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Bob Nolte
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

Title of Document: Declaration of Covenants

Date of Document: February 9, 2023

Grantor(s) Legacy Land Development LLC

Grantee(s) Legacy Land Development LLC

Statutory Mailing Address(s): 1010 Club Village Drive, Suite C
Columbia, Mo 65203

Legal Description: Page 1

Reference Book and Page(s): Book 5635
Page 3

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF LEGACY FARMS

Developer/
Grantor/
Grantee: Legacy Land Development LLC
1010 Club Village Drive, Suite C
Columbia, MO 65203

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

A TRACT OF LAND LOCATED IN THE WEST HALF SECTION 34 TOWNSHIP 48 NORTH, RANGE 13 WEST AND SECTION 3, TOWNSHIP 47 NORTH RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND DESCRIBED BY THE WARRANTY RECORDED IN BOOK 5635, PAGE 3 AND BEING ALL THAT LAND SHOWN IN THE FINAL PLAT OF LEGACY FARMS PLAT NO. 1 RECORDED IN PLAT BOOK 57, PAGE 2.

EXCEPTING FROM THE ABOVE-DESCRIBED AREA, ALL OF LOTS 1199, 1200 AND 1201 OF SAID LEGACY FARMS PLAT NO. 1, RECORDED IN PLAT BOOK 57, PAGE 2.

Date: February 9, 2023

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

All Lots and Common Lots 1001-1198, and 1202, and C1-C9, all inclusive, in "Legacy Farms Plat 1," as shown by the plat recorded in Plat Book 57 at Page 2 of the Real Estate Records of Boone County, Missouri.

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF LEGACY FARMS

THIS DECLARATION of COVENANTS, EASEMENTS and RESTRICTIONS is made on this 9th day of February, 2022, by Legacy Land Development, LLC, a Missouri limited liability company, which is sometimes referred to herein as "Developer," and which shall have as its address for purposes of this Declaration 1010 Club Village Drive, Suite C, Columbia, MO 65203, with the Developer executing and entering into this Declaration in view of the following facts, matters and circumstances:

BACKGROUND RECITALS
["Recitals"]

This Declaration is executed and recorded by the Developer in view of the following facts, matters and circumstances:

Developer, as the owner of a parcel of land situated in Boone County, Missouri, caused to be platted as "Legacy Farms Plat 1," by Final Plat of Legacy Farms Plat 1 recorded in Plat Book 57 at Page 2 of the Real Estate Records of Boone County, Missouri, except Lots 1199 through 1201, inclusive (sometimes referred to herein as "Plat 1", or the "Plat"), and legally described as follows:

A TRACT OF LAND LOCATED IN THE WEST HALF SECTION 34 TOWNSHIP 48 NORTH, RANGE 13 WEST AND SECTION 3, TOWNSHIP 47 NORTH RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND DESCRIBED BY THE WARRANTY RECORDED IN BOOK 5635, PAGE 3 AND BEING ALL THAT LAND SHOWN IN THE FINAL PLAT OF LEGACY FARMS PLAT NO. 1 RECORDED IN PLAT BOOK 57, PAGE 2.

EXCEPTING FROM THE ABOVE-DESCRIBED AREA, ALL OF LOTS 1199, 1200 AND 1201 OF SAID LEGACY FARMS PLAT NO. 1, RECORDED IN PLAT BOOK 57, PAGE 2.

All of that parcel of real estate which is the subject matter (that is, which has been platted and subdivided into lots, streets, rights-of-way and other items by the said Plat, except Lots 1199 through 1201, inclusive) of this Declaration, is collectively referred to herein as "the Parcel."

In addition, the Developer now owns, or might hereafter acquire, additional land adjacent to, or in the vicinity of the Parcel, which the Developer may annex to and cause to become a part of the Development provided for by this Declaration, with such additional land (whether now owned or hereafter acquired by Developers, or any of them), referred to herein as "the Annexation Parcel," which includes but shall not be limited to the following described tract(s):

A TRACT OF LAND LOCATED IN THE WEST HALF SECTION 34 TOWNSHIP 48 NORTH, RANGE 13 WEST AND SECTION 3, TOWNSHIP 47 NORTH RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND DESCRIBED BY THE WARRANTY DEEDS RECORDED IN BOOK 88, PAGE 153 AND BOOK 152, PAGE 359 AND THE GUARDIANS DEED RECORDED IN BOOK 113, PAGE 235 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3, AS SHOWN IN SAID SURVEY, AND WITH THE NORTH LINE OF SAID SECTION, S 83°32'05"E, 1371.48 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 34, AS SHOWN IN SAID SURVEY; THENCE LEAVING THE NORTH LINE OF SAID SECTION 3 AND WITH THE WEST LINE OF SAID SURVEY, N 1°25'15"E, 3566.59 FEET; THENCE N 1°29'55"E, 1047.87 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF COLUMBIA SCHOOL DISTRICT SUBDIVISION NUMBER 1, RECORDED IN PLAT BOOK 21, PAGE 97; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF SAID SURVEY AND THE SOUTH LINE OF SAID LOT 1, S 83°49'15"E, 1262.28 FEET; THENCE CONTINUING WITH THE LINES OF SAID SURVEY, S 6°42'05"W, 11.92 FEET; THENCE S 83°03'05"E, 82.14 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 34; THENCE WITH SAID EAST LINE OF THE NORTHWEST QUARTER, AS SHOWN IN SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 1°30'30"W, 4607.63 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID SECTION 3, N 83°32'05"W, 23.08 FEET TO THE NORTHWEST CORNER OF TRACT 3 OF THE SURVEY RECORDED IN BOOK 4803, PAGE 180; THENCE LEAVING THE NORTH LINE OF SAID SECTION AND WITH THE WEST LINE OF SAID SURVEY RECORDED IN BOOK 4803, PAGE 180, S 1°18'25"W, 2926.53 FEET; THENCE 597.92 FEET ALONG A 574.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 31°08'55"W, 571.25 FEET; THENCE S 60°59'25"W, 222.22 FEET; THENCE 350.83 FEET ALONG A 575.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 43°30'40"W, 345.42 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3; THENCE WITH SAID SOUTH LINE, S 88°39'15"E, 4.84 FEET TO THE EAST LINE OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982; THENCE LEAVING SAID SOUTH LINE AND THE LINES OF SAID SURVEY RECORDED IN BOOK

4803, PAGE 180, AND WITH THE EAST LINE OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 16°37'00"W, 651.17 FEET TO THE NORTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 5356, PAGE 129; THENCE LEAVING THE LINES OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982 AND WITH THE NORTH LINE OF SAID SURVEY RECORDED IN BOOK 5356, PAGE 129, N 88°31'00"W, 1006.22 FEET TO THE EAST LINE OF ARROWHEAD LAKE ESTATES, PLAT 3 RECORDED IN PLAT BOOK 51, PAGE 84; THENCE LEAVING THE NORTH LINE OF SAID SURVEY AND WITH THE EAST LINE OF SAID ARROWHEAD LAKE ESTATES, N 1°28'10"E, 625.76 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WITH THE NORTH LINE OF SAID ARROWHEAD LAKE ESTATES, N 88°39'15"W, 344.67 FEET; THENCE LEAVING SAID NORTH LINE, N 0°51'40"E, 745.03 FEET; THENCE N 88°39'15"W, 420.01 FEET TO THE WEST LINE OF SAID SECTION 3; THENCE WITH SAID WEST LINE, N 0°51'40"E, 3285.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 383.38 ACRES.

EXCEPTING FROM THE ABOVE DESCRIBED AREA, ALL THAT SHOWN IN THE IN THE FINAL PLAT OF LEGACY CITY, PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 71.

ALSO EXCEPTING ALL THAT LAND SHOWN IN THE FINAL PLAT OF LEGACY FARMS PLAT NO. 1 RECORDED IN PLAT BOOK 57, PAGE 2.

SUBJECT TO THE PROVISIONS OF THIS DECLARATION, THE DEVELOPER RESERVES THE RIGHT TO ANNEX OR NOT ANNEX (BUT SUCH ANNEXATION SHALL ONLY OCCUR WITH THE AGREEMENT OF DEVELOPER OR ITS SUCCESSOR) ALL OR ANY PORTION OF THE ANNEXATION PARCEL TO THE DEVELOPMENT PROVIDED FOR HEREBY AND RESERVES THE RIGHT TO DEVELOP OR TO NOT DEVELOP ALL OR ANY PORTION OF THE ANNEXATION PARCEL AS A PART OF THE DEVELOPMENT PROVIDED FOR HEREBY. THE DEVELOPER, THEREFORE, RESERVES THE RIGHT TO ANNEX AND DEVELOP ALL OR PORTIONS OF THE ANNEXATION PARCEL IN A MANNER SIMILAR TO THE DEVELOPMENT PROVIDED FOR BY THIS DECLARATION OR A MANNER IN WHICH THE DEVELOPER, IN THE DEVELOPER'S SOLE, ABSOLUTE, UNLIMITED AND UNFETTERED DISCRETION, SHALL FIND TO BE APPROPRIATE. DEVELOPER MAKES NO PROMISE OR REPRESENTATION, OF ANY KIND OR NATURE WHATSOEVER, EXPRESSED OR IMPLIED, THAT ANY PORTION OF ANY PART OF THE ANNEXATION PARCEL WILL OR WILL NOT BE ANNEXED TO THE DEVELOPMENT PROVIDED FOR HEREBY, OR WILL BE DEVELOPED IN A MANNER SIMILAR TO THE DEVELOPMENT OF THE PARCEL.

The Parcel subject hereto, hereinabove described, and the Annexation Parcel are zoned R-1, and R-MF, which has been approved by the City of Columbia, Missouri ("the City") in accordance with the City's zoning ordinance.

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

NOW, THEREFORE, **IN VIEW OF THE FOREGOING RECITALS AND SUBJECT TO ALL OF THE PROVISIONS AND RESERVATIONS OF SUCH RECITALS,** subject to the provisions of the foregoing Recitals and the reservations set forth in such Recitals, these easements, covenants,

restrictions, conditions, liens, charges and assessments 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 above-described Parcel, or any portion thereof, or any portion of the above-described Annexation Parcel which is hereafter annexed to the Development. The provisions of this Declaration shall apply to each Lot, and all improvements constructed thereon, hereinafter described, and to all present and future owners thereof, and shall run with each such Lot, and shall be binding upon and shall inure to the benefit of each Lot Owner, as defined hereinafter. The Developer hereby 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 purposes 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. "Annexation Parcel" shall mean all of the Annexation Parcel described in the foregoing Recitals.

Section 2. "Association" means a not-for-profit corporation of the State of Missouri, to be known as "The Legacy Farms Homes Association." In the alternative, if such name or any other such name is determined not to be available, then such Association shall bear a name similar thereto (as is determined to be available in the State of Missouri), and as shall be determined appropriate by the Developer in the Developer's sole discretion. All references in this Declaration to "the Association" shall mean such not-for-profit corporation, and its successors and assigns, which shall serve as the Association of Lot Owners hereinafter described, and shall have the powers, duties, privileges, immunities and obligations conferred upon the Association by this Declaration.

Section 3. "Builder" means and refers to an individual, company or corporation who or which constructs a Building within the Development. The Developer may sell a Lot or portions thereof to a Builder, other than the Developer, for purposes of building or constructing a Building and improvements located upon such Lot. However, any such Building or improvement shall be constructed solely pursuant to the Architectural Control provisions set forth in this Declaration. **THE PROVISIONS OF THIS SECTION 3 NOTWITHSTANDING, DEVELOPER SHALL NOT BE CONSIDERED TO BE A "BUILDER" PURSUANT TO THE PROVISIONS OF THIS SECTION 3 OR OTHER PROVISIONS OF THIS DECLARATION.**

Section 4. "Building" means and refers to a separate, distinct, freestanding structure, located within the Development, which is built, constructed, designed or intended for occupancy as one (1) or more Living Unit(s). Each Building shall be located upon a Lot. Each Lot shall contain one (1) Building (except in the case of the Apartment Lot(s), may include more than one (1) building), which contains one (1) or more Living Units, each of which such Living Units shall be used solely as a residence by a single Family.

Section 5. "City" shall mean and refer to the City of Columbia, Missouri, a municipal corporation of the State of Missouri. The Parcel lies within the corporate limits of the City and is subject to the jurisdiction of the City.

Section 6. "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 a Developer and its assignees; provided that if Developer holds a Lot for rental or lease purposes, it shall be the Lot Owner with respect to such Lot, and shall be deemed to be a Class A Member with respect to such Lot held for rental or lease purposes. If a Lot is rented or leased by Developer, or any assignee of any of Developer's rights hereunder, or any Class B Member, then, immediately upon the renting or leasing thereof, the Lot Owner of such Lot (regardless of whether same is Developer or any assignee of Developer hereunder or the holder of any other Class B membership rights) shall become a Class A Member of the Association with respect to such Lot, and shall, with respect to such Lot, be subject to assessment as a Class A Member. Such Lot shall continue after such renting or leasing to be a Lot to which Class A membership rights and duties and obligations attach. The qualifications for Class A membership are set forth below in Article II. Any Lot which has at any time been occupied or used as a residence shall also be subject to a Class A membership and its Owner, whether Developer, any assignee of Developer's rights hereunder or any other Class B Member shall be a Class A Member of the Association with respect to such Lot.

Section 7. "Class B Member" shall mean a Class B Member of the Association and shall mean the Developer, or any person to whom the Developer shall have assigned all or a portion of its rights as the Developer under the terms and provisions of this Declaration. Except as specifically provided in Section 10 to the contrary, with respect to Deeds of Trust, mortgages or security instruments executed by Developer, a conveyance by Developer by Warranty Deed, Deed of Trust or other conveyance shall not be deemed to be an assignment of any of its rights as Developer, unless such rights are specifically mentioned therein. Such rights can otherwise be assigned only by an assignment, by a Developer, which specifically refers to the rights of a Developer under this Declaration.

Section 8. "Common Area" shall mean the Lots C1, C2, C3, C4, C5, C6, C7, C8, and C9, or Common Areas shown upon any Plats, hereinabove defined, and any land within the Parcel containing any entryway monuments, entryway decorations or signs and all portions thereof, for the Development, and all entryway structures for the Development, and land containing the landscaping placed at any entrances of the Development or any portions of the Development. The Owners of the Lots shall be entitled to use the Common Areas, provided however that the Owners and residents of the Apartment Lots shall not be permitted to utilize the Pool Lot.

Section 9. "Declaration" means this instrument.

Section 10. "Developer" shall mean and refer to Legacy Land Development, LLC, and shall further refer to any person or persons to whom either such Developer, or its successors, shall assign all or any portion of its rights as a Developer under the terms of this Declaration. A conveyance by Developer by Warranty Deed or otherwise shall not be deemed to be an assignment of any of such Developer's rights as a 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 a Developer, which specifically refers to the rights of a Developer under this Declaration. The provisions of this Section 10 to the contrary notwithstanding, a conveyance by Developer of any of the Property by deed of trust or mortgage, shall be deemed to carry therewith all of the rights of the Developer, as set forth in this Declaration, with respect to the Property subject to the deed of trust or mortgage, including all Architectural Control rights attributable thereto, and all Class B voting rights attributable thereto. In other words, a conveyance by Developer by deed of trust or mortgage shall be deemed to include therein all rights of such Developer (and Class B memberships) with respect to the real estate described in such deed of trust or mortgage, which shall be subject to the lien of the deed of trust or mortgage.

Section 11. "Development" shall mean the Parcel (including any portions of the Annexation Parcel hereafter annexed to the Parcel, if any), and all Buildings and improvements located thereon, and all Lots therein, and all rights pertinent thereto.

Section 12. "Family" shall be deemed to mean 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, occupying a single Living Unit with single kitchen facility. A Family may include not more than one (1) additional person, not related to the Family by blood or marriage; provided that such additional person may be provided with sleeping accommodations, but not with kitchen facilities in addition to those utilized by the Family. The above provisions of this Section to the contrary notwithstanding, two unmarried adults, and their respective children, may occupy a Living Unit and shall be a Family. Short term guests shall be permitted, and there shall be no prohibitions upon renting or leasing of Living Units. The above provisions of this Section to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, the term Family shall also include a living arrangement wherein not more than three (3) adult persons, not all of whom are related to each other by blood, marriage or adoption, are sharing a single Living Unit as a not for profit, cost sharing arrangement. The provisions of this Section to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, if the provisions of the applicable zoning ordinances, as such ordinances are now in effect or as they shall, hereafter, be enacted, modified or amended or placed in effect, define a Family, in a more restrictive manner, then the more restrictive definitions of the applicable zoning ordinances (including those hereafter put into effect) shall apply and shall define a Family for all purposes of this Declaration. If there is a conflict in the definition of a Family, as set forth in any zoning ordinance of the City which is applicable to the Parcel or any Lot, and the definition hereinabove set forth in this Section 13, then the most restrictive definition (whether it is in the zoning ordinance, as such Ordinance may from time to time be amended or in this Section 13) shall govern. Therefore, any so-called "Nonconforming Use Rights" notwithstanding, any amendment of the zoning ordinances or regulations which more strictly defines the term "Family" than do the current zoning ordinances of the City or this Section 13, shall govern.

