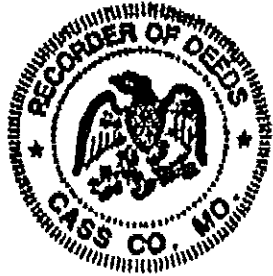


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RECORDING FEE 99.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



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Recording Fee: \$ 99.00

(Space above reserved for Recorder of Deeds certification)

Title of Document: AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE TREE SUBDIVISION

Date of Document: October 21, 2005

Grantor(s): Ridge Tree Development, L.L.C., a Missouri Limited Liability Company

Grantee(s): Ridge Tree Subdivision, a Subdivision in Pleasant Hill, Cass County, Missouri

Mailing Address: 17701 E. 199th Street, Pleasant Hill, MO 64080

Reference Book and Page: Document #341189 2706/726

Legal Description: See Exhibit A (back)

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
RIDGE TREE SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE TREE SUBDIVISION (the "Declaration") is made and entered into as of the 14 day of March, 2005 by RIDGE TREE DEVELOPMENT, L.L.C., a Missouri limited liability company, authorized to do business in the State of Missouri (the "Developer").

WITNESSETH:

WHEREAS, Developer filed the Declaration of Covenants, Conditions and Restrictions Ridge Tree Subdivision (the "Original Declaration") in the Cass County, Missouri Recorder of Deeds office on January 21, 2005 as Document No. 317194; and

WHEREAS, Developer now wishes to revoke said Original Declaration, and replace it in its entirety with this Declaration; and

WHEREAS, pursuant to Section 13.3 of the Original Declaration, Developer has the right to amend said document without further approval; and

WHEREAS, Developer remains the sole record owner of that certain property situated in The City of Pleasant Hill, Cass County, Missouri legally described on Exhibit A, attached hereto and made a part hereof; which property, along with improvements made thereon, shall constitute the Subdivision; and

WHEREAS, Developer desires to submit and subject the Subdivision, together with all buildings, improvements, and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights contained herein, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision; and

WHEREAS, Developer deems it desirable, for the efficient management of the Subdivision, to create a homeowners association which shall exercise the powers and functions as are set forth herein; and

WHEREAS, the Ridge Tree Homeowners Association, Inc., a Missouri non-profit corporation (the "Association") has been, or will be, incorporated under the laws of the State of Missouri for the purpose of exercising such powers and functions; and

WHEREAS, Developer desires and intends that all persons or entities hereinafter acquiring any interest in the Subdivision shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements,

privileges, and rights hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the Subdivision.

NOW, THEREFORE, Developer declares that all property within the Subdivision, shall hereafter be hold, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which shall run with the land and be binding upon all property within the Subdivision and all parties having or acquiring any right, title, or interest in or to any property within the Subdivision, or any part thereof, and shall inure to the benefit of and be a burden upon each Owner, the Association, and each Association Member.

ARTICLE I.
DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows:

1.1 "Architectural Control Committee" or "ACC" means the committee established in accordance with Article VIII of this Declaration.

1.2 "Assessments" shall include the following:

(a) "Regular Assessment" means the amount that is to be paid by each Association Member as such Association Member's Proportionate Share of the Common Expenses incurred by the Association pursuant to the terms hereof.

(b) "Special Assessment" means a charge against a particular Association Member, an Owner, or a Lot, directly attributable to such Association Member, Owner, or Lot, pursuant to the provisions of this Declaration, the Articles, Bylaws, Rules or Design Standards.

1.3 "Articles" means the Articles of Incorporation, as such may be amended from time to time, of the Association or of any successor thereto.

1.4 "Association" means the Ridge Tree Homeowners Association, Inc., a Missouri non-profit corporation, its successors and assigns.

1.5 "Association Member" means every Person who holds a membership in the Association.

1.6 "Board" means the Board of Directors of the Association.

1.7 "Bylaws" mean the Bylaws of the Association, or of any successor thereto, adopted in accordance with the Articles, as such Bylaws may be amended from time to time.

1.8 "City" means the City of Pleasant Hill, Missouri, a municipal corporation of the State of Missouri.

1.9 "Common Areas" means an area on the applicable Plat of the Subdivision designated as common area, which is owned or may be owned by the Developer or the Association, or for which the Association has maintenance and easement rights and obligations.

1.10 "Common Expenses" means the actual and estimated costs accrued, incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities in connection with the Subdivision for which the Association is responsible pursuant to the terms hereof. The Association shall incur all Common Expenses. The respective Association Members will bear their Proportionate Share of the Common Expenses incurred by the Association. Common Expenses contemplated hereby shall include, but not be strictly limited to, the following: (i) the cost of maintenance, management, operation, repair and replacement of any amenities constructed upon or within the Common Areas, all common areas of the Subdivision, including without limitation, the various monuments located within Common Areas or Monument Easements, and any other areas within the Subdivision which are, or shall in the future be, maintained by the Association; (ii) unpaid Assessments; (iii) the cost of maintenance by the Association of areas within the right-of-way of public streets in the vicinity of the Subdivision as provided in this Declaration or pursuant to agreements with the City; (iv) the cost of management and administration of the Association, including, but not limited to real estate taxes, insurance costs, security costs, compensation paid by the Association to managers, accountants, attorneys, and employees; (v) reasonable reserves for contingencies, replacements, and other proper purposes as deemed appropriate by the Board; and (vi) any other expenses incurred by the Association for any reason whatsoever in connection with any item or items to be provided or performed by the Association pursuant to this Declaration, or the Articles, Bylaws, Rules, or Design Standards, or in furtherance of the purposes of the Association or in the discharges of any duties or powers of the Association.

1.11 "Declaration" means this instrument, as from time to time amended.

1.12 "Default Rate of Interest" means an annual rate of interest equal to the lesser of eighteen percent (18%), or the highest lawful rate of interest which may be paid by the Person required to pay the Default Rate of Interest hereunder.

1.13 "Design Standards" means the requirements set forth in Section 8.2 and any other rules, regulations, restrictions, architectural standards and Design Standards, if any, from time to time adopted by the ACC.

1.14 "Developer" means collectively Ridge Tree Development, LLC, its successors and assigns, or any person to whom Developer's rights hereunder are hereinafter assigned by recorded instrument.

1.15 "First Mortgage" means the Mortgage which is the first and most senior of all Mortgages upon the same property. "First Mortgagee" means the holder of a First Mortgage.

1.16 "Lot" means a numerically identified subdivided lot for a residential dwelling unit within the Subdivision as shown on the Plat, but does not include any Common Areas.

1.17 "Majority", where not specifically designated otherwise, means the Association Members holding more than fifty percent (50%) of the total votes entitled to be cast with respect to a given matter. Unless otherwise specified, any provision herein requiring the approval of the Association Members means the approval of a Majority of such Association Members.

1.18 "Monument Easements" means those easements, if any, set forth on the Plat, in favor of the Association for purposes of constructing, erecting and maintaining certain entranceway monuments and landscaping for the Subdivision.

1.19 "Mortgage" means any recorded, filed, or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Missouri law as security for the performance of an obligation, including, without limitation, a Deed of Trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code.

1.20 "Occupant" means any Person, other than an Owner, in rightful possession of a Lot, whether as a guest, tenant, or otherwise.

1.21 "Owner" means the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case of Lots, the fee simple title to which is vested of record in a trustee, legal title shall be deemed to be in the trustor.

1.22 "Person" means an individual, corporation, partnership, trustee, or other entity capable of holding title to real property, and their respective heirs, successors and assigns.

1.23 "Plat" means the plat of the Subdivision as recorded in the official records of Cass County, Missouri, and as thereafter from time to time may be amended or supplemented.

1.24 "President" means the duly elected or appointed president of the Association.

1.25 "Proportionate Share" means the fraction wherein the numerator equals the number of Lot(s) owned by an Association Member (or giving rise to such membership) and the denominator equals the number of Lots owned by all Association Members (or giving rise to such memberships) then required to pay any particular Assessment.

1.26 "Rules" means the rules and regulations adopted by the Association pursuant hereto.

1.27 "Subdivision" means that parcel of real property referred to in the recitals hereof and described in Exhibit "A" hereto, together with all buildings, improvements, and other

permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto.

ARTICLE II. THE DECLARATION

Developer hereby establishes the Subdivision and this Declaration to govern the use and occupancy of Lots and Common Areas within the Subdivision.

ARTICLE III. ASSOCIATION

3.1 **Purpose of Association.** The Association has been, or will be, incorporated as a non-profit corporation to administer and delegate responsibility for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Subdivision, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, and other matters as provided in this Declaration, the Articles, Bylaws, Rules or Design Standards and serve as the supervising and coordinating body for all of the Association Members.

3.2 **Membership in Association.** The members of the Association shall consist of the Developer and all of the Owners; provided, however, until such time as ninety-five percent (95%) of all Lots within the Subdivision (including Lots made a part thereof from time to time by annexation) have been sold to third parties, the Developer shall be the sole voting member. Thereafter, each Owner shall have one vote in the Association. Each Owner shall be entitled to one Association membership, as long as he or she is the Owner of his or her Lot, and such Owner shall specify in writing to the Association the name of the individual who will hold the Association membership. In the absence of such written specification, Assessments shall nevertheless be charged against the Lot and owner thereof, but there shall be no right to vote the membership. The Association Member must be an individual who is either an Owner, or if the Owner is or includes a Person other than an individual, the Association Member may be an individual who is a partner, if the Owner is or includes a partnership, or an officer of a corporation, if the Owner is or includes a corporation, or a beneficiary of the trust, if the Owner is or includes a trust, or an Owner of the entity, if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. Once an Association Member has been specified by an Owner of a Lot, a new Association Member may only be specified for that Lot by the Owner upon the written approval of the President of the Association, which approval shall not be unreasonably withheld. Membership in the Association shall not be transferred, pledged, or alienated in any way, except as herein expressly permitted. Association membership shall automatically be transferred to the new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a Mortgage, or other legal process transferring fee simple title to such Lot.

3.3 **Pledge of Voting Rights.** Notwithstanding the foregoing, in the event that an Owner has granted an irrevocable proxy or otherwise pledged the voting right appurtenant to his Association membership with respect to his Lot to a Mortgagee as additional security, the vote of such Mortgagee will be recognized only if a copy of such proxy, or other instrument pledging such vote, has been filed with the Association.

3.4 **Assignment of Developer's Voting Rights.** If any Mortgagee to whom the Developer has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration, succeeds to the interests of the Developer by virtue of said assignment, the absolute voting rights of the Developer as provided in this Declaration shall not be terminated thereby, and such Mortgagee shall hold the Developer's membership and voting rights on the same terms as they were held by the Developer pursuant hereto.

3.5 **Association Board of Directors.** The affairs of the Association shall be conducted by its Board as herein provided and in accordance with the Articles and Bylaws. Except for directors elected by the Developer, each director shall be an Association Member or the spouse of an Association Member. If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director and his place on the Board shall be deemed vacant. The Developer shall have the sole and absolute power and right to appoint and remove the members of the Board until ninety-five percent (95%) of the Lots in the Subdivision (as it shall exist from time to time), have been sold to third parties. After that date, a Majority of the Members of the Association shall have the power and right to appoint and remove the members of the Board as provided in the Articles and Bylaws. When any member of the Board may be removed from office, by action of the Association Members, the following procedures shall be as follows: Upon the presentation to the President of a petition duly executed by thirty-three percent (33%) or more of all of the Association Members in favor of the removal from office of the member or members of the Board therein named, a referendum of the Association Members shall be promptly held to determine whether such member or members of the Board should be removed from office. Upon the affirmative vote of a Majority of all of the Association Members to remove such member or members of the Board from office, such member or members of the Board as herein provided shall be filled by an election of all of the Association Members in the manner provided in the Articles or Bylaws for the election of directors.

3.6 **Duties and Powers of the President of the Association.** To the extent not prohibited by law, or as otherwise herein expressly limited, the President of the Association shall be empowered to exercise control over the Association and to act on behalf of, and bind, the Association in every event wherein the Association is required or permitted to take any action. The action of the President shall at all times be subject to the review of the Board. Notwithstanding anything herein to the contrary, the President shall not have the power to borrow any funds on behalf of the Association, or increase the amount of or levy any Assessment without the prior written approval of the Board. In any dispute or disagreement between any Owners, Association Members, or any other Persons subject to this Declaration, relating to the Subdivision, or any question of interpretation, or application of the provisions of this Declaration, the Articles, Bylaws, Association Rules, or any Design Standards, the determination thereof by the President shall be final and binding on each and all of such Owners, Association

Members, or Persons. The President may, at his election, delegate the resolution of such dispute or disagreement, to the Board, or to a committee appointed by the President.

3.7 **Approval of Members.** Unless elsewhere otherwise specifically provided in this Declaration, or the Articles, or Bylaws, any provision of the foregoing which requires the vote or written assent of the Association Members shall be deemed satisfied by the following:

(a) The vote in person, or by proxy, of a Majority of Association Members at a meeting duly called and noticed pursuant to the provisions of the Articles, or Bylaws, dealing with annual or special meetings of the Association Members, or

(b) Written consents signed by the specified percentage of Association Members as provided in the Bylaws.

3.8 **Additional Provisions in the Articles and Bylaws.** The Articles and Bylaws may contain any provision relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents, and members not inconsistent with law, or this Declaration.

3.9 **Rules.** The Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate binding upon all Persons subject to this Declaration and governing the use and/or occupancy of any part of the Subdivision. The Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Rules shall govern such matters in furtherance of the purposes of the Association; provided, however, that the Rules may not unreasonably or unlawfully discriminate among Owners and Association Members, and shall not be inconsistent with this Declaration, the Articles, Bylaws, or Design Standards. The Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners, Association Members, and all other Persons having any interest in, or making any use of, the Subdivision, whether or not actually received thereby. In the event of any conflict between any provision of the Rules and any provision of this Declaration, or the Articles, Bylaws, or Design Standards, the provisions of the Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or Design Standards to the extent of any such conflict.

3.10 **Indemnification.** To the fullest extent permitted by law, every director and every officer of the Association created pursuant hereto, and the members of the ACC, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal, or control over members of the Board or ACC) shall be indemnified by the Association and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of the Developer by reason of having appointed, removed, or

controlled, or failed to control members of the Board, or ACC) whether or not he is a director, officer, or member of the ACC, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such officer, director, member of the ACC, or other Person, or the Developer, did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent, or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

3.11 **Non-Liability of Officials.** To the fullest extent permitted by law, neither the Developer, the President, any Board members, any ACC member, or any other members of committees of the Association, nor any officers of the Association, shall be liable to any Association Member, Owner, Occupant, the Association, or any other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which the Developer, the President, any Board member, or such committees or persons reasonably believed to be within the scope of their respective duties.

3.12 **Easements.** In addition to the blanket easements granted in Section 4.1, the Association is authorized and empowered to grant upon, across, or under real property owned, or controlled, by the Association such permits, licenses, easements, and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cables, and other similar public or private utility purposes, roadways, or other purposes as may be reasonably necessary and appropriate for the orderly maintenance, preservation, and enjoyment of all or any part of the Subdivision, or the preservation of the health, safety, convenience, and welfare of the Owners and Association Members, provided that any damage to any Lot resulting from such grant shall be repaired by the Association at its expense.

3.13 **Accounting and Records.** The Association at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Association Member, the books, records, and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Articles, Bylaws, Rules, and Design Standards. The Developer shall be under no obligation to make its own books and records available for inspection by the Association, any Owner, Association Member, or other Person.

3.14 **Managing Agent.** Any powers, duties, and rights of the Developer, the Association created pursuant hereto, or of the President, or Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Developer and/or Association of its obligation to perform any such delegated duty. Any agreement for professional management, or any other contract providing for services, shall not exceed a term of three (3) years, which term may be renewed by agreement of the parties for successive one-year periods, and shall further provide for

termination by either party with or without cause and without payment of a termination fee upon 90 days' written notice.

3.15 **Developer's Control of Association.** Notwithstanding anything in this Declaration to the contrary, the Developer shall maintain absolute control over the Association and the ACC, including appointment of the President and members thereof, until ninety-five percent (95%) of the Lots in the Subdivision (as it exists from time to time) have been sold to third parties. The Developer voluntarily may (but shall not be required to) permit the members of the Association to assume control of the Association at any time. Such transfer of control shall be effectuated by way of a document executed by Developer and placed of public record in the official record of Cass County, Missouri.

ARTICLE IV. **EASEMENTS**

4.1 **Creation of Easements.** There is hereby created a blanket easement upon, across, over, and under the Subdivision for: (a) ingress and egress (over existing roadways), (b) provided the same meets City approval, for installing, constructing, replacing, repairing, maintaining, and operating all utilities, including but not limited to water, sewer, gas, telephone, electricity, television cable, security systems, and communications lines and systems, and (c) constructing and maintaining subterranean structures, footings and supports, drainage and storm water detention facilities, entrance-way monuments and above-ground protrusions which do not unreasonably interfere with the surface use of any Lot, and (d) for the use of emergency vehicles of all types. Such blanket easement shall in no way affect any other recorded easements on the Subdivision. When an easement contemplated hereby has been specifically located and established by an appropriate document or record, the blanket easement associated therewith shall cease to have any force and effect.

