of Jury Trial, Venue and Missouri Law. The disputing parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on, or in respect to, any matter whatsoever arising out of or in any way connected with this Declaration. This Declaration shall be enforced under the laws of the State of Missouri with venue only in the State Court having primary jurisdiction over Boone County, Missouri.

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

THE DEVELOPER:
Beacon Street Properties, LLC

By: Scott Linnemeyer
Scott Linnemeyer, Managing Member

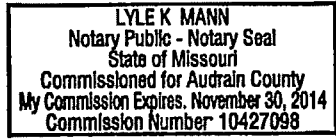
STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 28th day of November, 2012, me appeared Scott Linnemeyer, to me personally known, who, being by me duly sworn did say that he is the Managing Member of Beacon Street Properties, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its Members, and said Scott Linnemeyer acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

Lyle K. Mann
Lyle K. Mann, Notary Public
Boone County, State of Missouri
My commission expires: 11-30-14

Attachments:
Exhibit A -Articles of Incorporation
Exhibit B -Bylaws



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ARTICLES OF INCORPORATION
OAK PARK HOMEOWNERS ASSOCIATION,
A GENERAL NOT-FOR-PROFIT CORPORATION

Exhibit "A"

HONORABLE ROBIN CARNAHAN
SECRETARY OF STATE
CORPORATIONS DIVISION
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65101

I, the undersigned,

<u>Name</u>	<u>Street</u>	<u>City, State & Zip Code</u>
Kara Linnemeyer	3700 Monterey Drive, Suite A	Columbia, MO 65203

being natural person of the age of eighteen (18) years or more and a citizen of the United States, for the purpose of forming a corporation under the "General Not-For-Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. Name. The name of the corporation is: OAK PARK HOMEOWNERS ASSOCIATION.
2. Mutual Benefit Corporation. The corporation is a mutual benefit corporation.
3. Registered Office and Agent. The address of its initial Registered Office in the State of Missouri is: 5565 Waterfront Drive South, Post Office Box 7363, Columbia, Missouri 65205-7363, and the name of its initial Registered Agent at said address is: Cory T. Ridenhour.
4. First Board of Directors. The first Board of Directors shall be three (3) in number, which shall serve until the first annual meeting of the Corporation, their names and addresses being as follows:

<u>Name</u>	<u>Street</u>	<u>City, State & Zip Code</u>
Scott Linnemeyer	3700 Monterey Drive, Suite A	Columbia, MO 65203
Kara Linnemeyer	3700 Monterey Drive, Suite A	Columbia, MO 65203
Jeff Linnemeyer	3700 Monterey Drive, Suite A	Columbia, MO 65203

The Directors shall otherwise be elected in that manner, and for those terms specified in the Bylaws of the Corporation as same are from time to time in existence.

5. Members of Corporation. The Corporation will have members as more fully defined and described in that document titled "Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of Oak Park," a development in Columbia, Boone County, Missouri, which has been recorded in Book _____ at Page _____ of the real estate

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records of Boone County, Missouri. As more fully defined and described in such Declaration (“the Declaration”) the Corporation shall have two classes of members, Class A members and Class B members as follows:

A. Class A Members. Class A Members shall be the Owners of those Lots within Oak Park Subdivision (“the Development”), as described in the Declaration, which are owned by persons other than the Developer or another Class B Member of the Corporation; [provided that if the Developer holds a Lot for rental or lease purposes or uses same for residential purposes then the Developer shall also be a Class A Member with respect to such Lot held for rental or lease purposes or used for residential purposes. If a Lot is rented or leased by the Developer or any assignee of the Developer’s rights or any Class B Member, or is used for residential purposes, then, immediately, a Class A membership shall attach to such Lot and the Lot Owner of such Lot shall be a Class A Member. The qualifications of Class A membership are more fully set forth and described in the Declaration];

B. Class B Member. The Class B Member of the Corporation shall be Beacon Street Properties, LLC, a limited liability company of the State of Missouri, and its successors and assigns, who are referred to in the Declaration as “the Developer”. [The Developer shall be the sole Class B Member. Beacon Street Properties, LLC and any persons to whom it assigns all or any portions of its rights as the Developer, shall be the sole Class B Members, all as more fully described in the Declaration.]