Section 13. "Landscaping Easements" or "Sign Easements" (all of such terms shall be synonymous) shall mean and refer to any Landscaping Easements or Sign Easements, or Landscape and Sign Easements, established by a Plat, and all land contained therein and all improvements located thereon, all of which such Easements shall be Common Areas, and shall be owned by, held by and controlled by the Association, and are established by the Plats for the benefit

of the Association and for the benefit of all Lot Owners. All land contained within the boundaries of any of such Easements shall be subject to the control of, and to the obligations of maintenance, repair and replacement by the Association, as hereinafter specifically described in this Declaration.

Section 14. "Living Unit" shall mean that part of a Building designed and intended as a residence for a single Family. Each Lot (as defined in Section 15 below), other than the Apartment Lot(s), as defined hereinafter, is intended to contain a single Building (as defined herein), and is a building site, upon which one, and only one, Building will be located. The Building placed on each such Lot may contain one (1) or more Living Units.

Section 15. "Lot," as it refers to the initial Parcel and the Plat shall mean each of the numbered Lots, as shown by the Plat

Each "Lot," as defined herein, is to be a building site for one (1) Building, which such Building shall contain one (1) Living Units, or in the case of the Apartment Lot(s) may contain one (1) or more Buildings, which such Buildings shall contain one (1) or more Living Units.

The provisions of this Section notwithstanding, and any provisions of this Declaration to the contrary notwithstanding, Developer shall have the right as to each Lot owned by Developer, without the consent of any persons whomsoever, to:

a. Change the Lot lines;

b. Subdivide the Lot so as to create additional Lots;

c. Combine such Lot so as to reduce the number of Lots or Living Units;

d. Otherwise amend or change the Lot lines of such Lot;

e. Subdivide such Lot into one (1) or more Lots or one (1) or more Living Units, and/or Common Area(s).

In addition, Developer, as to each Lot owned by it and as to each Lot conveyed by it to a Builder or any Lot Owners other than Developer, reserves the right to approve of (and must approve of) all Plats which subdivide Lots owned by others or converts all or any part of a Lot into Common Area or which alter the Lot lines of such Lots owned by others.

Developer may not, however, change the Lot Lines or boundaries of any Lot owned by a Lot Owner other than Developer, or subdivide any such Lot, or alter the Lot Lines of any Lot owned by a person other than Developer, or in any manner modify or amend the Lot Lines of Lots owned by persons other than such Developer, without the prior written consent of the Lot Owner thereof.

The location and description of each Lot shall be fixed by the Plat (provided that the Plat may be amended in the manner described herein in this Section).

The "Apartment Lot" is Lot 1202 of the Plat, and intended for multi-family use, and as such will consist of multiple Living Units, and improvements serving the same. The area outside the Living Units shall not be considered a Common Area, and shall be maintained by the owner of the Apartment Lot.

Section 16. "Lot Owner" means the person or persons whose estates or interests, individually or collectively, own a Lot in fee simple.

Section 17. "Parcel" means the entirety of that parcel of land platted as "Final Plat of Legacy Farms Plat 1," except Lots 1199 through 1201, inclusive, as set forth hereinbefore, by the Plat and any part of any Annexation Parcel hereafter annexed by the Developer, with the consent of the Developer (or of its successors or assigns) to the Development provided for by this Declaration, and is hereby made subject to this Declaration by Developer, pursuant to the provisions of this Declaration dealing with Annexation; **PROVIDED, HOWEVER, THAT THE DEVELOPERS MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND OR NATURE WHATSOEVER THAT ANY ANNEXATION PARCEL OR PORTION OF AN ANNEXATION PARCEL WILL BE ANNEXED TO THE DEVELOPMENT OR WILL BE DEVELOPED IN A MANNER COMPARABLE TO THE DEVELOPMENT.**

Section 18. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 19. "Plan" means the Preliminary Plat for Legacy Farms, approved by the City and attached hereto as Exhibit ___, and any amendments thereto, for the Plat and the Annexation Parcel.

Section 20. "Plat" means the following:

– The Final Plat of Legacy Farms Plat 1, recorded in Plat Book 57 at Page 2 of the Real Estate Records of Boone County, Missouri; and

– Any plat or replat of any Lot which subdivides such Lot and Common Areas; and

– Any amendments, plats, replats, or modifications of any such Plat or any portion of any land platted by any such Plats; and

– Any Annexation Parcel, or portion thereof.

The Developer reserves the right, pursuant to this Section 20, to amend a Plat as to any portion of the Parcel owned by such Developer, but not as to any Lots or portion of a Parcel owned by persons other than a Developer.

Section 21. "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including any Building or Buildings, and all other buildings, and structures placed therein, 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 22. "Record" means to record in the Office of the Recorder of Deeds of Boone County, Missouri, wherein the Property is located.

Section 23. "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 24. "Stormwater Facility" shall mean and refer to each of the following, which is located within the Development, at any location whatsoever, and whether located within any Lot or Common Area:

a. Any stormwater detention basin, wet or dry;

b. Any stormwater impoundment;

c. Any stormwater retention or detention facility;

d. Any ditch, swale, pipe, conduit, wet or dry stream or creek, drain, drainageway, French drain, or other stormwater flowage component, device or facility of any kind or nature whatsoever, other than as may be attached to a Building or located on a Lot.

Section 25. "Trails" or "Paths" shall mean and refer to pedestrian and/or bicycle paths or trails shown upon any Plat. "Trail Easements" or "Path Easements" or "Pedestrian Easements" shall mean and refer to any easements provided for by the Plats for any Pedestrian and/or Bicycle Path or Trail. All Pedestrian and/or Bicycle Paths or Trails, and all Paths and Trails, and the Easements therefor, shall be held by the Association for the use of all Lot Owners, and all Paths, Trails and other improvements located within any Path, Trail or Easement therefor, shall be held by the Association, for use by all Lot Owners. There shall be no golf carts permitted on any Trails or Paths, but electric scooters shall be permitted.

ARTICLE II
MEMBERSHIP IN THE ASSOCIATION

Every Lot Owner of a Lot which has been conveyed or rented by Developer or its assignees, or successors in ownership, or which is used as a residence, 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 this Declaration, and shall be entitled to all rights and privileges of Class A membership in the Association. Class A membership in the Association shall not be optional. There shall be one (1) Class A membership attributable to each Lot. 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 four (4) Class A membership in the Association appurtenant for the Apartment Lot, which votes shall be a fractional amount of the number of Living Units located within the Apartment Lot.

There shall be one (1) Class A membership in the Association appurtenant to the ownership of every Lot other than the Apartment Lots 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 subject to assessment 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 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 whom Developer shall assign all or any part of the rights as Developer under the terms of this Declaration, shall be the sole Class B Member of the Association. Developer, and those to whom it assigns all or any portion of its rights as a Developer under the terms of this Declaration shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided in this Declaration, for each Lot in which they hold the interests required for Class A membership by this Article II. Each of Developer and its assignees, and successors, shall, before the termination of Class B memberships, also be Class A Members for each Lot held for rental or lease purposes and for each Lot owned by them which is occupied as a residence; any Lots being held for rental or lease purposes or occupied as residences, which are subject to assessment under the following provisions of this Declaration. Except as hereinabove specifically provided to the contrary in Section 10 of Article I of this Declaration with respect to deeds of trust, mortgages, and security instruments executed by Developer, rights as a Developer shall not otherwise be deemed to be assigned by any Warranty Deeds or other conveyances made or given by a Developer, unless such rights are specifically mentioned therein. Rights of Developer, including Class B voting rights, can otherwise be assigned only by a written assignment, properly recorded, which specifically refers to the rights of the Developer hereunder, and the Class B voting rights, and assigns all or a portion of such rights. Developer can assign all or a portion of its Class B voting rights, hereinafter set forth, to other Builders or Lot Owners who build within the Development, but such assignment shall be made solely by a specific reference in the Deed or conveyance, or by a separate written assignment which specifically refers to such rights, and is properly recorded. If any Class B voting rights are so assigned by Developer to other Builders or Lot Owners or another developer, the assignee shall be deemed to lose the Class B vote(s) for every Lot conveyed, leased or rented by him or it to another person. If a Lot is sold, leased, or rented by Developer, or any assignee of Developer's rights hereunder, or the holder of any Class B membership rights hereunder, or if a Lot or Living Unit is occupied as a residence, then the Class B membership, if any, attributable to such Lot shall cease, and such Lot shall automatically have (from the date of the first sale, renting, leasing or occupancy thereof) a Class A membership attributable thereto and attached thereto, and the Lot Owner of such Lot shall become, with respect to such Lot, a Class A Member, subject to all duties, obligations, assessments, rights and privileges of Class A membership attributable to such Lot, regardless of whether such Lot Owner is Developer or any other Class B Member. If a Lot is rented or leased by Developer or any other Class B Member, or any assignee of any of a Developer's rights hereunder, or if a Lot is occupied as a residence, then such Lot shall be deemed to have been "conveyed," for purposes of the termination of Class B membership rights under the terms of Article III hereof. Notwithstanding anything to the contrary herein set forth in this

Declaration, in the event a Class A membership has not earlier attached to a Lot under the above provisions of this Article II, such a membership shall attach to such Lot, and the Class B membership attributable to such Lot shall terminate, if not earlier terminated, upon the earliest to occur of the following events:

a. Fourteen (14) months have expired following substantial completion of the Building located upon the Lot which contains (or is to contain) the Living Unit; or

b. Twenty-four (24) months have expired following the start of work for the construction of the Building located upon the Lot which contains or is to contain the Living Unit;

c. Such Lot has been conveyed, rented or leased to someone other than the Developer or the Builder who builds the Building containing the Living Unit located on the Lot or such Living Unit has been occupied as a residence;

d. Any Living Unit has been occupied as a residence for a period of more than twelve (12) months;

ARTICLE III
VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

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 this Declaration, except that for Lot 1202 [the Apartment Lot] there shall be one four (4) votes associated with Class A membership associated with said Lot. 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, as provided in this Declaration.

Class B. The Developer, and those to whom Developer assigns all or any portion of Developer's rights as the Developer, under the terms of this Declaration, shall, at the outset, be entitled to one hundred ninety-eight (198) Class B votes; there being one hundred ninety-eight (198) Class B votes attributable to the Lots (Lots 1001 through 1198, both inclusive), and four (4) Class B votes attributable to the Apartment Lot(s) (Lot 1202), all as shown by the Plat, and there being one (1) additional Class B vote. The aggregate number of Class B votes from time to time in existence shall be increased and reduced as follows:

a. If a Lot is conveyed by a Developer, without an assignment of the Class B votes attributable thereto, then the number of Class B votes shall be reduced by one (1);

c. If a Developer retains ownership of the Apartment Lots, and leases or rents a Living Unit in a Building constructed on an Apartment Lot, the number of Class B votes shall be reduced by one (1) on the date ten (10) Living Units are rented or leased in one of the Buildings on the Apartment Lot;

d. If a Developer retains ownership of a Lot and builds a Building thereon and then sells the Lot, then the number of Class B votes shall be reduced by one (1), as each Lot is sold, rented, leased or otherwise disposed of, or is first occupied as a residence;

e. In any event, the Class B vote attributable to a Lot shall cease and terminate as hereinabove provided in Article II of this Declaration, and all Class B votes shall cease and terminate as hereinafter provided in this Article III of this Declaration;

f. If any portion of the Annexation Parcel is annexed to the Development, then the number of Class B votes shall be increased by one (1) vote for each Lot annexed thereto, except that in the event of additional Apartment Lots, the number of Class B votes shall be increased by a fractional amount equal to one (1) vote for every ten (10) Living Units to be constructed on the said Apartment Lot.

All Class B voting rights and memberships if not previously terminated shall terminate upon the earlier to occur of any:

i. When the Developer, meaning each of the Developer, and all of Developer's assignees of Class B memberships, cease to own any Lot within the Parcel then constituting the Development, and a period of more than forty-eight (48) months has expired since the Developer or Developer's assignees of the Class B Memberships have last annexed any portions of the Annexation Parcel to the Development (or more than 48 months have expired since the last part of any Annexation Parcel has been annexed to the Development), and a period of more than thirty-six (36) months has expired since the Developer and the Developer's assignees of Class B memberships have last owned a Lot within the Parcel; or

ii. January 1, 2070; or

iii. The Developers record in the real estate Records of Boone County, Missouri, a written instrument evidencing Developer's determination to terminate such Class B voting rights.

A failure by a Developer to cast its Class B votes or to exercise any of its rights as a Developer shall not constitute a waiver of such votes or such rights. If the Developer on any occasion elect(s) not to cast Class B votes, and if the Developer permits all members of the Board of the Association to be elected for any year by the Class A Members of the Association (which they shall be permitted to do), the Developer shall not, under any circumstances whatsoever, have waived or be deemed to have waived or treated as having waived the rights to cast such Class B votes at any time in the future. In other words, the Developer may, from time to time, relinquish control of the Association by not casting Class B votes, and then reassert such control at time or times of its choosing.

A Class A membership shall attach to a Lot automatically on the date of termination of a Class B membership attributable thereto.

ARTICLE IV
THE ASSOCIATION

Section 1. Formation. The Developer, upon the sale of one (1) or more Lots, shall cause to be incorporated, a not-for-profit corporation under the laws of the State of Missouri, to be called The Legacy Farms Owners' Association, or a name similar thereto (as shall be available through the office of the Secretary of State of the State of Missouri). The responsibility of the Association shall be more fully described by the following terms of this Declaration. 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 therein, and the Developer and its assignees shall hold those Class B membership rights hereinabove provided for by this 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. Membership in the Association is not optional. When a Lot Owner acquires ownership of a Lot, such Lot Owner shall automatically become a Class A Member of the Association, and shall automatically be subject to assessment by the Association as hereinafter provided for in this Declaration.

Section 2. Articles of Incorporation and By-Laws. The Association shall have as its Articles of Incorporation and By-Laws such Articles and By-Laws 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 Association's Board of Directors shall have general responsibility to administer the Development, approve the annual budget of the Association, provide for the collection of annual, special, monthly or other assessments from Members, and arrange and direct or contract for the management of the Development and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefitting, and promoting the Development.