4.2 **Developer Easement.** There is hereby created an affirmative, nonexclusive easement in favor of Developer, and appurtenant to the property described on **Exhibit "A"** hereto, for ingress and egress over all of the Subdivision and for the right to go over, under, and across, and to enter and remain upon all of the Subdivision for all purposes consistent with development and maintenance of the Subdivision.

4.3 **Common Area Taxes and Insurance.** The Association shall be obligated to pay all real estate taxes and assessments which may, from time to time, be applicable to the Common Areas and to maintain general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in, on or about the Common Areas in order to afford protection in an amount of not less than One Million Dollars (\$1,000,000.00) for any occurrence and not less than One Hundred Thousand Dollars for property damage (\$100,000.00). The Developer shall not be required to transfer ownership of the Common Areas, or portions thereof, to the Association, but when the Developer does transfer such ownership, the Association agrees to accept such transfer and to continue to be responsible

for all taxes and assessments, insurance, maintenance and other costs incidental to ownership and operation thereof.

ARTICLE V.
ASSESSMENTS

5.1 **Creation of Lien and Personal Obligation.** Each Owner and Association Member, by acceptance of a deed or other conveyance of an interest in a Lot, is deemed to covenant and agrees to pay any or all of the Regular Assessments, Special Assessments or other amounts due hereunder to the Association or Developer in accordance with the terms hereof. Such Assessments and all other amounts due under the terms hereof, together with interest thereon, late charges, attorneys' fees, and court costs, and other costs of collection thereof, as hereinafter provided, shall be a continuing lien upon such Owner's or Association Member's Lot against which the Assessments are made or in connection with which such other amounts are due. Such lien shall attach immediately and automatically when any Assessment is due and payable. Each Assessment and other amounts due, together with such interest and other costs, shall also be the personal obligation of the Owner or Association Member and such obligation shall not pass to an Owner or Association Member's successor unless expressly assumed by him. The obligation of an Association Member and the Owner of the Lot to which such membership appertains for the payment of Assessments and other amounts shall be joint and several.

5.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used: (a) to promote the recreation, health, safety, and welfare of Owners and Association Members, (b) to enhance the value of the Subdivision, (c) to pay the costs of administration of the Association, (d) to pay all other Common Expenses, or (e) to otherwise further the interests of the Subdivision.

5.3 **Regular Assessments.** Each Association Member shall pay as its Regular Assessment such member's Proportionate Share of the Common Expenses of the Association. The Board shall annually determine the amount of the Regular Assessment to be paid by each Association Member and notify the member thereof. Each Association Member shall thereafter pay to the Association its entire Regular Assessment on or before the beginning of the Association's fiscal year, which date shall be set forth in the written notice sent to members. If the Board subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Association member for the balance of the year and the date or dates when due. Each Association Member shall be notified of the additional amount required to be paid and the due date of such payment. If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses experienced by the Association, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality, of services upon which the Common Expenses for the year in

question are based, and if supplemental assessments are required, they shall be made as set forth above.

5.4 **Special Assessments.** Special Assessments shall be levied by the Association against an Association Member and/or an Owner and his Lot to reimburse the Association for: (i) costs incurred in bringing an Association Member or an Owner and his Lot into compliance with the provisions of this Declaration, or the Articles, Bylaws, Rules or Design Standards; (ii) any other charge designated as a Special Assessment in this Declaration, or the Articles, Bylaws, or Rules; (iii) fines levied or fixed by the Board as provided herein; and (iv) attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration or the Articles, Bylaws, Rules or Design Standards.

5.5 **Uniform Assessment.** All Regular Assessments shall be uniformly based on Proportionate Shares for each Association Member.

5.6 **Exempt Property.** All properties and Lots in the Subdivision owned by the Developer, or dedicated to and accepted by, or otherwise owned or acquired by, the City or other public authority shall be exempt from the Assessments created herein.

5.7 **Date of Commencement of Regular Assessments.** The Regular Assessments shall commence as to each particular member of the Association, on the date of conveyance to the Owner of the Lot to which the Association membership appertains, and shall be prorated for the first year of ownership at the time of such conveyance.

5.8 **Time and Manner of Payment; Late Charges and Interest.** Assessments shall be due and payable by the respective members in such manner and at such times as the Association shall designate in accordance with the terms hereof. If not paid within ten (10) days after its due date, each such Assessment shall have added to it a late charge equal to 10% of the amount of Assessment and thereafter bear interest at the Default Rate of Interest until paid. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent member shall, to the extent allowed by then applicable law, be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action, or proceeding is brought to collect any such Assessment to charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgement or award rendered thereon. The delinquency of an Association Member shall be deemed to also constitute the delinquency of the Owner of the Lot to which such membership appertains.

5.9 **No Offsets.** All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, any claim that the Association, Board, President, or the Developer is not properly exercising its duties and powers as provided in this Declaration or any documentation associated herewith, or that Assessments for any period exceed Common Expenses.

5.10 **Homestead Waiver.** Each Owner and Association Member, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or any documentation associated herewith (whether such liens are now in existence or are created at any time in the future), the benefit of any redemption, homestead or exemption laws of the State of Missouri now in effect, or in effect from time to time hereafter.

5.11 **Subordination of Lien.** Any lien which arises against a Lot by reason of the failure or refusal of an Owner, or Association Member, to make timely payment of any assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorneys' fees and any late charges related thereto) on the Lot, acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of, or acquires title to the Lot, whichever occurs first.

5.12 **Certificate of Non-Payment.** Upon request, any Person acquiring an interest in any Lot shall be entitled to a certificate from the Association setting forth the amount of due but unpaid Assessments relating to such Lot, if any, and such Person shall not be liable for, nor shall any lien attach to the Lot in excess of, the amount set forth in the certificate, except for Assessments which occur, or become due, after the date thereof and any interest, costs, attorneys' fees, and any late charges related to such Assessments.

5.13 **Enforcement of Lien.** Any lien provided for in this Article V may be foreclosed by the Association in any manner provided, or permitted, for the foreclosure of realty mortgages or homes association liens in the State of Missouri.

ARTICLE VI. INSURANCE

6.1 **Authority to Purchase.** The Association may purchase and maintain such insurance, and in such types and amounts as its Board shall determine from time to time. Premiums paid for such insurance shall be a Common Expense. Such policies, and endorsements thereon, or copies thereof, shall be deposited with the Association and copies shall be available to the Association Members and Owners upon reasonable request. Neither the Association nor any Board member nor the President nor the Developer shall be liable to any Owner, Association Member, Mortgagee, or other Person, if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Association Member to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Association Member may desire.

6.2 **Insurance Claims.** The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The

President has full and complete power to act for the Association in this regard and may, at his discretion, appoint an authorized representative, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Association.

6.3 **Benefit.** Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association, or any insurance trustee, shall be held or disposed of in trust for the Association, the Owners and the Association Members, as their interests may appear.

ARTICLE VII. MAINTENANCE, REPAIRS, AND REPLACEMENTS

7.1 **Owner's Responsibility.** Except as otherwise provided for herein, each Owner, at his own cost and expense, shall furnish and be responsible for all of the maintenance, repairs, and replacements of any improvements upon his own Lot.

7.2 **Maintenance of Common Areas.** Except as otherwise provided herein to the contrary, maintenance, repairs and replacements of the Common Areas shall be furnished by the Association as part of the Common Expenses and shall be subject to the Articles, Bylaws and Rules. If, due to the act or neglect of an Owner or Association Member, or the invitee, guest, or other authorized visitor of either, or an Occupant of such Owner or Association Member's Lot, damage shall be caused to the Common Areas, or maintenance, repairs or replacement shall be required which would otherwise be a Common Expense, then to the extent not covered by the Association's insurance, such Owner or Association Member shall pay for the damage and for such maintenance, repairs and replacements as may be determined necessary or appropriate by the Board. Such obligation shall be collected by way of a Special Assessment, the payment of which shall be secured by the lien provided for in Article V. An authorized representative of the Association and all contractors, repairmen or other agents employed or engaged by the Association, shall be entitled to reasonable access to each of the Lots as may be required in connection with the inspection, maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving same, or to perform any of the Association's duties or responsibilities hereunder.

ARTICLE VIII. ARCHITECTURAL AND DESIGN CONTROL

8.1 **Architectural Control Committee.** The Association shall have an Architectural Control Committee, which shall be the Developer until Developer has sold ninety-five percent (95%) of the Lots restricted by this Declaration to third parties, or until such time as Developer relinquishes such right to the Association. Thereafter, members of the ACC shall consist of three (3) persons who shall be appointed by the Board. Persons appointed to the ACC, other than those persons appointed by the Developer, must be Association Members or satisfy such other requirements as may be set forth in Design Standards. The Developer voluntarily may (but shall

not be required to) permit Association Members to appoint one or more members of the ACC at any time.

8.2 The Design Standards.

(a) Landscaping. Each Lot, when first improved for occupancy, shall be landscaped with at least one (1) shade tree of a hardwood nature, at least six feet (6') in height planted in the front yard of each Lot. All ground areas shall be covered with sod rather than seeding.

(b) Hard Surfaces. All paved surfaces shall be of high quality finish such as brick, concrete or other permanent material approved by the ACC. Asphalt paving shall not be acceptable.

(c) Construction Period Requirements. During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites: (i) no dumping of construction materials, waste or trash shall occur in the Subdivision; and (ii) each Lot shall be maintained in a clean and orderly manner during construction. Erosion shall be controlled on each Lot in a manner complying with City requirements.

(d) Residence Design. The design of each residence shall be subject to the approval of the ACC. Colors, materials, finishes and building forms shall be in conformity with the requirements hereof and integrated with the particular landscape and with neighboring sites, particularly with regard to drainage and views. No modular homes or prefabricated walls or houses will be allowed to be built on a Lot or moved on to a Lot from any other site.

(e) Exterior Materials and Colors. Residences shall be faced on all sides with quality materials, which shall be subject to the approval of the ACC. All residences are to be painted with earth tone colored paint on the exterior walls. Roofs shall be Timberline (Weathered Gray) or other equal or similar roofing having at least a twenty-five (25) year warranty.

(f) Garages. Each residence must have an attached, fully enclosed side, rear or front entry garage for not less than two and not more than four vehicles. Garages shall have the same architectural treatment and be constructed of the same materials as the house.

(g) Construction, Location, and Size Limitations. Construction of a residence must be commenced within two (2) years of the purchase of a Lot. If additional time is necessary, i.e. under special circumstances or if one Owner has purchased multiple lots, permission may be granted by the ACC. Once commenced, construction will be diligently pursued to completion and residence may not be left in an unfinished condition for more than thirty (30) days without written approval from the ACC. Minimum square footage requirements for residences shall be in compliance with Classification E of Section 402.4 of the City of Pleasant Hill Subdivision Regulations, as set out below:

- (i) One (1) story and split level residences shall have a minimum ground floor area of at least 1400 square feet;
- (ii) One and one-half (1 ½) story residences shall have a minimum ground floor area of at least 1000 square feet;
- (iii) Two (2) story residences shall have a minimum ground floor area of at least 750 square feet;

In calculating the foregoing minimum square footage requirements, unfinished basements, finished basements without walkouts, porches, decks, overhangs and garages shall not be considered. All residences and other improvements shall be located on each Lot as approved by the ACC and in full compliance with any setback lines, side yard or restrictions shown on the applicable Plat. All residences shall be subject to a ten percent (10%) side yard set back at the building line, with a minimum side yard set back of at least seven and one-half (7 1/2) feet.

(h) **Swimming Pool and Other Amenities.** Above ground or above grade swimming pools and external or outdoor hot tubs or spas may be allowed on any Lot. The pool or hot tub must be surrounded by either a patio, deck or landscaping, and the yard must be fenced with a six foot (6') privacy fence. The ACC shall have the right to approve and designate any appropriate screening for such permitted installations. Any decorative pond or pool would require the approval of the ACC.

(i) **Fencing.** All fencing and walls (including, without limitation, the composition and location thereof) shall be subject to the approval of the ACC, which shall give consideration to maintaining the free and unobstructed flow of storm water discharge. Chain link fencing is prohibited, with preference for four to six-foot high wood fencing. The ACC must give prior approval for any other type of fencing.

8.3 **Review Process.** Signed, written approval by the ACC shall be required prior to the undertaking of any site improvements, construction or installation, including clearing, grading, paving, signs, structures, landscaping and building and additions or alterations. Submission to the City for building permits or site plan approval shall not be made until final plans have been approved by the ACC. The review of each complete submission and notification of recommendations or approval will be provided in writing to the Owner within ten (10) days of such complete submission.

8.4 **Interpretation and Waiver.** The ACC's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved. In order to meet special situations that may not be foreseen, it may be desirable from time to time for the ACC to allow variances of certain requirements; however, such variances shall not be considered precedent setting. All approvals and consents of the ACC shall be in writing, and oral approvals or consents shall be of no force or effect.

8.5 **Architectural Control Committee Authority and Limits of Liability.** No residence, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained within the Subdivision, except in compliance with plans and specifications therefor which have been submitted to and approved by the ACC. By its approval of plans and

specifications, the ACC shall not be deemed to have warranted or approved the same for engineering design safety, or for compliance with zoning, health and building ordinances. Neither the ACC, the members thereof, the Association, any of its members, its officers, its Board nor the Developer assumes any liability or responsibility therefor, or (i) for any defect in any structure constructed from such plans and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (iii) the development of any property within the Subdivision.

8.6 **Authorized Builders.** The Developer, while in control of the Association and Board pursuant to this Declaration, reserves the right to approve or disapprove of any builder intending to construct a residence.

8.7 **Public Approvals.** All pertinent requirements of public agencies must be followed in the development of the Subdivision, and the appropriate departments of the City must approve all plans. Each Owner must verify code requirements at the time of purchase and development. Although based in part on local zoning and subdivision regulations, the Design Standards may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which this criteria is at variance with public agency requirements, the more restrictive regulations shall govern. The City will make final legal approvals permitting development and occupancy of the property.

ARTICLE IX. USE AND OCCUPANCY RESTRICTIONS

9.1 **Residential Use.** Each Lot within the Subdivision may be used only for single-family residential purposes and no other. No business or commercial building may be erected on any Lot and no business or commercial enterprise, or other non-residential use, may be conducted on any part thereof; provided, however, home offices, home daycares, and similar ancillary uses will be allowed, so long as such use does not generate an unacceptable amount of parked vehicles on the street and such use is in compliance with all applicable City codes and ordinances. No temporary buildings, structures, or trailers may be erected, placed or maintained on any Lot, except as expressly permitted by, and in compliance with, the Design Standards. Nothing herein contained shall be deemed to limit the Developer's rights as set forth in this Declaration.

9.2 **Violation of Law, Rule or Ordinance.** No Owner or Association Member shall permit anything to be done or kept on his Lot which would be in violation of any law, rule or ordinance.

9.3 **Signs.** No sign of any kind shall be displayed to the public view, or from any Lot without the approval of the Association, or the ACC, except: (a) such signs as may be used by Developer in connection with the development and sale of Lots in the Subdivision; (b) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; or, (c) such signs as may be required for traffic control and regulation of streets of the Subdivision. Notwithstanding the foregoing, standard "For Sale" signs as commonly used by realtors in the

Pleasant Hill, Missouri market area, shall be permitted during periods in which individual Lots are offered for sale by Owners

9.4 **Animals.** No animals, including horses or other domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred, or maintained, on any Lot, except a reasonable number of commonly accepted household pets in accordance with the Rules. In no event shall any domestic pet be allowed to run free away from its Owner's Lot, without a leash, or so as to create a nuisance. No dog runs shall be allowed on any Lot.

9.5 **Nuisances.** No Owner or Member shall permit or suffer anything to be done or kept about or within his Lot, or on or about, any portion of the Subdivision, which will obstruct or interfere with the rights of other Owners, Association Members, Occupants, or Persons, or commit, or suffer any illegal act to be committed therein. Each Owner or Association Member shall comply with the Rules, the requirements of all health authorities and other governmental authorities having jurisdiction over the Subdivision.

9.6 **Boats and Motor Vehicles.** No boats, trailers, buses, motor homes, campers, or other vehicles shall be parked or stored in, or upon a Lot except within an enclosed garage, and except that an Owner shall be allowed to park such vehicles in his driveway for up to ten (10) consecutive days, but not more than sixty (60) days in any one calendar year. Nothing shall be parked on the streets in the Subdivision except as may be permitted by the City, or in such parking areas as may be designated by the Association. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the Owner thereof in any manner consistent with law.

9.7 **Unlicensed Vehicles.** No Owner shall be allowed to park an unlicensed vehicle or vehicle in disrepair in the driveway or on the lawn of a Lot.

9.8 **Lights.** No spotlights, floodlights, or other high intensity lighting, shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots.

9.9 **Antennas.** No external radio, television or other antennas of any kind or nature (including, but not limited to "large satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any Lot. A maximum thirty-six inch satellite dish may be installed on the back or side portion of a residential dwelling located on a Lot.