The characteristics, qualifications, rights, limitations and obligations attaching to each of such class of members shall be those more fully described in the Declaration, which provides, generally, as follows:

Class A Members shall have one (1) vote at all meetings of the Corporation for each Lot in which they hold the interest required for Class A Membership as described in the Declaration. When more than one person in any Lot holds 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 vote be cast with respect to any Lot. The Class B Members (at the outset the only Class B Member shall be the Developer) shall, initially, in the aggregate, be entitled to one hundred twenty-two (122) Class B votes and Class B memberships. Such number of Class B votes and Class B memberships shall be increased, as Lots are annexed to the Development, by the number of Lots so annexed to the Development, and shall be decreased as Lots are sold or rented or leased or occupied as a residence.

There is one Class B membership and one Class B vote attributable to each Lot. Until Class B voting rights end, in the manner described in the Declaration, the Board of Directors shall consist of three (3), five (5), seven (7), or some other odd number of Directors, as provided for by Section 4 of Article V of the Declaration. The members of the first Board of Directors are named herein, and shall serve until the first annual meeting of the members of the Association and, thereafter, until their successors are duly elected and qualified. Until Class B voting rights end all directors shall be elected annually at each annual meeting of the members. So long as Class B voting rights are in existence, a majority of the Board of Directors shall consist of natural persons (who need not be Lot Owners) elected by the Class B Members, with the remaining Director or Directors, as the case may be, to be (a) natural person(s) holding (an) ownership interest(s) in one or more Lots (other than the Developer and those to which the

Developer has assigned all or any portions of the Developer's rights as the Developer) elected by the Class A Members of the Association. After Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3), five (5), seven (7) or some other odd number of natural persons, who shall be the Directors, and who must be holders of ownership interests in Lots, elected by the members of the corporation.

6 Purposes. The purpose or purposes for which the Corporation is organized are:

A. To act as a Homeowners Association for Lot Owners and Homeowners of a Development located in Columbia, Boone County, Missouri, known as "Oak Park" and platted as "Oak Park Plat 1 or 2" and other plats;

B. To have those purposes, and to discharge those functions, provided for the "Association" by the "Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of Oak Park" hereinabove described ("the Declaration");

C. To serve as the Association named in the Declaration;

D. To serve as the Association for the Lot Owners in the Development described in the Declaration;

E. To fulfill all duties and obligations to the Owners of Lots located within the Development, which are imposed upon the Corporation formed hereby (hereinafter referred to as "the Association") by the Declaration;

F. To act as a Homeowners Association for all Lot Owners located within the Development;

G. To levy, assess, collect, use and administer assessments against the members of the Association as described in the Declaration and to expend same as described in the Declaration;

H. To enforce those covenants, restrictions and requirements as to use and occupancy provided for by the Declaration, and to enforce all provisions of the Declaration;

I. To provide for all maintenance, services, repairs, upkeep and operations and other services which are to be performed by the Association pursuant to the Declaration;

J. To establish rules and regulations for the government and administration of the Association, and the Development;

K. In no event to carry on or conduct an active business for profit, or to in any manner engage in lobbying or political activities of any kind or nature whatsoever, and in no event to support political activities or political candidates of any kind or nature whatsoever;

L. To have all of the common law and statutory powers of a Missouri corporation which is not for profit, and which are not in conflict with the terms of these Articles of Incorporation or the Declaration;

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M. To have all of the powers and duties set forth in Chapter 355 of the Revised Statutes of Missouri;

N. To hold all funds resulting from the collection of assessments from the Lot Owners of Lots located within the Development, and all funds collected by way of assessments paid by the members of this Corporation, and to hold such funds, in trust, for the benefit of the Owners of Lots located within the Development, and to use such funds in accordance with the Declaration,

O. To levy, assess, collect, use and administer assessments against its members for use by the Corporation in discharging its duties as hereinabove described;

P. To provide facilities for the social and cultural pursuits of the residents of the Development;

Q. To encourage and provide facilities for the athletic, recreational, social and cultural pursuits of residents of the Development;

R. To carry on any and all pursuits and activities consistent with the purposes of the Corporation as hereinabove described.;

S. To own, manage, operate and maintain the Common Areas and Common Elements of the Development.

7. Bylaws. The Board of Directors of the Corporation shall adopt Bylaws, rules and regulations for the government of the Corporation, which may be changed from time to time. The power to make, alter, amend or repeal the Bylaws for the regulation and management of the affairs of the Corporation shall be vested in the Board of Directors and members of the Corporation as set forth in the Bylaws of the Corporation and as set forth in the Declaration.