Section 4. Board of Directors. The Association's initial Board of Directors shall consist of three (3) individuals. The members of the first Board of Directors of the Association, as named in the Association's Articles of Incorporation, shall serve until the first annual meeting of the Members of the Association, and until their successors are duly elected and qualified. Thereafter, so long as there are Class B voting rights in existence, the Association's Board of Directors shall consist of three (3) or five (5) or seven (7) (or some other odd number) of individuals, as the Association's Board of Directors shall from time-to-time find to be appropriate; a majority of such Directors shall be natural persons (who need not be Lot Owners) elected by the Class B Members, and the remaining Director or Directors, as the case may be, shall be (a) natural person(s), holding (an) ownership interest(s) in (a) Lot(s) (other than the Developer, or those to whom Developer, or any of Developer's assignees) elected by the Class A Members of the Association. After all Class B voting rights have ceased to exist, the Association's Board of Directors shall consist of three (3) or five (5) or seven (7) (or some other odd number) of natural persons, as determined by the Association's Board of Directors from time to time, who shall be holders of ownership interests in

Lots, elected by the Members of the Association. The Directors shall be elected in that manner, and for those terms, specified by the By-Laws, 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 for out of the maintenance fund hereinafter provided for, the following:

a. Waste removal, electricity and telephone and other necessary utility service for the Common Area;

b. To obtain and maintain a policy or policies insuring the Association, 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, the liability under which insurance shall be of the limits determined by the Association's Board of Directors, but shall never be less than Two Million Dollars ($2,000,000.00) single limit coverage, for injuries to or death of any one person or for injuries or deaths arising out of any one occurrence. Such limits shall be reviewed annually by the Association's Board of Directors and may be increased in its discretion. Such insurance shall be payable to the Association in trust for the benefit of the Lot Owners. The Association shall also obtain Worker's Compensation Insurance to the extent necessary to comply with any applicable laws.

c. Upon ten (10) days' notice to the Association's Board of Directors, or its manager, management firm or managing agent, and upon the payment of a reasonable fee set by the Association's Board of Directors, to furnish to any Lot Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing by such Owner.

d. When the Association's Board of Directors, in its sole and absolute discretion, deems it advisable to do so, to retain the services of a professional manager, management firm or managing agent to fulfill the Association's obligations, and to retain the services of such accountants, attorneys, employees and other persons as the Association's Board of Directors shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties. Notwithstanding anything to the contrary hereinabove set forth in this subpart (d) of this Section 5, or at any other location in this Declaration, any management contract entered into with any manager, management firm or managing agent prior to the termination of Class B voting rights hereunder shall not, in any event, have a term exceeding five (5) years, or extending beyond the date of termination of Class B voting rights as hereinabove provided for, whichever would provide the shorter term. Any delegation by the Association's Board of Directors of any of its duties, powers or functions to a manager, management firm or managing agent must be revocable upon no more than six (6) months written notice from the Association.

e. To provide for the cutting of all grass within the Common Areas throughout the Development, and for the irrigation of all lawns, trees and shrubbery and the like within the Common Areas, and for the landscaping, gardening, maintenance and replacement of all lawns, trees, shrubbery and landscaping within the Development, and for providing cleaning and snow removal for all driveways, walkways, sidewalks and parking areas located within the Common Areas.

f. To maintain and replace, when necessary, all roads, driveways, parking areas, sidewalks and walkways within the Common Areas.

g. To establish reasonable rules and regulations governing parking on all streets (including public streets) within the Development, and reasonable rules and regulations governing all roads, driveways, parking areas, sidewalks and walkways within the Development, and reasonable rules and regulations governing the Common Areas so as to provide reasonable protection for the rights and privacy of all Lot Owners, in the use and enjoyment of their Lots and any parking areas or Common Areas.

h. To obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments the Association is required to secure or pay for pursuant to the terms of this Declaration, including the Association's By-Laws, 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 this Declaration.

i. To pay any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Property or any part thereof which may, in the opinion of the Association's Board of Directors, constitute a lien against the Property, or more than one (1) Lot, rather than merely against the interests of a particular Lot Owner; provided, however, that there shall not be paid from the maintenance fund, by reason of the provisions of this subparagraph i, any sums due from the Developer, or by reason of any improvements contracted for by the Developer. When one (1) or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging the lien and any costs incurred by the Association and its Board of Directors by reason of the lien or liens shall be specially assessed to said Lot Owners and shall constitute a lien against the Lots owned by the Lot Owners, and shall be enforceable as described in Article VI of this Declaration.

j. To provide for the payment of taxes and assessments, general and special, levied against or by reason of the Common Areas.

k. To enforce those provisions hereinafter set forth in this Declaration which require that the Owners of each Lot located within the Development repair, maintain and replace certain portions of their Lots.

l. To maintain and repair the pool and clubhouse located on Lot C101 of the Plats.

Section 6. 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 any improvements which have been damaged or which reasonably require replacement for any reason) having a total cost in excess of Twenty Thousand Dollars ($20,000.00), without in each case obtaining the prior

approval of a majority of the Class A Members. The above provisions of this Section 6 to the contrary notwithstanding, the Association's Board of Directors shall have no power or authority whatsoever to make payment for any improvement located within the Development which the Developer shall cause to be placed within the Development. The responsibility for erecting within the Development all improvements shown by the Plans for the Development, or any portion of the plans for the Development, shall be placed upon the Developer, and not the Association.

Section 7. 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, which are not inconsistent with this Declaration, as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Areas.

Section 8. 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 Association or the Lot Owners or any of them.

ARTICLE V
ASSESSMENT - MAINTENANCE FUND

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Lot of the Development, and for each Living Unit contained therein, and for each Lot and Living Unit now or hereafter owned by the Developer (including those hereafter annexed to the Development), or the Developer's assignees within the Parcel and the Property, and for each Lot now or hereafter contained within the Development, and for all present and future Lot Owners of such Lots, hereby agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any Deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association, or the duly authorized officers, representatives, or agents of the Association: (1) annual assessments or charges hereinafter described; (2) special assessments for capital improvements hereinafter described; (3) special assessments for tax bills or public improvements, hereinafter provided for; (4) special assessments for replacement or nonperiodic maintenance hereinafter provided for; (5) assessments for insurance premiums hereinafter described; (6) any other sums or assessments provided for in this Declaration; and (7) fines and assessments as provided for by Section [20] of Article [XII] of this Declaration. Such sums and assessments to be fixed, established and collected from time to time as hereinafter provided. All such annual and special assessments, and other sums and assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided for, shall be a charge on the Lots, and shall be a continuing lien upon 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 Lot Owners of such Lot at the time when the assessment fell due. The personal obligation shall not pass to such Lot Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively by the Association to discharge its duties and obligations as provided for by this Declaration, and for the purposes of promoting the recreation, health, safety and welfare of the Lot Owners and residents of the Development, and in particular for the improvement and maintenance

of the Property and the services and facilities devoted to this purpose, and for the improvement and maintenance of the Common Area, and the services and facilities related to the use and enjoyment of the Common Area, and of the Buildings situated upon the Lots, as required by the provisions of this Declaration, including but not limited to, the payment of taxes and insurance on the Common Area, repairs to, maintenance of, replacement of and additions to the Buildings located on the Lots as required by the terms and conditions of this Declaration, and for the cost of labor, equipment, materials, management and supervision of the Common Area, and for the maintenance, repair and services listed in Article IV and VII hereof, as required by such Articles.

Section 3. Maintenance Fund. The 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. Amount and Setting of Initiation Fee and Annual Assessments. From and after the conveyance of the first Lot to an Owner other than the Developer, or another Class B Member, or from and after the date of the first leasing or renting of the first Living Unit within the Development to be rented or leased, whichever shall first occur, and payable thereafter each time the Lot is transferred from one owner to another, an initiation fee in the amount of $1,000.00 (the "Initiation Fee") shall be payable by the Owner at closing or within thirty (30) days of occupancy. The Initiation Fee shall be payable to Developer until such time as Developer is no longer a Class B Member, after which time the Initiation Fee shall be payable to the Association. Beginning on January 1 of the year immediately following such conveyance, renting or leasing, the annual assessments shall be as follows:

- For each Lot Owner of a Lot other than the Apartment Lots, an amount of $500.00 each year.
- For each Living Unit in a Building on an Apartment Lot in which one (1) or more of the Living Units has been rented or leased, the higher of $50.00/Living Unit or $1/10^{th}$ of the Lot assessment fees will be charged per unit.

Beginning January 1 of the year immediately following such conveyance, renting or leasing the annual assessment for all Lots from time to time subject to assessment may be increased or decreased as follows:

a. Each year, on or before November 30, the Association's Board of Directors shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services and supplies, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association's Board of Directors to be necessary for a reserve for contingencies and replacement or for maintenance of a periodic but not annual nature (such as roof replacement for the Clubhouse, etc.), and shall on or before December 31 of that year, notify each Lot Owner in writing as to the amount of such estimate, with reasonable itemization thereof for the following calendar year.

b. Beginning, and from and after, January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner other than the Developer, or another Class B Member, and on January 1 of each following year, the annual assessment may be increased or

decreased above or below the assessment for the preceding year by the Association's Board of Directors, effective January 1 of each year, without a vote of the membership, if required to meet the established cash requirements described in subpart a of this Section 4.

The Association's Board of Directors, or its manager, management firm or managing agent, or any person employed by it to collect the Annual Assessments, shall have the authority, as to each Lot, to allow the Annual Assessment to be paid either (i) in one (1), annual installment equal to the entire amount of the Annual Assessment, or (ii) in quarterly or semi-annual installments. Unless the Association's Board of Directors or its manager, management firm or managing agent or the party employed by it to collect the Annual Assessments elects to allow Annual Assessments to be paid other than in one (1) lump, annual sum, Annual Assessments shall be paid in one (1) lump, annual sum.

PRORATED ANNUAL ASSESSMENTS: AT THE TIME WHEN A LOT IS CONVEYED TO A LOT OWNER BY THE DEVELOPER, ANOTHER CLASS B MEMBER OR A BUILDER, THE DEVELOPER, SUCH CLASS B MEMBER OR BUILDER SHALL BE RESPONSIBLE FOR COLLECTING FROM THE NEW LOT OWNER, AND IMMEDIATELY REMITTING TO THE ASSOCIATION, THE EQUITABLY PRORATED SUM OF THE ANNUAL ASSESSMENT FOR THAT YEAR WHICH INCLUDES THE DATE OF THE CONVEYANCE, PRORATED EFFECTIVE AS OF THE DATE OF THE CONVEYANCE. THEREFORE, IF LOTS BECOME SUBJECT TO ASSESSMENT IN THE MIDDLE OF A CALENDAR YEAR, ANNUAL ASSESSMENTS FOR SUCH CALENDAR YEAR SHALL BE EQUITABLY PRORATED AS OF THE DATE THE LOT BECOMES SUBJECT TO THE ANNUAL ASSESSMENTS.

Section 5. Special Assessments for Capital Improvements or Other Purposes. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment 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, or for purposes of making up or offsetting or paying any deficiency for such year and the annual assessment established pursuant to Section 4 above, or for purposes of paying the difference between the sums raised by virtue of the annual assessments for such year and the total costs of providing for such year the services to be provided by the Association during such year; 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 6. Special Tax Bill or Assessment for Public Improvements. The Association shall pay any special tax bill or benefit assessment of any public body for public improvements which abut or run along any of the Common Area, or which benefit the entire Development as opposed to Lot Owners of only specific Lots. The entire cost of any such tax bill or assessment shall, automatically, upon levy thereof by the public body or authority, become a Special Assessment against all Lots. The entire sum of such Special Assessments shall be apportioned equally among all of the Lots, provided that the Special Assessments shall be apportioned to the Apartment Lots in the same proportion as the number of Class A and Class B votes allocated to the Apartment Lots. Such Special Assessments shall be used by the Association to pay the assessment or tax bill

levied by the public body or authority. Such Special Assessment shall be due and owing by each Lot Owner in time to permit timely payment of the tax bill or assessment. Special Assessments provided for by this Section 6 shall be enforceable in that manner hereinafter provided for in this Article V for enforcement of all assessments. Special assessments provided for by this Section 6 shall attach to all Lots, whether owned by Class A or Class B Members or other members.

Section 7. Special Assessment for Replacement or Non-Periodic Maintenance. In the event the Association is required to perform any non-periodic maintenance, repair or replacement for any portion of the Property, including by way of example only but not by way of limitation, the need of resurfacing or replacing signs, drives, driveways, parking areas and walkways, pool, clubhouse, and the need to replace lawns and landscaping within the Common Areas, and in the further event the annual assessment for the Lots and Living Units shall be insufficient to cover the costs of such non-periodic maintenance, 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, maintenance or replacement (a requirement that such reserve be established, although possibly advisable, shall not be implied herefrom), then the entire sum of the costs of such repair, maintenance or replacement of a non-periodic character shall be apportioned equally among all of the Lots and Living Units then located within the Development, and that portion of such cost apportioned to each such Lot or Living Unit shall constitute a special assessment against each such Lot. Such special assessment shall be used by the Association to pay the cost of such repair, replacement or maintenance of a non-periodic character, and shall be due and owing by each Lot Owner, on demand, in time to permit timely payment of the cost of the maintenance, repair or replacement. Special assessments provided for in this Section 7 shall be enforceable in that manner hereinafter provided for in this Article V for enforcement of all assessments. The sum of such special assessment shall be established by the majority vote of the Association's Board of Directors, acting within its sole and absolute discretion, and such determination by such Board of Directors, if made in good faith, shall be binding upon all Lot Owners.

Section 8. Uniform Rate of Assessment. In all cases, the rates of those assessments provided for by Sections 4, 5, 6 and 7 of this Article V must be fixed in the same fashion as Class A and Class Be voting rights for all Lots and Living Units subject to such assessments.

Section 9. Collection of Assessments. Both annual and special assessments shall be due and payable at such times, and in such installments, as the Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, or quarterly basis.

Section 10. Date of Commencement of Annual Assessments: Due Dates. All of the Annual and Special Assessments and other assessments hereinabove provided for in this Article V shall apply to each Lot or Living Unit from and after (and beginning with) the date when such Lot or Living Unit is rented, leased, sold, conveyed or otherwise disposed of by a Developer or the Builder erecting the Building which contains the Living Unit of such Lot, or the earlier date when the Living Unit of such Lot is first occupied as a residence. In any event such assessment shall apply, beginning with the dates that such Lot is first occupied as residence (whether under a lease or rental basis, or any other basis). No Assessment shall attach to any Lot, until such Lot is either first conveyed, or first rented, or first leased by a Developer or the Builder thereof, or is first

occupied as a residence. It is not intended that any Lot shall be subject to Annual Assessments or Special Assessments, except as otherwise specifically provided otherwise in this Article V, until:

a. A Building containing a Living Unit which is a part of the Lot is completed; and

b. That Living Unit (or the Lot containing such Living Unit) is conveyed by a Developer or the Builder who erected the Building to a Lot Owner other than the Developer or such Builder, or a Living Unit on such Lot is first occupied as a residence or is rented or leased; or

c. The Unit becomes subject to a Class A Membership.

Such Assessments shall apply beginning with the date when such circumstance exists, and shall, in any event, apply when a Living Unit on a Lot is first occupied as a residence (whether under a lease or rental basis or otherwise). The above provisions of this Section 10 to the contrary notwithstanding, however, a Lot shall become subject to assessments automatically should a Class A membership attach to the Lot under Article II of this Declaration. In such event, the Lot shall become automatically subject to assessment effective on the date the Class A membership attaches. The first Annual Assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the Annual Assessment against each Lot as soon as practicable before January 1, unless approval of the Association's membership is required as hereinabove provided for in this Declaration. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date shall be established by the Association's Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. **THE ASSOCIATION MAY ELECT TO REQUIRE THAT THE PRORATED SUM OF THE ENTIRE AMOUNT OF THE ANNUAL ASSESSMENT FOR THAT YEAR WHICH INCLUDES THE DATE WHEN A LOT BECOMES SUBJECT TO ASSESSMENTS AS DESCRIBED IN THIS SECTION 14 BE PAID TO THE ASSOCIATION IN ITS ENTIRETY ON THE DATE WHEN THE LOT BECOMES SUBJECT TO ASSESSMENTS, AS SUCH DATE IS HEREINABOVE DESCRIBED IN THIS SECTION 14. THE ANNUAL ASSESSMENT FOR SUCH YEAR, WHICH INCLUDES SUCH DATE, SHALL BE PRORATED BASED UPON THE NUMBER OF DAYS OF THE CALENDAR YEAR WHICH REMAIN AFTER THE DATE WHEN THE LOT BECOMES SUBJECT TO ASSESSMENTS, AS COMPARED TO THE NUMBER 365. FOR EXAMPLE, IF THE ANNUAL ASSESSMENT FOR A CALENDAR YEAR IS $1,200, AND THE LOT BECOMES SUBJECT TO ASSESSMENTS ON JULY 1 OF SUCH CALENDAR YEAR, THEN THE PRORATED SUM OF THE ANNUAL ASSESSMENT FOR SUCH CALENDAR YEAR SHALL BE ONE-HALF OF $1,200, OR $600, AND THE ASSOCIATION CAN ELECT TO REQUIRE THAT THE ENTIRETY OF SUCH PRORATED SUM BE DUE AND OWING ON THE DATE WHEN THE NEW LOT OWNER BECOMES SUBJECT TO ANNUAL ASSESSMENTS.** Annual Assessments shall thereafter be due and owing:

- On a lump sum basis, within the first thirty (30) days of a calendar year; or

- In equal quarterly or semi-annual installments, as the Board of the Association shall from time to time find to be appropriate.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the "Prime Interest Rate", plus three percent (3%) per annum (but in no event less than ten percent (10%) per annum) and the Association may bring an action at law or in equity against the Lot Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All references herein to the "Prime Interest Rate" shall mean that interest rate published as "Prime" or as the "Prime Rate" or as the "Prime Interest Rate" in the Money Rates column of the Wall Street Journal; meaning that rate of interest being charged by the Nation's largest money center banks to their most favored corporate borrowers. The interest rate shall be adjusted, up or down, with each adjustment in the Prime Interest Rate (as published in such Money Rates column) so as to always be equal to a rate of interest three percent (3%) per annum above the said Prime Interest Rate; provided that the Interest Rate shall never be less than ten percent (10%) per annum.