9.10 **Garbage.** No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. No incinerators shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. No trash shall be set out any earlier than twenty-four (24) hours prior to the designated trash collection day.

9.11 **Safe Condition.** Without limiting any other provision in this Article, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair, and

shall correct any condition or refrain from any activity which might interfere with the reasonable safety of others. Except for barbecues, in properly constructed barbecue pits or grills, and fire pits in compliance with the Rules and the applicable Design Standards, no open fires shall be permitted on any Lot, nor shall any other similar activity or condition be permitted.

9.12 **No Obstructions to Drainage.** No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage or flow of storm water without the written consent of the ACC. No non-permanent structures, including fences, may be erected in those areas which contain any underground closed conduit storm drainage facilities.

9.13 **Outbuildings.** An outbuilding or other detached structure may be erected on any Lot with the prior approval and consent of the ACC. Such outbuilding shall be a maximum of 8' x 12', or 96 square feet in size. The ACC shall approve the location and materials of such outbuilding. The materials are to be similar in quality and color to those used on the residence (i.e., roof, paint, siding, etc.).

9.14 **Rental of Lots.** An Owner who leases his Lot to any Person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration and the Articles, Bylaws, Rules and Design Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.

9.15 **Basketball Goals.** Freestanding basketball goals may be erected without the prior written consent of the ACC. No basketball goal will be attached to any building but shall be freestanding.

9.16 **Enforcement.** The Association, or its authorized agents, may enter any Lot on which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. Such expenses and such fines as may be imposed pursuant to the Bylaws, Rules or Design Standards, shall be a Special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of Article V hereof. All remedies described in Article XII hereof and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner, Association Member, Occupant or other Person of any provision of this Article IX.

9.17 **Modification.** The Developer, or the Association, may modify or waive the restrictions in this Declaration or otherwise restrict and regulate the use and occupancy within the Subdivision and the Lots pursuant to reasonable rules and regulations of general application within the subdivision adopted by the Developer or Board from time to time.

ARTICLE X. RIGHTS OF FIRST MORTGAGEES

10.1 **Liability for Prior Assessments.** A First Mortgagee who comes into possession or becomes record Owner of a mortgaged Lot by virtue of foreclosure of a First Mortgage, or

assignment in lieu of foreclosure or any third-party purchaser at a foreclosure sale or trustee's sale, will not be liable for such Lot's unpaid dues, charges or Assessments which may accrue prior to the time such First Mortgagee or third-party purchaser comes into possession of such Lot. Any such unpaid dues, charges or Assessments against the Lot foreclosed may be deemed to be a Common Expense. Nevertheless, in the event the Owner or Association Member against whom the original Assessment was made is the purchaser, (or redemption purchaser), the lien shall continue in effect and may be enforced for the respective Lot's Assessment that was due prior to the final conclusion of any such foreclosure or equivalent proceedings. Further, any such unpaid Assessment shall continue to exist as the personal obligation of the defaulting Association Member (and the defaulting Owner of the respective Lot) to the Association, and the Board may use reasonable efforts to collect the same from said member and/or Owner even after he is no longer a member of the Association or the Owner of the Lot.

10.2 **Enforcement After Foreclosure Sale.** An action to abate the breach of any of these covenants, conditions, restrictions, and reservations may be brought against the purchasers trustee's sale (or through any equivalent proceedings), and the successors in interest to said purchasers, even though the breach existed prior to the time said purchaser acquired an interest in such Lot.

10.3 **Subject to Declaration.** At such time as the First Mortgagee, or any other Mortgagee, shall come into possession of or become record Owner of a Lot, such Mortgagee shall be subject to all the terms and conditions of this Declaration including, but not limited to, the obligation to pay all Assessments and charges accruing thereafter in the same manner as any other Owner.

ARTICLE XI **EXEMPTION OF THE DEVELOPER FROM RESTRICTIONS**

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Developer, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Lots, or any part of the Subdivision.

ARTICLE XII **REMEDIES**

12.1 **General Remedies.** In the event of any default by any Owner, Association Member, Occupant or other Person under the provisions of this Declaration, or any other declaration or documentation contemplated hereby, the Association or the Developer or the successors, assigns, or agents of either, shall have each and all of the rights and remedies which may be provided for in this Declaration, or any other declaration or documentation contemplated hereby; or which may be available at law or equity, and may prosecute against such defaulting Owner, Association Member, Occupant, or other Persons for an injunction, whether affirmative

or negative, or for enforcement or foreclosure of the lien herein provided and the appointment of a receiver for the Lot, or for damages, or performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Lot and to rent the Lot and apply the rents received to payment of unpaid Assessments and interest accrued thereon, and to sell the same as hereinafter in this Article XII provided, or for any combination of remedies, or for any other relief, all without notice and without regard to the value of the Lot or the solvency of such Owner or Association Member. The proceeds of any such rental or sale shall first be paid to discharge court costs, other litigation proceeding and sale, and all such items shall be taxed against the defaulting Association Member in a final judgment.

Any balance of proceeds after satisfaction of such charges and any unpaid Assessments hereunder or any liens shall be paid to the Owner or Association Member. Upon the confirmation of the sale, the purchasers thereupon shall be entitled to a deed to the Lot and to immediate possession of the Lot and may apply to the court for a writ of restitution for the purpose of acquiring such possession, and it shall be a condition of any such sale and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

12.2 **Expenses of Enforcement.** All expenses of the Association, or the Developer in connection with any action or proceeding described or permitted by this Article XII, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon, until paid at the Default Rate of Interest, shall be charged to and assessed against such defaulting Owner or Association Member, or other Person. The Association and the Developer, and any permitted manager or managing agent, if so authorized, shall have all expenses in connection therewith charged to and assessed against such defaulting Owner, Association Member, or other Person as a Special Assessment against the defaulting Owner or Association Member, or such other Person requiring the injunction against the Owner or Association Member, or such other Person requiring the defaulting Owner, Association Member, or other person to comply with the provisions of this Declaration, or any other declaration document contemplated hereby, and granting other appropriate relief, including money damages.

12.3 **In Action.** In addition to any other remedies available under this Article XII, if any Owner or Association Member (either by his conduct or by the conduct of any Occupant of his Lot or family member, guest, invitee or agent) shall violate any of the provisions of this Declaration or any other document contemplated hereby, as then in effect, then the Association shall have the right to file an action against the Owner or Association Member for a judgment, or injunction, or other action granting other appropriate relief, including money damages.

12.4 **Effect on First Mortgage.** Anything to the contrary herein notwithstanding, any breach of any of the covenants, restrictions, reservations, conditions and servitudes provided for entry to reason thereof, shall not defeat or adversely affect the lien of any First Mortgage upon any Lot but, except as herein or therein specifically provided, each and all of said covenants, shall bind any lessee or Owner of a Lot whose title thereto is acquired by foreclosure, sale, deed in lieu of foreclosure, or otherwise.

12.5 Limitation on the Developer's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that Developer (including without limitation any assignee of the interest of the Developer hereunder) shall have no personal liability to the Association, any Owner, Association Member or other Person, arising under, in connection with, or resulting from action or failure to act with respect to this Declaration. In the event of a judgment against the Developer (or any assignee thereof), no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor, except to the extent of its interest in the Subdivision.

ARTICLE XIII. AMENDMENT

13.1 Amendments to Declaration. Amendment to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Amendments, other than amendments made by the Developer under Section 13.3 hereof, shall require a vote, at a duly called meeting of the Members, of two-thirds of all of the Association Members, or without any meeting if all Association Members consent in writing to such amendment. An amendment adopted by the Association Members shall bear the signature of the President and shall be attested by the Secretary of the Association, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Amendment to Declaration in the appropriate governmental office. Any amendment to this Declaration properly adopted will be completely effective upon recording of the Amendment to Declaration in the appropriate governmental offices. Any amendment to this Declaration properly adopted will be completely effective to amend any and all of the covenants, conditions and restriction contained herein which may be affected.

13.2 Required Approvals. Notwithstanding the provisions of the foregoing sections of this Article XIII:

(a) If this Declaration or any applicable provision of law requires the consent or agreement of additional parties, or a specified percentage thereof, for any action specified in this Declaration, then any instrument changing, modifying or rescinding such provision shall require the consent of any such parties, as required by this Declaration or by said law.

(b) Until ninety-five percent (95%) of all the Lots in the Subdivision, as it exists from time to time, have been sold to third parties, this Declaration may not be amended by the Association Members pursuant to this Article XIII without the written consent of the Developer, which consent may be withheld for any reason.

13.3 Developer's Right to Amend. Notwithstanding any other provision of this Article XIII, until ninety-five percent (95%) of all the Lots in the Subdivision as it exists from time to time, have been sold to third parties, the Developer reserves the right to amend, in whole or in part, this Declaration without the approval of the Board or the Association Members; provided, however, that no such amendment shall have the effect of changing the plat of an Owner's Lot without the consent of the Owner.

ARTICLE XIV.
GENERAL PROVISIONS

14.1 **Term.** This Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until January 1, 2028. Thereafter, unless one (1) year prior to January 2, 2028, there shall be recorded an instrument directing the termination of this Declaration signed by at least two-thirds (2/3) of all Association Members then entitled to vote, this Declaration shall be automatically continued without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years each; provided that within one (1) year prior to the expiration of any such ten (10) year period, this Declaration may be terminated as set forth in this Section.

14.2 **Notices.** Notices provided for in this Declaration, or the Bylaws, or Rules shall be in writing and shall be addressed to the Association at the address specified in the Bylaws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Association Members at such time. All notices to Association Members shall be to the last address shown on the records of the Association. Any Association Member may designate a different address or addresses for notices to it by giving written notice of its change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

14.3 **Captions and Exhibits: Construction.** Captions given to various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any exhibit referred to herein is incorporated as though fully set forth where such reference is made. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subdivision as herein above set forth.

14.4 **Severability.** If any provision of this Declaration, the Articles, Bylaws, Rules, or Design Standards, or any section, clause, sentence, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the Articles, Bylaws, Rules, or Design Standards, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of this Declaration, the Articles, Bylaws, Rules, or Design Standards shall be construed as if such invalid part were never included therein.

14.5 **Rule Against Perpetuities.** If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provision shall continue until 21 years after death of the survivor of the now living descendants of George W. Bush.

14.6 **Mortgage of Lots.** Each Owner shall have the right, subject to the provisions hereof, to make separate Mortgages of his respective lot. No Owner or Association Member

shall have the right or authority to make, or create, or cause to be made or created any Mortgage, or other lien or security interest, on or affecting the Subdivision or any part thereof, except only to the extent of his Lot.

14.7 **Power of Attorney.** Whenever the Association is granted rights, privileges or duties in this Declaration, the Developer (and then the President of the Association after 95% of all Lots have been sold by the Developer to third parties) shall have the authority to act for the Association, unless such right and power is hereby expressly reserved to the Board. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do any act which may at any time be deemed to require the act of an Owner or Association Member, the Owners and Association Members and each of them hereby constitute and appoint the Developer or President as their attorney-in-fact, as may be appropriate, for the purposes of taking such action or doing such acts including, but not limited to, executing, acknowledging and delivering any instruments or documents necessary, appropriate or helpful for such purposes. It is acknowledged that this power of attorney is irrevocable and coupled with an interest and by becoming an Association Member, or by the acceptance of a deed for a Lot, or by succeeding in any other manner to the ownership of a Lot, or any interest therein, each Owner and Association Member shall be deemed and construed to have ratified and expressly granted the above power of attorney.

ARTICLE XV. RIGHTS AND OBLIGATIONS

15.1 **Acceptance of Declaration.** Each grantee of the Developer, by the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, or each purchaser under any agreement of sale, or each Person acquiring a membership in the Association, and the heirs, successors and assigns of the foregoing Persons, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of any such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or instrument evidencing or creating such interest.

15.2 **Refunds to Developer.** As conditions precedent to the development of the Subdivision, Developer has been required to pay to the City of Pleasant Hill and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer agrees to hold harmless the Developer or any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, any refund or return of same to the Developer notwithstanding; it is

EXHIBIT "A"

A TRACT OF LAND SITUATED IN THE EAST HALF OF SECTION 8 TOWNSHIP 46, RANGE 30, PLEASANT HILL, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SAID SECTION 8; THENCE N 88° 32'51" W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1360.54 FEET TO THE POINT OF BEGINNING; THENCE S 02°53'12"W, 546.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE AND HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 95.37 FEET TO A POINT OF TANGENCY; THENCE S 63°36'02"W, 466.20 FEET; THENCE N 26°23'58"W, 99.00 FEET; THENCE N 43°24'53"W, 42.67 FEET; THENCE N 52°24'54"W, 133.22 FEET; THENCE N 12°45'52"W, 200.98 FEET; THENCE N 02° 56'29"W, 244.93 FEET; THENCE N 09°48'56"W, 157.27 FEET; THENCE N 26°42'19" W, 158.47 FEET; THENCE S 55°22'53"W, 85.52 FEET, THENCE N 44°48'51" W, 177.12 FEET; THENCE N 02°13'54" W, 64.55 FEET; THENCE N 40°48'25"E 139.16 FEET; THENCE N 00°00'00", 85.54 FEET; THENCE N 84°06'15"E, 109.05 FEET; THENCE N 02°32'43"W, 141.45 FEET; THENCE N 72° 29'01"E, 742.75 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT TANGENT THE PRECEDING COURSE AND HAVING A RADIUS OF 1111.28 FEET, AN ARC DISTANCE OF 177.99 FEET; THENCE S 02° 53'12"W, 955.34 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 50, WILLOW CREEK 1ST PLAT, A SUBDIVISION AS RECORDED IN PLEASANT HILL, CASS COUNTY, MISSOURI; THENCE SOUTH 54 DEGREES 56 MINUTES 36 SECONDS EAST, 126.64 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 54 SECONDS EAST, 62.87 FEET; THENCE NORTH 44 DEGREES 48 MINUTES 51 SECONDS WEST, 17.00 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 54 SECONDS WEST, 64.55 FEET; THENCE NORTH 40 DEGREES 48 MINUTES 25 SECONDS EAST, 139.16 FEET; THENCE NORTH 00 DEGREE 00 MINUTE 00 SECOND EAST, 85.54 FEET; THENCE NORTH 84 DEGREES 06 MINUTES 15 SECONDS EAST, 109.05 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 43 SECONDS WEST, 141.45 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 01 SECOND WEST, 430.28 FEET; THENCE SOUTH 17 DEGREES 39 MINUTES 43 SECONDS EAST, 274.97 FEET, RETURNING TO THE POINT OF BEGINNING.

(20) |

Expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date and year first above written.

RIDGE TREE DEVELOPMENT, L.L.C.
A Missouri limited liability company

By: [Signature]
Randall S. Gish, President

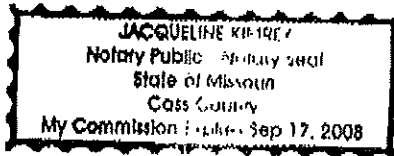
STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this 21st day of October, 2005, before me, the undersigned, a Notary Public, personally appeared Randall S. Gish, Executive Member of Ridge Tree Development, L.L.C., a Missouri limited liability company, known to me to be the person described in and who executed and said Executive member acknowledged said instrument to be the free act and deed of said limited liability company and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the day and year last above written.

[Signature]
Notary Public

My commission expires:



(2/6)

BYLAWS
OF
RIDGE TREE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
OFFICES & RECORDS

Section 1. Corporate Offices. The principal office of the Association in the state of Missouri shall be located in the County of Cass. It may have such other offices, either within or without the State of Missouri, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

Section 2. Registered Office. The Association shall have and continuously maintain in the State of Missouri a registered office, and the registered agent whose office is identical with such registered office. The registered office of the Association in the State of Missouri, as required by statute, may be changed from time to time by the Board of Directors, and may be the same as the Association's principal office in the State of Missouri. Unless and until the Board of Directors otherwise designates, the registered office shall be the same as the principal office.

Section 3. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, his agent, or his attorney for any proper purpose at any time.

ARTICLE II
DEFINITIONS

The following terms, when used in these Bylaws, or in any supplemental Bylaws made effective against the Property according to law, and when the first letters thereof are capitalized, shall have the following meanings (except as otherwise expressly provided or unless the context otherwise requires):

Section 1. Annexation Property. "Annexation Property" shall mean and refer to such real property owned or acquired by the developer and not yet subject to these Bylaws which are integrated by the Developer into the development plan, and made subject to the scheme of these Bylaws.

Section 2. ARC. "ARC" shall mean and refer to the Architectural Review Committee, which shall have the duties and functions specified herein.

Section 3. Assessable Property. "Assessable Property" shall mean and refer to the Property, together with all permanent structural improvements thereon, except such part or parts as may from time to time constitute "Nonassessable Property."

Section 4. Assessment. "Assessments" shall have the meaning specified herein and shall include Monthly or Annual Assessments and Special Assessments as such terms are herein defined.