8. Members and Voting Rights. The voting rights and powers of the members of the Corporation shall be as established by the Declaration, which is hereby incorporated herein by reference the same as though fully set forth herein

9. Declaration. The Declaration is incorporated herein by reference the same as though fully set out herein. Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration

10. No Benefit to Private Persons. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

11. Restriction on Activity. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation not affecting the Development, and the Corporation shall not participate in or intervene in (including

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the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

12. Dissolution. If the Corporation shall be voluntarily or involuntarily dissolved pursuant to the laws of the State of Missouri, the assets of the Corporation in the process of dissolution shall be applied and distributed as follows:

A. All liabilities and obligations of the Corporation shall be paid, satisfied and discharged, or adequate provisions shall be made therefor;

B. Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;

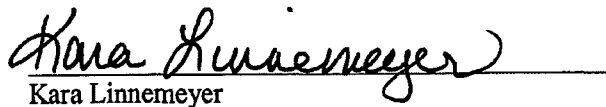
C. Assets held with a charitable, religious, eleemosynary, benevolent, educational or similar use, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, trusts, societies or other organizations engaged in a charitable, religious, eleemosynary, benevolent, educational or similar activity pursuant to a plan of distribution adopted as provided by the laws of the State of Missouri dealing with not-for-profit corporations;

D. Any remaining assets shall be distributed, in equal shares, to the Owners of the Lots located within the Development, with Common Areas and Common Elements being conveyed to all Lot Owners as equal tenants in common; provided, however, that the Attorney General of the State of Missouri shall be notified of the intention to so distribute such assets, in writing, at least thirty (30) days prior to such distribution.

13. Management of Affairs of Corporation. Except to the extent otherwise specifically provided to the contrary by these Articles of Incorporation, the Declaration, or the Bylaws of the Corporation, the management and administration of the Corporation and its business and affairs, shall be vested in the Corporation's Board of Directors.

14. Perpetual Duration. The period of duration of the Corporation is: perpetual.

IN WITNESS WHEREOF, we have hereunto affixed my signature on this 28th day of November, 2012.


Kara Linnemeyer

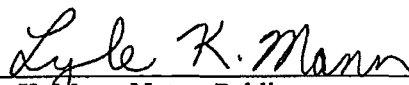
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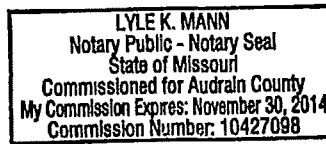
STATE OF MISSOURI)
)SS.
COUNTY OF BOONE)

I, Lyle K. Mann, a Notary Public, do hereby certify that on the 28th day of November, 2012, personally appeared before me Kara Linnemeyer, to me personally known, who being first duly sworn by me acknowledged that she signed as her free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements contained therein are true, to his best knowledge and belief.

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



Lyle K. Mann, Notary Public
Boone County, State of Missouri
My commission expires: 11-30-14.



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BYLAWS

BOONE COUNTY MO NOV 29 2012
Exhibit B

OF

OAK PARK HOMEOWNERS ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is Oak Park Homeowners Association, hereafter referred to as "the Association". The principal office of the corporation shall be located in Columbia, Boone County, Missouri, or at such other place as the Association's Board of Directors shall from time to time designate.

ARTICLE II

Definitions

The following terms shall have the following meanings when used in these Bylaws:

Section 1. General Definitions. "Declaration" means the Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of Oak Park," made by Beacon Street Properties, LLC, a Missouri limited liability company ("the Developer"), and recorded in the Real Estate Records of Boone County, Missouri.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership in the Association

Every Lot Owner of a Lot owned by a party other than the Developer and the Developer's assignees shall 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 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 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 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 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, and shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided, for each Lot in which they hold the interest required for Class A membership by this ARTICLE III. The Developer shall also be a Class A member before termination of Class B memberships for all Lots held for rental or lease purposes. There shall, initially, be one hundred twenty-two (122) Class B memberships; there being one Class B membership attributable to each of Lots 101 through 242, both inclusive, of Oak Park Plat 1 and Oak Part Plat 2, and there being an additional sixty (60) additional Class B memberships which are not attributable to any Lot. Class B memberships shall be increased and decreased in accordance with the provision of ARTICLE III of the Declaration.