Section 12. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessment; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such foreclosure or such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments thereof thereafter becoming due.

Section 13. 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 (c) all Lots owned by a Developer or its assignees of its rights as Developer, or a Builder, until same have been rented, leased, sold or occupied, unless otherwise subject to assessment under the foregoing provisions of this Declaration. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 14. Collection of Assessments. Both annual and special assessments shall be due and payable at such times and in such installments as the Association's Board of Directors shall determine and may be collected on an annual, semi-annual, or quarterly basis.

Section 15. Retroactive Effect of Assessments. If an annual assessment for a calendar year is not established until after January 1 of such year, then such new assessment shall be retroactive from the date of setting or approval to the first day of the calendar year and shall apply for the entire calendar year. If installments upon the Assessment have been previously paid prior to such

setting or approval, then the sum of any deficiency in such installments shall be due on the due date of that installment which next follows setting or approval of the Assessment, or if there is no such installment, shall be immediately due following such setting or approval.

Section 16. Failure to Establish Assessment. If the annual assessment described in Section 4 should not be set for any year, the assessment for the preceding year shall be in effect for such year.

Section 17. Shortages. In the event the annual assessments to be paid to the Association shall in any year be insufficient to enable the Association and its Board of Directors to perform the Association's duties and obligations under this Declaration, then the excess of the costs incurred by the Association in performing its duties and obligations, over and above the sum of the annual assessments paid to the Association in such calendar year, shall constitute a special assessment against all Lots subject to assessment at the end of such calendar year. Such special assessment shall be apportioned among all Lots then subject to assessment in the same manner as other assessments are apportioned. Such special assessment shall constitute an assessment against each of the Lots, which such assessment shall be payable at such time or times as the Association's Board of Directors, in its discretion, shall specify. Such assessment shall bear interest, and shall be enforceable, in the manner provided for by this Article V, and shall constitute a lien against the Lots in the manner provided for other assessments by this Article V.

Section 18. Enforcement of Assessments. All assessments provided for by this Article V 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 Interest defined in Section 11 of this Article. Interest shall accrue until the Assessment is paid. Such Assessment and accrued interest thereon, and all costs of collection incurred by the Association in seeking to enforce payment of an Assessment or in enforcing the lien for the Assessment and interest (including but not limited to attorney 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 and interest, including reasonable attorney 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. Same shall be a part of the lien for the Assessment. The Association's Board of Directors may enforce Assessments as follows:

a. All Assessments provided for by this Declaration shall constitute the personal obligations of the Lot Owners who own the Lots charged with said Assessment, and shall constitute liens on such Lots containing same. 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 or Building or Living Unit 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 in collecting said Assessment from said Lot Owner(s), including the Association's attorney 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, may collect said Assessment by a lawsuit against the Lot Owner(s). Alternatively, or in addition, the Association may foreclose its lien against the Lot which is charged with the Assessment lien, and recover as a part of such action all interest, costs, and attorney's fees of such foreclosure action or such lawsuit, or both.

d. Except as otherwise provided herein for the Developer or a Builder, 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, and its Board of Directors 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 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 the Revised Statutes of Missouri and any amendatory or successor statutes thereto. Any officer of the Association or the Association's manager, management firm or managing agent may act as the trustee, with full power of sale. 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 fees. Each Lot Owner of each Lot, as to the Lot Owner's Lot, hereby grants unto the Association, and its Board of Directors and officers, and its managing agents, a lien against the Lot Owner's Lot, and covenants and agrees that such lien may be foreclosed in precisely the same manner as a mortgage against real property, with power of sale, and pursuant to the procedures and requirements of the above-referenced sections of the Missouri Statutes. Each Lot Owner covenants and agrees that any lien against a Lot may be foreclosed in like manner as a mortgage or deed of trust upon real property (with full power of sale) as provided for in the Revised Statutes of Missouri, and any amendatory or successor statutes thereto. The liens and rights to enforce the liens in the manner described in this Section are hereby granted and shall be deemed to be automatically granted to the Association by each Lot Owner.

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

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

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

Section 19. Notice and Priority of Lien in Favor of Association. The lien securing payment of an unpaid Assessment or Assessments described in this Declaration shall have such priority as is accorded to said lien based on the date when the Association records notice of said lien in the office of the Recorder of Deeds of Cooper County, Missouri. The lien in favor of the Association shall be inferior to any mortgage or deed of trust placed of record against a Lot prior to the date of recordation of such lien notice in the office of the Recorder of Deeds of Boone County. The lien in favor of the Association shall arise and constitute a lien against a Lot from and after the date of such recordation. The Association may record such lien notice in the office of the Recorder of Deeds of Boone County, Missouri, at any time subsequent to the date when an Assessment becomes delinquent. No prior written notice to a Lot Owner shall be required to be given by the Association before the recordation of such notice in the office of the Recorder of Deeds of Boone County, Missouri. A notice of lien recorded by the Association in substantially the following form shall be all that is required in order to give notice to the public and to any other person interested in the Lot as to the existence of the Association's lien against the Lot in question, to wit:

Grantor: *[Here insert name and address of Lot Owner]*

Grantee: The Legacy Farms Owners' Association [address: _____]

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

Lot _____ of Legacy Farms Plat ____, as shown by Plat of Legacy Farms Plat 1 recorded in Plat Book _____ at Page _____] of the Real Estate Records of Boone County, Missouri

Date: _____, 20_____

Notice of Lien in Favor of Legacy Farms Owners' Association

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

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

The lien to which the Association is entitled exists to secure payment of one or more Assessments under the "Declaration of Covenants, Easements, and Restrictions of Legacy Farms Owners' Association" a subdivision of Boone County, Missouri, dated the _____ day of _____, 20____, and filed for record in Book ____ at Page _____ of the Boone County Records, as amended ("the

Declaration"). The approximate amount of the Assessment which remains unpaid (and therefore the amount of the lien in favor of the Association) is $_____. However, the amount of this lien will increase by the amount of accrued interest in any costs incurred by the Association in enforcing this lien against the above-referenced property or in collecting said Assessment, including the Association's attorney fees, all as set forth in the Declaration.

If further information is required concerning this lien or this notice, please contact *[here insert name, address, and telephone number of President of Association].*

IN WITNESS WHEREOF, the Legacy Farms Owners' Association has caused this notice to be executed by its President as its duly authorized officer on this _____ day of _____, 20___.

Legacy Farms Owners' Association

By:_____
President

State of Missouri)
)ss.
County of _____)

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

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

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

Section 20. Release of Assessment Liens. Any Assessment lien in favor of the Association, upon the payment thereof may be released by the Association. In this regard, any document executed by the President of the Association (or by the Vice President of the Association, in the absence of the President) and acting pursuant to the authority vested in them by the Board of Directors of the Association, shall be valid and binding upon the Association. Any lien recorded by the Association may be released by the President (or Vice President, in the President's absence) of the Association by executing and recording a release of lien form in substantially as follows:

Grantor: Legacy Farms Owners' Association
[address: _____]

Grantee: *[Here insert name and address of Lot Owner]*

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

Lot _____ of Legacy Farms Plat 1, as shown by Plat of Legacy Farms Plat 1 recorded in Plat Book [2021 or 2022] at [Page 2825 or Page 1825] of the Real Estate Records of Boone County, Missouri

Date: _____, 20_____

Release of Lien in Favor of
Legacy Farms Owners' Association

Take notice that the Assessment lien in favor of the Legacy Farms Owners' Association (the "Association") which was the subject of a notice recorded in the office of the Recorder of Deeds of Boone County, Missouri on _____ (date) in Book _____ at Page _____ of the records of Boone County, Missouri, has been paid in full, satisfied, and is hereby released. This release applies to said notice of lien dated and recorded as set forth above only, and to no other lien in favor of the Association.

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

Legacy Farms Owners' Association

By: _____
President

State of Missouri)
)ss.
County of _____)

On this _____ day of _____, 20___, personally appeared before me _____, who, upon his/her oath Legacy Farms Owners' Association, that the facts set forth above are true to the best of his/her knowledge and belief, and that this notice has been executed on behalf of Legacy Farms Owners' Association, pursuant to the authority vested in the above-named officer of said Association by the Board of Directors thereof.

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

_____

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

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. Architectural Control Approval Required. So long as Class B voting rights are in existence, and for so long thereafter as the Developer owns any Lot located within the Parcel, and for an additional two (2) years or until the Developer relinquishes, by recorded document, the Developer's Architectural Control Powers, no Building, fence, wall or other structure or improvement shall be commenced, erected or maintained within the Lots or within the Common Areas, or at any location within the Parcel, other than those placed thereon by the Developer or its assignees, and those, the plans, drawings and specifications for which have been previously approved by the Developer. So long as Class B voting rights exist, and for so long thereafter as the Developer, or assignees of the Developer's rights as Developer hereunder, own(s) any Lot then located within the Parcel, and for the prescribed additional two (2) years thereafter, no exterior addition to, or alteration, or exterior change in color, or exterior change in materials, shall be made on any completed structure, Building, fence, wall or improvement located within a Lot, or within the Common Areas, or at any location within the Parcel, other than those previously approved by the Developer or the Developer's assignee, and no Building, fence, wall or other structure shall be commenced, erected or maintained within a Lot. After Class B voting rights have ceased to exist, and after the Developer and the Developer's assignees of the Developer's rights hereunder have ceased to own any Lot within the Parcel, and an additional two (2) years have expired, no exterior addition to, or change to, or alteration of any structure, Building or improvement located within a Lot or within the Common Areas shall be made, and no alteration or exterior change in color or exterior Building materials shall be made on any Building, fence, wall or improvement located within any Lot, or with the Common Areas, and no change in the exterior appearance of any such Building, fence, wall or improvement shall be made, and no Building, fence, wall or other structure (temporary or permanent) or improvement shall be commenced, erected or maintained within a Lot, or within the Common Areas, until the plans and specifications for such addition, alteration, change, change in color, change in materials, or such Building, fence, wall or other structure, or such planting, showing, in detail, the nature, kind, shape, color, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design, external color, external building materials, appearance, size, intended use and location in relation to surrounding structures and topography and landscaping, by the Association's Board of Directors, or by an Architectural Control Committee composed of two (2) or more persons appointed by said Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will be deemed to have been granted and this Article will be deemed to have been fully complied with. In no event shall the Association's Board of Directors or its Architectural Control Committee be required to approve any exterior addition to, or change to or alteration of, or change of exterior color or Building material, or erection or Building of any structure or Building or improvement or any planting located within a Lot, or within the Common Areas, if same is not deemed by the Board or the Architectural Control Committee to be in the very best interest of the Development and the Association, and if the Board or the Architectural Control Committee for any reason in its sole, absolute and unlimited discretion, deems same not to be in

total and complete harmony as to external design and location, size, appearance, quality and intended use in relation to surrounding structures and topography, or to not be of the same quality as the then existing structures located within the Lots. In no event shall there be any such planting or change in the exterior appearance or color of any Building, fence, wall, roof, gutter, down spout, door, window or other structures or portions of structures or improvements within the Development or the Property until same has been approved by the Developer or the Developer's assignee if Class B voting rights are in existence, or if the Developers and such assignees own any Lot then located within the Development (and for two more (2) years thereafter), by the Association's Board of Directors, or its Architectural Control Committee, and there shall be no such planting or change in the type or nature of exterior roofing materials or other exterior materials for any structure or improvement within the Development or the Property until same has been approved by the Developer, if Class B voting rights are in existence or if the Developer and its assignees own any Lot within the Parcel, or thereafter by the Association's Board of Directors, or its Architectural Control Committee. It is the intention of the parties to this instrument that the Association's Board of Directors or its Architectural Control Committee shall have full and complete architectural and landscaping control over the entire Development following the termination of Class B voting rights, and the subsequent occurrence of events which cause the Developers and their assignees to own no Lot within the Parcel (and after two (2) more years have expired), and that the discretion of the Association's Board of Directors or its Architectural Control Committee shall be unlimited, so long as it exercises good faith, and does not act arbitrarily, capriciously or unreasonably. In any event, whether before or after the termination of the Developer's architectural control powers provided for by the above provisions of this Article VI, any Builder or Lot Owner who proposes to build a new Building upon a Lot shall be required to submit a landscaping plan. Such landscaping plan must, prior to termination of the Developers' architectural control powers provided for by the above provisions of this Article VI be approved by the Developer and must, thereafter, be approved by the Association's Board of Directors or its Architectural Control Committee. Any such landscaping plan must provide for landscaping of the nature, type and quality equivalent to the landscaping of any existing Buildings and structures located within the Development and must provide for the landscaping, not just of the Lots, but of any Common Areas located within each Lot. Any Builder or Lot Owner who proposes to build a new Building upon a Lot shall be required to landscape the entire Lot in accordance with an approved landscaping plan, including the Lot, and any Common Areas. Once plans and specifications for a Building or structure, or landscaping plans for landscaping, have been approved by the Developers or the Association's Board of Directors or its Architectural Control Committee under the provisions of this Article VO, the Association's Board of Directors shall have the power and authority to compel that the Buildings, structures, improvements and landscaping provided for thereby be completed in compliance therewith within a reasonable time following the start of the work therefor, and until such completion, the Lot Owner shall not be entitled to any Class A voting rights at any membership meetings of the Association. In the event the Buildings, structures or improvements or landscaping provided for by plans, specifications or a landscaping plan approved by the Developer and/or the Association's Board of Directors or its Architectural Control Committee are not completed within a reasonable time following the start thereon, then the Developer or the Association's Board of Directors shall have the following rights and authorities:

a. Either to compel completion pursuant to the plans, specifications or landscaping plan by mandatory injunctive relief or other suitable court order, and, until such completion is accomplished, to bar occupancy or continuing occupancy of any applicable Living Units, by injunction or otherwise; or

b. To enter upon the applicable Lot and to complete the improvements or the landscaping, in accordance with the approved plans and specifications, and to charge all costs of such completion against the Lot Owner of the applicable Lot, which such cause shall constitute special Lot assessments, which are charged in accordance with Article V of this Declaration and shall be enforceable as special Lot assessment (and shall constitute liens of special Lot assessments) in accordance with Article V of this Declaration.

Section 2. Plans and Specifications for Architectural Control Approval. If a Builder or Lot Owner other than the Developer seeks approval of the Developer or the Board or the Architectural Control Committee for the construction of a Building, structure or other improvement within the Parcel, then such Builder or Lot Owner must submit to the Developer or Lot Owner or such Builder or Lot Owner's or Builder Owner's predecessor, or the Board or Architectural Control Committee, as the case may be, two (2) copies of the plans and specifications for the Building or structure, including and showing the following:

a. Floor plans, and interior and exterior dimensions;

b. Site plans;

c. Site locations;

d. Elevations of all structures and Buildings;

e. Exterior finish materials (including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint color types, types of brick [including type, nature and manufacturer of brick and brick colors], roofing material types and colors, and a specific description of stone and types of stone finishes, and a very specific description of all exterior finish materials;

f. A complete landscaping plan, including specific descriptions of all landscaping, including trees, shrubs, materials, lawn, etc. (which specifies the types of plants, the sizes of plants, the locations of plants and the manner in which all plants shall be planted, and which for Lots 1001 through 1198, inclusive, shall include no less than one (1) 1 ½ inch diameter tree, and six (6) five-gallon shrubs, and which shall call for fully-sodded and irrigation of the Lot);

g. Dimensions;

h. All other data reasonably deemed necessary by such Developer or the Board or Architectural Control Committee so that the Developer or Board or Architectural Control Committee can make a reasonable decision as to whether or not the Building or improvement is compatible with surrounding structures and topography, and with other Buildings and

improvements located within the Parcel, and with the existing and planned character of the neighborhood, and with the existing character of the neighborhood, and with the planned development to occur within the Parcel, and with the type of development anticipated for the Parcel.

Two (2) copies of said plans and specifications must be presented, so that compliance therewith can be monitored. A submission of any documents which do not satisfy the requirements hereinabove set forth shall be deemed to be an incomplete submission, and shall not require any action for approval or disapproval by the Developer or Board or Architectural Control Committee. In order to require action by the Developer or the Board or Architectural Control Committee, a complete submission of two (2) copies of the documents, which satisfy all requirements hereinabove set forth, must be made.