Section 5. Association. "Association" shall mean and refer to RIDGE TREE HOMEOWNERS ASSOCIATION, INC., a not-for-profit Missouri corporation, or any successor thereof, charged with the duties and obligations set forth herein.

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

Section 7. Common Property. "Common Property" shall mean and refer to the improved or unimproved real property, together with the Structures, Streets, Sidewalks and personal property located thereon in which the Association or the Developer owns an interest as designatee for the common use and enjoyment of the Owners, as such areas may be depicted on any recorded subdivision plat of the Property, or portion thereof, as "Common Property" or by similar designation.

Section 8. Completed Unit. "Completed Unit" shall mean and refer to a Living Unit upon which construction is completed and which has been or is, in fact, occupied.

Section 9. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for RIDGE TREE SUBDIVISION recorded the 21st day of January, 2005, in the office of the Recorder of Deeds for Cass County, Missouri, as the same may from time to time be supplemented or amended in the manner prescribed herein.

Section 10. Developer. "Developer" shall mean and refer to RIDGE TREE DEVELOPMENT, LLC, a Missouri limited liability company, and its successors and assigns.

Section 11. Development Guidelines. "Development Guidelines" shall mean and refer to the rules, regulations and policy statements adopted, promulgated and amended by the Developer and enforced by the ARC pursuant to the Declaration of Covenants, Conditions, and Restrictions for RIDGE TREE SUBDIVISION.

Section 12. Development Period. "Development Period" shall mean and refer to the period of time commencing upon the execution date of the Declaration of Covenants, Conditions and Restrictions for RIDGE TREE SUBDIVISION, and terminating upon the occurrence of the earlier of: (a) the date Developer ends the Development Period; or (b) the date Developer sells more than ninety-five percent (95%) of all of the Lots and all of the parcels of land located or to be located within the Development Plan.

Section 13. Development Plan. "Development Plan" shall mean and refer to the Developer's plans for the development of the RIDGE TREE SUBDIVISION community which shall be residential, and which plans may from time to time be amended, expanded, changed, abandoned, or implemented and include each and every plat and all amendments thereto, which may be filed with respect to any portion of the land within the Development Plan.

Section 14. Director. "Director" shall mean and refer to a member of the Association Board.

Section 15. Easement Area. "Easement Area" shall mean that real property or portion of real property described within an easement on the Plat, plats, or maps filed in accordance with the Development Plan.

Section 16. Living Unit. "Living Unit" shall mean and refer to any Structure or portion of a Structure situated upon any Lot designed and intended for use and occupancy as a residence by a single person or a single family.

Section 17. Lot. "Lot" shall mean and refer to any plot or parcel of land shown on the Plat or plats or subdivision map of an part of the Property or any other lot or parcel of land constituting part of the Property.

Section 18. Member. "Member" shall mean and refer to every person or entity holding membership in the Association, as set forth herein.

Section 19. Nonassessable Property. "Nonassessable Property" shall mean and refer to all land designated "Common Property" or with a similar common property designation upon the Plat, and map or plats of any part of the Property.

Section 20. Nonresidential Property. "Nonresidential Property" shall mean and refer to any Property or building or any portion of a building which has a nonresidential use and which is situated on Assessable Property. Structures constructed with Living Units shall be considered "residential."

Section 21. Owner. "Owner" shall mean and refer to any person or entity holding record title to the fee interest of any Lot or Living Unit. "Owner" shall include a contract for deed seller, but shall exclude a person having an interest merely as security for the performance of an obligation.

Section 22. Plat. "Plat" shall mean and refer to two (2) certain RIDGE TREE SUBDIVISION Plats recorded on the 7th day of September, 2005 as File Number 337839 in Book 00019, Page 0068 and on the 7th day of July, 2006 as File Number 362551 in Book 00020, Page 0039, in the office of the Recorder of Deeds for Cass County, Missouri, together with all other plats recorded in respect of the Property.

Section 23. Property. "Property" shall mean and refer to that certain real property described more particularly in the Declaration, together with such Annexation Property as the Developer may at its option, but without obligation, make subject to the Declaration.

Section 24. Residential Area. "Residential Area" shall mean and refer to Lots 1 through 86, RIDGE TREE SUBDIVISION, a subdivision in Cass County, Missouri, according to the recorded plat thereof, together with Lots within the Annexation Property which may be specifically designated as "Residential Area" in any Declaration of Annexation.

Section 25. Restriction. "Restriction" shall mean and refer to any covenant, restriction, easement, charge, assessment, lien, or other obligation created or imposed by the Declaration of Covenants, Conditions, and Restrictions for RIDGE TREE SUBDIVISION.

Section 26. Right of Action. "Right of Action" shall mean and refer to any legal action allowed under the State of Missouri, including but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, attorneys' fees, and damages.

Section 27. Structure. "Structure" shall mean and refer to:

(a) any thing or object, trees and landscaping, the placement, size, shape, color, height, and quality of which upon any Lot may affect, in the opinion of the ARC, the appearance of such Lot, including but not limited to, any building or part thereof, garage, porch, greenhouse or bathhouse, covered or uncovered patio, fence, curbing, paving, wall, fence, hedge, sign, appurtenance, or any temporary or permanent improvement to such Lot; and

(b) any excavation, fill, ditch, diversion dam, retention basin, or other thing or device which affects or alters the natural flow of waters from, through, under, or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, ways, or drainage channel from, upon, or across any Lot; and

(c) any change in the grade of any Lot of more than four (4) inches.

ARTICLE III MEMBERSHIP

Section 1. Membership in the Association.

(a) Each Owner (notwithstanding the number of Lots owned) shall be entitled to one (1) Association Membership and one (1) vote in the Association so long as the Owner remains an Owner of such Lot(s), and such Owner shall specify in writing to the Association the name of the individual who holds the Association Membership. Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common Owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular,

joint or common ownership of a Lot shall entitle the Owners to a total of one (1) vote, to be exercised in whatever manner they shall jointly determine.

(b) A builder of a residence on a Lot, although an Owner, shall not be entitled to any vote in the Association unless such builder occupies the Living Unit as such builder's sole place of residence.

(c) Subject to the provisions of this Section, once an Owner has been specified as a Member, a successor Member may only be specified upon at least fifteen (15) days' notice to the President of the Association.

(d) A Membership shall not be transferred, pledged, or alienated in any way, except as expressly provided in these Bylaws. Subject to the provisions of these Bylaws, an Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage, or other legal process transferring fee simple title to such Lot.

(e) Subject to the provision of the Declaration and these Association's Bylaws, the Association Board may make, amend, or rescind such rules and regulations as it deems advisable at any meeting of Members, by Association vote, referendum, or election.

Section 2. Voting Rights.

(a) Classes of Members. The Association shall have two (2) classes of members.

(b) Class A Membership. Class A Members shall be all those Owners as defined in Article II with the exception of RIDGE TREE DEVELOPMENT, LLC. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(c) Class B Membership. The Class B member shall be RIDGE TREE DEVELOPMENT, LLC. The Class B member shall be entitled to approve and exercise veto power in conjunction with all actions by the members of the Association Board of Directors, so long as Class B membership holds ownership in Five Percent (5%) of the platted subdivision Lots. The Class B membership shall cease and be converted to a Class A membership in the event the Class B membership owns less than five percent (5%) of the platted subdivision Lots. Said approval and veto privilege may be exercised by any of the members of RIDGE TREE DEVELOPMENT, LLC.

Section 3. Suspension of Membership and Rights of Enjoyment. The Association Board may suspend the voting rights of Members and the rights of enjoyment of any Member or user of the Common Property and the services offered thereon who:

(a) is subject to a Right of Action by reason of having failed to take reasonable steps to remedy a violation or breach of the Declaration within the number of days specified in a written notice given by the Association Board after such violation or breach; or

(b) has allowed any Assessment levied by the Association pursuant to this Declaration to become delinquent; or

(c) has failed to pay any user fee or charge levied by the Association when due and payable; or

(d) has violated any rules and regulations adopted by the Association Board governing the use and enjoyment of the Common Property or services thereon.

Such suspension shall be for the balance of the period in which the conditions set forth in subsection (a), (b), (c), and (d) of this Section 3 exist.

Section 4. Termination of Membership. No Owner shall continue to be a Member after he ceases to hold a qualifying interest in any Lot. No Member may avoid his obligations under this Declaration by declining to use Common Property, abandoning his Lot, or by any other act of abandonment or renunciation.

ARTICLE IV DIRECTORS

Section 1. General Powers. The powers of the Association shall be vested in, exercised by, and under the authority of, a Board of Directors consisting of no less than three (3) persons. The Association Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association.

Each director shall be a natural person of full age. A director shall be a Member in good standing. A director need not be a citizen of the United States or a resident of the State of Missouri. Unless and until changed by the Board of Directors as hereinafter provided, the number of Directors to constitute the Board of Directors shall be the same number as that provided for the first Board in the Articles of Incorporation. The Board of Directors, to the extent permitted by law, shall have the power to change the number of Directors, provided that any notice required by law of any such change is duly given. The initial Board of Directors shall be divided into three categories as follows: (a) one (1) member shall be elected to serve for a term of one (1) year; (2) one (1) member shall be elected to serve for a term of two (2) years; and (c) one (1) member shall be elected to serve for a term of three (3) years. Thereafter, the term of each group shall be a term of three (3) years or until their successors are elected and qualified. No Director shall serve more than three (3) consecutive terms. Directors who have served three consecutive terms are not qualified for re-election or appointment until one has passed. A Director shall resign if at any time he or she fails to qualify as a Member in good standing.

Section 2. Vacancies. In the case of the death, resignation, or disqualification of one or more of the Directors, a majority of the survivors or remaining Directors may fill the vacancy or vacancies, provided, however, that if the Directors do not fill the vacancy or vacancies within thirty days the Members shall have the right to fill the same. Any Director elected or appointed to fill an unexpired term shall serve the remainder of the term he fills.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board. The Board of Directors may hold additional regular meetings either within or without the State without notice other than 10 days written notice to each Director.

Section 4. Special Meetings. The President or the majority of the Directors may call special meetings of the Board of Directors and may fix the time and place for the holding of such meetings within or without the state.

Section 5. Notice of Meetings. Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. Any Director may waive notice of any meeting. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any Director may waive notice of any meeting. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting. Notice of any special meeting of the Board of Directors shall be given at least ten (10) days in advance by written notice delivered personally or sent by mail or telegram to each Director at his address shown by the records of the Association. If given by mail, notice shall be deemed given as of the day deposited in the mail.

Section 6. Meeting by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted by the Articles of Incorporation, these Bylaws, or any law, members of the Board or of any committee designated by the Board may participate in a meeting of the Board or its committees by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business. If less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8. Action. The concurrence of the majority of the Directors present in any meeting at which a quorum is present shall bind the Association.

Section 9. Action in Lieu of Meeting. Unless otherwise restricted by the Articles of Incorporation, the Bylaws, or any law, any action required to be or that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken

shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Directors shall have the same effect as a unanimous vote and may be stated as such in any document describing the action taken by the Board of Directors.

Section 10. Voting. Notwithstanding anything in this Article IV or elsewhere in these Bylaws or the Declaration of Covenants, Conditions and Restrictions for RIDGE TREE SUBDIVISION, to the contrary, the Developer shall maintain absolute and exclusive control over the Association, the Association Board and the ARC, including appointment and removal of the President and all officers of the Association, all Directors of the Association Board and all members of the ARC until more than ninety-five percent (95%) of the Lots in the Development Plan (as it exists from time to time) have been sold to Owners other than builders. Until such time, only the Developer shall be entitled to cast any vote with respect to the election and removal of the Associations officers, Directors and members of the ARC, or any other matter requiring the vote or approval of the Association Board of Members. The Developer may voluntarily (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Article.

Section 11. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at such regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Association in another capacity and receiving compensation therefor.

Section 12. Indemnification and Liability of Directors and Officers. Each person who is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director or officer of any other Association (including the heirs, executors, administrators or estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a Director or officer of the Association or, if serving at the request of the Association, as a Director or officer of another Association. The indemnification provided by this Bylaw provision shall not be exclusive of any other right to which those indemnified may be entitled under any other Bylaw or under any agreement, vote of Members or disinterested Directors or otherwise, and shall not limit in any way any right which the Association may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the Association for any loss, damage, liability, or expense suffered by it on account of any action taken or omitted to be taken by him as a Director or officer of the Association, or of any other Association which he serves as a director or officer at the request of the Association, if such person: (i) exercised the same degree of care and skill as a prudent man would have exercised under the circumstances in the conduct of his own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the Association, or for such other Association, or upon statements made or information furnished by Directors, officers, employees or

agents of the Association, or of such other Association, which he had no reasonable grounds to disbelieve.

ARTICLE V ANNUAL MEETING

Section 1. Annual Meeting. An annual meeting of the Members shall be held at a location designated by the Board of Directors on the fourth Monday of April, at 7:00 p.m. for the purpose of electing Directors and for the transaction of such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Missouri, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for the annual meeting, or at any adjournment hereof, the board of Directors shall cause the meeting to be held at a special meeting of the Members as soon thereafter as conveniently may be, but not more than 60 days after the date of the annual meeting.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or not less than Twenty Percent (20%) of the Members entitled to vote at such meeting.

Section 3. Place of Meetings. The Board of Directors may designate the place of meeting for annual meetings or for any special meeting called by the Board of Directors.

Section 4. Notice Required. Unless such notice is waived in writing, written notice of each special meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Notice shall be given by mailing a copy of such notice, postage prepaid, or by any other method deemed appropriate by the Directors at least thirty (30) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and the purpose of the meeting. No further notice of annual meetings, other than for amendments to these Bylaws, shall be required for annual meetings, although the Secretary should use reasonable efforts to give further notice to the Members. To the extent provided by law, attendance of a Member at any meeting shall constitute a waiver of notice of such meeting.

Section 5. Informal Action by Members. When any action is required by law to be taken at a Members' meeting, such action may be taken without a meeting of Members if written consent or approval setting forth the action so taken shall be given by all the Members entitled to vote with respect to the subject matter thereof.

Section 6. Quorum. The presence at the meeting of Members entitled to cast, or of the proxies entitled to cast, more than fifty percent (50%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, these Bylaws, or Declaration of Covenants, Conditions, and Restrictions for RIDGE TREE SUBDIVISION. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote at the meeting shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 7. Members Entitled to Vote. No Member entered upon the ownership transfer books (the Association's record of Lot ownership and transfers of ownership) of the Association less than thirty days preceding the date of any meeting of the Members shall be entitled to vote at any such meeting unless the Board of Directors shall have, prior to thirty days before the date of the meeting, fixed a date within said thirty day period but not less than ten days prior to the date of the meeting for the determination of the Member entitled to vote at said meeting.

Section 8. Voting Lists. A complete list of Members entitled to vote at any meeting, arranged in alphabetical order, giving the address of each, shall be prepared at least ten days before each meeting of the Members, and the same shall be kept on file in the registered office of the Association for inspection by each Member. A copy thereof shall be open for the inspection at the time and place of the meeting during the whole period thereof. Failure to comply with the requirements of this Bylaw shall not affect the validity of any action taken at the meeting.

Section 9. Proxies. Members may vote either in person or by proxy. All proxies shall be in writing executed by the Member or by his duly authorized attorney in fact and shall be filed with the Secretary at or before the time the vote is cast, and no proxy shall be valid for more than eleven (11) months from the date of its execution unless otherwise specifically provided in the proxy.

Section 10. Removal of Directors. The Members shall have the power to remove any Director from office with or without cause at any regular meeting or special meeting expressly called for that purpose. The meeting may be held in a location as determined by a majority vote of the Board of Directors.

ARTICLE VI OFFICERS

Section 1. Officer. The officers of the Association shall consist of a President, one or more Vice-Presidents whose number shall be determined by the Board of Directors, a Secretary, a Treasurer and other such offices which may be elected in accordance with this Article. The Board of Directors, at their discretion, may from time to time elect one or more Vice-Presidents, Treasurer, and such other officers including Assistant Secretaries and Assistant Treasurers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person.

Notwithstanding anything in this Article VI or elsewhere in these Bylaws or the Declaration of Covenants, Conditions and Restrictions for RIDGE TREE SUBDIVISION, to the contrary, the Developer shall maintain absolute and exclusive control over the Association, the Association Board and the ARC, including appointment and removal of the President and all officers of the Association, all Directors of the Association Board and all members of the ARC until more than ninety-five percent (95%) of the Lots in the Development Plan (as it exists from time to time) have been sold to Owners other than builders. Until such time, only the Developer shall be entitled to cast any vote with respect to the election and removal of the Associations officers, Directors and members of the ARC, or any other matter requiring the vote or approval of the Association Board of Members. The

Developer may voluntarily (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Article.

Section 2. Election and Term of Office. All officers shall be elected annually by the Board of Directors at the annual meeting. If the election of officers shall not be held at such meeting, the same shall be held as soon thereafter as convenient but not more than sixty (60) days after the date of the annual meeting. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall be duly elected and qualified or until his death, resignation, or removal as provided by these Bylaws.