ARTICLE IV **Voting Rights**

The Association shall have two (2) classes of voting memberships, Class A and Class B. The qualifications for Class A membership and Class B membership, and the identities of the Class A and Class B members, and the nature and extent of the voting rights of Class A and Class Members shall be as specified in the Declaration.

ARTICLE V **Membership Meetings**

Section 1 Place of Meetings. Meetings of the membership shall be held at a place as designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at a reasonably convenient location within Boone County, Missouri selected by the Board, within 365 days following the formation of the Association, or 180 days following the first day of the first calendar year which next begins after the conveyance of the first Lot contained within the Development to a person other than a Class B Member of the Association, whichever shall last occur. Thereafter, the annual meetings of the members of the Association shall be held within the first 180 days following the close of each calendar year, at such times as the Board of Directors shall determine appropriate.

Section 3. Special Meetings. Special meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the Association's Articles of Incorporation, or by the terms of these Bylaws, require the approval of some or all of the members, or for any other reasonable purpose. Said meeting shall be called by a written notice, authorized by a majority of the Board of Directors, or upon a petition signed by twenty percent (20%) of the Class A or all of the Class B Members (if there are Class B Members) of the Association having been presented to the Association's Manager, if no Manager, the Secretary of the Corporation. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members of each class present, either in person or by proxy.

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Section 4. Notice of Meetings. Except when otherwise provided by the Declaration and except when notice is waived as hereinafter provided, written or printed notice of any annual or special meeting of the members shall be sent by the Manager or Secretary of the corporation to all members by mailing, postage prepaid, or by electronic mail at least ten (10) days and not more than forty (40) days prior to the meeting, addressed to the members at their respective addresses as recorded upon the membership books of the Association. Notice may also be accomplished by service of same upon the member at his Lot or last known address. Notice by either such method shall be considered as notice served. Any notice shall state the place, day and hour of the meeting and the purpose or purposes for which it is called. No notice of any annual or special meeting of the members is required if all members file with the records of the meeting written waivers of such notice. In the absence or disability of the Manager or Secretary, notice as provided for in this Section may be sent out by any such officer as may be designated by the Board of Directors.

Section 5. Waiver of Notice Any member may waive notice of any membership meeting, either in writing or by electronic mail, whether such member attends the meeting or not. The presence of a member at any membership meeting shall be deemed to constitute a waiver by the member of notice to the meeting unless such member attends for the express purpose of objecting to the transaction of business at the meeting

Section 6 Quorum. The presence of twenty percent (20%) of the members of the Association of each class, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these Bylaws or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the majority vote of the members present of each class. If a quorum is not present, a majority of the members of each class present can adjourn the meeting to another date and time not less than forty-eight (48) hours from the time the original meeting was called, unless otherwise required by the Declaration at which time the quorum requirement shall be reduced by one-half (1/2). No notice of such date and time shall be required.

Section 7. Proxies. A member may appoint any other member or the Developer or the manager or managing agent of the Association, if any, as his proxy. In no case may any member, (except the Developer or the manager or managing agent, if any) cast more than one (1) vote by proxy. Any proxy must be filed with the Manager of the Association (or Secretary if no Manager) before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Manager of the Association or by the death of the member.

Section 8. Meetings, Convened, How. Every meeting of the members, for whatever purpose, shall be convened and chaired by the Association's President, if he be present, otherwise by the Vice President, or in his absence or refusal to act by persons selected by the Board of Directors.

Section 9. Order of Business. The order of business at all annual meetings of the members shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.

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- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election of inspectors in election.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

In the case of special meetings, items a through d shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meetings.

ARTICLE VI

Directors

Section 1. Number, Classification & Term of Office. Until Class B voting rights have expired, the Board of Directors of the Association shall consist of three (3) Directors, five (5) Directors, seven (7) Directors, or some other odd number of Directors, as shall from time to time be established by the Board of Directors of the Association, immediately prior to the Annual Meeting at which Directors are to be elected. During such time as there are Class B voting rights in existence, a majority of such Directors (i.e., two of three Directors, or three of five Directors, etc., as the case may be), shall be natural persons elected by the Class B Members (who need not be Lot Owners). After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3), five (5), seven (7), or some other odd number of Directors (as determined by the Board of Directors immediately prior to the Annual Meeting of Members at which Directors are to be elected), who must be Owners of ownership interests in Lots, elected by the members of the Association. Until Class B voting rights are terminated, all Directors shall be elected at the annual meeting of the Association's members and shall serve for one (1) year and until their respective successors are duly elected and qualified. Prior to the first annual meeting of the members of the Association which is to be held after termination of Class B voting rights, the then Board of Directors shall determine the number of persons who shall constitute the Board of Directors for the coming year. At the first annual meeting of the members of the Association which is held after termination of Class B voting rights, all Directors shall be elected. All Directors elected after Class B voting rights have terminated must be natural persons, who are Lot Owners of Lots, or who hold ownership interests in Lots. At the first annual meeting of the members of the Association which is held after the termination of Class B voting rights, Directors shall be elected for the following terms:

One-third (1/3) of the Directors shall be elected to serve a term of office of three (3) years. One-third (1/3) of the number of Directors to be elected shall serve a term of office of two (2) years. The remaining Director(s) shall serve a term of office of just one (1) year. If the number of Directors is not divisible by 3, then the number shall be divided up or down to the nearest whole number. For example, if the number of Directors is five (5), two (2) officers shall be elected for three (3) years, two (2) for two (2) years, and one (1) for one (1) year. The term of office of the Director(s) receiving the greatest number of votes shall be fixed at three (3) years, and the term of office of the Director(s) receiving the second greatest number of votes shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) years.

Thereafter, at the expiration of each term of office of each respective Director, such Director's successor shall be elected to serve a term of three (3) years. Directors shall, in all events, hold office until their successors have been duly elected and have held their first annual meeting, and until such occurrence, shall possess all of the powers, authorities, duties, discretions and immunities of Directors, which is to say that a sitting Board of Directors shall serve until a new Board has been duly elected and has held its first meeting. There shall be no cumulative voting on Directors. In the event of a tie vote, the election to the office of Director shall be determined by lot or as the then-serving president of the Association shall otherwise determine, in the exercise of his or her reasonable discretion. If there is a tie vote, then the terms of offices of the Directors shall be determined by lot or as the then-serving president of the Association, in his or her sole and absolute discretion, shall determine appropriate. There shall be a single ballot or vote upon all Directors to be elected.

Section 2. Nominating Procedure. The Board of Directors may, in its sole and absolute discretion, constitute a "Nominating Committee," and may place names in nomination to fill the office of Directors. However, whether or not the Board so nominates persons to stand for election as members of the Board of Directors, persons to stand for election as members of the Board of Directors shall or may be nominated from the floor at the annual meeting of the members.

Section 3. Vacancies. The Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without sufficient cause (such sufficient cause being determined within the sole and absolute discretion of the remaining members of the Board by the majority vote thereof) from three (3) consecutive meetings of the Board may, at the option of the remaining members of the Board, be considered to have resigned, and such vacancies shall be filled by the unanimous vote of the remaining members of the Board; provided, however, that before such option is exercised by the Board, such member shall be given at least eight (8) days written notice that the exercising of such option is an issue to be placed before the Board so that such Board member shall have ample opportunity to appear before the Board to explain his absence from the meetings of the Board. For purposes of determining whether or not to exercise such option, the size of the Board of Directors shall be deemed to be reduced by one. Vacancies in positions on the Board filled by the vote of Class B Members shall be filled by the remaining Directors elected by Class B Members.

Section 4. Management. The management of the Corporation's business, funds, assets, deposits, properties and affairs shall be vested in the Board of Directors. The Board of Directors shall, however, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association, a professional manager, management firm or managing agent, at a rate of compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified in the Declaration. The employment of such a manager, management firm or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect. Any management agreement shall be terminable by the Association on six (6) months notice.

Section 5. Termination of Directorship. The term of any Director who becomes more than thirty (30) days delinquent in the payment of any assessments due under the Declaration, or any share of the common expenses, and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 3 of this Article.

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Section 6. Compensation. Directors, as such, shall not receive any stated compensation or salaries for their services as Directors

Section 7. Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors are elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, telegraph or electronic mail, at least six (6) days prior to the day named for such meeting.

Section 9 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone, telegraph or electronic mail, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds and Officers and Directors Insurance. The Board of Directors shall, if it in its discretion deems it appropriate to do so, require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds and may purchase Officers and Directors Liability Insurance, the cost of which shall be paid for from the Maintenance Fund or the assessments of members. The premiums on such bonds and insurance shall be paid by the Association.