NOTWITHSTANDING THE FOREGOING, THE DEVELOPER'S RIGHT TO APPROVE PLANS AND SPECIFICATIONS SHALL BE ABSOLUTE. NO REQUIREMENT THAT THE DEVELOPER BE REASONABLE IN APPROVING, OR IN REFUSING TO APPROVE, PLANS OR SPECIFICATIONS SHALL BE DEEMED TO BE EXPRESSED OR IMPLIED. THE DEVELOPER, IN APPROVING SUCH PLANS AND SPECIFICATIONS, SHALL APPROVE SAME ONLY IF IT, IN ITS SOLE, ABSOLUTE AND UNMITIGATED DISCRETION IT DEEMS SAME TO BE IN THE BEST INTEREST OF THE DEVELOPMENT, AND ONLY IF IT, IN ITS SOLE, ABSOLUTE AND UNMITIGATED AND UNLIMITED DISCRETION FINDS THAT THE PLANS AND SPECIFICATIONS SHOW A STRUCTURE (AND EXTERIOR FINISHING AND COLOR THEREFOR, AND A LOCATION THEREFOR), WHICH WOULD BE IN HARMONY WITH RESPECT TO SURROUNDING STRUCTURES AND TOPOGRAPHY, AND WHICH WOULD BE IN KEEPING WITH THE DEVELOPER'S PLANS AND THEME (IF ANY) FOR THE DEVELOPMENT. THE DEVELOPER SHALL HAVE THE RIGHT TO REFUSE TO APPROVE PLANS, DRAWINGS OR SPECIFICATIONS FOR ANY PROPOSED DWELLING, BUILDING, STRUCTURE OR IMPROVEMENT, OR ALTERATION OR CHANGE, WHICH THE DEVELOPER, IN ITS SOLE, ABSOLUTE AND UNMITIGATED DISCRETION FINDS NOT TO BE ATTRACTIVE, OR NOT TO BE OF HIGH QUALITY, OR NOT TO BE IN KEEPING WITH SURROUNDING STRUCTURES AND TOPOGRAPHY, OR NOT TO BE COMPATIBLE WITH THE EXISTING AND PLANNED STRUCTURES AND DEVELOPMENT WITHIN THE DEVELOPMENT, OR NOT TO BE IN KEEPING WITH THE DEVELOPER'S THEME FOR THE DEVELOPMENT, OR WHICH THE DEVELOPER, IN ITS SOLE, ABSOLUTE, UNLIMITED AND UNMITIGATED DISCRETION FINDS WOULD NOT BE IN KEEPING WITH, OR WOULD DETRACT FROM, THE GENERAL CHARACTER OF THE DEVELOPMENT FOR ANY REASON.

Section 3. Use of Land and Building Requirements. All Residential Buildings in the Development shall be of new construction on-site; no Residential Building which has previously been at another location shall be moved onto any Lot, and no "prefabricated," "modular," or "manufactured" or otherwise preassembled or pre-constructed homes or structures of any nature or kind whatsoever (except outbuildings approved by the Developer, or the Association's Board of Directors, or its Architectural Control Committee) shall be permitted. No camper, trailer, mobile home, vehicle, tent, outbuilding, exterior structure, or any other apparatus or structure whatsoever except the permanent residence shall at any time be used for human habitation, temporarily or permanently, nor shall any residence or other structure or improvement of a temporary character be erected, moved onto, or maintained upon any Lots or any Common Areas. Nothing herein shall prevent the Developer or Builder from using temporary buildings or

structures. No Residential Building shall be permitted to be constructed within or upon any Lot unless the same complies with the following requirements:

a. Residential Buildings which contain only one (1) Living Unit shall have a total enclosed interior finished floor area of not less than:

i. For Lots 1001 through 1049, and 1091 through 1198, all inclusive, 1,550 square feet above grade, and for Lots 1050 through 1091, inclusive, 1,650 square feet above grade, for a single-story residence, excluding basements, garages, carports, porches, patios, attics, decks, or unfinished basements;

ii. 2,000 square feet above grade for a two-story (2) residence, excluding basements, garages, carports, porches, patios, attics, and deck.

iii. All homes shall have a two-car garage.

b. All Residential Buildings shall:

i. On the street front, have an exterior finish at least fifty percent (50%) brick or stone, or such other materials or such proportions as may be approved by the Developer, or the Association's Board of Directors, or its Architectural Control Committee, so long as any deviation in proportion of brick, stone, or other approved material shall require that all elevations and all four (4) sides be the same material and consistent throughout;

ii. In no case have vinyl siding as an exterior finish;

iv. Have exterior finish colors from an approved color list provided by Developer; and

v. Have a roof pitch of 8:12, with all buildings required to be covered with wood shingles, slate, laminated-asphalt type, or fiberglass shingles.

vi. Fences shall be four (4) feet in height, placed in locations approved by the Architectural Control Committee, and shall be constructed of black metal as prescribed by the Architectural Control Committee.

ARTICLE VII
MAINTENANCE

Section 1. General Maintenance by Association. The Association shall provide for all of the following maintenance, repairs, replacements, servicing and upkeep within the Development:

a. All maintenance, repair, replacement, servicing and upkeep, of any kind or nature whatsoever, for the Common Areas;

b. All mowing, fertilization, irrigation, maintenance, repair and replacement of all lawns, trees, shrubbery, plantings, landscaping, and the like within the Common Areas throughout the Property, other than lawns, trees, shrubbery;

c. The furnishing of reasonable snow removal and ice removal for all driveways, walkways, sidewalks and parking areas located within the Common Areas;

d. Maintaining, repairing and replacing all sewer lines, water lines and other utility lines which are not publicly owned and which service any Lots or Common Areas located within the Development;

e. Maintaining, repairing and replacing all sewer lines, water lines and other utility lines located within the Development which serve more than one (1) Lot (provided, however, that the Owners of such Lots shall be required to equally share the cost of maintaining, repairing and replacing such sewer lines, water lines and other utility lines);

f. The payment of all taxes upon the Common Areas;

g. The providing of liability insurance for the Common Areas;

h. The painting, cleaning, tuckpointing, maintaining, decorating, operating, repairing (lighting where appropriate), servicing and replacing of all Common Elements, including, but not limited to, the clubhouse and swimming pool shown on the Plan, and to be platted hereafter (the "Pool Lot");

i. The replacement of all dead and dying trees, shrubs, plants and other plantings located within the Common Areas, provided that same shall be replaced only with a tree or plant of the same size as existed at the original planting;

j. The planting of any new trees, shrubs, plantings and the like within the Common Areas, and subject to subparagraph i above, the replacement of same;

k. The maintenance, repair, replacement and resurfacing of all drives, driveways, parking areas and walkways located within the Common Areas throughout the Property; and

l. At the discretion of the Association's Board of Directors (and the Association shall not be required to do so), providing general, very light, "touch-up" maintenance for the exteriors of the Buildings.

THE ASSOCIATION, HOWEVER, SHALL NOT BE REQUIRED TO DO ANY OF THE FOLLOWING:

(a) To provide for any lawn upkeep, mowing, landscaping, irrigation, fertilization or other maintenance, repairs, replacements or servicing of any type on the Lots;

(b) To provide for any exterior, cosmetic maintenance for any of the Buildings, private porches, patios, porticos, courtyards, or fenced areas and similar privacy areas, including painting, cleaning or tuckpointing, except the clubhouse and swimming pool located on the Pool Lot;

(c) To provide for any roof repair or replacement, or gutter or down spout repair or replacement for any Buildings, except the clubhouse and swimming pool located on the Pool Lot;

(d) To provide for the maintenance, repair or replacement of interior surfaces of a Building, except the clubhouse and swimming pool located on the Pool Lot, or the interiors of a Living Unit;

(e) To provide for the maintenance, repair or replacement of glass surfaces, doors, gates or hardware, windows or window hardware, or private patios and decks of any Living Units;

(f) To provide for the maintenance, repair or replacement of structural elements of a Living Unit or for the structural repair of exterior walls or privacy fences for a Living Unit, or for sewer lines, utility lines or water lines which service only a single Living Unit (all of which shall be maintained, repaired and replaced by the individual Lot Owner);

(g) To provide any maintenance, repairs, resurfacing or replacement for any driveways, walkways, sidewalks or parking areas, other than the furnishing by the Association of reasonable snow and ice removal for driveways, walkways, sidewalks and parking areas located within the Common Areas; and

(h) To perform any maintenance, repair, replacement, servicing or upkeep, the duty for which is not specifically imposed upon the Association by this Declaration.

Section 2. Privacy Fences, Porches, Other Improvements Common to More Than One Lot. In the event a privacy fence, porch, or utility line serving two (2) or more Lots but less than all Lots, requires repair or replacement, the Owners of such Lots shall be required to contribute equally to the costs of such repair or replacement and shall be obligated to cause such repair or replacement to be performed at their expense. If any of such Lot Owners pays the entire said cost then he or they shall be entitled to immediate reimbursement of the pro rata share of such cost from the other Lot Owners. If the necessity for such repair or replacement is caused by the fault or negligence of an Owner, occupants or invitees of any Lot, the Owner of such Lot shall pay the entire cost of same. In the event a sewer line, water line, or utility line serving more than one (1) Lot requires maintenance, repair or replacement, then the Association may provide such maintenance, repair or replacement, but the cost of such maintenance, repair or replacement shall be paid equally by the Lot Owners of the Lots serviced by same. The costs of such maintenance, repair or replacement shall be added to and shall become a part of the Annual Assessment to be paid to the Association to which each such Lot is subject. This type of assessment shall be added to the Annual Assessments to be paid to the Association, as provided for by the above terms and conditions of this Declaration, and shall be enforceable as a part of such annual Assessments

pursuant to the above terms and conditions of this Declaration dealing with enforcement. Should any Owner of any Lot perform any maintenance, repair, replacement, servicing or upkeep to which other Lot Owners are required to contribute under this Section 3, then such Lot Owner shall be entitled to immediate reimbursement, upon demand, by such other Lot Owners, and the sum of such reimbursement to which such Lot Owner shall be entitled shall bear interest at the rate provided for delinquent assessments by Article V of this Declaration from the date of demand. Should such Lot Owner seek to enforce his right to reimbursement by legal proceedings, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorney fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Lots of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Lot Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees.

Section 3. Repairs of Utility Lines. All sewer lines, water lines, electrical lines and other utility lines, other than those which are publicly owned, which serve only a single Lot (whether located within the boundary lines of such Lot or the Common Areas, including, but not limited to, so called "laterals" or "customer service lines") shall be maintained, repaired and replaced by the Owner of the Lot served thereby. All sewer lines, water lines, electrical lines, and other utility lines, located within the boundary lines of a Lot, which serve fewer than all of the Lots located within the boundary lines of such Lot, shall be maintained, repaired and replaced by the Owners of those Lots served thereby, and all of such Owners shall be required to contribute, equally, to the costs of such repair, maintenance and replacement. Should any Owner of any Lot perform any maintenance, repair, replacement, servicing or upkeep to which other Lot Owners are required to contribute under this Section 3, then such Lot Owner shall be entitled to immediate reimbursement, upon demand, by such other Lot Owners, and the sum of such reimbursement to which such Lot Owner shall be entitled shall bear interest at the rate provided for delinquent assessments by Article V of this Declaration from the date of demand. Should such Lot Owner seek to enforce his right to reimbursement by legal proceeding, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorney fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Lots of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Lot or entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney fees.

Section 4. Standards of Maintenance, Repair and Replacement. The Owners of each of the Lots located within the Development shall be obligated to each other and to the Association, and the Association shall be obligated to each and all of the Lot Owners and the Association shall be jointly and severally obligated to each other, to cause the mowing, irrigating, snow removal, painting, cleaning, tuckpointing, maintenance, repair, replacement, servicing and upkeep hereinabove described in this Article VII to be performed, at all times, so as to cause each of the Lots, all Common Areas, and all Buildings contained within the Development, and all improvements contained within the Development, to be maintained 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 either by the Association's Board of Directors or by a maintenance committee appointed by it, which shall be made up of three (3) persons holding ownership interests in three (3) separate Lots representing three (3) distinctly different geographical sections of the Development (who must not be the Developer or its assignees) and one (1) representative of the Association's Board of Directors. If any such dispute is to be resolved by the Association's Board of Directors, then such dispute must be resolved by the majority vote of all Directors who are present and voting. If such dispute is to be resolved by the maintenance committee, then a decision of a majority of the members of such committee present and voting shall resolve the dispute. Any decision made by the majority vote of the Association's Board of Directors, or by a majority of such committee, shall be binding upon all parties. It is the intention that the Development and all improvements located therein be maintained as a development of the highest order, and that maximum 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; dead or dying lawns, trees, shrubs, vegetation or the like; discolored roofs or roofs requiring patching or maintenance; loose, rusted or discolored gutters or down spouts; 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 as not in keeping the maximum standards of cleanliness, safety, neatness, beauty, attractiveness or aesthetics, and that the standards be very strongly and vigorously enforced and very strongly applied.

Section 5. Mixed Refuse Removal. At weekly intervals, on the day designated by the applicable Mixed Refuse Service for pickup, the owners and occupants of all such Lots will cause mixed refuse to be placed at a location designated by the Developers and/or the Association on the curb line of the nearest adjacent public street at a time which will permit the removal therefrom by such Mixed Refuse Service in bags or containers provided by, or approved by, such Service. The Association's Board of Directors shall have the power to designate specific areas within which mixed refuse shall be placed. Any mixed refuse placed by a Lot Owner, or by the occupants of a Lot, which is not picked up by the Service, must be removed by such Owner or occupant immediately following the pick-up by the Service of other refuse in the area.

SECTION 6. DRIVEWAYS AND SIDEWALKS. THE SOLE RESPONSIBILITY OF THE ASSOCIATION FOR PROVIDING ANY MAINTENANCE OF DRIVEWAYS, SIDEWALKS, WALKWAYS OR PARKING AREAS OTHER THAN THOSE LOCATED ON COMMON AREAS, INCLUDING, BUT NOT LIMITED TO, THE POOL LOT ON WHICH THE CLUBHOUSE AND POOL ARE LOCATED, SHALL BE TO PROVIDE REASONABLE SNOW AND ICE REMOVAL OF SUCH ITEMS AS ARE LOCATED WITHIN THE COMMON AREAS. ALL OTHER MAINTENANCE, REPAIRS, REPLACEMENTS, SERVICING AND UPKEEP OF, AND RESURFACING FOR DRIVEWAYS, SIDEWALKS, WALKWAYS AND PARKING AREAS, SHALL BE VESTED IN THE INDIVIDUAL LOT OWNERS OF THOSE LOTS WITHIN THE BOUNDARIES OF WHICH EACH DRIVEWAY, SIDEWALK, PARKING AREA, WALKWAY OR SIMILAR IMPROVEMENT

IS LOCATED, ALL OF WHICH SHALL BE MAINTAINED, REPAIRED, REPLACED AND RESURFACED BY THE INDIVIDUAL LOT OWNERS AND UNIT OWNERS SO AS TO KEEP SAME IN GOOD REPAIR AND CONDITION AND IN A SIGHTLY CONDITION OF REPAIR, AND SHALL BE RESURFACED AND REPLACED AS AND WHEN REASONABLY NECESSARY TO MAINTAIN A SAFE AND SIGHTLY CONDITION.

Section 7. Special Assessment. In the event an Owner or Owners of any Lot(s) fail to perform any repair, replacement or maintenance specifically imposed upon them by this Declaration, including this Article VII, 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 service for the purposes of protecting the interests of any Lot Owners, or the public safety or the safety of residents in or visitors to the Property, or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the Property, the Association shall have the right, but not the obligation, through its directors, agents and employees, and after approval of a majority of the Association's Board of Directors (no approval by the Members of the Association shall be required), to enter without permission, upon or within said Lot(s) and any portion of the Lot(s) within which same are located, and into the Building or Buildings thereon, to maintain, repair, replace or service the same. The cost of such maintenance, repair, replacement or service shall constitute a special assessment against each of such Lots responsible therefor, and shall become a part of the assessment to which each such Lot(s) are subject, and shall constitute a lien and be collectible and enforceable in that manner hereinabove described in Article V of this Declaration.

Section 8. All Repairs to be Collectively Performed are Deemed to be Performed by the Association. All repairs which are to be performed other than by the Owner of a single Lot (i.e., by the Association) shall, for purposes of construing the easements in the Association hereinafter provided for by Article VIII of this Declaration, be deemed to be repairs, maintenance and replacements to be performed by the Association. If any repairs are to be collectively performed by the Owners of more than one (1) Lot, then all and each of such Owners, and their designees, shall be deemed to have any easements over (and rights to enter upon) each of such Lots, which are conferred upon the Association by Article VIII of this Declaration or by any of the provisions of this Declaration. If any Owner of any Lot shall fail or refuse to perform (or to contribute to the performance of, or to permit the performance of) any maintenance, repair, replacement, servicing or upkeep which is to be performed by such Lot (or to which such Lot Owner is to contribute), then the Owners of all other Lots (and of each of such Lots), who are also obligated for the performance of such maintenance, repair, replacement or servicing and their designees and contractors, shall have a right of access, and an easement to, over and through all of the Property and the Lot of the Lot Owner who has failed to perform (or to permit or to cause to be performed) such maintenance, repair, replacement, servicing or upkeep, provided that the exercise of this easement shall be at reasonable times with reasonable notice to the individual Lot Owners, except in any case where an emergency exists which would place any Lot, or any portion thereof, or any other portion of the Property, or any part or portion of the value of the Property, in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected.

Section 9. Maintenance, Repairs, Replacement and Servicing to be Provided by Builders and Developer. Any provisions of this Article VII to the contrary notwithstanding, and any of the

provisions of this Declaration to the contrary notwithstanding, the Association need not perform, unless the Association in its discretion elects to do so, any maintenance, repairs, replacements, servicing or upkeep, of any kind or nature whatsoever, for any Common Area located within a Lot until such Common Area has been conveyed to the Association and has been properly landscaped in accordance with a landscaping plan approved in accordance with the Architectural Control provisions of this Declaration. Until such Common Area has been so conveyed to the Association and has been so landscaped (unless the Association elects to maintain same, which it may, but shall not be required to do), the Owner(s) of such Lot(s) shall be required to perform all mowing, irrigation, fertilization, cleaning and other maintenance, repairs and replacements provided for by this Declaration.

ARTICLE VIII
GRANTS AND RESERVATIONS OF EASEMENTS

Section 1. Easements for Repair, Maintenance and Restoration. The Association shall have the right of access and an easement to, over and through all of the Property, including each Lot, and the Buildings and structures located thereon, for ingress and egress and all other purposes, enabling the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration and/or service of any items, things or areas of or on the Property, provided that exercise of this easement as it affects the individual Lots shall be at reasonable times with reasonable notice to the individual Lot Owners, except in any case where emergency conditions exist which would place any Living Unit, or any portion thereof, or any other portion of the Property, or any part or portion of the value of the Property, in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected.

Section 2. Easements for Road or Driveway or Walkway or Sidewalk Purposes. Easements for road, driveway, walkway or sidewalk purposes shall exist, as established by the Plats, and shall exist, whether or not shown on the Plats or formally dedicated by any Plats or other instrument over all private roads, streets, driveways, sidewalks and parking areas which serve more than one (1) Lot, as actually constructed (whether contained within the Common Areas). Such easements, which shall exist over all nonpublic roads, streets, driveways, drives, parking areas, walkways and sidewalks constructed within the Parcel and within the Property (whether located within the Common Areas), shall be owned by the Association, which shall hold the same for the benefit of all Lots and all Lot Owners and the residents of all Lots. It is anticipated that certain portions of the driveways, parking areas, drives, walkways and sidewalks constructed within the Parcel, and constituting a part of the Property, will be located within the boundaries of certain of the Lots. Such portions of such driveways, drives, parking areas, walkways and sidewalks shall be subject to the easements for road, driveway, walkway, or sidewalk purposes provided by this Section 2, and the individual Lot Owner, owning the Lot within which such portion of the driveway, drive, parking area, walkway or sidewalk is located, shall have no right whatsoever to erect any structure or improvement upon such portion of such drive, driveway, parking area, walkway or sidewalk or to use such portion of such drive, driveway, parking area, walkway or sidewalk in such a manner as to interfere with, or block the usage of such portion of such drive, driveway, parking area, walkway or sidewalk by other Lot Owners who must necessarily use such portion of such drive, driveway, parking area, walkway or sidewalk in order to obtain access to, or ingress to or egress from, their particular Lots. All Lot Owners and residents shall have an

easement across the real estate subject to such easements and all roads, driveways, drives, parking areas, sidewalks and walkways within the Property when required for access to and ingress and egress to and from their Lot, which shall run with their Lot. Such easement for access, ingress and egress shall be appurtenant to and run with each Lot. The easements in the Association described by this Section shall be appurtenant to and run with the Common Areas and Elements. The Developer hereby reserves an easement, concurrent with the easements for road, driveway, walkway or sidewalk purposes and other easements described by this Section, over and upon the real estate subject to such easements, and over all roads, streets, driveways, drives, parking areas, walkways and sidewalks not publicly dedicated for purposes of access to, ingress to and egress from all and every part of the real estate first described in this Declaration for construction purposes; provided, however, that such easements for construction purposes shall not be used in such a manner as to unreasonably interfere with the use and enjoyment of any particular Lot by the Owner thereof. Notwithstanding anything to the contrary hereinabove set forth, the streets, roads, driveways, walks, walkways and other elements subject to the easement by this Section 2 shall be maintained in that manner hereinabove provided for in Article VII of this Declaration.

Section 3. Easement for Encroachments. Each Owner of a Lot covenants that if any portion of any improvement, whether same be an improvement of an Owner or of the Association, encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, and for repair and reconstruction thereof, in the event of damage or destruction, shall and does exist. In the event an improvement is partially or totally destroyed and then re-constructed, each Owner of any Lot further covenants that encroachment of any portion of any improvement, whether of an Owner or of the Association, upon a Lot due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist. Each Building, and all utility lines and other improvements as originally constructed on each Lot, shall have an easement to encroach on any other Lot, and upon the Common Areas and dedicated areas as originally constructed and laid out, and the Common Areas, dedicated areas, each Building, all utility lines, and other improvements as originally constructed thereon shall have a reciprocal easement for encroachment upon each Lot and any portions of the Property. Such encroachments may occur (and it is anticipated that such encroachments will occur because of overhanging eaves, balconies, decks and footings and foundations) as the result of overhangs in the design, or deviations in construction from the Development Plans or location of the Buildings, utility lines and other improvements across boundary lines and between and among Lots, Common Areas and dedicated areas.

Section 4. Easement for Support. Every portion of a Building, or utility easements and lines, and of any portion of the Property contributing to the support of another Building, utility appliance, utility equipment, utility line, improvement, or any other portion of the Property, shall be burdened with an easement of support for the benefit of all other such Buildings, utility easements and lines, improvements and other portions of the Property.

Section 5. Construction and Development Easement. The Developer shall have an easement of ingress and egress for the purpose of construction and development of any part of the Parcel, and for the purpose of construction and development of any part of the Property, for so long as the exercise of such easement does not unreasonably interfere with the use of the

recreational facilities and Common Areas and provided that such easement does not apply to the individual Lots which have been completed and conveyed to Lot Owners.

Section 6. Access, Ingress and Egress. Every Lot Owner shall have an easement for access to, ingress to and egress from his Lot over, across and upon all streets, drives, driveways, parking areas, walkways and sidewalks, as shown by the Plats or as constructed within the Property (whether or not shown by the Plats), and all real estate and portions of the Common Areas, and all real estate contained within any of the Lots upon which a street, drive, driveway, parking area, walkway or sidewalk is constructed, as necessary to insure adequate means of access to, ingress to and egress from the Lot Owner's Lot and to the Common Areas, and the full enjoyment of the Owner's Lot and the improvements located thereon. Every Lot Owner shall have an exclusive easement over and upon any patio, balcony, deck, or private garden attached to, adjacent to, and abutting upon his Lot, and intended for his exclusive use. Such easements as are described in this Section shall be appurtenant to and run with each Lot.

Section 7. Other Easements. All other easements, as shown by the Plats, whether public or private, shall exist as shown by the Plats.

ARTICLE IX
PROPERTY RIGHTS IN COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every Lot Owner (i.e., "Member") and their guests, tenants and invitees and the lessees of Developer shall have a right of ingress and egress and easement of enjoyment in and to the Common Area 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, except that the owners and occupants of the Apartment Lots shall not be entitled to use the improvements on the Pool Lot. Said right of ingress and egress and easement of enjoyment shall exist whether or not the Developers have conveyed title to the Common Area to the Association and shall be subject to the following provisions:

a. The right of the Association to limit the number of guests of Members, using facilities on the Common Areas, and to provide that all or certain portions of the Lots shall be for the exclusive use of the Owners of certain of the Lots; provided that such action shall appear to be reasonably necessary to protect the privacy of the Lot Owners in the use and enjoyment of their Lots, and that it shall not affect those easements provided by Article VIII;

b. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

d. 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;

e. 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 Association's 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;

f. 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 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 television system;

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

Section 2. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area 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 the Common Areas shall be vested in the Association, whether or not conveyed to the Association.

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner(s) thereof to the exclusive use (to the complete exclusion of the Owners or occupants of other Lots f) of any parking spaces assigned to such Lot by the Association's Board of Directors or the Developers or the Plats. The Association's Board of Directors or the Developer (so long as Class B voting rights exist) may permanently assign vehicular parking spaces for each Lot. The Association's Board of Directors shall have the right and the duty to establish reasonable rules and regulations concerning use of, and parking upon streets, roads and driveways not dedicated to the public, and to enforce same by fines or towing at the owner's expense, or such other methods as it shall determine. Such right and duty shall include promulgating reasonable traffic regulations. The Lot Owners of each Lot may, and the guests, invitees, lessees, tenants and designees of each such Lot Owner, shall have the exclusive right to use all parking spaces located within driveways leading to any garage or parking area serving the Living Unit located within such Lot, even though the driveways or parking areas may be located within the boundary lines of Common Areas. In other words, driveways leading to a garage or parking space serving a Living Unit shall be limited in use to the owners of such Living Unit and their guests, invitees and designees.

Section 5. Fire Lanes. The Association shall, with the advice and help of the Columbia and/or Boone County, Missouri, Fire and Police/Sheriff Departments establish sufficient fire lanes to ensure adequate access to all Buildings and Lots by fire, police and emergency vehicles, and shall, with the help of such departments, establish adequate rules and regulations for maintaining such fire lanes at all times. The Association may enforce such regulations by fines or other enforcement procedures.

ARTICLE X
USE RESTRICTIONS

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

Section 1. Single Family Residence. No Lot, except the Apartment Lots, shall be used for any purposes other than as a residence site for a single Family. Short term guests are permitted. There shall be no prohibition upon renting or leasing of Lots. No such prohibition shall be either expressed or implied.

Section 2. 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 such Living Unit. The provisions of this Section 1 and 2 (and any provisions of this Declaration), shall not be deemed to prohibit the renting or leasing of a Living Unit; provided, however, that such Living Unit must be used as a single-family residence, for one Family, which shall use the Living Unit only for residential purposes. Renting or leasing of Living Units is permitted.

Section 3. Home Occupation. The restriction above to use of any Living Unit 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. Nothing herein shall be construed to permit home occupations not permitted by applicable zoning ordinances. **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 CONDUCT OF OTHER BUSINESSES OR ENTERPRISES WHICH ARE PRECLUDED BY THE PREVIOUS LANGUAGE OF THIS ARTICLE OR BY OTHER SECTIONS OF THIS DECLARATION, OR BY THE ARTICLES OR BYLAWS. NOTHING HEREIN SHALL BE CONSTRUED TO PERMIT (WITH THE FOLLOWING TO BE PROHIBITED) HOME OCCUPATIONS NOT PERMITTED BY APPLICABLE ZONING ORDINANCES. NO DAYCARE HOMES, DAYCARE HOUSES, DAYCARE ESTABLISHMENTS, GROUP HOMES, HALF-WAY HOUSES, RECOVERY HOUSES, RESIDENTIAL CARE FACILITIES, DAYCARE CENTERS, PRESCHOOL CENTERS, NURSERY SCHOOLS, CHILD PLACEMENT CENTERS, CHILD EDUCATION CENTERS, CHILD EXPERIMENT STATIONS OR CHILD DEVELOPMENT INSTITUTIONS, OR CHILD CARE OR BABYSITTING SERVICES OR SIMILAR FACILITIES, SHALL BE PERMITTED, AND DAYCARE OF CHILDREN FOR HIRE SHALL NOT BE PERMITTED. FURTHERMORE, NO SHORT-TERM RENTALS (MEANING ANY RENTAL OF LESS THAN THIRTY DAYS) SHALL BE PERMITTED ON ANY LOT.

Section 4. Additional Structures or Improvements. No additional and/or accessory structures or improvements of any kind or nature whatsoever, walls, fences or Buildings of any nature whatsoever, or sheds, posts, poles, storage sheds, dog houses, storage boxes, basketball goals, tennis courts, pools, swimming pools, wading pools, children's play equipment, driveways, walkways, parking areas, basketball goals, children's play equipment, racket sports courts, or other improvements of any kind, or any similar items of any nature whatsoever shall be erected upon any Lot, in addition to the basic Building, patio, walk, deck, porch and any other improvements originally provided by the Developer or Builder, or any reasonably similar replacement thereof, or addition thereto, without the approval of the Association's Board of Directors or its Architectural Control Committee, pursuant to Article VIII of this Declaration.

Section 5. Parking. Except as may be otherwise provided by specific regulations of the Association, no uncovered parking spaces on the Property, or on any street (public or private) serving the Property, shall be used for the parking of any trailer, truck, boat, camper, mobile home, motor home or anything other than operative automobiles, which are in good condition and repair, and are currently licensed, and which are used with very substantial, regular frequency, (i.e., at least once a day) (it being the intention of the parties that inoperative automobiles not be placed within the Development, and not be stored within the Development, and that automobiles not used with very substantial regular frequency not be placed within the Development). The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper 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 passenger automobiles, vans and pick-up trucks and other similar utility vehicles which are used primarily as passenger vehicles by persons occupying the Living Units. No covering or walling in of uncovered parking spaces shall be permitted except as specifically approved by the Association or its Architectural Control Committee. 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 Property. The above provisions of this Section 5 to the contrary notwithstanding, Lot Owners shall be permitted to park within the boundary lines

of the Lot, and within the parking spaces provided for their Lot (but not within parking spaces reserved for other Lots), for reasonable periods of time (not to exceed 24 hours, and not to exceed 4 such periods of 24 hours within any calendar month), a trailer, truck, camper, mobile home or motor home so as to permit the reasonable loading and unloading of such trailer, truck, camper, mobile home or motor home. Such vehicle shall be parked within the Development solely for reasonable loading and unloading, and for no other purposes. All present and future Lot Owners and occupants shall be deemed to have agreed that the provisions of this Section 5 shall apply not only to the Lots, but also to any public streets abutting upon any of the Lots. All Lot Owners agree, on behalf of themselves and their successors, to be bound by the restrictions set forth in this Section 5 as to all public streets and portions thereof, and the provisions of this Section 5 shall be enforceable as to the public streets, the same as with respect to the Lots. Motor vehicles that are not used regularly, and generally at least once during each seventy-two (72) hour period, must be parked in a garage. Inoperative vehicles must be stored or kept within a garage at all times. Boats, campers, recreational vehicles, motor homes, and trailers, may not be parked outside of a garage or such a screened in structure, and may not be parked on a public street in front of any Residential Building, house or dwelling. No motor vehicles, boats, motor homes, mobile homes or trailers of any kind may be parked in the street, in front of a Building, home or residence, for any continuous period of more than twenty-four (24) hours. Inoperative vehicles, vehicles which are being repaired, vehicles which are under repair, and any vehicles which are not used with very substantial frequency, shall not be kept, stored or parked in any driveway or on any street within the Development.

Section 6. Nuisances. No illegal, noxious, noisy or offensive activities shall be carried on upon any Lot or upon the Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Signs. No signs of any kind shall be displayed to the public view of the Property except those:

a. On the Common Areas and approved in advance by the Association's Board of Directors;

b. Regarding and regulating the use of the Common Areas and approved in advance by the Association's Board of Directors;

c. Used by a Developer to advertise the Lots for sale or to identify the financing and/or the construction agents during the construction and sales period;

d. One professional sign used to advertise a Lot for sale or rent; provided that same shall be no more than five (5) square feet (i.e. five feet by five feet) in area, and no more than five (5) feet tall, and that same shall only state that the Lot is for sale, together with the name and telephone number of the Lot Owner or his agent;

e. Traffic signs or directional signs, or signs imposing traffic rules or regulations located on the Common Areas, and approved in advance by the Association's Board of Directors;

f. One political sign per candidate or ballot initiative for thirty (30) days before and seven (7) days after a primary or general election; provided that same shall be no more than five (5) square feet (i.e. five feet by five feet) in area, and no more than five (5) feet tall.

g. There shall be no free-standing flag poles permitted.

Nothing contained in this Section 7 shall, however, be construed to permit signs within the Property or the Development, or within the boundary lines of the Lots, not otherwise permitted by applicable sign ordinances of the City of Columbia, Missouri.

Section 8. Exterior Wiring, Antennas or Installations of Satellite Receiving Dishes or Similar Improvements, Air Conditioners, Etc. No exterior wiring, aerials or antennas, or satellite receiver dishes, or TV receiving dishes, or dishes or receivers receiving television, radio or electronic signals, or any 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 or Building except as may be erected by the Developer or as shall be approved in advance (by the Developer or the Association's Board of Directors or Architectural Control Committee (whoever holds the architectural control powers)) in accordance with the architectural control provisions of this Declaration. No air conditioning, heat pumps or other types of installations shall be installed or permitted which appear on the exterior of any Building or which protrude through walls, roofs or window areas of any Building, 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 advance, in accordance with the architectural control provisions 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 AND THE ASSOCIATION'S BOARD OF DIRECTORS OR ITS ARCHITECTURAL CONTROL COMMITTEE (WHOEVER HOLDS THE ARCHITECTURAL CONTROL POWERS UNDER ARTICLE VIII OF THIS DECLARATION) SHALL, TO THE MAXIMUM EXTENT LAWFULLY PERMITTED, HAVE AND RETAIN ALL POWERS AND AUTHORITIES PROVIDED FOR BY THIS SECTION 8 BUT THAT THIS SECTION 8 SHALL BE AUTOMATICALLY MODIFIED TO CONFORM WITH APPLICABLE FEDERAL LAW OR REGULATION OR ANY OTHER APPLICABLE LAW OR REGULATION. TO THE EXTENT THAT ANY PARTY HOLDING THE ARCHITECTURAL CONTROL POWERS AND AUTHORITIES MAY LAWFULLY CONTROL THE TYPE, LOCATION, APPEARANCE, SIZE OR PLACEMENT OF SATELLITE RECEIVER DISHES, TELEVISION RECEIVER DISHES OR ANTENNAS OR ANTENNAS DESIGNED TO RECEIVE A DIRECT BROADCAST SIGNAL, THE PARTY HOLDING THE ARCHITECTURAL CONTROL POWERS (THE DEVELOPERS OR THE ASSOCIATION'S BOARD OF DIRECTORS, AS THE CASE MAY BE) SHALL HAVE THE RIGHT AND AUTHORITY REASONABLY, ACTING IN GOOD FAITH, TO SPECIFY THE LOCATIONS FOR, THE SIZES OF, THE TYPES OF, THE COLOR OF, AND SCREENING FOR SUCH SATELLITE RECEIVER DISHES OR ANTENNAS. ALL SATELLITE DISHES OR ANTENNAS, WHETHER BROADCAST OR RECEIVING, OTHER THAN THOSE GOVERNED BY THE RULES OF THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SIMILAR GOVERNMENT AUTHORITY SHALL BE**

SUBJECT TO ALL OF THE ARCHITECTURAL CONTROL PROVISIONS OF ARTICLE V OF THIS DECLARATION AND MAY NOT BE ERECTED UNTIL SAME ARE APPROVED, IN ADVANCE, IN ACCORDANCE WITH THE ARCHITECTURAL CONTROL PROVISIONS OF ARTICLE VIII OF THIS DECLARATION. ALL DBS DISHES AND ANTENNAS AND OTHER SATELLITE DISHES WHICH ARE GOVERNED BY THE RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY SHALL BE SUBJECT TO SUCH REASONABLE RESTRICTIONS AS THE PARTY HOLDING THE ARCHITECTURAL CONTROL POWERS UNDER ARTICLE VIII OF THIS DECLARATION MAY LAWFULLY IMPOSE, IN ACCORDANCE WITH THE APPLICABLE FEDERAL COMMUNICATIONS REGULATIONS OR OTHER APPLICABLE LAW.

Section 9. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Property, except that up to three (3) dogs or cats or other normal household pets per household may be kept in and upon Lots subject to the following provisions:

a. Such pets may not be kept in or upon any Lot, temporarily or permanently, for any commercial purpose;

b. Such pets shall not be allowed to disturb others by barking, noise or other activities, and shall not run loose on portions of the Property other than the Lot in which kept, and shall not be either chained or housed, or allowed to run loose upon the exterior portion of any Lot, or upon the exterior portion of any Building located on any Lot; provided, however, that such pets may be chained or allowed to run within any private patio or deck portion of a Lot if such pets do not thereby create a nuisance, or in any respects cause inconvenience to owners of occupants of other adjacent Lots, and that the portion of the Lot so occupied by the pet is sufficiently fenced to enclose such pet; provided further, however, that no pet shall, in any event, be housed outside of the Building located on a Lot;

c. It is understood that the enjoyment of the Property by all Owners and residents thereof, and the success of this Development, might be jeopardized by violations of these conditions; accordingly, the Association's Board of Directors may by majority vote and after three (3) complaints require that any certain pet(s) be removed permanently from the Property and the Owner of the Lot shall have a period of thirty (30) days to comply with such decision of the Association's Board of Directors;

d. The Owner of a Lot, which has such pet(s) kept in or upon it - and not residents or the Owners of any other part of the Property - shall bear all risks which result from the presence of pets. Accordingly, such Owner shall be absolutely responsible for adherence by the pets to these conditions and be absolutely liable for any and all injury and damage done by such pets 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.

e. No dog pens, dog houses, or other similar enclosures are allowed in the Development. "Dog pens" shall include pens with improved or non-improved floors, with fences

on top and/or around which are used to encage animals. Notwithstanding the foregoing, electronic fences or so-called invisible fences shall be permitted.

f. All waste from pets must be promptly cleaned up and removed by the owner of the pet from the Lot and/or any other Lot or Common Area;

g. No vicious animals are permitted. No exotic or dangerous animals shall be kept. Any animal which exhibits any vicious propensity whatsoever shall be excluded or removed from the Development. No animals other than dogs, cats and other normal household pets shall be kept;

Section 10. Trash, Storage, Disposal/Outdoor Storage. All trash, rubbish, garbage and other materials being thrown away or disposed of by Lot Owners or residents on the premises must be placed in bags or containers approved by the City of Columbia. These bags 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. The outdoor placement of or storage of materials, equipment, canoes, boats, or other items of any kind, nature or description whatsoever, on any outside portion of a Lot shall be prohibited, provided that the placement of such functional items as patio and outdoor living equipment within private patios, courtyards, private lawn areas or porches or decks shall be permitted, and that the use of children's bicycles and play equipment and other items approved by the Association's Board of Directors (but not the storage of same) in such a manner as not to unreasonably interfere with the enjoyment of the Lots and Common Areas by other Owners and residents, shall be exempt from this provision. Because of the hazards of fire, storage of highly flammable or explosive matter is prohibited on any portion of the Property. Provided, however, this section shall not apply so as to interfere with normal construction methods in the Construction and development of any portion of the Property. The Association shall have the right to designate specific areas where trash or mixed refuse shall be placed, and to promulgate reasonable rules and regulations for the location or placement of trash or mixed refuse, and for the types of containers which shall be used for trash or mixed refuse placed on the curb line of the public streets. All bags or containers used by Lot Owners for the placement of trash or mixed refuse on the curb line of the public street shall be such as will reasonably prevent the littering of the area, or the scattering of the trash or mixed refuse.

Section 11. Temporary Structures. No structure of a temporary character, shack, shed, tent, dog house, locker or other outbuilding shall be used on any Lot on a temporary or permanent basis unless included in the plans and specifications of the Building as constructed by the Developer or Builder or unless approved under the provisions of this Declaration relating to Architectural Control, or unless used by the Developer or Builder in normal construction methods, 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 Property.

Section 12. Open Fires. No open fires shall be permitted on the individual Lot, with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the premises.

Section 13. Interference with Maintenance by Association. No Owner or resident of a Lot or any portion of the Property shall have, claim or exercise any right to maintain, alter the appearance of, or change or improve any areas or surfaces of the Property or the color thereof (including the exterior surfaces of the exterior walls of buildings constructed thereon).

Section 14. Garages. All garage doors shall be kept closed at all times other than when driving vehicles into or out of garages, or when placing other articles in or removing other articles from garages.

Section 15. Planting and Gardening Prohibited. Except in the individual patio areas, or private deck areas, or private garden areas, or private porch areas, or private courtyards, or other areas inside privacy fences, or other areas designated by the Association's Board of Directors, no planting or gardening shall be done, unless approved in advance by the Developers or the Association's Board of Directors (whoever holds the Architectural control powers), pursuant to the Architectural control provision of Article VI of this Declaration, and no fences, hedges or walls shall be erected or maintained upon any Lot except as are planted or installed in accordance with the initial construction of the improvements on any Lot, or as approved, in advance, in accordance with the Architectural Control Provisions of Article VI of this Declaration.

Section 16. Storage Tanks. No tank for the storage of propane or other fuel may be maintained within any Lot.

Section 17. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted; provided, however, that Lot Owners shall be permitted to perform ordinary periodic maintenance upon their motor vehicles within enclosed garages upon their respective Lots.

Section 18. Awnings and Storm Doors Prohibited. No awnings or storm doors, not installed by a Developer or a Builder as a part of the original construction, may be constructed, installed or erected nor may any external changes of any kind be made to any Building or improvement within the Development, unless approved, in writing, in advance, pursuant to the Architectural Control Provisions of Article VI of this Declaration.

Section 19. Two, Three, Four Wheeled Recreation Vehicles or Similar Vehicles. Motorcycles, mopeds, powered scooters, or powered tricycles, or motor bikes, or recreational vehicles may not be run within the Development, either on streets, roads (including public streets and roads), or Common Areas, or on Trails or Paths; provided, however, that they may be used solely to go to and from the Lot Owner's Lot for purposes of going to and from work, or one's job, or to school. No such vehicles shall be used within the Development for purposes of recreation. All such vehicles must have a suitable muffler, so as to provide for quiet operation. In the event of three (3) complaints, the Association's Board of Directors may require that any such vehicle be removed from the Development. This restriction shall apply to Lots, Common Areas, and all public streets abutting upon the Lots, and it is hereby agreed, on behalf of all Lot Owners, that it shall so apply.

Section 20. Enforcement. In addition to any rights and remedies provided to the Association or the Lot Owners by this Declaration or by law for the enforcement of the use restrictions established by this Article X, and in addition to any other rights and remedies hereinabove provided for in this Article X, the Association's Board of Directors shall, in the event of a violation of any of the use restrictions hereinabove established by this Article X, in its sole, absolute and unmitigated discretion, have the following additional rights, powers and authorities, to-wit:

a. To deny to any Lots or any Owners 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;

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 Fifty Dollars ($50.00) per month during the continuance of the violation. Such fine shall constitute a special 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 Vof this Declaration;

c. To deny to the applicable Lot, and the Owners, occupants, guests and invitees thereof, access to the Lot, and to any parking spaces designated for the exclusive use of the Lot, until the breach of the use restrictions has been remedied.

With the exception of those situations involving a legitimate emergency, posing a danger to the safety of the Property or any portion thereof, or any of the residents thereof, or any guests or invitees therein, the Association's Board of Directors shall not, in the event of a violation or apparent violation of the use restrictions hereinabove set forth in this Article X, seek to utilize any of those powers or remedies conferred upon it by subsections (a) through (c) of this Section 20, 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 X, 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 (c). Such notice shall further give such Owners or occupants notice of the time and place at which such Owners or occupants may appear before a meeting of the Association's Board of Directors. At such meeting such Owners or occupants, and any other interested persons, shall be permitted to present such evidence and/or arguments, both for and against the violation or apparent violation of the use restrictions hereinabove set forth in this Article X, 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 adjourn, and shall, in closed session, 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. Presence of a majority of the Association's Board of Directors shall constitute a quorum for all purposes under this Section 20. 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 Association's 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 Lot Owners, the Association's Board of Directors, where it is reasonably practicable to do so, shall notify both the occupants of the Lot and the Owners thereof of a hearing before the Association's Board of Directors, of the type hereinabove described, and of the Board's decision and intentions, as hereinabove described.

The Developer, for each Lot located within the Property, hereby covenant, on behalf of Developer and each of Developer's successors, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to the provisions of this Section 20, and to the rights, powers, remedies and authorities imposed on the Association's Board of Directors by this Section 20, and to waive any right to recourse against, or damages from, or claims or complaints against, the Association's Board of Directors, or the Association, or any members of such Board of Directors or such Association, which may arise out of any exercise by the Association or its Board of Directors of the rights, remedies, powers and authorities provided by this Section 20. In addition, should the Association, or its Board of Directors, by reason of a violation of the restrictions set forth in this Article X, seek from any Court any temporary restraining order, restraining order, injunction, temporary injunction, preliminary injunction or similar relief, all requirements, of any kind or nature whatsoever, that the Association, or its Board of Directors post an injunction bond, or a bond, or a surety bond, or any type of bond of any kind or nature whatsoever, shall be and the same are hereby waived by each Lot Owner, and by Developer (on behalf of itself and on behalf of its

successors, and each and all successors in ownership to any Lot). Each Developer for each Lot located within the Property hereby covenants, on behalf of a Developer and such Developer's successors, and each Owner of any Lot by acceptance of a deed therefore shall be deemed to covenant and agree, that the Association shall, upon presentation to a Court having appropriate jurisdiction of a petition seeking a temporary restraining order against a violation or threatened violation of the use restrictions hereinabove set forth, be fully entitled to receive such temporary restraining order, ex parte, without the necessity for the posting of any bond, injunction bond, surety bond or other type of bond of any kind or nature whatsoever. Developer, on behalf of the Developer and such Developer's successors in ownership of any portion of the Property, and each Owner of any Lot by acceptance of a deed therefor, recognize that strict compliance with the use restrictions hereinabove set forth in this Article X is of the utmost importance to the protection of the Property, and the value thereof, and that a breach or threatened breach of said use restrictions would cause substantial damage to the Property, and the Lot Owners, and the occupants of the Property, and would constitute a substantial threat to proper enjoyment of the Lots by the Owners and/or occupants thereof. Strict performance of, and observation of, and compliance with, the use restrictions hereinabove set forth in this Article X is, therefore, of the essence.

Any action taken by the Association's Board of Directors in accordance with this Article X, or this Section 20, shall be conclusive and binding upon the Lot Owner and the occupants of a Lot, unless the Lot Owner seeks judicial review of the actions of the Association's 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 20 are subject to 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 20 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 Association's Board of Directors under the provisions of this Section 20 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 Association's Board of Directors is not sought by a Lot Owner in accordance with the requirements of this Section 20, then the Lot Owner shall be conclusively bound by the decisions of the Association's Board of Directors. If a Lot Owner does seek review of the actions of the Association's Board of Directors, and if the Board has caused a reasonable record to be made of the proceedings before it, and, at the request of the Lot Owner, provides such record to the court or the Lot Owner, then the inquiry of the court seeking to review the actions of the Board of Directors shall extend to the following and only to the following:

(a) Is the action of the Association's Board of Directors in violation of constitutional proceedings;

(b) Is the action of the Association's Board of Directors in excess of the authority granted to the Association's Board of Directors by this Declaration, or in excess of any

limitation imposed by the statutes of the State of Missouri or other applicable laws of the State of Missouri;

(c) Is the action of the Association's Board of Directors unsupported by competent and substantial evidence upon the whole record;

(d) Is the action of the Association's Board of Directors, for any other reason, unauthorized by law;

(e) Was the action of the Association's Board of Directors made upon an unlawful procedure or without a fair trial;

(f) Was the action of the Association's Board of Directors arbitrary, capricious or unreasonable;

(g) Did the action of the Association's Board of Directors involve an abuse of discretion?

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

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, and its Board of Directors and Officers, as provided for by this Section 20. Since the Development is a "community," and consists of a community of homeowners/Lot Owners, and since performance in accordance with an observance of the covenants provided for by this Declaration is of the essence to the preservation of the value of the Development, the Lots thereof, and the Buildings thereon, and to the peaceful use and enjoyment of their respective Lots by the Lot Owners thereof and the members of their families, and the occupants of the Lots, 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 all of those enforcement remedies provided for by this Section 20, 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 21. No Waiver Other Than by Express, Written Waiver/Selective Enforcement Permitted and Agreed To. Any provisions or purported provisions of law to the contrary notwith-

standing, each Developer, the Association, its Board of Directors and/or its Architectural Control Committee, whoever or whichever then holds the Architectural Control Powers under Article VIII of this Declaration, and/or any Lot Owner(s), 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 VI above or this Article X, 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 VI above or this Article X, 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 VI above and this Article X, 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 21, 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 VI above and this Article X, may be selectively enforced by each Developer, the Association's Board of Directors, its Architectural Control Committee or any Lot Owners. For example, the Association's Board of Directors may choose to enforce the restrictions of this Article X so as to prohibit certain types of improvements or structures or uses which would otherwise be prohibited pursuant to this Article X, while not seeking to prohibit or to enforce the provisions of this Article X 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 Association's Board of Directors, and its Architectural Control Committee and each Lot Owner seeking to enforce any of the provisions of this Declaration shall be and they are hereby vested with reasonable discretion to determine when, and under what circumstances, and for whatever reasons, the provisions of this Declaration shall be sought to be enforced, or the provisions of this Article X or the provisions of Article VI 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 Association's Board of Directors, the Developers, the Architectural Control Committee of the Association's Board of Directors, or any Lot Owner or 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 VI above and this Article X.

For example, Developer, the Association's Board of Directors, 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 Developer, the Association's Board of Directors, or its 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 do cause damage. Developer, the Association's Board of Directors, or its Architectural Control Committee, 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 any Lot.

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 Association's Board of Directors, Developer or the Architectural Control Committee may thereafter seek to require the removal of such structure or improvements.

Section 22. 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 proceeding to enforce any of the provisions of these covenants, is hereby waived, including, but not limited to, any provision of Section 516.095 RSMo., which would restrict enforcement of covenants relating to buildings or other visible improvements to a period of two (2) years. The five (5) year general statutes of limitations, as it is in effect in the State of Missouri, shall apply to all of these covenants and all provisions and restrictions of these covenants, and to any actions to enforce or to seek to enforce these covenants, and any lesser period of limitations or the benefit of any lesser period of limitations shall be waived by the Lot Owner of each Lot and shall be deemed to have been waived by the Lot Owner of each Lot upon the acquisition of such Lot Owner's Lot.

ARTICLE XI
INSURANCE

The Association, by and through its Board of Directors, shall obtain and maintain general liability insurance on all Common Areas and all facilities located thereon and against loss or damages by fire, lightning, windstorm, hail, explosion and other casualties which may reasonably be insured against, to the extent such insurance can reasonably be obtained.

ARTICLE XII
SALE OF COMMON AREA

A sale, mortgage or other disposition of all or any part of the Common Area titled in the name of the Association shall not be valid unless prior approval is given by the titled owner of same, and by a three-fourths (3/4) majority vote 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. A disposition, so approved, shall be binding upon all Lot

Owners and Unit Owners. The provisions of this Article XII notwithstanding, the Association's Board of Directors, in the exercise of its discretion, may grant to any public agency, public utility or utility provider, reasonable utility easements, over the various portions of the Common Areas (including those portions of Lot or Unit designated as Common Area), as reasonably required to provide appropriate utility services to all Lots and Units, or to certain Lots or Units.

ARTICLE XIII
RIGHTS OF FIRST MORTGAGEES

Notwithstanding anything to the contrary hereinabove set forth in this Declaration, the following terms and conditions shall prevail when the rights of holders of first mortgages or first mortgage deeds of trust are considered or involved, to-wit:

Section 1. Notice. The beneficial holder of a first mortgage or first mortgage deed of trust shall, if it files a written request with the Association's Board of Directors to such effect, be given written notice by the Association when the Owner of any Lot upon which such first mortgage holder or the holder of such first mortgage deed of trust holds a mortgage or deed of trust is in default and such default has not been remedied within sixty (60) days. As indicated, before being entitled to such notice, the first mortgage holder or the holder of such first mortgage deed of trust must have filed with the Association's Board of Directors a written request to be so notified.

Section 2. Examination of Books and Records. The holder of a first mortgage deed of trust, or a first mortgage, shall be entitled to examine the books and records of the manager, management firm or managing agent and Association's Board of Directors upon reasonable notice to the manager, management firm or managing agent and Association's Board of Directors of its intent to exercise its rights under this Section 2; provided, however, that such examination shall be made only at reasonable times and at reasonable intervals.

Section 3. Taxes in Default. The holder of any first mortgage deed of trust, or first mortgage, upon any Building or Lot shall have the right to pay taxes or other charges which are in default and which may become a lien against the Common Area, and may pay overdue premiums on hazard insurance for the Common Area, and any Lot upon which such first mortgage holder or first mortgage deed of trust holder holds a first mortgage, and any mortgagee or first mortgage deed of trust holder making such payment shall be owed immediate reimbursement and restitution for the sum of such premiums or taxes from the Association.

Section 4. Right of First Refusal. Any holder of a first mortgage deed of trust, or first mortgage, which comes into possession of a Lot pursuant to the remedies provided in the mortgage or deed of trust, by foreclosure, or by deed in lieu of foreclosure, shall be exempt from any "right of first refusal."

Section 5. Claims for Unpaid Assessments. Any first mortgagee or holder of a first mortgage deed of trust, which comes into possession of a Building or Lot pursuant to the remedies provided in the mortgage or deed of trust, or by foreclosure of such mortgage or deed of trust, or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or

charges against the Building or Lot that accrued prior to the time such mortgagee or deed of trust holder came into possession of such Building or Lot.

Section 6. Adequate Reserve. The Association shall establish an adequate reserve funded by regular monthly assessments, rather than by Special Assessments or charges, for the replacement of any permanent improvement or structure which the Association is required to replace under the terms of this Declaration. The amount of the contributions to the reserve fund shall be determined by the Association's Board of Directors, based upon the projected useful life of such improvements requiring replacement, and the estimated replacement costs. However, the Association shall be required to establish such reserve only to fund the replacement of items which the Association is required to replace by the terms and conditions of this Declaration.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Enforcement. Each Developer, the Association, or any Lot Owner, shall have the right to enforce, by any proceeding 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 Association or by any Lot Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. 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 3. 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, the Owner of any Lots subject to this Declaration, or the Developer, its 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 each unless an instrument signed by not less than sixty percent (60%) of the Class A Members 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 not less than sixty percent (60%) of the Class A Members and one hundred percent (100%) of the Class B Members, if any, and thereafter it may be amended in whole or in part only by an instrument signed by not less than sixty percent (60%) of the Members of the Association. All amendments to this Declaration shall be recorded in Boone County, Missouri.

Section 4. 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, postage prepaid, 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 5. 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 6. 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.

Section 7. Approval of Plats. Any plats of Lots which divide same into Lots and Common Area must, prior to recording, be approved by the Developer so long as Class B voting rights exist, and thereafter by the Architectural Control Committee.

Section 8. 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, in addition to judgment for such other rights and remedies to which such prevailing party would otherwise be entitled.

ARTICLE XV
MEDIATION

If there is at any time a dispute between and among any Lot Owner(s), and/or any Builder(s), and/or the Developer, and/or the Association, its Board of Directors, or any member of such Board of Directors or any officer of the Association, and/or any manager, management firm or managing agent employed by the Association or its Board of Directors, and/or any tenant or occupant of any Living Unit(s), or the insurers of any Living Units, or between or among any of such persons or parties, or between or among any parties or persons bound by this 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 any duties provided by this Declaration, or the enforcement of any of same or the application of any of same, or the management of running by the Association or its Board of Directors, or the fairness or propriety thereof [but excluding actions for the enforcement of Assessments or for the enforcement of liens, or charges or Assessments levied in accordance with the provisions of Article V of this Declaration, which shall not be subject to arbitration], then all such disputes shall be resolved solely in accordance with the provisions of this Article XV.

If the Association's Board of Directors seeks to invoke any of the remedies conferred upon the Association's Board of Directors by Section 20 of Article X of this Declaration, and there is a dispute over any of the remedies sought to be imposed by the Association's Board of Directors pursuant to such Section 20, then such dispute shall be resolved in the manner provided for by such Section 20 of Article X of this Declaration, and the provisions of this Article shall have no application to such dispute, unless the disputing parties agree to submit the dispute to resolution by mediation and arbitration as provided for by this Article, in lieu of having such dispute be resolved in the manner provided for by such Section 20, meaning pursuant to the provisions of the

Administrative Procedure Act as it is in effect in the State of Missouri, and the judicial proceedings provided for by such Act and by such Section 20.

The Developer, on behalf of the Developer and all present and future Lot Owners, and the Association hereby agree that if any disputes shall arise [excluding, however, actions for the enforcement of Assessments or for payment of Assessments, or enforcement of the liens for such Assessments], and the parties to such dispute are unable to reach a resolution through negotiation, prior to filing of a lawsuit, the disputing parties shall mutually agree upon a mediator who shall be disinterested, but who shall have reasonable competence and experience in the area of the issues involved in such dispute. If the parties are unable to agree upon such a mediator, then such mediator shall be selected as hereinafter described in this Section 1. The mediator shall not have the right to enforce a settlement upon the parties, but instead the parties shall use the mediator to try to crystallize and clarify their respective positions and to participate in mediation discussions which, hopefully, will lead to a resolution of the dispute. In order to invoke this portion of this Declaration and to obtain the mediation of the dispute [and submitting the dispute to mediation shall be mandatory and not discretionary], the disputing parties shall:

a. Send written notice to the other parties, demanding mediation of the particular dispute. Said notice shall be dated and shall be given in the manner provided for by this Declaration (and if such party is known to be represented by an attorney, such notice shall also be given to such attorney). Such notice shall specify the issue or issues to be made the subject of the mediation proceeding.

c. Upon receipt of the notice, the parties shall seek to mutually agree upon a mediator who is acceptable to both parties and who has no financial or personal interest in the issues in dispute or in any of the parties and who is not related to any of the parties and who has no financial or personal interest in the outcome of the mediation proceedings. If the parties cannot agree upon such a mediator, then such mediator shall be selected by that person who then directs, heads or supervises the Dispute Resolution Service or Alternative Dispute Resolution Service, or any similar service or department of the University of Missouri - Columbia School of Law (by whatever name that service is then known), or of any dispute resolution service then offered by the University of Missouri - Columbia School of Law (hereafter referred to as the "Law School Dispute Resolution Service"), but if such mediator cannot be so selected, then such mediator shall be selected by the office of the American Arbitration Association having jurisdiction over Boonville, Cooper County, Missouri ("the AAA"), in accordance with the rules of the AAA then applicable to mediation and arbitration of commercial disputes. All costs and expenses incurred in obtaining the mediator, and all fees to be paid to the mediator, and all reasonable expenses incurred in connection with the mediation (excluding the attorneys' fees and individual expenses of the disputing parties) shall be equally shared by the disputing parties. However, each party shall pay such party's own lawyer or attorney and all expenses personally incurred by such party.

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

ARTICLE XVI
ANNEXATION

The Developer may or may not bring additional parcels of the Annexation Parcel under the jurisdiction of the Association, and may make same a part of the Development, and may subject same to the provisions of this Declaration, and may cause the Lot Owners of Lots located therein to become subject to the Association and this Declaration, 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 this Association must be located either within the Annexation Parcel, or must be a part of the Annexation Parcel, or must be located either adjacent to, or within reasonable proximity to, that Parcel which is initially subject to this Declaration, or the Annexation Parcel.

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. The Parcel shall, by such supplementary declaration, such annexation declaration, or by such a recital on the Plats, 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 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 XVI to the contrary notwithstanding, the provisions of this Declaration shall not apply to any Land or to any portion of the Annexation Parcel, until such Land or such portion of the Annexation Parcel is annexed to the Development in accordance with the provisions of this Article XVI. The Developers shall have no duty or obligation (either expressed or implied) to annex any real estate, or any portion of the Annexation Parcel to the Development.

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

The Developer may, pursuant to this annexation power, annex (or not annex, as the Developers, in the Developers' sole, absolute, unlimited, unmitigated and unfettered discretion finds to be appropriate) to the Development provided for by this Declaration (and subject to this Declaration) all or any portion of the Annexation Parcel.

ARTICLE XVII
DEVELOPER'S UNILATERAL RIGHT, WITHOUT THE CONSENT OF ANY PERSON OR PARTY, TO AMEND THIS DECLARATION

Any of the provisions of this Declaration to the contrary notwithstanding and any provisions of law to the contrary notwithstanding (whether statutory, common law or other provisions of law), the Developer hereby reserves the right, and shall have, so long as the Developer holds any Class B memberships and Class B voting rights in the Association, and for so long thereafter as the Developer owns any Lot or parcel within the Parcel, the right, exercised by the mutual agreement and consent of the Developer, but without the consent of any Lot Owner, or holder of any mortgage or deed of trust on any Lot, or any other persons or parties whomsoever, to amend or modify this Declaration, as the Developer, in the exercise of good faith, reasonable judgment and the Developer's best judgment, deem necessary in order to:

a. Correct any error in this Declaration;

b. Correct any typographical error in this Declaration;

c. Correct any obvious error in this Declaration;

d. Amend this Declaration in order to reflect the Developer's intentions as such intentions exist on the date of the recording of this Declaration;

e. Correct this Declaration or amend this Declaration or modify this Declaration in order to deal with, or appropriately reflect, or as required by any change in federal law, state law, city ordinance, or other applicable governmental regulation;

f. Fairly and equitably apportion among the Lot Owners of the respective Lots any costs or expenses incurred by the Association or its Board of Directors;

g. Eliminate undue hardship upon or burden upon any Lot Owners, the Association, its Board of Directors, or its officers;

h. Cause the Living Units to be appropriately insured;

i. Correct obvious errors or mistakes, or latent or patent mistakes;

j. Eliminate confusion;

k. Clarify any confusing or conflicting provisions of this Declaration;

l. Modify this Declaration so as to include any omitted provisions;

m. Modify this Declaration so as to correct any situations of obvious inequity, obvious injustice or obvious unfairness;

n. Impose reasonable additional use restrictions upon the Lots or Living Units, as provided for by Article VII or Article X of this Declaration, or modify any of the restrictions of such Articles, as reasonably required to assure all Lot Owners of the reasonable, peaceable and safe use of their Lots and Living Units, and the preservation of the value of their Lots and Living Units, and the protection of the peace, tranquility and safety of the Development.

Any amendments in or modifications in this Declaration which are made by the Developer must be made in good faith, and must be made reasonably and through the use of the Developer's best judgment, and shall not be made arbitrarily, unreasonably or capriciously and may not be such as imposes on any Lot Owner an unfair burden or expense which could not reasonably be anticipated by the Lot Owner in view of the provisions of this Declaration. Each Lot Owner, by accepting a deed for the Lot Owner's Lot, hereby consents and agrees to the provisions of this Article, and confers upon the Developer the power and authority conferred by this Article.

IN WITNESS WHEREOF, Legacy Land Development, LLC, the Developer, has caused this Declaration to be executed in its name and on its behalf by their duly authorized members, managing member or officers, all done on the day and year first above written.

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

BOONE COUNTY MO FEB 09 2023

Legacy Land Development, LLC:

By: Robert Hill
Robert Hill, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 9th day of February, 2023, before me, appeared Robert Hill, to me personally known, who being by me first duly sworn, did say that he is a Member of Legacy Land Development LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority lawfully conferred upon him by such limited liability company, and said Member 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 Columbia, Missouri, on the day and year hereinabove first written.

Phebe LaMar-Emig
Phebe LaMar-Emig, Notary Public
Boone County, State of Missouri
My commission expires: 3-13-2025.

PHEBE LAMAR-EMIG
Notary Public - Notary Seal
State of Missouri - County of Boone
My Commission Expires Mar. 13, 2025
Commission #13406814

Exhibit A - Articles of Incorporation
Exhibit B - Bylaws
Exhibit C - Subordination Agreement

BOONE COUNTY MO FEB 0 9 2023

SUBORDINATION AGREEMENT

Mid America Bank, a Missouri Banking Association, hereby subordinates the lien of the deed of trust recorded in Book 5635 at page 4, in the Records of Boone County, Missouri, to the foregoing Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of Legacy Farms.

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MID AMERICA BANK CORPORATE SEAL MISSOURI

ATTEST:

Tim Hagenhoff

Tim Hagenhoff, SVP

Mid America Bank, a Missouri Banking Association

by _____

Schuyler J. Mariea, Exec Vice-President

STATE OF MISSOURI)

) ss.

COUNTY OF BOONE)

On this 8th day of February, 2023, before me appeared Schuyler J. Mariea, to me personally known, who, being by me duly sworn did say that he is the Executive Vice-President of Mid America Bank, a Missouri Banking Association, and that the seal affixed to the foregoing instrument is the corporate seal of said association, and that said instrument was signed and sealed in behalf of said association by authority of its board of directors, and said Schuyler J Mariea acknowledged said instrument to be the free act and deed of said association.

In witness whereof, I have hereunto set my hand and official seal.

Jennifer L Ortmeyer

Notary Public

Print Name _____

My term expires:

JENNIFER L ORTMEYER
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
COLE COUNTY
COMMISSION # 08380094
MY COMMISSION EXPIRES: OCTOBER 16, 2024