Section 3. Appointment of other Officers and Agents. The Board may also appoint, from time to time, such other officers and agents for the Association as it shall deem necessary or advisable. All appointed officers and agents shall hold their respective positions at the pleasure of the Board or for such terms as the Board may specify, and they shall exercise such powers and perform such duties as shall be determined from time to time by the Board or by an elected officer empowered by the Board to make such determination.

Section 4. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by it whenever, in its judgment, the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5. Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

Section 6. General Powers. The officers of the Association shall have such powers and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate offices, except insofar as such power and authority is limited by these Bylaws, the Declaration, Articles of Incorporation, or by resolution of the Board of Directors.

Section 7. The President.

a. The President shall be the principal executive officer of the Association and shall in general supervise all of the business and affairs of the Association as instructed by the majority vote of the Board of Directors. He shall preside at all meetings of the Members and Directors. He shall have general and active management of the business of the Association pursuant to authority granted him by the Board of Directors and shall carry into effect all directions and resolutions of the Board, and at all times shall act in the best interests of the Association.

b. He may execute, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, all bonds, notes, debentures, mortgages, deeds, contracts, and all other instruments for and in the name of the Association for which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association, and if the seal of the Association is required to be affixed thereto, to affix the

seal, except that if, by law, such instruments are required to be executed only by the President, he, alone, shall execute them. When authorized to do so by the Board, he may execute powers of attorney from, for and in the name of the Association, to such person or persons as he may deem fit, in order that thereby the business of the Association may be furthered or such action taken as may be deemed by him necessary or advisable to further the interest of the Association. Except as otherwise directed by the Board, he shall attend meetings of members of other associations to represent this Association and to vote or take action with respect to the shares of any other association owned by this Association in such manner as he shall deem to be for the interest of the Association or as may be directed by the Board.

c. The President, shall, unless the Board otherwise provides, be ex-officio a member of all standing committees. He shall have such general and concurrent executive powers and duties of supervision and management as are usually vested in the office of the chief executive of an Association. He shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time prescribed by the Board of Directors. He may divide these responsibilities, duties and authority among other officers to whatever extent he, or the Board of Directors, may deem advisable.

Section 8. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or in the event that there be more than one vice-president, the vice-presidents in the order of their election) shall have all the powers of and be subject to all the restrictions upon the President. Any vice president shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section 9. Treasurer and Assistant Treasurers.

a. The Treasurer shall be responsible for the safekeeping of the funds and securities of the Association, and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall keep or cause to be kept all other books of account and the accounting records of the Association, and shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. He shall disburse or permit to be disbursed the funds of the Association whenever and in whatever manner ordered, or authorized generally, by the Board and shall render to the chief executive officers of the Association and the Directors, whenever they may require it, an account of his transactions and of those under his jurisdiction and of the financial condition of the Association.

b. He shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors. He shall have the general duties, powers and responsibilities of a treasurer of an Association and shall be the chief financial and accounting officer of the Association.

c. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The cost, if any, of such bond shall be paid by the Association.

d. When the Treasurer is absent, disabled, or unable to act, the Assistant Treasurers, in the order of their seniority, shall perform the duties and exercise the powers of the Treasurer, and shall perform such other duties as the Board of Directors shall from time to time prescribe. If required by the Board of Directors, the Assistant Treasurers shall give a bond for the faithful discharge of their duties in such sum and with such surety or sureties as the Board of Directors shall determine. The cost, if any, of such bond shall be paid by the Association.

Section 10. Secretary and Assistant Secretaries.

a. The Secretary shall attend all sessions of the Board and all meetings of the Members and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Association to be kept for that purpose. He shall perform like duties for the executive and other standing committees when requested by the Board or a committee to do so.

b. He shall have the principal responsibility for giving or causing to be given notice of all meetings of the Members and of the Board, but this duty shall not lessen the authority of others to give such notice as is authorized elsewhere in these Bylaws. He shall maintain all books, records, lists, information, and duplicates that must be maintained at the registered or other office of the Association in Missouri or elsewhere. He shall keep in safe custody the seal of the Association, and when duly authorized to do so, shall affix the same to any instrument requiring it, and when so affixed he shall attest the same by his signature. He shall perform such other duties and have such other authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board or the President, under whose direct supervision he shall work. He shall have the general duties, powers, and responsibilities of a secretary of an Association.

c. When the Secretary is absent, disabled, or unable to act, the Assistant Secretaries, in the order of their seniority shall perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board may from time to time prescribe.

Section 11. Additional Officers. The powers and duties of any additional officers shall be prescribed by the Board of Directors when creating such offices.

**ARTICLE VII
COMMITTEES**

Section 1. Architectural Review Committee (ARC).

Section 1.1. Purpose, Powers, and Duties of the ARC. The purpose of the ARC is to assure that all proposed uses and any construction or alteration of any Structure which takes place on any Lot or any other Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in the Development Plan. To carry out that purpose, the ARC shall have all of the rights, powers, and duties conferred upon it pursuant to the provisions of this Article, including the right to approve any and all proposed uses, site plans, and Structures to be constructed on the Property, including the Common Property Improvements. The ARC shall also have the right to approve or disapprove any and all proposed external alterations or

use changes for Lots or Common Property. The ARC will not do anything which would prevent the Developer from fulfilling its obligations under the Development Plan.

Section 1.2. Composition and Appointment. The ARC shall be comprised of three (3) Members, each serving one (1) year terms. The Members shall be appointed by the Developer during the Development Period and may be employees or agents of the Developer; thereafter the members shall be appointed by a majority vote of the Association Board.

Section 1.3. Operations of the ARC.

a. Meetings. Except as otherwise provided herein, the act of such majority of Members of the ARC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ARC.

b. Activities. The ARC shall adopt, promulgate, and, as it deems appropriate, amend the *Development Guidelines* and will, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Development Guidelines of plans and specifications to be submitted for approval to the ARC.

Section 1.4. Development Guidelines.

a. As contemplated by and pursuant to the provisions of this Article, the ARC may adopt, promulgate, amend, revoke, and enforce design and development guidelines (the "Development Guidelines") for the purposes of establishing policies, requirements, standards, restrictions, and specifications with respect to the approval and disapproval of all proposed uses and with respect to all construction or alteration of any Structure on any Lot, Easement Area, or Common Property.

b. The ARC shall make a published copy of its current Development Guidelines readily available to Members and prospective Members of the Association and builders.

Section 1.5. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the ARC. Such plans and specifications submitted to the ARC shall be in such form and shall contain such information as may be required by the ARC in the Development Guidelines.

Section 1.6. Approval of Plans and Specifications. The ARC, in its discretion, is permitted to approve deviations from the Development Guidelines and from the Declaration when, in its judgment, such deviations will result in a more commonly beneficial use. Such approval must be granted in writing and when the ARC approves and grants a deviation from the Declaration, such approved deviation shall, for all purposes, amend the Declaration but only to the limited extent of such specifically-approved deviation. No approved deviation shall be deemed to act as a precedent in respect of any other requests for approvals of deviations.

Section 1.7. Disapproval of Plans and Specifications.

a. The ARC shall have the right to disapprove any plans and specification submitted hereunder as determined by the ARC in its sole judgment and discretion for any reason, including but not limited to, failure of such plans or specifications to comply with the Declaration or the Development Guidelines.

b. In any case in which the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon special conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ARC shall upon request make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

Section 1.8. Inspection Rights. After reasonable notice and at any reasonable time, any agent of the Association or the ARC may enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Structure thereon is in compliance with the provisions herein. Neither the Association, the ARC, nor any agent thereof shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

Section 1.9. Violations. If any Structure, tree, or other landscaping shall be erected, placed, maintained, or altered upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with the plans and specifications approved by the ARC pursuant to these Bylaws and the Declaration of Covenants, Conditions, and Restrictions for RIDGE TREE SUBDIVISION, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice of the violation to the Owner from the Association Board (which shall be deemed to have been delivered if sent by certified or registered mail, return receipt requested, postage paid), any such Structure, tree, or other landscaping shall be removed or altered, and any such use shall be terminated, so as to extinguish the violation. If the Owner of the Lot upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the same within the time specified within the notice, the Association shall have the right to pursue its Right of Action, together with all remedies whether at law or in equity and whether specified herein, and including but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, attorneys' fees, and damages.

Section 2. Committees or Directors. The Board of Directors may by resolution adopted by a majority of the Directors in office, designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 3. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution from the Board of Directors present at a meeting at which a quorum is present. Except as otherwise provided in the resolution, members of each committee shall be Members of the Association, and the President of the Association shall appoint the members of each committee. Any committee Member may be removed by the President whenever in his judgment the best interests of the Association shall be served by such removal.

Section 4. Term in Office. Each member of a committee shall continue service until the next annual meeting of the Members and until his successor is appointed, unless the committee shall be sooner terminated, or unless the member be removed from the committee, or unless the member shall cease to qualify as a Member.

Section 5. Chairman. One member of each committee shall be appointed chairman by the person authorized to appoint the Members thereof.

Section 6. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 7. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 8. Rules. Each committee may not adopt rules for its own government not consistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, LOANS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument, in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by the Treasurer or by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January each year and end on the last day of December each year.

ARTICLE X SEAL

The form of the corporate seal of the Association shall be prescribed by the Board of Directors and shall be in substantially the form hereon imprinted in the margin.

ARTICLE XI ASSESSMENTS

Section 1. Billing of Annual or Monthly Assessments.

a. At such time or times as the Association Board may determine, the Association shall levy the Monthly or Annual Assessment. The Association shall send a written bill to each Owner stating the amount of the Monthly or Annual Assessment imposed against each Lot which is Assessable Property owned by the Owner, the time period for payment thereof, and the interest rate to be charged for late payments thereof. Each Monthly or Annual Assessment shall be due and payable on a date established by the Association Board and shall become delinquent on a date established by the Association Board. The Association Board may establish payment procedures to allow payment of the Monthly or Annual Assessment in increments during the year the Assessment is made, provided that this privilege is extended to all Owners on an equal basis, and provided that reasonable notice is given of each payment date, of the interest to be charged for late payments, of the liens established by this Declaration, and of the suspension of membership rights as a consequence of the failure to pay.

b. Not later than ninety (90) days prior to the end of each fiscal year for the Association, the Association Board shall prepare an annual cash budget projecting anticipated revenues, cash receipts, cash expenditures, and net cash, surplus, or deficit for the ensuing fiscal year (the "Association Budget") and shall provide to each Member such report. The Association's fiscal year shall be the calendar year. The proposed Association Budget will automatically be approved unless two-thirds (2/3) of the Members vote not to approve such Association Budget. Upon approval of the Association Budget, the Association Board will determine the manner in which Assessments are to be made.

Section 2. Commencement of Assessments. The Assessable Property shall become subject to the Assessments set forth herein upon the date designated by the Developer or the Board of Directors. Such Assessments shall be adjusted and prorated according fiscal year, for the number of

days remaining in the month, of the Association as such month, or fiscal year, is set forth in these Bylaws.

Section 3. Late Payments.

a. The Association Board may from time to time establish or change the rate of interest which shall be charged for the payment after the delinquency date of any portion of an Assessment, provided that such interest rate shall not exceed the maximum interest rate permitted under Missouri law and provided that reasonable notice of such charge is given to the Members.

b. In the event of default in the payment of any one or more installments of the Monthly or Annual Assessment established hereunder, the Association may declare any remaining balance of said Monthly or Annual Assessment due and payable at once.

c. In the event that an Owner shall fail to fully pay the Assessment by the delinquency date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Association shall have the right, pursuant to the provisions provided to enforce the lien for Assessments. The Association shall have the right and duty to take all appropriate actions and steps to collect any such unpaid Assessments. Each delinquency shall constitute a separate basis for a demand or claim of lien or liens, but any number of defaults may be included within a single demand or claim of lien or liens on account of prior delinquencies and shall be deemed to include subsequent delinquencies and amounts due on account thereof. The Association may institute a suit to recover a money judgment for the same, together with interest thereon and reasonable expenses of collection, including attorneys' fees, and without foreclosing or waiving the lien provided.

Section 4. Certificate of Payment. Upon written demand by an Owner, the Association shall issue and furnish to such Owner, within a reasonable period of time, a written certificate stating that all Assessments, including interest and costs (if any), have been paid with respect to any specific Lot owned by said Owner as of the date of such certificate, or if all Assessments have not been paid, setting forth the amount then due and payable.

Section 5. User Fees and Charges.

a. In addition to the Monthly or Annual Assessments, the Association Board may levy and collect charges and fees for the use of Common Property for the purpose of maintaining, refurbishing, replacing, and repairing the Common Property and the Common Property Improvements and operating services on the Common Property.

b. If any Owner or other person obligated to pay any user fee or charge fails to pay such fee or charge when due and payable, the Association Board may immediately suspend such Owner's right of enjoyment of the Common Property or services thereon and may take whatever action it deems necessary to enforce such suspension.

Section 6. Additional Procedures. The Association Board shall have the right to adopt procedures for the purposes of making the Assessments, user fees, and charges provided for herein and for the billing and collection of the same, provided that such procedures are not inconsistent with the provisions contained within these Bylaws or the Declaration.

Section 7. Special Assessments. Following the Development Period, Special Assessments shall not be imposed by the Association until after the Association Board first presents any such proposed Special Assessment to the Members at a meeting to be called for that purpose pursuant to these Bylaws. The Special Assessment shall be approved by two-thirds (2/3) vote of the Members.

ARTICLE XII USE OF FUNDS

Section 1. Purposes for Which Funds may be Used. The Association shall apply all funds received by it pursuant to the Declaration and all other funds and property received by the Association, including the accumulated funds referred to in this Article XII, to the following:

- a. The operating costs and expenses of the Association, including planning and implementation of community programs and Common Property Improvements;
- b. Payment of all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association; and
- c. Payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Association Board to be necessary and appropriate; and
- d. Payment of all maintenance to Lots and Common Property, including but not limited to lawn mowing, fertilization, snow removal, trash collection, and other maintenance costs reasonably approved or authorized by the Board of Directors.

Section 2. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Monthly or Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply such surplus to reduce the amount of the Monthly or Annual Assessment in the succeeding year, and it may carry forward from year to year such surplus as the Association Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for the replacement of facilities.

Section 3. Posting of Bond. The Association, acting through the Association Board, shall require that all persons or entities who handle the Association funds or monies, which funds and monies shall be deposited in federally insured banks or savings and loans, post bonds sufficient in an amount to indemnify the Association from any loss.

Section 4. Mortgaging of Common Property. Except as set forth in this Section, and subject to the approval of any holder of an existing lien on the Common Property (the "Development Loan Lien"), the Association may mortgage any Common Property to which it has clear title; provided, however, that such mortgage shall be subject to the approval of two-thirds (2/3) of the Members who are present in person or by proxy and voting in a duly constituted Association election or meeting. The Association shall not mortgage any Common Property to the Developer, or any other person or entity to secure any conveyance, loan, or advance made to the Association by the Developer. The Developer shall not take any action, the result of which may subject any Common Property to a judgment lien or otherwise jeopardize any Common Property, to satisfy a debt of the Developer.

ARTICLE XIII DISSOLUTION

Upon the dissolution of the Association, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Association, dispose of all the assets of the Association equally among the Members.

ARTICLE XIV AMENDMENTS

The Board of Directors shall have power to repeal, amend, and alter these Bylaws; provided, however, that the paramount power to repeal, amend and alter the Bylaws or to adopt new Bylaws, shall always be vested in the Members, which power may be exercised by a vote of two-thirds (2/3) thereof present at any annual or special meeting of the Members, and the Directors thereafter shall have no power to suspend, repeal, amend, or otherwise alter any Bylaws or portion thereof so enacted by the Members, unless the Members in enacting such Bylaws or portions thereof shall otherwise provide. Any changes and/or amendments to these Bylaws shall be published and provided to all Members of record.

ARTICLE XV CERTIFICATE OF MEMBERSHIP

The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall

become lost, mutilated, or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

**ARTICLE XVI
GENERAL PROVISIONS**

Section 1. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Act of Missouri or under the provisions of the Articles of Incorporation or Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Miscellaneous. Throughout these Bylaws the masculine gender shall be deemed to include the feminine or neuter, and the singular or plural, and vice versa.

CERTIFICATE

We the undersigned certify that we acted as Chairman and Secretary, respectively of a meeting of the Directors of the above Association held on the 30 day of April, 2007, at which the foregoing Bylaws were duly adopted as and for the Bylaws of the Association, and further certify that the foregoing constitute the Bylaws of the Association.