Section 14. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these Bylaws, directed to be exercised and done by the members of the Association or by the Lot Owners. The property, funds and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not reserved by these Bylaws or by the Declaration or Articles of Incorporation to the members of the Association or the Lot Owners. The Association's Board of Directors shall have the authority to employ, discharge and determine the compensation of such management personnel, management firm, managing agent, professional management and employees as in its opinion are needed to do the work of the Association.

ARTICLE VII Officers

Section 1. Number. The officers of the Board and the Association shall consist of a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may, if it in its sole and absolute discretion determines appropriate, also choose and appoint one or more additional Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time. Any person may fill more than one of the offices; provided, however, that no person may be both the President and the Secretary. The Board may, for example, elect a single person as being the vice president, and the secretary. Such officers shall be selected by the Board of Directors at the organizational meeting of the Board of Directors following the annual meeting of the members of the Association. The President and Vice-President must be members of the Board of Directors. The Secretary and/or Treasurer and any Assistant Secretaries or Assistant Treasurers need not be members of the Board of Directors if the Board of Directors determines such to be the case.

Section 2. Term. The officers shall hold office at the pleasure of the Board of Directors, for a period of one (1) year from the date of their respective elections, and until their successors are duly elected and qualified.

Section 3 Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

ARTICLE VIII Duties of Officers

Section 1. General Powers. The officers shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these Bylaws, or by resolution of the Board of Directors.

Section 2. President. The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He shall sign all notes, agreements, conveyances or other instruments in writing made and entered into for or on behalf of the

Association He shall have all the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from time to time among the membership of the Association as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent and unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 5. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 6. Assistant Secretaries. The Assistant Secretaries, in order of succession, shall perform all of the duties of the Secretary in the event of the death, disability or absence of the Secretary, and such other duties, if any, as may be prescribed by the Board of Directors.

Section 7. Assistant Treasurers. The Assistant Treasurers shall, as to the funds entrusted to them, perform all of the duties of the Treasurers.

Section 8 Compensation of Officers. No officer shall receive any salary or other compensation for services rendered to the Association in his capacity as an officer of the Association. No remuneration shall be paid to any officer for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken

ARTICLE IX
Liability and Indemnification
Of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except

for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Development (except to the extent that such officers or directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or directors of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view of the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Developer) in which one or more of the Directors of the Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee therefor which authorizes or approves the contract or transaction, or because of his or their votes as counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

a. The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or is noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

b. The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

c. The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereafter to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or not so interested.

ARTICLE X **Management**

Section 1. Management. The Association, by and through its Board of Directors, shall enforce the provisions of the Declaration and of these Bylaws, and shall perform all duties and obligations conferred upon the Association by the Declaration, and shall have all powers, privileges, powers and discretions conferred upon the Association by the Declaration, and shall pay out of the Maintenance Fund, established by the Declaration, for those articles, items, duties and services to be supplied and performed by the Association through the use of such funds under the terms of the Declaration.

- . . . - Section 2. Manager or Managing Agent. The Association, by and through its Board of Directors, may delegate any of its duties, powers or functions to a manager or managing agent, provided that such delegation shall be revocable upon no more than six (6) months written notice.

Section 3. Duties to Maintain. The Association, shall have the duty and obligation to perform the repairs and maintenance imposed upon the Association and/or the Board of Directors by the Declaration. Each Lot Owner shall have the duty and obligation to perform the maintenance upon his, her or their Lot imposed upon him, her or them by the Declaration, and shall be required to perform with respect to each Lot, all maintenance not specifically imposed by the Declaration upon the Association and/or the Board of Directors. The Lot Owners upon whom collective obligations of maintenance, repair and replacement are imposed by the Declaration, shall have the duty and obligation, to the Association and all other Lot Owners, to perform or to cause to be performed the maintenance, repairs and servicing described in the Declaration.

Section 4. Access at Reasonable Times. For the purposes of discharging its duties and responsibilities as provided by these Bylaws and the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents, Directors or employees, shall have the right to enter upon any Lot or Building or Improvement located on any Lot at any hour considered to be reasonable under the circumstances.

Section 5. Limitation of Liability. The Association, and its Directors, and its officers, shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Maintenance Fund established by the Declaration, or for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner or occupant of any Lot for loss or damage by theft or otherwise of articles which may be stored upon any of the Common Elements. No diminution or abatement of maintenance fund assessments as provided for by the Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or the Lots or the buildings located thereon, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority. The directors, officers and the employees of the Association, and the Association itself (except to the extent of the cost of procuring same), shall not be liable for any failure by the Association to provide or perform any management, maintenance, repairs, servicing, upkeep or other services, or to procure any insurance, required by the Declaration.