Dated: 4/30/2007



Randall S. Gish, Chairman of the Meeting



Randall S. Gish, Secretary of the Meeting

FILE NUMBER 341189
OR BK 02706 PG 0726
RECORDED 10/13/2005 03:14:40 PM
RECORDING FEE \$99.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



Recording Fee: \$ 99⁰⁰

(Space above reserved for Recorder of Deeds certification)

Title of Document: AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE TREE SUBDIVISION

Date of Document: March 14, 2005

Grantor(s): Ridge Tree Development, L.L.C., a Missouri Limited Liability Company

Grantee(s): Ridge Tree Subdivision, a Subdivision in Pleasant Hill, Cass County, Missouri

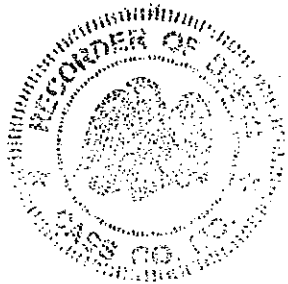
Mailing Address: 17701 E. 199th Street, Pleasant Hill, MO 64080

Reference Book and Page: Document #317194 2553/849

Legal Description: See Exhibit A (back)

Rerecord to add signature + notary ref.
BK 2579
PG 259

This Covenant was recorded with an error on page 15. Changed from 7 to 7 1/2



FILE NUMBER 321191
OR BK 02579 PG 0259
RECORDED 03/14/2005 03:27:40 PM
RECORDING FEE 99.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

C B

COVER SHEET

1. **Title of Document:** AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE TREE SUBDIVISION
2. **Date of Document:** March 14, 2005
3. **Declarant/Grantor:** Ridge Tree Development, L.L.C., a Missouri limited liability company
4. **Grantee:** Ridge Tree Subdivision, a subdivision in Pleasant Hill, Cass County, Missouri
5. **Declarant's Address:** 17701 E. 199th Street, Pleasant Hill, MO 64080
6. **Legal Description:** See Exhibit A
7. **Applicable Reference Book/Page:** Document #317194 2553/849

This Covenant was recorded without a signature and notary

FILE NUMBER 341979
OR BK 02711 PG 0444
RECORDED 10/21/2005 03:08:03 PM
RECORDING FEE 99.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI



5 6

Recording Fee: \$ 99.00

(Space above reserved for Recorder of Deeds certification)

Title of Document: AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE TREE SUBDIVISION

Date of Document: October 21, 2005

Grantor(s): Ridge Tree Development, L.L.C., a Missouri Limited Liability Company

Grantee(s): Ridge Tree Subdivision, a Subdivision in Pleasant Hill, Cass County, Missouri

Mailing Address: 17701 E. 199th Street, Pleasant Hill, MO 64080

Reference Book and Page: Document #341189 2706/726

Legal Description: See Exhibit A (back)

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
RIDGE TREE SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGE TREE SUBDIVISION (the "Declaration") is made and entered into as of the 14 day of March, 2005 by RIDGE TREE DEVELOPMENT, L.L.C., a Missouri limited liability company, authorized to do business in the State of Missouri (the "Developer").

WITNESSETH:

WHEREAS, Developer filed the Declaration of Covenants, Conditions and Restrictions Ridge Tree Subdivision (the "Original Declaration") in the Cass County, Missouri Recorder of Deeds office on January 21, 2005 as Document No. 317194; and

WHEREAS, Developer now wishes to revoke said Original Declaration, and replace it in its entirety with this Declaration; and

WHEREAS, pursuant to Section 13.3 of the Original Declaration, Developer has the right to amend said document without further approval; and

WHEREAS, Developer remains the sole record owner of that certain property situated in The City of Pleasant Hill, Cass County, Missouri legally described on Exhibit A, attached hereto and made a part hereof; which property, along with improvements made thereon, shall constitute the Subdivision; and

WHEREAS, Developer desires to submit and subject the Subdivision, together with all buildings, improvements, and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights contained herein, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision; and

WHEREAS, Developer deems it desirable, for the efficient management of the Subdivision, to create a homeowners association which shall exercise the powers and functions as are set forth herein; and

WHEREAS, the Ridge Tree Homeowners Association, Inc., a Missouri non-profit corporation (the "Association") has been, or will be, incorporated under the laws of the State of Missouri for the purpose of exercising such powers and functions; and

WHEREAS, Developer desires and intends that all persons or entities hereinafter acquiring any interest in the Subdivision shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements,

privileges, and rights hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the Subdivision.

NOW, THEREFORE, Developer declares that all property within the Subdivision, shall hereafter be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which shall run with the land and be binding upon all property within the Subdivision and all parties having or acquiring any right, title, or interest in or to any property within the Subdivision, or any part thereof, and shall inure to the benefit of and be a burden upon each Owner, the Association, and each Association Member.

ARTICLE I. DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows:

1.1 **“Architectural Control Committee” or “ACC”** means the committee established in accordance with Article VIII of this Declaration.

1.2 **“Assessments”** shall include the following:

(a) **“Regular Assessment”** means the amount that is to be paid by each Association Member as such Association Member’s Proportionate Share of the Common Expenses incurred by the Association pursuant to the terms hereof.

(b) **“Special Assessment”** means a charge against a particular Association Member, an Owner, or a Lot, directly attributable to such Association Member, Owner, or Lot, pursuant to the provisions of this Declaration, the Articles, Bylaws, Rules or Design Standards.

1.3 **“Articles”** means the Articles of Incorporation, as such may be amended from time to time, of the Association or of any successor thereto.

1.4 **“Association”** means the Ridge Tree Homeowners Association, Inc., a Missouri non-profit corporation, its successors and assigns.

1.5 **“Association Member”** means every Person who holds a membership in the Association.

1.6 **“Board”** means the Board of Directors of the Association.

1.7 **“Bylaws”** mean the Bylaws of the Association, or of any successor thereto, adopted in accordance with the Articles, as such Bylaws may be amended from time to time.

1.8 **"City"** means the City of Pleasant Hill, Missouri, a municipal corporation of the State of Missouri.

1.9 **"Common Areas"** means an area on the applicable Plat of the Subdivision designated as common area, which is owned or may be owned by the Developer or the Association, or for which the Association has maintenance and easement rights and obligations.

1.10 **"Common Expenses"** means the actual and estimated costs accrued, incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities in connection with the Subdivision for which the Association is responsible pursuant to the terms hereof. The Association shall incur all Common Expenses. The respective Association Members will bear their Proportionate Share of the Common Expenses incurred by the Association. Common Expenses contemplated hereby shall include, but not be strictly limited to, the following: (i) the cost of maintenance, management, operation, repair and replacement of any amenities constructed upon or within the Common Areas, all common areas of the Subdivision, including without limitation, the various monuments located within Common Areas or Monument Easements, and any other areas within the Subdivision which are, or shall in the future be, maintained by the Association; (ii) unpaid Assessments; (iii) the cost of maintenance by the Association of areas within the right-of-way of public streets in the vicinity of the Subdivision as provided in this Declaration or pursuant to agreements with the City; (iv) the cost of management and administration of the Association, including, but not limited to real estate taxes, insurance costs, security costs, compensation paid by the Association to managers, accountants, attorneys, and employees; (v) reasonable reserves for contingencies, replacements, and other proper purposes as deemed appropriate by the Board; and (vi) any other expenses incurred by the Association for any reason whatsoever in connection with any item or items to be provided or performed by the Association pursuant to this Declaration, or the Articles, Bylaws, Rules, or Design Standards, or in furtherance of the purposes of the Association or in the discharges of any duties or powers of the Association.

1.11 **"Declaration"** means this instrument, as from time to time amended.

1.12 **"Default Rate of Interest"** means an annual rate of interest equal to the lesser of eighteen percent (18%), or the highest lawful rate of interest which may be paid by the Person required to pay the Default Rate of Interest hereunder.

1.13 **"Design Standards"** means the requirements set forth in Section 8.2 and any other rules, regulations, restrictions, architectural standards and Design Standards, if any, from time to time adopted by the ACC.

1.14 **"Developer"** means collectively Ridge Tree Development, LLC, its successors and assigns, or any person to whom Developer's rights hereunder are hereinafter assigned by recorded instrument.

1.15 **"First Mortgage"** means the Mortgage which is the first and most senior of all Mortgages upon the same property. **"First Mortgagee"** means the holder of a First Mortgage.

1.16 **"Lot"** means a numerically identified subdivided lot for a residential dwelling unit within the Subdivision as shown on the Plat, but does not include any Common Areas.

1.17 **"Majority"**, where not specifically designated otherwise, means the Association Members holding more than fifty percent (50%) of the total votes entitled to be cast with respect to a given matter. Unless otherwise specified, any provision herein requiring the approval of the Association Members means the approval of a Majority of such Association Members.

1.18 **"Monument Easements"** means those easements, if any, set forth on the Plat, in favor of the Association for purposes of constructing, erecting and maintaining certain entranceway monuments and landscaping for the Subdivision.

1.19 **"Mortgage"** means any recorded, filed, or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Missouri law as security for the performance of an obligation, including, without limitation, a Deed of Trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code.

1.20 **"Occupant"** means any Person, other than an Owner, in rightful possession of a Lot, whether as a guest, tenant, or otherwise.

1.21 **"Owner"** means the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case of Lots, the fee simple title to which is vested of record in a trustee, legal title shall be deemed to be in the trustor.

1.22 **"Person"** means an individual, corporation, partnership, trustee, or other entity capable of holding title to real property, and their respective heirs, successors and assigns.

1.23 **"Plat"** means the plat of the Subdivision as recorded in the official records of Cass County, Missouri, and as thereafter from time to time may be amended or supplemented.

1.24 **"President"** means the duly elected or appointed president of the Association.

1.25 **"Proportionate Share"** means the fraction wherein the numerator equals the number of Lot(s) owned by an Association Member (or giving rise to such membership) and the denominator equals the number of Lots owned by all Association Members (or giving rise to such memberships) then required to pay any particular Assessment.

1.26 **"Rules"** means the rules and regulations adopted by the Association pursuant hereto.

1.27 **"Subdivision"** means that parcel of real property referred to in the recitals hereof and described in Exhibit "A" hereto, together with all buildings, improvements, and other

permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto.

ARTICLE II. THE DECLARATION

Developer hereby establishes the Subdivision and this Declaration to govern the use and occupancy of Lots and Common Areas within the Subdivision.

ARTICLE III. ASSOCIATION

3.1 **Purpose of Association.** The Association has been, or will be, incorporated as a non-profit corporation to administer and delegate responsibility for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Subdivision, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, and other matters as provided in this Declaration, the Articles, Bylaws, Rules or Design Standards and serve as the supervising and coordinating body for all of the Association Members.

3.2 **Membership in Association.** The members of the Association shall consist of the Developer and all of the Owners; provided, however, until such time as ninety-five percent (95%) of all Lots within the Subdivision (including Lots made a part thereof from time to time by annexation) have been sold to third parties, the Developer shall be the sole voting member. Thereafter, each Owner shall have one vote in the Association. Each Owner shall be entitled to one Association membership, as long as he or she is the Owner of his or her Lot, and such Owner shall specify in writing to the Association the name of the individual who will hold the Association membership. In the absence of such written specification, Assessments shall nevertheless be charged against the Lot and owner thereof, but there shall be no right to vote the membership. The Association Member must be an individual who is either an Owner, or if the Owner is or includes a Person other than an individual, the Association Member may be an individual who is a partner, if the Owner is or includes a partnership, or an officer of a corporation, if the Owner is or includes a corporation, or a beneficiary of the trust, if the Owner is or includes a trust, or an Owner of the entity, if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. Once an Association Member has been specified by an Owner of a Lot, a new Association Member may only be specified for that Lot by the Owner upon the written approval of the President of the Association, which approval shall not be unreasonably withheld. Membership in the Association shall not be transferred, pledged, or alienated in any way, except as herein expressly permitted. Association membership shall automatically be transferred to the new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a Mortgage, or other legal process transferring fee simple title to such Lot.

3.3 **Pledge of Voting Rights.** Notwithstanding the foregoing, in the event that an Owner has granted an irrevocable proxy or otherwise pledged the voting right appurtenant to his Association membership with respect to his Lot to a Mortgagee as additional security, the vote of such Mortgagee will be recognized only if a copy of such proxy, or other instrument pledging such vote, has been filed with the Association.

3.4 **Assignment of Developer's Voting Rights.** If any Mortgagee to whom the Developer has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration, succeeds to the interests of the Developer by virtue of said assignment, the absolute voting rights of the Developer as provided in this Declaration shall not be terminated thereby, and such Mortgagee shall hold the Developer's membership and voting rights on the same terms as they were held by the Developer pursuant hereto.

3.5 **Association Board of Directors.** The affairs of the Association shall be conducted by its Board as herein provided and in accordance with the Articles and Bylaws. Except for directors elected by the Developer, each director shall be an Association Member or the spouse of an Association Member. If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director and his place on the Board shall be deemed vacant. The Developer shall have the sole and absolute power and right to appoint and remove the members of the Board until ninety-five percent (95%) of the Lots in the Subdivision (as it shall exist from time to time), have been sold to third parties. After that date, a Majority of the Members of the Association shall have the power and right to appoint and remove the members of the Board as provided in the Articles and Bylaws. When any member of the Board may be removed from office, by action of the Association Members, the following procedures shall be as follows: Upon the presentation to the President of a petition duly executed by thirty-three percent (33%) or more of all of the Association Members in favor of the removal from office of the member or members of the Board therein named, a referendum of the Association Members shall be promptly held to determine whether such member or members of the Board should be removed from office. Upon the affirmative vote of a Majority of all of the Association Members to remove such member or members of the Board from office, such member or members of the Board as herein provided shall be filled by an election of all of the Association Members in the manner provided in the Articles or Bylaws for the election of directors.

3.6 **Duties and Powers of the President of the Association.** To the extent not prohibited by law, or as otherwise herein expressly limited, the President of the Association shall be empowered to exercise control over the Association and to act on behalf of, and bind, the Association in every event wherein the Association is required or permitted to take any action. The action of the President shall at all times be subject to the review of the Board. Notwithstanding anything herein to the contrary, the President shall not have the power to borrow any funds on behalf of the Association, or increase the amount of or levy any Assessment without the prior written approval of the Board. In any dispute or disagreement between any Owners, Association Members, or any other Persons subject to this Declaration, relating to the Subdivision, or any question of interpretation, or application of the provisions of this Declaration, the Articles, Bylaws, Association Rules, or any Design Standards, the determination thereof by the President shall be final and binding on each and all of such Owners, Association

Members, or Persons. The President may, at his election, delegate the resolution of such dispute or disagreement, to the Board, or to a committee appointed by the President.

3.7 **Approval of Members.** Unless elsewhere otherwise specifically provided in this Declaration, or the Articles, or Bylaws, any provision of the foregoing which requires the vote or written assent of the Association Members shall be deemed satisfied by the following:

(a) The vote in person, or by proxy, of a Majority of Association Members at a meeting duly called and noticed pursuant to the provisions of the Articles, or Bylaws, dealing with annual or special meetings of the Association Members, or

(b) Written consents signed by the specified percentage of Association Members as provided in the Bylaws.

3.8 **Additional Provisions in the Articles and Bylaws.** The Articles and Bylaws may contain any provision relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents, and members not inconsistent with law, or this Declaration.

3.9 **Rules.** The Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate binding upon all Persons subject to this Declaration and governing the use and/or occupancy of any part of the Subdivision. The Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Rules shall govern such matters in furtherance of the purposes of the Association; provided, however, that the Rules may not unreasonably or unlawfully discriminate among Owners and Association Members, and shall not be inconsistent with this Declaration, the Articles, Bylaws, or Design Standards. The Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners, Association Members, and all other Persons having any interest in, or making any use of, the Subdivision, whether or not actually received thereby. In the event of any conflict between any provision of the Rules and any provision of this Declaration, or the Articles, Bylaws, or Design Standards, the provisions of the Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or Design Standards to the extent of any such conflict.

3.10 **Indemnification.** To the fullest extent permitted by law, every director and every officer of the Association created pursuant hereto, and the members of the ACC, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal, or control over members of the Board or ACC) shall be indemnified by the Association and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of the Developer by reason of having appointed, removed, or

controlled, or failed to control members of the Board, or ACC) whether or not he is a director, officer, or member of the ACC, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such officer, director, member of the ACC, or other Person, or the Developer, did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent, or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

3.11 **Non-Liability of Officials.** To the fullest extent permitted by law, neither the Developer, the President, any Board members, any ACC member, or any other members of committees of the Association, nor any officers of the Association, shall be liable to any Association Member, Owner, Occupant, the Association, or any other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which the Developer, the President, any Board member, or such committees or persons reasonably believed to be within the scope of their respective duties.

3.12 **Easements.** In addition to the blanket easements granted in Section 4.1, the Association is authorized and empowered to grant upon, across, or under real property owned, or controlled, by the Association such permits, licenses, easements, and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cables, and other similar public or private utility purposes, roadways, or other purposes as may be reasonably necessary and appropriate for the orderly maintenance, preservation, and enjoyment of all or any part of the Subdivision, or the preservation of the health, safety, convenience, and welfare of the Owners and Association Members, provided that any damage to any Lot resulting from such grant shall be repaired by the Association at its expense.

3.13 **Accounting and Records.** The Association at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Association Member, the books, records, and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Articles, Bylaws, Rules, and Design Standards. The Developer shall be under no obligation to make its own books and records available for inspection by the Association, any Owner, Association Member, or other Person.

3.14 **Managing Agent.** Any powers, duties, and rights of the Developer, the Association created pursuant hereto, or of the President, or Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Developer and/or Association of its obligation to perform any such delegated duty. Any agreement for professional management, or any other contract providing for services, shall not exceed a term of three (3) years, which term may be renewed by agreement of the parties for successive one-year periods, and shall further provide for

termination by either party with or without cause and without payment of a termination fee upon 90 days' written notice.

3.15 **Developer's Control of Association.** Notwithstanding anything in this Declaration to the contrary, the Developer shall maintain absolute control over the Association and the ACC, including appointment of the President and members thereof, until ninety-five percent (95%) of the Lots in the Subdivision (as it exists from time to time) have been sold to third parties. The Developer voluntarily may (but shall not be required to) permit the members of the Association to assume control of the Association at any time. Such transfer of control shall be effectuated by way of a document executed by Developer and placed of public record in the official record of Cass County, Missouri.

ARTICLE IV. **EASEMENTS**

4.1 **Creation of Easements.** There is hereby created a blanket easement upon, across, over, and under the Subdivision for: (a) ingress and egress (over existing roadways), (b) provided the same meets City approval, for installing, constructing, replacing, repairing, maintaining, and operating all utilities, including but not limited to water, sewer, gas, telephone, electricity, television cable, security systems, and communications lines and systems, and (c) constructing and maintaining subterranean structures, footings and supports, drainage and storm water detention facilities, entrance-way monuments and above-ground protrusions which do not unreasonably interfere with the surface use of any Lot, and (d) for the use of emergency vehicles of all types. Such blanket easement shall in no way affect any other recorded easements on the Subdivision. When an easement contemplated hereby has been specifically located and established by an appropriate document or record, the blanket easement associated therewith shall cease to have any force and effect.

4.2 **Developer Easement.** There is hereby created an affirmative, nonexclusive easement in favor of Developer, and appurtenant to the property described on **Exhibit "A"** hereto, for ingress and egress over all of the Subdivision and for the right to go over, under, and across, and to enter and remain upon all of the Subdivision for all purposes consistent with development and maintenance of the Subdivision.

4.3 **Common Area Taxes and Insurance.** The Association shall be obligated to pay all real estate taxes and assessments which may, from time to time, be applicable to the Common Areas and to maintain general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in, on or about the Common Areas in order to afford protection in an amount of not less than One Million Dollars (\$1,000,000.00) for any occurrence and not less than One Hundred Thousand Dollars for property damage (\$100,000.00). The Developer shall not be required to transfer ownership of the Common Areas, or portions thereof, to the Association, but when the Developer does transfer such ownership, the Association agrees to accept such transfer and to continue to be responsible

for all taxes and assessments, insurance, maintenance and other costs incidental to ownership and operation thereof.

ARTICLE V. ASSESSMENTS

5.1 **Creation of Lien and Personal Obligation.** Each Owner and Association Member, by acceptance of a deed or other conveyance of an interest in a Lot, is deemed to covenant and agrees to pay any or all of the Regular Assessments, Special Assessments or other amounts due hereunder to the Association or Developer in accordance with the terms hereof. Such Assessments and all other amounts due under the terms hereof, together with interest thereon, late charges, attorneys' fees, and court costs, and other costs of collection thereof, as hereinafter provided, shall be a continuing lien upon such Owner's or Association Member's Lot against which the Assessments are made or in connection with which such other amounts are due. Such lien shall attach immediately and automatically when any Assessment is due and payable. Each Assessment and other amounts due, together with such interest and other costs, shall also be the personal obligation of the Owner or Association Member and such obligation shall not pass to an Owner or Association Member's successor unless expressly assumed by him. The obligation of an Association Member and the Owner of the Lot to which such membership appertains for the payment of Assessments and other amounts shall be joint and several.

5.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used: (a) to promote the recreation, health, safety, and welfare of Owners and Association Members, (b) to enhance the value of the Subdivision, (c) to pay the costs of administration of the Association, (d) to pay all other Common Expenses, or (e) to otherwise further the interests of the Subdivision.

5.3 **Regular Assessments.** Each Association Member shall pay as its Regular Assessment such member's Proportionate Share of the Common Expenses of the Association. The Board shall annually determine the amount of the Regular Assessment to be paid by each Association Member and notify the member thereof. Each Association Member shall thereafter pay to the Association its entire Regular Assessment on or before the beginning of the Association's fiscal year, which date shall be set forth in the written notice sent to members. If the Board subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Association member for the balance of the year and the date or dates when due. Each Association Member shall be notified of the additional amount required to be paid and the due date of such payment. If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses experienced by the Association, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality, of services upon which the Common Expenses for the year in

question are based, and if supplemental assessments are required, they shall be made as set forth above.

5.4 **Special Assessments.** Special Assessments shall be levied by the Association against an Association Member and/or an Owner and his Lot to reimburse the Association for: (i) costs incurred in bringing an Association Member or an Owner and his Lot into compliance with the provisions of this Declaration, or the Articles, Bylaws, Rules or Design Standards; (ii) any other charge designated as a Special Assessment in this Declaration, or the Articles, Bylaws, or Rules; (iii) fines levied or fixed by the Board as provided herein; and (iv) attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration or the Articles, Bylaws, Rules or Design Standards.

5.5 **Uniform Assessment.** All Regular Assessments shall be uniformly based on Proportionate Shares for each Association Member.

5.6 **Exempt Property.** All properties and Lots in the Subdivision owned by the Developer, or dedicated to and accepted by, or otherwise owned or acquired by, the City or other public authority shall be exempt from the Assessments created herein.

5.7 **Date of Commencement of Regular Assessments.** The Regular Assessments shall commence as to each particular member of the Association, on the date of conveyance to the Owner of the Lot to which the Association membership appertains, and shall be prorated for the first year of ownership at the time of such conveyance.

5.8 **Time and Manner of Payment; Late Charges and Interest.** Assessments shall be due and payable by the respective members in such manner and at such times as the Association shall designate in accordance with the terms hereof. If not paid within ten (10) days after its due date, each such Assessment shall have added to it a late charge equal to 10% of the amount of Assessment and thereafter bear interest at the Default Rate of Interest until paid. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent member shall, to the extent allowed by then applicable law, be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action, or proceeding is brought to collect any such Assessment to charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgement or award rendered thereon. The delinquency of an Association Member shall be deemed to also constitute the delinquency of the Owner of the Lot to which such membership appertains.

5.9 **No Offsets.** All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, any claim that the Association, Board, President, or the Developer is not properly exercising its duties and powers as provided in this Declaration or any documentation associated herewith, or that Assessments for any period exceed Common Expenses.

5.10 **Homestead Waiver.** Each Owner and Association Member, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or any documentation associated herewith (whether such liens are now in existence or are created at any time in the future), the benefit of any redemption, homestead or exemption laws of the State of Missouri now in effect, or in effect from time to time hereafter.

5.11 **Subordination of Lien.** Any lien which arises against a Lot by reason of the failure or refusal of an Owner, or Association Member, to make timely payment of any assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorneys' fees and any late charges related thereto) on the Lot, acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of, or acquires title to the Lot, whichever occurs first.

5.12 **Certificate of Non-Payment.** Upon request, any Person acquiring an interest in any Lot shall be entitled to a certificate from the Association setting forth the amount of due but unpaid Assessments relating to such Lot, if any, and such Person shall not be liable for, nor shall any lien attach to the Lot in excess of, the amount set forth in the certificate, except for Assessments which occur, or become due, after the date thereof and any interest, costs, attorneys' fees, and any late charges related to such Assessments.

5.13 **Enforcement of Lien.** Any lien provided for in this Article V may be foreclosed by the Association in any manner provided, or permitted, for the foreclosure of realty mortgages or homes association liens in the State of Missouri.

ARTICLE VI. **INSURANCE**

6.1 **Authority to Purchase.** The Association may purchase and maintain such insurance, and in such types and amounts as its Board shall determine from time to time. Premiums paid for such insurance shall be a Common Expense. Such policies, and endorsements thereon, or copies thereof, shall be deposited with the Association and copies shall be available to the Association Members and Owners upon reasonable request. Neither the Association nor any Board member nor the President nor the Developer shall be liable to any Owner, Association Member, Mortgagee, or other Person, if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Association Member to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Association Member may desire.

6.2 **Insurance Claims.** The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The

President has full and complete power to act for the Association in this regard and may, at his discretion, appoint an authorized representative, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Association.

6.3 **Benefit.** Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association, or any insurance trustee, shall be held or disposed of in trust for the Association, the Owners and the Association Members, as their interests may appear.

ARTICLE VII. MAINTENANCE, REPAIRS, AND REPLACEMENTS

7.1 **Owner's Responsibility.** Except as otherwise provided for herein, each Owner, at his own cost and expense, shall furnish and be responsible for all of the maintenance, repairs, and replacements of any improvements upon his own Lot.

7.2 **Maintenance of Common Areas.** Except as otherwise provided herein to the contrary, maintenance, repairs and replacements of the Common Areas shall be furnished by the Association as part of the Common Expenses and shall be subject to the Articles, Bylaws and Rules. If, due to the act or neglect of an Owner or Association Member, or the invitee, guest, or other authorized visitor of either, or an Occupant of such Owner or Association Member's Lot, damage shall be caused to the Common Areas, or maintenance, repairs or replacement shall be required which would otherwise be a Common Expense, then to the extent not covered by the Association's insurance, such Owner or Association Member shall pay for the damage and for such maintenance, repairs and replacements as may be determined necessary or appropriate by the Board. Such obligation shall be collected by way of a Special Assessment, the payment of which shall be secured by the lien provided for in Article V. An authorized representative of the Association and all contractors, repairmen or other agents employed or engaged by the Association, shall be entitled to reasonable access to each of the Lots as may be required in connection with the inspection, maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving same, or to perform any of the Association's duties or responsibilities hereunder.

ARTICLE VIII. ARCHITECTURAL AND DESIGN CONTROL

8.1 **Architectural Control Committee.** The Association shall have an Architectural Control Committee, which shall be the Developer until Developer has sold ninety-five percent (95%) of the Lots restricted by this Declaration to third parties, or until such time as Developer relinquishes such right to the Association. Thereafter, members of the ACC shall consist of three (3) persons who shall be appointed by the Board. Persons appointed to the ACC, other than those persons appointed by the Developer, must be Association Members or satisfy such other requirements as may be set forth in Design Standards. The Developer voluntarily may (but shall

not be required to) permit Association Members to appoint one or more members of the ACC at any time.

8.2 The Design Standards.

(a) Landscaping. Each Lot, when first improved for occupancy, shall be landscaped with at least one (1) shade tree of a hardwood nature, at least six feet (6') in height planted in the front yard of each Lot. All ground areas shall be covered with sod rather than seeding.

(b) Hard Surfaces. All paved surfaces shall be of high quality finish such as brick, concrete or other permanent material approved by the ACC. Asphalt paving shall not be acceptable.

(c) Construction Period Requirements. During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites: (i) no dumping of construction materials, waste or trash shall occur in the Subdivision; and (ii) each Lot shall be maintained in a clean and orderly manner during construction. Erosion shall be controlled on each Lot in a manner complying with City requirements.

(d) Residence Design. The design of each residence shall be subject to the approval of the ACC. Colors, materials, finishes and building forms shall be in conformity with the requirements hereof and integrated with the particular landscape and with neighboring sites, particularly with regard to drainage and views. No modular homes or prefabricated walls or houses will be allowed to be built on a Lot or moved on to a Lot from any other site.

(e) Exterior Materials and Colors. Residences shall be faced on all sides with quality materials, which shall be subject to the approval of the ACC. All residences are to be painted with earth tone colored paint on the exterior walls. Roofs shall be Timberline (Weathered Gray) or other equal or similar roofing having at least a twenty-five (25) year warranty.

(f) Garages. Each residence must have an attached, fully enclosed side, rear or front entry garage for not less than two and not more than four vehicles. Garages shall have the same architectural treatment and be constructed of the same materials as the house.

(g) Construction, Location, and Size Limitations. Construction of a residence must be commenced within two (2) years of the purchase of a Lot. If additional time is necessary, i.e. under special circumstances or if one Owner has purchased multiple lots, permission may be granted by the ACC. Once commenced, construction will be diligently pursued to completion and residence may not be left in an unfinished condition for more than thirty (30) days without written approval from the ACC. Minimum square footage requirements for residences shall be in compliance with Classification E of Section 402.4 of the City of Pleasant Hill Subdivision Regulations, as set out below:

- (i) One (1) story and split level residences shall have a minimum ground floor area of at least 1400 square feet;
- (ii) One and one-half (1 ½) story residences shall have a minimum ground floor area of at least 1000 square feet;
- (iii) Two (2) story residences shall have a minimum ground floor area of at least 750 square feet;

In calculating the foregoing minimum square footage requirements, unfinished basements, finished basements without walkouts, porches, decks, overhangs and garages shall not be considered. All residences and other improvements shall be located on each Lot as approved by the ACC and in full compliance with any setback lines, side yard or restrictions shown on the applicable Plat. All residences shall be subject to a ten percent (10%) side yard set back at the building line, with a minimum side yard set back of at least seven and one-half (7 1/2) feet.

(h) **Swimming Pool and Other Amenities.** Above ground or above grade swimming pools and external or outdoor hot tubs or spas may be allowed on any Lot. The pool or hot tub must be surrounded by either a patio, deck or landscaping, and the yard must be fenced with a six foot (6') privacy fence. The ACC shall have the right to approve and designate any appropriate screening for such permitted installations. Any decorative pond or pool would require the approval of the ACC.

(i) **Fencing.** All fencing and walls (including, without limitation, the composition and location thereof) shall be subject to the approval of the ACC, which shall give consideration to maintaining the free and unobstructed flow of storm water discharge. Chain link fencing is prohibited, with preference for four to six-foot high wood fencing. The ACC must give prior approval for any other type of fencing.

8.3 **Review Process.** Signed, written approval by the ACC shall be required prior to the undertaking of any site improvements, construction or installation, including clearing, grading, paving, signs, structures, landscaping and building and additions or alterations. Submission to the City for building permits or site plan approval shall not be made until final plans have been approved by the ACC. The review of each complete submission and notification of recommendations or approval will be provided in writing to the Owner within ten (10) days of such complete submission.

8.4 **Interpretation and Waiver.** The ACC's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved. In order to meet special situations that may not be foreseen, it may be desirable from time to time for the ACC to allow variances of certain requirements; however, such variances shall not be considered precedent setting. All approvals and consents of the ACC shall be in writing, and oral approvals or consents shall be of no force or effect.

8.5 **Architectural Control Committee Authority and Limits of Liability.** No residence, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained within the Subdivision, except in compliance with plans and specifications therefor which have been submitted to and approved by the ACC. By its approval of plans and

specifications, the ACC shall not be deemed to have warranted or approved the same for engineering design safety, or for compliance with zoning, health and building ordinances. Neither the ACC, the members thereof, the Association, any of its members, its officers, its Board nor the Developer assumes any liability or responsibility therefor, or (i) for any defect in any structure constructed from such plans and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (iii) the development of any property within the Subdivision.

8.6 **Authorized Builders.** The Developer, while in control of the Association and Board pursuant to this Declaration, reserves the right to approve or disapprove of any builder intending to construct a residence.

8.7 **Public Approvals.** All pertinent requirements of public agencies must be followed in the development of the Subdivision, and the appropriate departments of the City must approve all plans. Each Owner must verify code requirements at the time of purchase and development. Although based in part on local zoning and subdivision regulations, the Design Standards may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which this criteria is at variance with public agency requirements, the more restrictive regulations shall govern. The City will make final legal approvals permitting development and occupancy of the property.

ARTICLE IX.

USE AND OCCUPANCY RESTRICTIONS

9.1 **Residential Use.** Each Lot within the Subdivision may be used only for single-family residential purposes and no other. No business or commercial building may be erected on any Lot and no business or commercial enterprise, or other non-residential use, may be conducted on any part thereof; provided, however, home offices, home daycares, and similar ancillary uses will be allowed, so long as such use does not generate an unacceptable amount of parked vehicles on the street and such use is in compliance with all applicable City codes and ordinances. No temporary buildings, structures, or trailers may be erected, placed or maintained on any Lot, except as expressly permitted by, and in compliance with, the Design Standards. Nothing herein contained shall be deemed to limit the Developer's rights as set forth in this Declaration.

9.2 **Violation of Law, Rule or Ordinance.** No Owner or Association Member shall permit anything to be done or kept on his Lot which would be in violation of any law, rule or ordinance.

9.3 **Signs.** No sign of any kind shall be displayed to the public view, or from any Lot without the approval of the Association, or the ACC, except: (a) such signs as may be used by Developer in connection with the development and sale of Lots in the Subdivision; (b) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; or, (c) such signs as may be required for traffic control and regulation of streets of the Subdivision. Notwithstanding the foregoing, standard "For Sale" signs as commonly used by realtors in the

Pleasant Hill, Missouri market area, shall be permitted during periods in which individual Lots are offered for sale by Owners

9.4 **Animals.** No animals, including horses or other domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred, or maintained, on any Lot, except a reasonable number of commonly accepted household pets in accordance with the Rules. In no event shall any domestic pet be allowed to run free away from its Owner's Lot, without a leash, or so as to create a nuisance. No dog runs shall be allowed on any Lot.