ARTICLE XI
Assessments

This ARTICLE XI of these Bylaws shall be identical in form and content to Article VI of the Declaration, which such Article is incorporated herein by reference.

Boone County, Missouri
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BOONE COUNTY MO NOV 29 2012

ARTICLE XII
Financial Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of July of each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts for all funds collected by the Association shall be kept under the direction of the Treasurer, in accordance with good bookkeeping principals consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the funds collected and the administration of such funds.

Section 3. Auditing. Upon request by a majority of the Board of Directors of the Association, any Treasurer or Assistant Treasurer of the Association, whether present or past, shall submit his or her books and records for audit by an independent Certified Public Accountant, retained by the Association at its expense, whose report shall be prepared and certified in accordance with generally accepted auditing principles. In lieu of any such audit by an independent Certified Public Accountant, the Association's Board of Directors may appoint an "audit committee." Such audit committee shall consist of one (1) director and two (2) Class A members of the Association, who are not members of the Board of Directors. If an audit committee is used, then the books and records shall be audited by such audit committee, which shall report to the Association's Board of Directors and its members.

Section 4. Inspection of Books. The books and accounts of the Association, or of the Treasurer or any Assistant Treasurer thereof, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President and by the Secretary, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors may, if it in its discretion deems it appropriate, provide a corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant Treasurer.

ARTICLE XIII
Insurance

The Association's Board of Directors shall have the duty to obtain and maintain fire and casualty insurance to the extent reasonably available on any reasonably insurable improvements owned by the Association. The Association's Board of Directors, in its discretion, shall obtain, at the expense of the Association:

- a. Such other fire and casualty insurance and physical damage insurance as it finds to be appropriate;
- b. Such public liability insurance coverages and liability insurance coverages (in such amounts and for such limits) as it finds to be appropriate;
- c. Worker's compensation insurance coverages shall be maintained to the extent required by law, and may, if not required by law, nevertheless be maintained if the Directors, in their discretion, find it to be appropriate that such insurance be maintained in effect;
- d. Officers' and Directors' Liability Insurance Coverage, covering the Officers and Directors of the Association, to the extent the Board shall find to be appropriate;
- e. Such other insurance coverages as the Board finds to be appropriate in its discretion.

The Association's Board of Directors shall have the authority (but not the obligation) to enforce requirements imposed by the Declaration upon Lot Owners that Lot Owners obtain any insurance coverages.

ARTICLE XIV **Amendment**

Those provisions of these Bylaws which also appear in the Declaration may be amended only in that manner provided for the amendment of the Declaration by the Declaration. The remaining provisions of these Bylaws may be amended by the affirmative vote of a majority of the members of each class present at any meeting of the members at which a quorum is present, and which is duly called for that purpose. Amendments may be proposed by the Board of Directors or by a petition signed by members representing at least twenty percent (20%) of the voting members of a single class of members. A description of any proposed amendment of these Bylaws or the Declaration shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XV **Conflict With The Declaration**

Section 1. **Conflict**. In the event any of the provisions of these Bylaws, or any provision of an amended version of these Bylaws, conflicts with the terms and provisions of the Declaration in any way whatsoever, these Bylaws shall be deemed to be subordinate and subject to all provisions of the Declaration. All of the terms hereof except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

Section 2. **Severability**. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Boone County, Missouri
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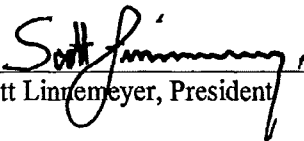
Section 3. Waiver. No restriction, condition, obligation or provision of these Bylaws or the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Captions. The captions contained in these Bylaws are for convenience only and are a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

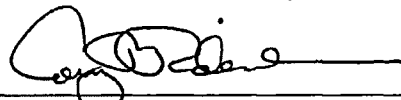
Section 5. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Adopted as the Bylaws of Oak Park Homeowners Association, a not-for-profit corporation of the State of Missouri, effective the 28th day of November, 2012 (same being attached to the Declaration, as the first Bylaws of the Association).

OAK PARK HOMEOWNERS ASSOCIATION



Scott Linnemeyer, President



Cory T. Ridenhour, Secretary