9.5 **Nuisances.** No Owner or Member shall permit or suffer anything to be done or kept about or within his Lot, or on or about, any portion of the Subdivision, which will obstruct or interfere with the rights of other Owners, Association Members, Occupants, or Persons, or commit, or suffer any illegal act to be committed therein. Each Owner or Association Member shall comply with the Rules, the requirements of all health authorities and other governmental authorities having jurisdiction over the Subdivision.

9.6 **Boats and Motor Vehicles.** No boats, trailers, buses, motor homes, campers, or other vehicles shall be parked or stored in, or upon a Lot except within an enclosed garage, and except that an Owner shall be allowed to park such vehicles in his driveway for up to ten (10) consecutive days, but not more than sixty (60) days in any one calendar year. Nothing shall be parked on the streets in the Subdivision except as may be permitted by the City, or in such parking areas as may be designated by the Association. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the Owner thereof in any manner consistent with law.

9.7 **Unlicensed Vehicles.** No Owner shall be allowed to park an unlicensed vehicle or vehicle in disrepair in the driveway or on the lawn of a Lot.

9.8 **Lights.** No spotlights, floodlights, or other high intensity lighting, shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots.

9.9 **Antennas.** No external radio, television or other antennas of any kind or nature (including, but not limited to "large satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any Lot. A maximum thirty-six inch satellite dish may be installed on the back or side portion of a residential dwelling located on a Lot.

9.10 **Garbage.** No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. No incinerators shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. No trash shall be set out any earlier than twenty-four (24) hours prior to the designated trash collection day.

9.11 **Safe Condition.** Without limiting any other provision in this Article, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair, and

shall correct any condition or refrain from any activity which might interfere with the reasonable safety of others. Except for barbecues, in properly constructed barbecue pits or grills, and fire pits in compliance with the Rules and the applicable Design Standards, no open fires shall be permitted on any Lot, nor shall any other similar activity or condition be permitted.

9.12 **No Obstructions to Drainage.** No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage or flow of storm water without the written consent of the ACC. No non-permanent structures, including fences, may be erected in those areas which contain any underground closed conduit storm drainage facilities.

9.13 **Outbuildings.** An outbuilding or other detached structure may be erected on any Lot with the prior approval and consent of the ACC. Such outbuilding shall be a maximum of 8' x 12', or 96 square feet in size. The ACC shall approve the location and materials of such outbuilding. The materials are to be similar in quality and color to those used on the residence (i.e., roof, paint, siding, etc.).

9.14 **Rental of Lots.** An Owner who leases his Lot to any Person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration and the Articles, Bylaws, Rules and Design Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.

9.15 **Basketball Goals.** Freestanding basketball goals may be erected without the prior written consent of the ACC. No basketball goal will be attached to any building but shall be freestanding.

9.16 **Enforcement.** The Association, or its authorized agents, may enter any Lot on which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. Such expenses and such fines as may be imposed pursuant to the Bylaws, Rules or Design Standards, shall be a Special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of Article V hereof. All remedies described in Article XII hereof and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner, Association Member, Occupant or other Person of any provision of this Article IX.

9.17 **Modification.** The Developer, or the Association, may modify or waive the restrictions in this Declaration or otherwise restrict and regulate the use and occupancy within the Subdivision and the Lots pursuant to reasonable rules and regulations of general application within the subdivision adopted by the Developer or Board from time to time.

ARTICLE X. RIGHTS OF FIRST MORTGAGEES

10.1 **Liability for Prior Assessments.** A First Mortgagee who comes into possession or becomes record Owner of a mortgage Lot by virtue of foreclosure of a First Mortgage, or

assignment in lieu of foreclosure or any third-party purchaser at a foreclosure sale or trustee's sale, will not be liable for such Lot's unpaid dues, charges or Assessments which may accrue prior to the time such First Mortgagee or third-party purchaser comes into possession of such Lot. Any such unpaid dues, charges or Assessments against the Lot foreclosed may be deemed to be a Common Expense. Nevertheless, in the event the Owner or Association Member against whom the original Assessment was made is the purchaser, (or redemption purchaser), the lien shall continue in effect and may be enforced for the respective Lot's Assessment that was due prior to the final conclusion of any such foreclosure or equivalent proceedings. Further, any such unpaid Assessment shall continue to exist as the personal obligation of the defaulting Association Member (and the defaulting Owner of the respective Lot) to the Association, and the Board may use reasonable efforts to collect the same from said member and/or Owner even after he is no longer a member of the Association or the Owner of the Lot.

10.2 **Enforcement After Foreclosure Sale.** An action to abate the breach of any of these covenants, conditions, restrictions, and reservations may be brought against the purchasers trustee's sale (or through any equivalent proceedings), and the successors in interest to said purchasers, even though the breach existed prior to the time said purchaser acquired an interest in such Lot.

10.3 **Subject to Declaration.** At such time as the First Mortgagee, or any other Mortgagee, shall come into possession of or become record Owner of a Lot, such Mortgagee shall be subject to all the terms and conditions of this Declaration including, but not limited to, the obligation to pay all Assessments and charges accruing thereafter in the same manner as any other Owner.

ARTICLE XI **EXEMPTION OF THE DEVELOPER FROM RESTRICTIONS**

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Developer, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Lots, or any part of the Subdivision.

ARTICLE XII **REMEDIES**

12.1 **General Remedies.** In the event of any default by any Owner, Association Member, Occupant or other Person under the provisions of this Declaration, or any other declaration or documentation contemplated hereby, the Association or the Developer or the successors, assigns, or agents of either, shall have each and all of the rights and remedies which may be provided for in this Declaration, or any other declaration or documentation contemplated hereby; or which may be available at law or equity, and may prosecute against such defaulting Owner, Association Member, Occupant, or other Persons for an injunction, whether affirmative

or negative, or for enforcement or foreclosure of the lien herein provided and the appointment of a receiver for the Lot, or for damages, or performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Lot and to rent the Lot and apply the rents received to payment of unpaid Assessments and interest accrued thereon, and to sell the same as hereinafter in this Article XII provided, or for any combination of remedies, or for any other relief, all without notice and without regard to the value of the Lot or the solvency of such Owner or Association Member. The proceeds of any such rental or sale shall first be paid to discharge court costs, other litigation proceeding and sale, and all such items shall be taxed against the defaulting Association Member in a final judgment.

Any balance of proceeds after satisfaction of such charges and any unpaid Assessments hereunder or any liens shall be paid to the Owner or Association Member. Upon the confirmation of the sale, the purchasers thereupon shall be entitled to a deed to the Lot and to immediate possession of the Lot and may apply to the court for a writ of restitution for the purpose of acquiring such possession, and it shall be a condition of any such sale and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

12.2 **Expenses of Enforcement.** All expenses of the Association, or the Developer in connection with any action or proceeding described or permitted by this Article XII, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon, until paid at the Default Rate of Interest, shall be charged to and assessed against such defaulting Owner or Association Member, or other Person. The Association and the Developer, and any permitted manager or managing agent, if so authorized, shall have all expenses in connection therewith charged to and assessed against such defaulting Owner, Association Member, or other Person as a Special Assessment against the defaulting Owner or Association Member, or such other Person requiring the injunction against the Owner or Association Member, or such other Person requiring the defaulting Owner, Association Member, or other person to comply with the provisions of this Declaration, or any other declaration document contemplated hereby, and granting other appropriate relief, including money damages.

12.3 **In Action.** In addition to any other remedies available under this Article XII, if any Owner or Association Member (either by his conduct or by the conduct of any Occupant of his Lot or family member, guest, invitee or agent) shall violate any of the provisions of this Declaration or any other document contemplated hereby, as then in effect, then the Association shall have the right to file an action against the Owner or Association Member for a judgment, or injunction, or other action granting other appropriate relief, including money damages.

12.4 **Effect on First Mortgage.** Anything to the contrary herein notwithstanding, any breach of any of the covenants, restrictions, reservations, conditions and servitudes provided for entry to reason thereof, shall not defeat or adversely affect the lien of any First Mortgage upon any Lot but, except as herein or therein specifically provided, each and all of said covenants, shall bind any lessee or Owner of a Lot whose title thereto is acquired by foreclosure, sale, deed in lieu of foreclosure, or otherwise.

12.5 **Limitation on the Developer's Liability.** Notwithstanding anything to the contrary herein, it is expressly agreed that Developer (including without limitation any assignee of the interest of the Developer hereunder) shall have no personal liability to the Association, any Owner, Association Member or other Person, arising under, in connection with, or resulting from action or failure to act with respect to this Declaration. In the event of a judgment against the Developer (or any assignee thereof), no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor, except to the extent of its interest in the Subdivision.

ARTICLE XIII. **AMENDMENT**

13.1 **Amendments to Declaration.** Amendment to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Amendments, other than amendments made by the Developer under Section 13.3 hereof, shall require a vote, at a duly called meeting of the Members, of two-thirds of all of the Association Members, or without any meeting if all Association Members consent in writing to such amendment. An amendment adopted by the Association Members shall bear the signature of the President and shall be attested by the Secretary of the Association, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Amendment to Declaration in the appropriate governmental office. Any amendment to this Declaration properly adopted will be completely effective upon recording of the Amendment to Declaration in the appropriate governmental offices. Any amendment to this Declaration properly adopted will be completely effective to amend any and all of the covenants, conditions and restriction contained herein which may be affected.

13.2 **Required Approvals.** Notwithstanding the provisions of the foregoing sections of this Article XIII:

(a) If this Declaration or any applicable provision of law requires the consent or agreement of additional parties, or a specified percentage thereof, for any action specified in this Declaration, then any instrument changing, modifying or rescinding such provision shall require the consent of any such parties, as required by this Declaration or by said law.

(b) Until ninety-five percent (95%) of all the Lots in the Subdivision, as it exists from time to time, have been sold to third parties, this Declaration may not be amended by the Association Members pursuant to this Article XIII without the written consent of the Developer, which consent may be withheld for any reason.

13.3 **Developer's Right to Amend.** Notwithstanding any other provision of this Article XIII, until ninety-five percent (95%) of all the Lots in the Subdivision as it exists from time to time, have been sold to third parties, the Developer reserves the right to amend, in whole or in part, this Declaration without the approval of the Board or the Association Members; provided, however, that no such amendment shall have the effect of changing the plat of an Owner's Lot without the consent of the Owner.

ARTICLE XIV.
GENERAL PROVISIONS

14.1 **Term.** This Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until January 1, 2028. Thereafter, unless one (1) year prior to January 2, 2028, there shall be recorded an instrument directing the termination of this Declaration signed by at least two-thirds (2/3) of all Association Members then entitled to vote, this Declaration shall be automatically continued without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years each; provided that within one (1) year prior to the expiration of any such ten (10) year period, this Declaration may be terminated as set forth in this Section.

14.2 **Notices.** Notices provided for in this Declaration, or the Bylaws, or Rules shall be in writing and shall be addressed to the Association at the address specified in the Bylaws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Association Members at such time. All notices to Association Members shall be to the last address shown on the records of the Association. Any Association Member may designate a different address or addresses for notices to it by giving written notice of its change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

14.3 **Captions and Exhibits; Construction.** Captions given to various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any exhibit referred to herein is incorporated as though fully set forth where such reference is made. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subdivision as herein above set forth.

14.4 **Severability.** If any provision of this Declaration, the Articles, Bylaws, Rules, or Design Standards, or any section, clause, sentence, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the Articles, Bylaws, Rules, or Design Standards, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of this Declaration, the Articles, Bylaws, Rules, or Design Standards shall be construed as if such invalid part were never included therein.

14.5 **Rule Against Perpetuities.** If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provision shall continue until 21 years after death of the survivor of the now living descendants of George W. Bush.

14.6 **Mortgage of Lots.** Each Owner shall have the right, subject to the provisions hereof, to make separate Mortgages of his respective lot. No Owner or Association Member

shall have the right or authority to make, or create, or cause to be made or created any Mortgage, or other lien or security interest, on or affecting the Subdivision or any part thereof, except only to the extent of his Lot.

14.7 **Power of Attorney.** Whenever the Association is granted rights, privileges or duties in this Declaration, the Developer (and then the President of the Association after 95% of all Lots have been sold by the Developer to third parties) shall have the authority to act for the Association, unless such right and power is hereby expressly reserved to the Board. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do any act which may at any time be deemed to require the act of an Owner or Association Member, the Owners and Association Members and each of them hereby constitute and appoint the Developer or President as their attorney-in-fact, as may be appropriate, for the purposes of taking such action or doing such acts including, but not limited to, executing, acknowledging and delivering any instruments or documents necessary, appropriate or helpful for such purposes. It is acknowledged that this power of attorney is irrevocable and coupled with an interest and by becoming an Association Member, or by the acceptance of a deed for a Lot, or by succeeding in any other manner to the ownership of a Lot, or any interest therein, each Owner and Association Member shall be deemed and construed to have ratified and expressly granted the above power of attorney.

ARTICLE XV. RIGHTS AND OBLIGATIONS

15.1 **Acceptance of Declaration.** Each grantee of the Developer, by the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, or each purchaser under any agreement of sale, or each Person acquiring a membership in the Association, and the heirs, successors and assigns of the foregoing Persons, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of any such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or instrument evidencing or creating such interest.

15.2 **Refunds to Developer.** As conditions precedent to the development of the Subdivision, Developer has been required to pay to the City of Pleasant Hill and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer agrees to hold harmless the Developer or any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are declared invalid or illegal, any refund or return of same to the Developer notwithstanding; it is

EXHIBIT "A"

A TRACT OF LAND SITUATED IN THE EAST HALF OF SECTION 8 TOWNSHIP 46, RANGE 30, PLEASANT HILL, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SAID SECTION 8; THENCE N 88° 32'51"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1360.54 FEET TO THE POINT OF BEGINNING; THENCE S 02°53'12"W, 546.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE AND HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 95.37 FEET TO A POINT OF TANGENCY; THENCE S 63°36'02"W, 466.20 FEET; THENCE N 26°23'58"W, 99.00 FEET; THENCE N 43°24'53"W, 42.67 FEET; THENCE N 52°24'54"W, 133.22 FEET; THENCE N 12°45'52"W, 200.98 FEET; THENCE N 02° 56'29"W, 244.93 FEET; THENCE N 09°48'56"W, 157.27 FEET; THENCE N 26°42'19" W, 158.47 FEET; THENCE 55°22'53"W, 85.52 FEET, THENCE N 44°48'51" W, 177.12 FEET; THENCE N 02°13'54" W, 64.55 FEET; THENCE N 40°48'25"E 139.16 FEET; THENCE N 00°00'00", 85.54 FEET; THENCE N 84°06'15"E, 109.05 FEET; THENCE N 02°32'43"W, 141.45 FEET; THENCE N 72° 29'01"E, 742.75 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT TANGENT THE PRECEDING COURSE AND HAVING A RADIUS OF 1111.28 FEET, AN ARC DISTANCE OF 177.99 FEET; THENCE S 02° 53'12"W, 955.34 FEET TO THE POINT OF BEGINNING.

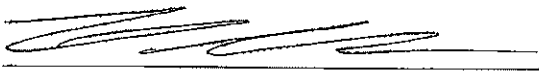
AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 50, WILLOW CREEK 1ST PLAT, A SUBDIVISION AS RECORDED IN PLEASANT HILL, CASS COUNTY, MISSOURI; THENCE SOUTH 54 DEGREES 56 MINUTES 36 SECONDS EAST, 126.64 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 54 SECONDS EAST, 62.87 FEET; THENCE NORTH 44 DEGREES 48 MINUTES 51 SECONDS WEST, 17.00 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 54 SECONDS WEST, 64.55 FEET; THENCE NORTH 40 DEGREES 48 MINUTES 25 SECONDS EAST, 139.16 FEET; THENCE NORTH 00 DEGREE 00 MINUTE 00 SECOND EAST, 85.54 FEET; THENCE NORTH 84 DEGREES 06 MINUTES 15 SECONDS EAST, 109.05 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 43 SECONDS WEST, 141.45 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 01 SECOND WEST, 430.28 FEET; THENCE SOUTH 17 DEGREES 39 MINUTES 43 SECONDS EAST, 274.97 FEET, RETURNING TO THE POINT OF BEGINNING.

Expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date and year first above written.

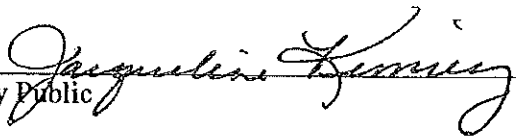
RIDGE TREE DEVELOPMENT, L.L.C.
A Missouri limited liability company

By: 
Randall S. Gish, President

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this 21st day of October, 2005, before me, the undersigned, a Notary Public, personally appeared Randall S. Gish, Executive Member of Ridge Tree Development, L.L.C., a Missouri limited liability company, known to me to be the person described in and who executed and said Executive member acknowledged said instrument to be the free act and deed of said limited liability company and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the day and year last above written.


Notary Public

My commission expires:

