



Russell Palmer <rusty.palmer@como.gov>

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## Case #222-2023 & #263-2023

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**Matt Westenhaver** <mattwestenhaver@gmail.com>  
To: "Rusty.Palmer@como.gov" <Rusty.Palmer@como.gov>

Thu, Oct 19, 2023 at 11:04 AM

Columbia City Council  
RE: Rusty Palmer

Case #222-2023 & #263-2023  
Woodrail Terrace  
Southside Development LLC

Dear Mr. Palmer,

I am writing to express my support for the zoning request from Southside Development LLC that would permit the construction of a small high-end condo development within our established neighborhood. I live in the neighborhood at 1712 Woodrail Ave. and I am part of the HOA that this project is located. The proposed project aligns with the evolving character of our neighborhood as we currently have many renovations happening in the area due to its highly sought after location. It will enhance the aesthetic appeal as the land currently has a partial foundation on it and looks to be abandoned. I've seen the proposed plans, and the amenities associated with the project are in line with the direction our neighborhood has been heading. I'm also familiar with the developers, and know their track record for high quality projects, and expect nothing less in our neighborhood.

Sincerely,  
Matt Westenhaver

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**Matt Westenhaver**  
**573-216-5269**

# EVANS & DIXON<sup>LLC</sup>

ATTORNEYS AT LAW

501 Cherry Street | Suite 200 | Columbia, Missouri 65201  
(573) 777-8823

*Marjorie Lewis*  
*Attorney at Law*  
*573-607-1010 phone*  
*314-884-4556 fax*  
*mlewis@evans-dixon.com*

October 23, 2023

Honorable Barbara Buffaloe, Mayor  
Honorable Members of the City Council  
City of Columbia, Missouri  
701 E. Broadway  
PO Box 6015  
Columbia, MO 65205-6015

Re: Case #222-2023, Southside Development, LLC request for major revision to PD Plan for Lots 14B and 14C of Woodrail Subdivision Plat No. 3 and for approval of its Statement of Intent.

Dear Honorable Mayor and Members of the City Council:

My client, Tracey Atwood is the owner of and resides at the property at 3411 Woodrail Terrace, Columbia, Missouri ("Atwood Property"). [See aerial attached as Exhibit 1.] Such Property is Lot 14A of Woodrail Subdivision Plat No. 3, and contains one single-family home. Southside Development, LLC ("Southside") has, pursuant to Section 29-6.4 of the City Ordinances, submitted a request for a major revision to the PD Plan for Lots 14B and 14C of Woodrail Subdivision Plat No. 3 and for approval of its Statement of Intent ("PD Plan Request"). Such Lots are adjacent to the Atwood Property. Because such Request also seeks to subdivide these existing lots, Southside has further submitted a Replat application, Case No. SUBD 263-2023, pursuant to Section 29-5.

After submission of its PD Plan Request to the City, Southside submitted a request to Woodrail Country Homes Association No. 1 ("Association") for approval of construction plans for Lots 14B and 14C in Woodrail Subdivision – Plat 3 ("Subdivision"). This matter came before the City Council on October 2, 2023, however, the matter was tabled to allow for further discussions between the Association's Architectural Control Committee ("ACC") and Southside. Bringing the PD Plan Request to the City before bringing it to the ACC unfortunately has put substantial pressure on the ACC and Subdivision residents to acquire information and details on their own regarding the proposal and on the ACC to approve the plans submitted. It is my client's understanding that Southside has yet to submit a request to the Association's Board of Directors ("Board") to approve a replat.

In 1975, the Subdivision was platted as an R-3 PUD (multi-family planned unit development), with 16 lots, each with a 4-unit building, resulting in a total of 64 possible units. [See **Exhibit 2**, p.1, n. 7 and Off Street Parking Plan – Ex. C, and Landscape Plan - Ex. D] The 1980 PD Revision provides that each unit shall have at least 3 off-street parking spaces. [See **Exhibit 3**] In 2000, a major PD Plan Amendment was approved for Lot 14, providing for 3 detached single-family homes. [See **Exhibit 4**.] In 2001, Lot 14 was, consistent with such Plan, subdivided into its current 3 lot configuration (Lots 14A, 14B and 14C). [See **Exhibit 5**.] Fred and Sandra Williams constructed the home on the Atwood Property in 2001 in accordance with the 2000 PD Plan Amendment and the 2001 Plat. Because the home was constructed in accordance with the 2000 PD Plan, the north side (backyard) set backs were decreased from the Code required 25' to a range of from 4.5' to 7.5'. Such Plan required the two homes on Lots 14B and 14C to be positioned further north to allow for a sufficient distance between such homes and the home on Lot 14A. The Lot 14A home was constructed as part of a comprehensive plan which also dictated the placement of the homes on Lots 14B and 14C, taking into account privacy, drainage, open space and other criteria. Ms. Atwood purchased the Atwood Property in 2009. Currently the potential total number of units, after the 2000 and other modifications is 50<sup>1</sup>.

As stated in the August 24, 2023, Agenda Report, Southside proposes to subdivide existing Lots 14B and 14C into a four lot arrangement, consisting of lots 101 through 104 to facilitate the construction of a 2-unit dwelling on each of Lots 14B and 14C. To allow this increased density and the proposed building sizes, Southside requests a setback of only 6'<sup>2</sup> along the south (rear) side, and a setback of 20' (as opposed to the Code-required 25') for the east and west sides (rear yards). It is important to note that the side yards of Lots 14B and 14C abut the backyard of Lot 14A. If the backyards of the three Lots abutted each other, the Code required setback from Lot 14A would be 25' instead of 6'. The proposed PD Plan increases localized density to 7.30 units per acre instead of the originally contemplated 3.45 units per acre. This density is roughly 250% of the rest of the development, which impacts the ratio of impervious area to open space. The approved PD Plan leaves roughly 30 feet of open space between the homes on Lots 14A and 14C, however, the proposed Plan would allow a home to be built within 13.2 feet<sup>3</sup> of the existing home on Lot 14A. Furthermore, a structure on Lot 14B could be placed within 9.5' of the home on Lot 14A. The Report states, in part: "Staff is concerned about the functionality of these potentially narrowed setbacks between the homes, but standard R-1 side yard setbacks (6ft) yield a total of just 12 feet of separation." This case is different though, because the side yard setbacks for Lots 14B and 14C, affect the distance from the backyard of, and the home on, Lot 14A. Also, because the home on Lot 14A was constructed pursuant to the 2000 PD Plan, the home is far closer to the property line than what would ordinarily have been approved. The Statement of Intent would

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<sup>1</sup> The Subdivision is built to 48 units now. If two more units are built per the current PD Plan, then there will be 50 units total. The City Staff Report indicates that there is a potential for 52 units but this assumes that Southside's request is granted.

<sup>2</sup> This was increased from 5' at the request of the Planning & Zoning Commission.

<sup>3</sup> The Agenda Report states that the distances could be 12.2 feet and 9.5, however, the proposed setback has been modified from 5' to 6'.

require a minimum of 40% of open space on each Lot, which is significantly less than that found in the rest of the development.

The setbacks, density and building placement are not consistent with the approved 2000 PD Plan providing for one single family home on each of Lots 14A, 14B and 14C. Furthermore, pursuant to the existing Plan, homes on Lots 14B and 14C are to be positioned toward the north side of such Lots, and constructed so that they do not block, or encroach upon the privacy of, the back porch area of the home on Lot 14A. The Plan proposed by Southside places the new 2-story buildings right in front of my client's back patio, with a large window on the southwest unit and two windows on the southeast unit facing into my client's backyard and patio area from 6' feet away. The proposed plan also omits the auxiliary off-street parking required on all other lots. Furthermore, such plan will remove the north-south portion of the retaining wall between Lots 14B and 14C. Concerns expressed by neighbors, including my client, include but are not limited to, increased density (in excess of the intended maximum of four units per original lot<sup>4</sup>), lack of auxiliary parking (as is in place on other Lots<sup>5</sup>), safety and accessibility issues resulting from more traffic and from increased street parking, impact on the use and value of the immediately adjacent lots, loss of green space, loss of mature trees, increased water runoff, possible damage to the existing drainage system on the subject lots, possible erosion or subsidence due to the removal of the existing retaining wall, lack of privacy and quiet enjoyment for my client, the look, size and height of the new buildings as viewed from the street elevation, minimal setbacks, impact on property values and the lack of comprehensive, detailed and final construction and landscaping plans.

The Subdivision is governed by the Declaration of New Covenants, Conditions, Reservations and Easements and Restrictions of Woodrail Subdivision – Plat 3 (“Declaration”). [See **Exhibit 6** hereto.] The Declaration provides in Article VIII, that building plans must be approved by the Board or the ACC. Specifically, Article VIII, provides that no building shall be commenced until the plans and specifications are approved in writing “as to harmony of external design and location in relation to surrounding structures and topography.” Approval is only warranted if the proposed structure will be “generally of a quality equivalent to the structures then located within the Development,” and “reasonably harmonious with surrounding structures and topography.” A landscaping plan must also be submitted for approval. Furthermore, Article XIV, Section 7, of the Declaration provides that “All plats of Lots which divide same into Units and Common Area must, prior to recording, be approved by . . . the Association's Board of Directors.”

The Association has an ACC, and, therefore building plans must be approved by it before construction is allowed. If the ACC does not find that Southside's plans meet the standards of

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<sup>4</sup> Instead of 4 units per original Lot, and the 3 units per the current PD Plan, the proposed plan would result in 5 units on the original Lot 14.

<sup>5</sup> The Declaration (as hereinafter referenced) repeatedly mentions "parking areas" separately and in addition to drives, driveways. See e.g., pp. 2, 11, 15-19, 33, 36, 37, 40, 42, 43, 46. Thus auxiliary parking is contemplated and provided for by the Declarations.

Article VIII, the ACC must deny Southside's request. Furthermore, the Board is charged with the power to approve or deny Southside's proposed Lot division. These decisions are to be made by the ACC and the Board regardless of whether or not the City approves Southside's requests for a PD Plan and Statement of Intent, replat or any other request. Although neither the ACC's decision nor the Board's decision is binding on the City Council, it could create issues if the City Council makes decisions in conflict with the Association's decisions. Discrepancies between decisions by the Association and the City Council could lead to confusion and resulting litigation.

On October 10, 2023, Southside met with the Board, the ACC and Ms. Atwood and left plans and elevations for review. No agreement between the parties was reached as to Southside's proposed construction, and the ACC has not approved Southside's proposed construction. Specifically, at the meeting, it is my understanding that Southside:

- 1) Refused to increase or review set-backs (stating that the buildings would be just inside the setback);
- 2) Only agreed to "look at" moving the window on the southwest unit that looks directly into my client's backyard, from six feet off the property line;
- 3) Refused a suggestion of one unit on the east lot, and two units on the west lot;
- 4) Refused a suggestion of one unit on each lot (consistent with the current PD Plan and Plat);
- 5) Refused to consider adding auxiliary off street parking consistent with all other units; and
- 6) Did not respond to the expressed concern about appearance in relationship to other units on the adjacent golf course to keep the new buildings from looking out of place.

On October 17, 2023, the Board met and sent Southside's building request to the ACC. The ACC is to meet today to make a decision.

### **APPLICATION FOR REPLAT**

Southside has submitted its replat application, and it will come to the City Council if the PD Plan Request is approved. Pursuant to Section 29-5.2(d)(4), in order for a re-subdivision or replat to be approved, the City Council must determine that:

- (i) The re-subdivision would not eliminate restrictions on the existing plat which neighboring property owners or the city have relied, or if restrictions are eliminated, the removal of such restrictions are in the best interest of the public.*

*(ii) Adequate utilities, storm drainage, water, sanitary sewer, electricity, and other infrastructure facilities are provided to meet the needs of the re-subdivision, or there will be no adverse effect on such infrastructure facilities caused by the re-subdivision; and*

*(iii) The replat would not be detrimental to other property in the neighborhood, or if alleged to be detrimental, the public benefit outweighs the alleged detriment to the property in the neighborhood.*

The re-subdivision will eliminate restrictions upon which neighboring property owners have relied. It further has the potential to cause extreme drainage issues for downhill properties, particularly as to my client's property. For the reasons previously set forth, the replat will be detrimental to other properties in the neighborhood, particularly to my client's property. There does not appear to be any public benefit to allowing the proposed development. Development can proceed as planned since 2000, with one single-family house per Lot, or in some other configuration in keeping with such plan and which is not detrimental to other properties. There is no point in approving the PD Plan Request, if the Replat application will not satisfy the required criteria.

### CONCLUSION

In consideration of the foregoing, my client respectfully requests that the City Council deny Southside's PD Plan Request, or in the alternative, require setbacks consistent with the 2000 Plan, auxiliary parking and other measures to safeguard the development and neighbors.

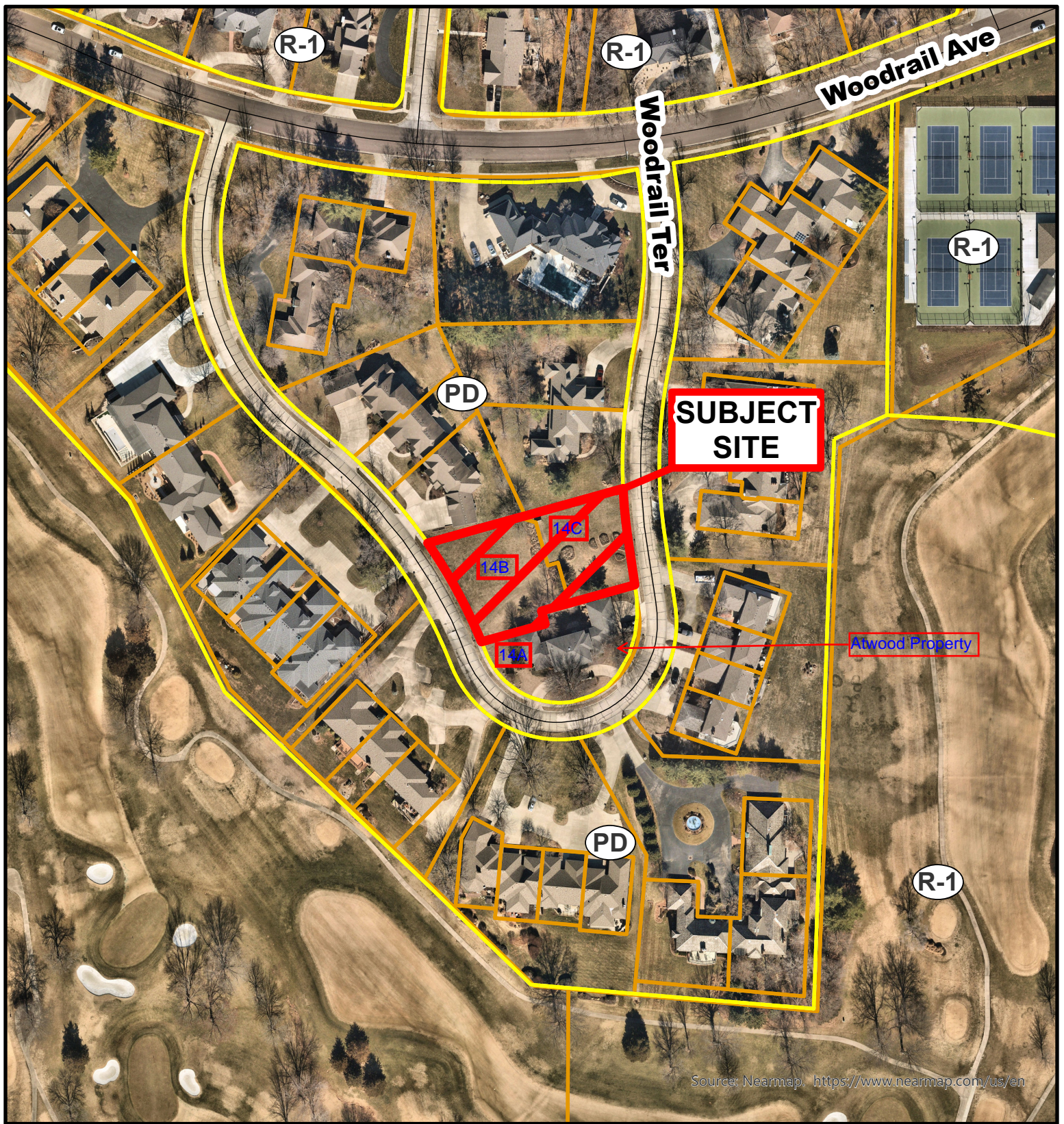
Sincerely,



Marjorie M. Lewis

### Attachments

- 1 – Aerial
- 2 – 1975 Plat
- 3 – 1980 PD Plan
- 4 – 2000 Plan
- 5 – 2001 Plat
- 6 - Declaration



# Case # 222-2023 - Lots 14B & C Woodrail Subdivision Plat 3 PD Plan



Parcel Data Source: Boone County Assessor  
Created by The City of Columbia - Community Development Department

City Zoning  Parcels

2022 Imagery: NearMap

0 75 150 Feet  
**EXHIBIT 1**





Owner:  
**WOODRAIL DEVELOPMENT COMPANY**  
P.O. BOX 400  
COLUMBIA, MO. 65201

Project Title:  
**WOODRAIL COUNTRY HOMES**  
(A PLANNED UNIT DEVELOPMENT)

Sheet Title:  
**FINAL P.U.D. PLAN & PRELIMINARY PLAT OF WOODRAIL PLAT #3**  
(BEING A REPLAT OF LOTS 6, 7, 8, 9 OF WOODRAIL SUBD. PLAT NO. 2)

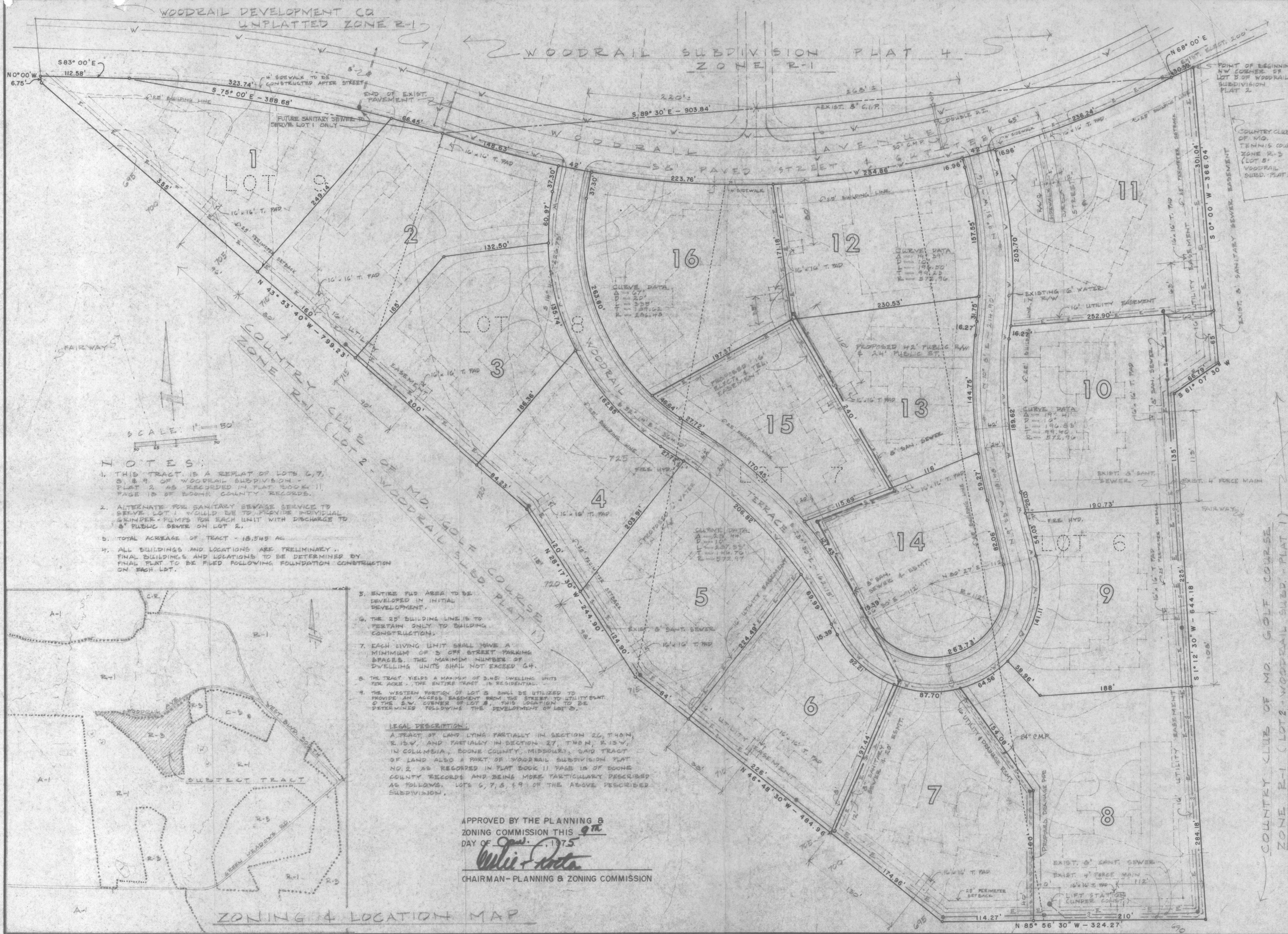
Dwn: DB Date: 7/5/74  
BRC 8/5/74

Revisions:  
RE 10/16/74  
RE 1/2/75

Final Plan:  
TME 12/4/74  
BRC 12/6/74  
LD 1/2/75

Project Number:  
**70806**

Sheet



**NOTES:**

1. THIS TRACT IS A REPLAT OF LOTS 6, 7, 8, & 9 OF WOODRAIL SUBDIVISION PLAT 2 AS RECORDED IN PLAT BOOK 11, PAGE 15 OF BOONE COUNTY RECORDS.
2. ALTERNATE FOR SANITARY SEWAGE SERVICE TO SERVE LOT 1 WOULD BE TO PROVIDE INDIVIDUAL SKIMMER-PUMPS FOR EACH UNIT WITH DISCHARGE TO 8" PUBLIC SEWER ON LOT 2.
3. TOTAL ACRES OF TRACT - 18.545 AC.
4. ALL BUILDINGS AND LOCATIONS ARE PRELIMINARY. FINAL BUILDINGS AND LOCATIONS TO BE DETERMINED BY FINAL PLAT TO BE FILED FOLLOWING FOUNDATION CONSTRUCTION ON EACH LOT.

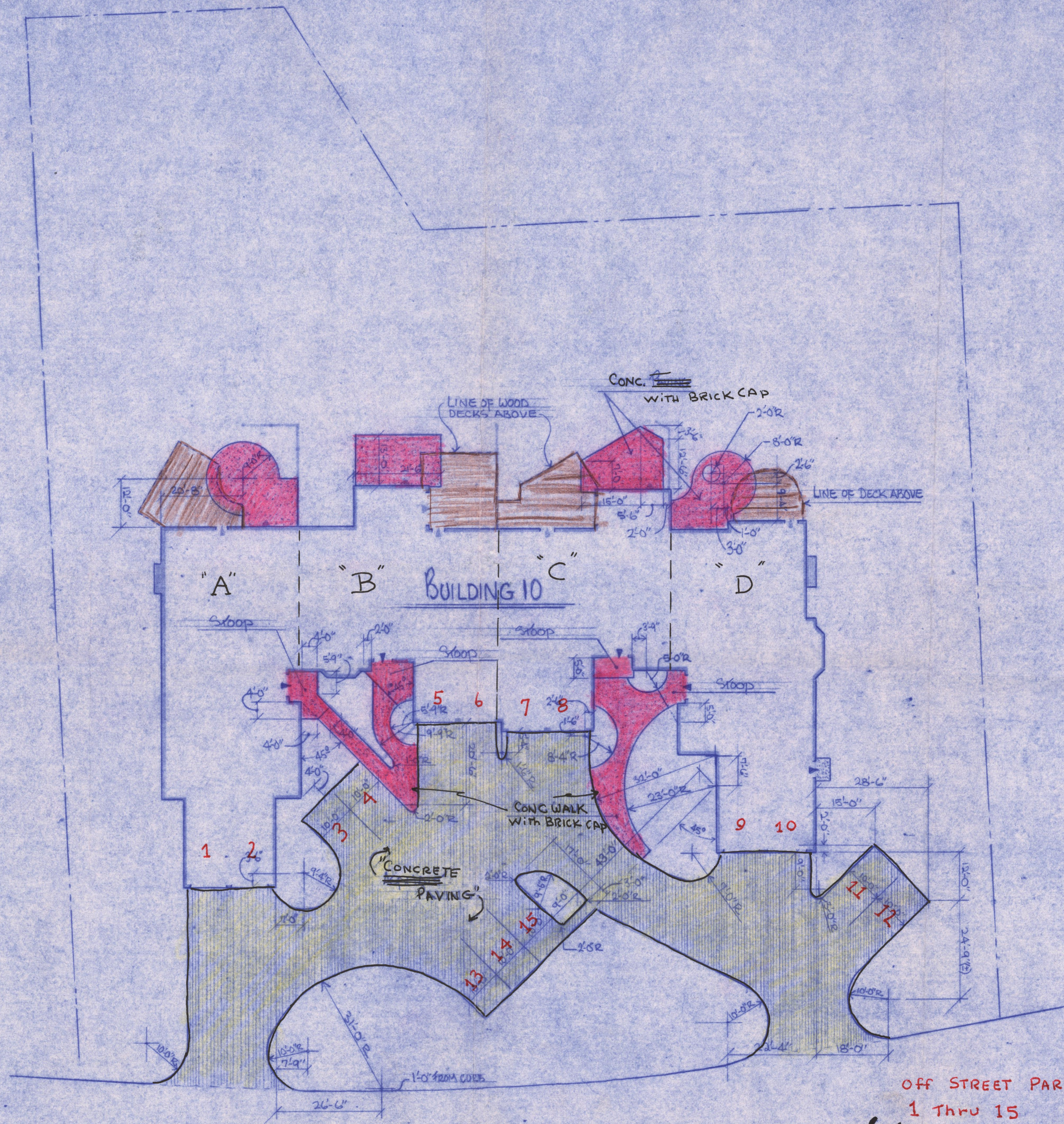
5. ENTIRE PUD AREA TO BE DEVELOPED IN INITIAL DEVELOPMENT.
6. THE 25' BUILDING LINE IS TO PERTAIN ONLY TO BUILDING CONSTRUCTION.
7. EACH LIVING UNIT SHALL HAVE A MINIMUM OF 3 OFF-STREET PARKING SPACES. THE MAXIMUM NUMBER OF DWELLING UNITS SHALL NOT EXCEED 64.
8. THE TRACT YIELDS A MAXIMUM OF 3.46 DWELLING UNITS PER ACRE. THE ENTIRE TRACT IS RESIDENTIAL.
9. THE WESTERN PORTION OF LOT 5 SHALL BE UTILIZED TO PROVIDE AN ACCESS EASEMENT FROM THE STREET TO UTILITY EASEMENT OF THE S.W. CORNER OF LOT 8. THIS LOCATION TO BE DETERMINED FOLLOWING THE DEVELOPMENT OF LOT 5.

**LEGAL DESCRIPTION:**

A TRACT OF LAND LYING PARTIALLY IN SECTION 26, T40N, R15W, AND PARTIALLY IN SECTION 27, T40N, R15W, IN COLUMBIA, BOONE COUNTY, MISSOURI. SAID TRACT OF LAND ALSO A PART OF WOODRAIL SUBDIVISION PLAT NO. 2 AS RECORDED IN PLAT BOOK 11, PAGE 15 OF BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS 6, 7, 8, & 9 OF THE ABOVE DESCRIBED SUBDIVISION.

APPROVED BY THE PLANNING & ZONING COMMISSION THIS 9th DAY OF Jan., 1975.  
*Julia F. Pata*  
CHAIRMAN-PLANNING & ZONING COMMISSION

**ZONING & LOCATION MAP**

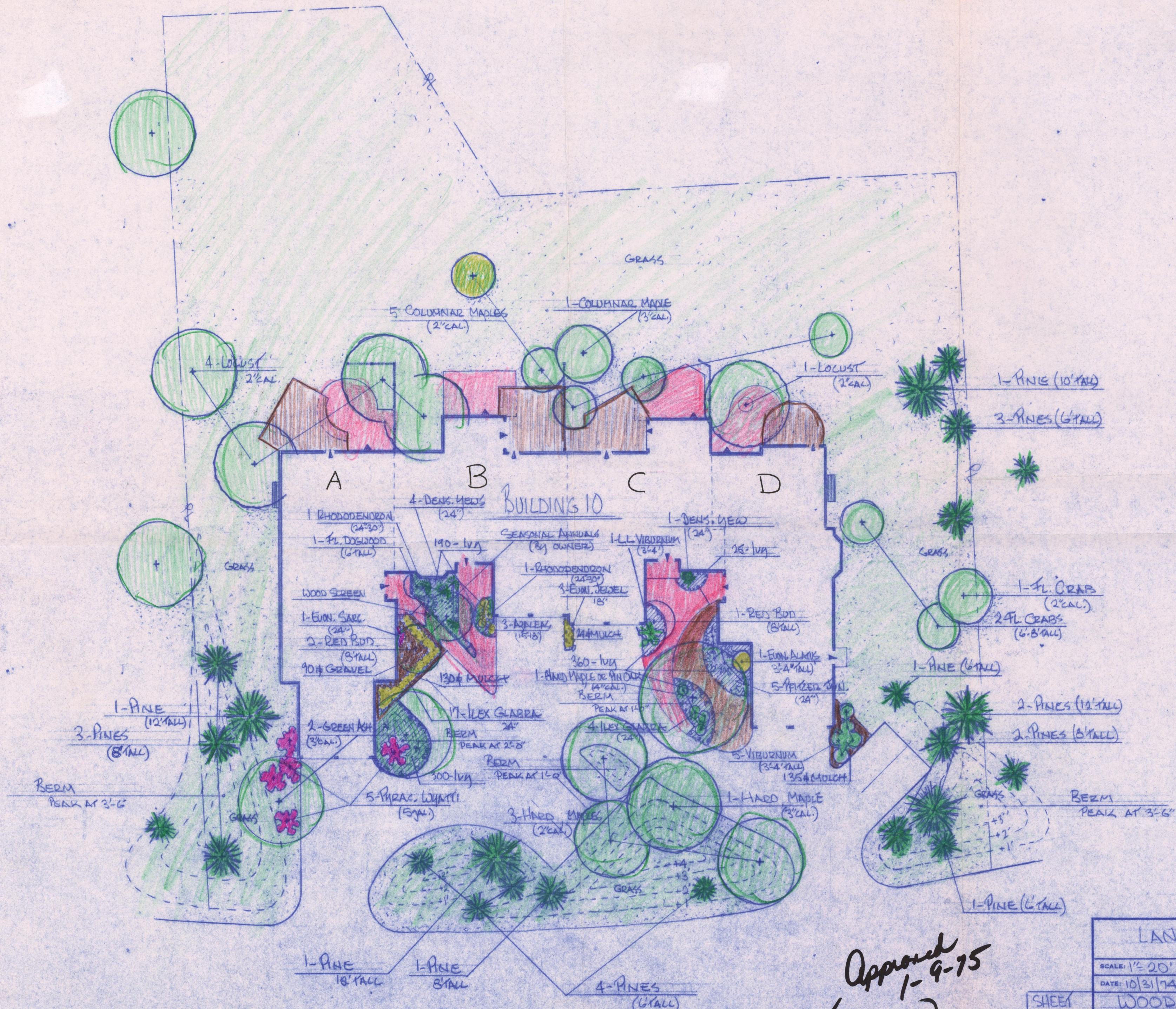


WOODRAIL PUD FINAL PLAN  
EXHIBIT "C"  
DO NOT REMOVE FROM PERMANENT  
FILE

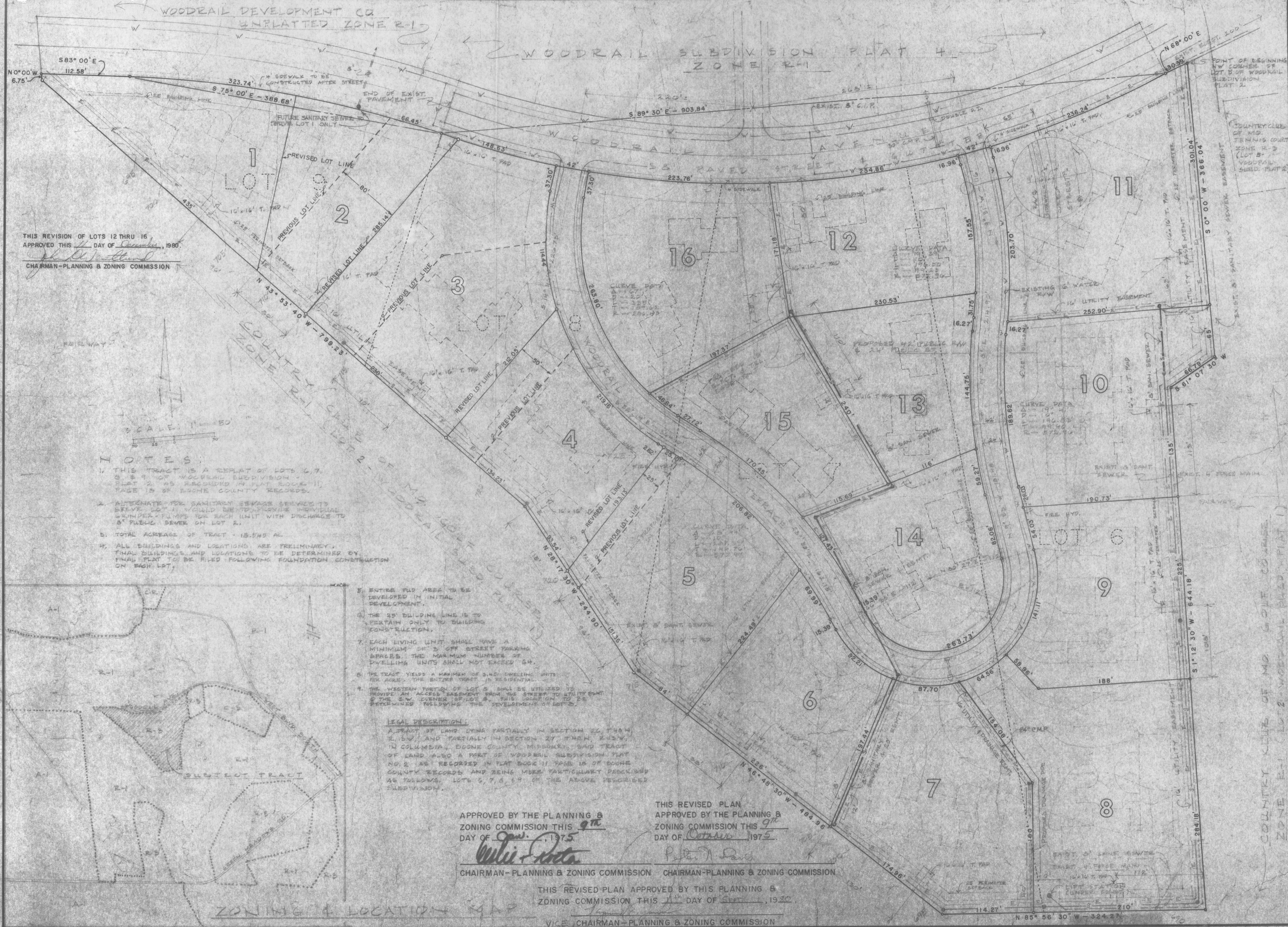
*Approved*  
*1-9-75*  
*W. H. Peters*

OFF STREET PARKING  
1 THRU 15  
8 ENCLOSED GARAGES  
7 ON DRIVEWAY

BUILDING #10		
LANDSCAPE CONSTRUCTION PLAN		
SCALE: 1" = 20'	APPROVED BY:	DRAWN BY: W. H. P.
DATE: 10/31/74	REVIS:	
WOODRAIL CONDOMINIUM		
COLUMBIA, MO.		
BY: SUBURBAN GARDENS, INC.		
ST. LOUIS, MO.		
DRAWING NUMBER		2908-C



WOODRAIL PUD FINAL PLAN  
EXHIBIT "D"  
DO NOT REMOVE FROM PERMANENT  
FILE



Owner:  
**WOODRAIL DEVELOPMENT COMPANY**  
P.O. BOX 400  
COLUMBIA, MO. 65201

Project Title:  
**WOODRAIL COUNTRY HOMES**  
(A PLANNED UNIT DEVELOPMENT)

Sheet Title:  
**FINAL PUD PLAN & PRELIMINARY PLAT OF WOODRAIL PLAT #3 (BEING A REPLAT OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 OF WOODRAIL SUBD PLAT NO. 2)**

Dwn: DB  
Date: 7/5/74  
BRC 8/5/74

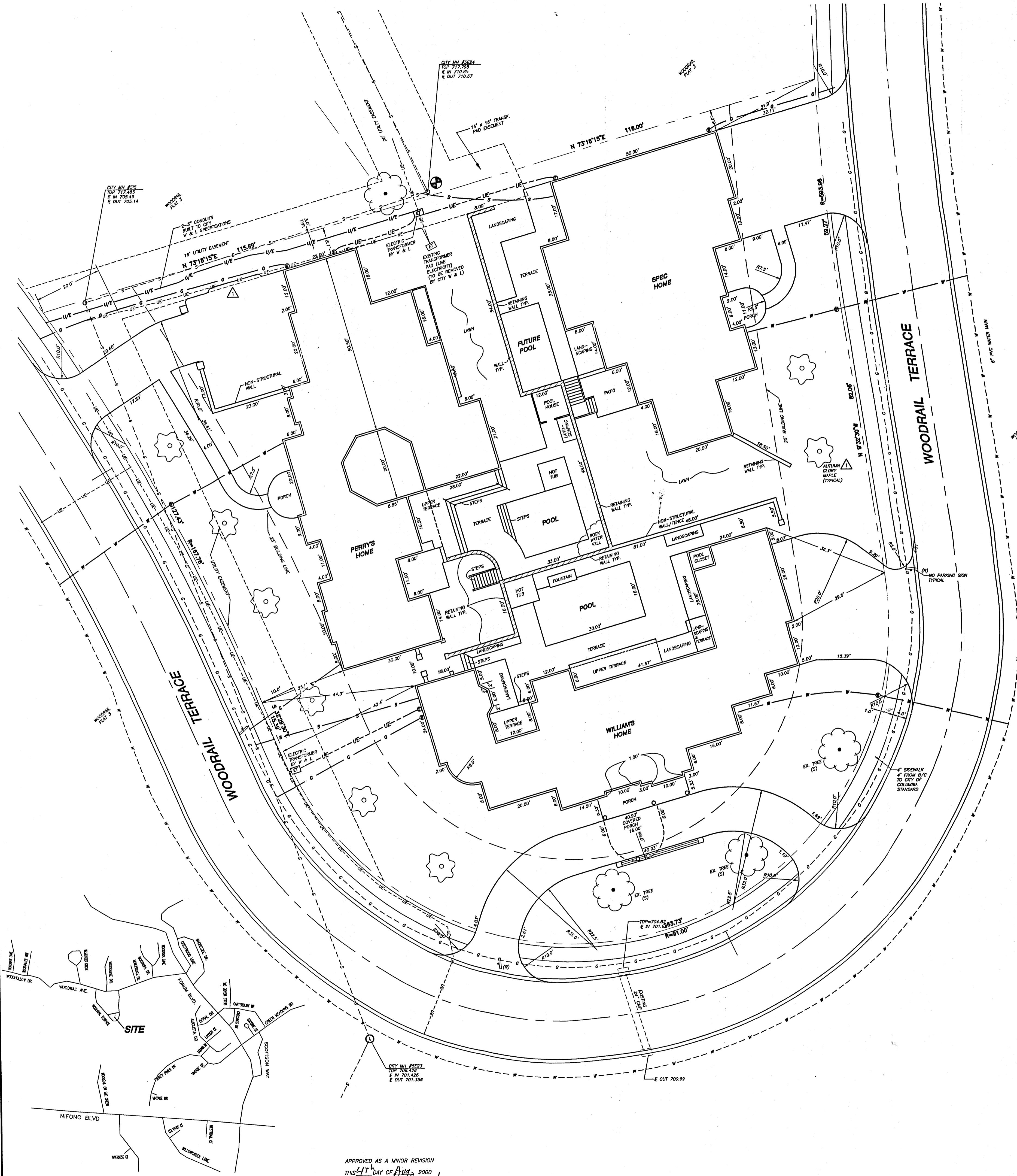
Revisions:  

PL	12/1/74
DB	11/2/75
JP	10/16/75

Final Plan:  

THB	12/1/74
BRC	12/6/74
LDV	1/2/75

Project Number:  
**70806**  
Sheet



LEGEND

- 700 EXISTING CONTOURS
- 700 PROPOSED CONTOURS
- E 1/2" EXISTING 1/2" IRON PIPE (REC.)
- S 1/2" EXISTING 1/2" IRON PIPE (REC.)
- WM WATER METER
- LP LIGHT POLE
- MI SANITARY MANHOLE
- E FLOW LINE
- R/W RIGHT-OF-WAY MARKER
- BM BENCH MARK
- ⊙ GAS METER
- ⊙ ELECTRIC METER
- ⊙ GREASE TRAP
- ⊙ ELECTRIC TRANSFORMER
- S EXISTING SANITARY SEWER
- W EXISTING WATER LINE
- X FENCE
- U/GP EXISTING UNDER-GROUND TELEPHONE
- UE EXISTING UNDER-GROUND ELECTRIC
- S PROPOSED SANITARY SEWER
- W PROPOSED WATER LINE
- U/E PROPOSED UNDER-GROUND ELECTRIC
- UE PROPOSED UNDER-GROUND ELECTRIC SERVICE
- G PROPOSED GAS
- SS PROPOSED STORM SEWER
- PD PROPOSED POOL DRAIN
- PD PROPOSED FOUNDATION DRAIN
- PD PROPOSED ROOF DRAIN
- C.D. CLEANOUT
- DOWN SPOUT
- NO PARKING SIGN
- (S) SAVE
- (R) REMOVE
- T.O.W. TOP OF WALL
- T.F. TOP OF FOOTING
- +++++ Silt Fence

SITE DATA

ZONING = P.U.D. (REVISED JUNE 2000)  
LEGAL = LOT 14, WOODRAIL PLAT 3

GENERAL NOTES

- CONTRACTOR SHALL VERIFY EXISTING CONDITION AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTACT ENGINEER WITH ANY DISCREPANCIES.
- BUILDING SIZE AND DIMENSIONS ARE APPROXIMATE. SEE ARCHITECT'S PLANS FOR ACCURATE DIMENSIONS.
- TRACT IS 1.02 ACRES.
- ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT UNLESS SHOWN OTHERWISE.
- DRIVEWAY APPROACH IS TO BE CONSTRUCTED AS PER CITY OF COLUMBIA STANDARDS.
- ALL CONSTRUCTION SHALL CONFORM TO OSHA STANDARDS AND SPECIFICATIONS.
- ALL UTILITY SERVICE LINES SIZE SHALL BE DETERMINED BY THE MECHANICAL ENGINEER.
- THE MAXIMUM BUILDING HEIGHT IS 30 FEET.
- THE LOT WILL BE SUBDIVIDED INTO 3 LOTS WITH A COMMON AREA LOT.

FLOOD PLAIN STATEMENT

THIS TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN BY THE CITY OF COLUMBIA FLOOD PLAIN MAPS.

PARKING

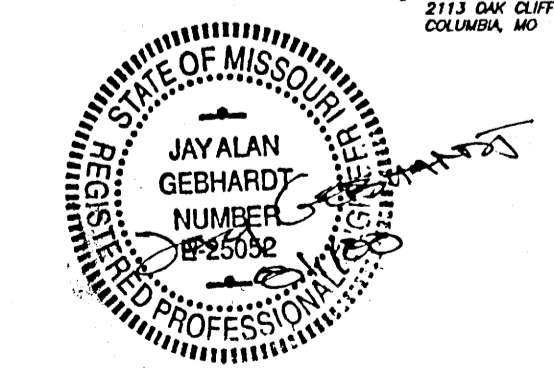
MINIMUM OF 2 PARKING SPACES IS TO BE PROVIDED FOR EACH UNIT.

BENCHMARK

CITY M.H. #223  
TOP = 708.43

OWNERS

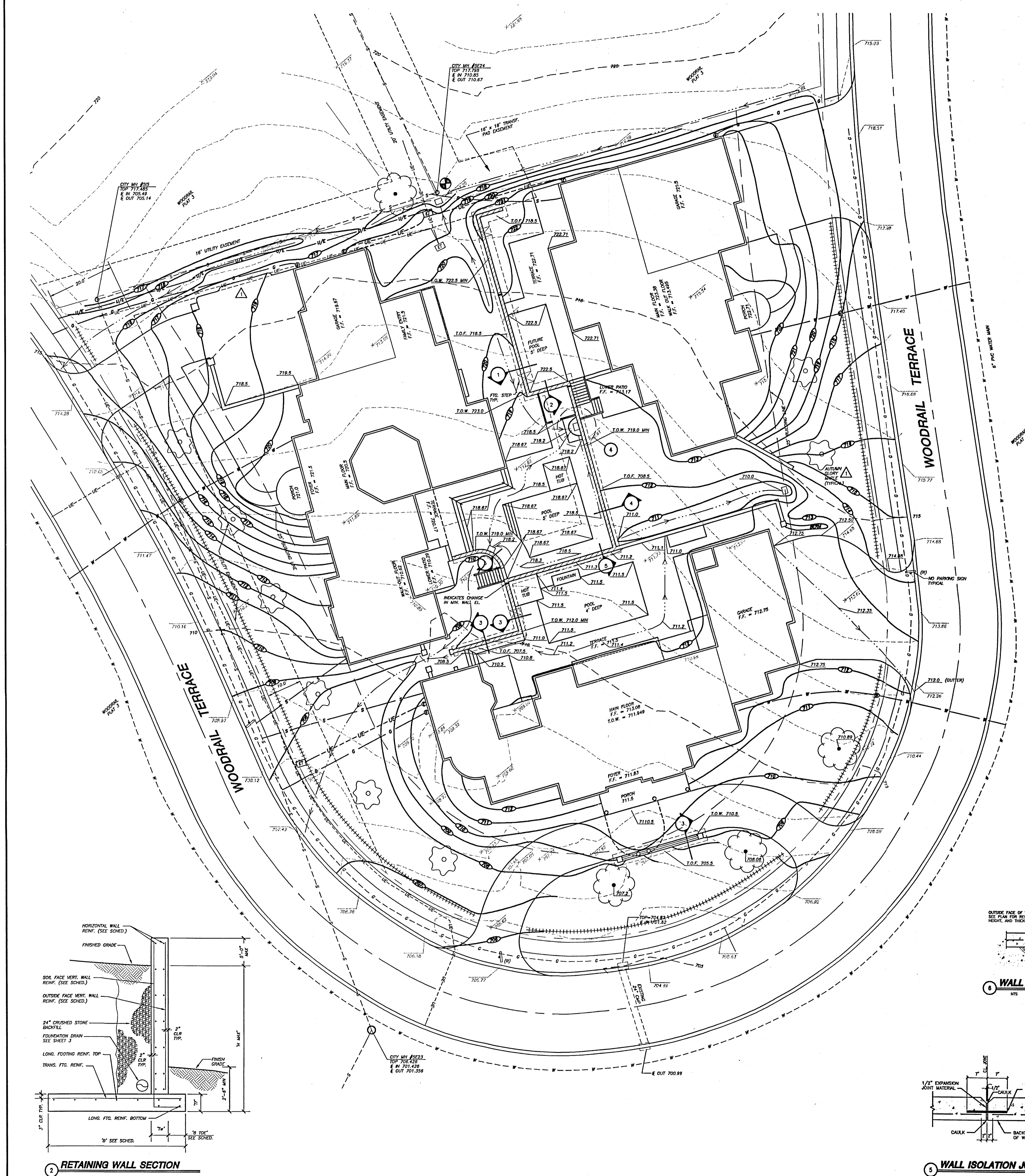
FRED AND SANDY WILLIAMS  
3300 CHURCHILL DR.  
COLUMBIA, MO 65201  
ARLEN AND BERN PERRY  
2113 OAK CLIFF DR.  
COLUMBIA, MO



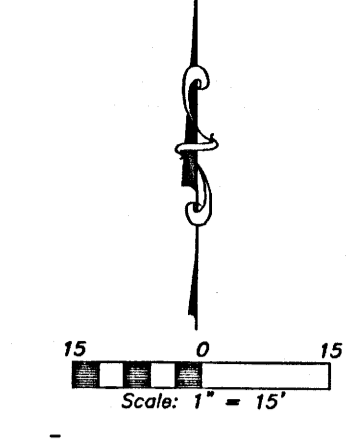
SITE PLAN LOT 14 WOODRAIL PLAT 3 COLUMBIA, MO			
REVISED: 31 JULY '00	ALLSTATE CONSULTANTS, P.C. 3312 LEMONE IND. BLVD. COLUMBIA, MO 65201 (573) 875-8799		
SCALE: 1" = 15'	DATE: 19 JUNE '00	JOB #: 000143.01	SHEET: 1 OF 3

APPROVED AS A MINOR REVISION  
THIS 17 DAY OF AUG, 2000  
BY: *Chuck Boudha*  
CHUCK BOUDHA, ACTING DIRECTOR

SITE LOCATION MAP  
NOT TO SCALE



**NOTES**  
1. WOODRAIL TERRACE HAS 4" ROLL BACK CURBS. THESE CURBS MAY BE REMOVED AT THE DRIVEWAYS AT THE OWNER'S DISCRETION OR LEFT IN PLACE.  
2. SEE SHEET 3 OF 3 FOR DRAINAGE NOTES.

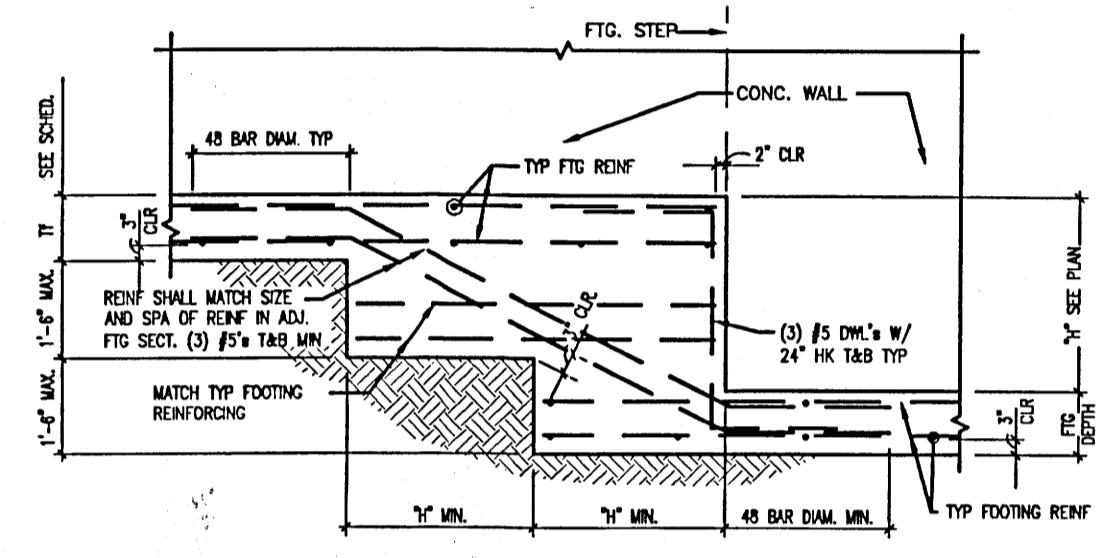


**RETAINING WALL SCHEDULE**

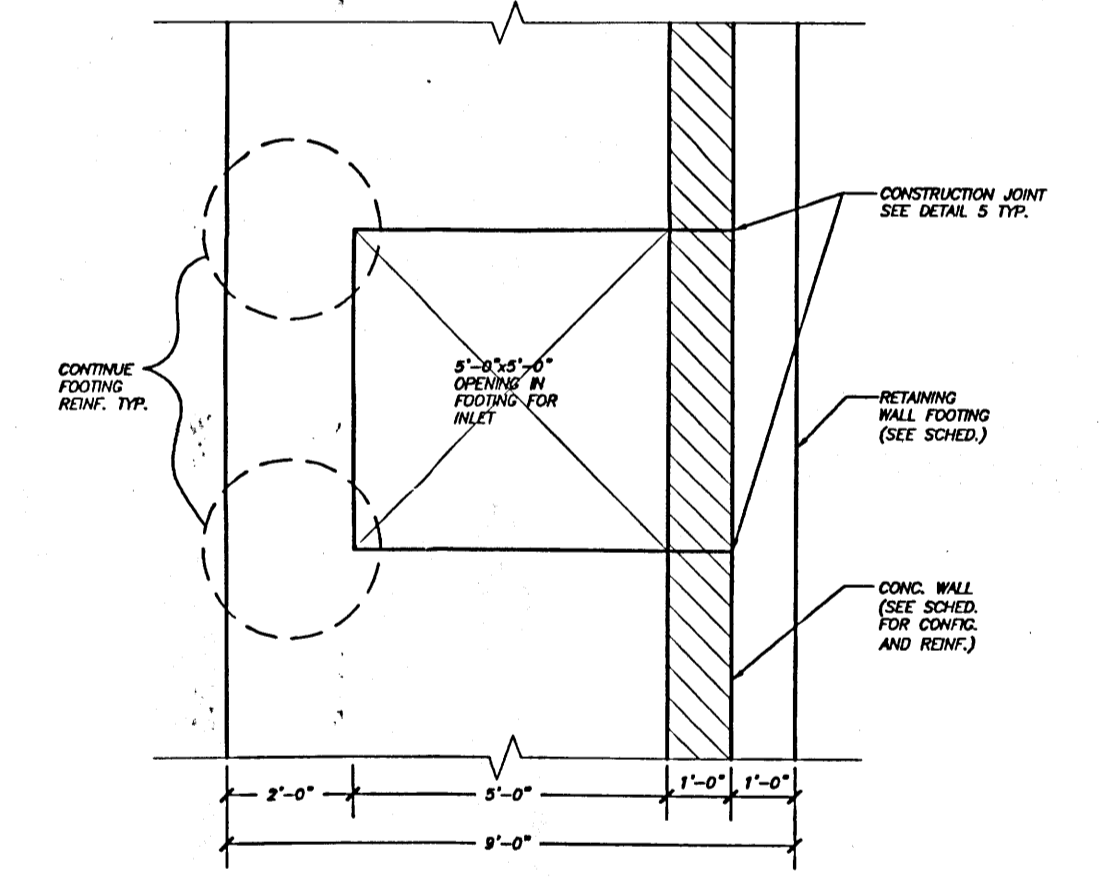
WK	H MAX	W	WALL		REINFORCEMENT		B	D TOE	W	FOOTING		LONG. TOP	LONG. BOTTOM
			HORIZONTAL	VERTICAL	SOL. FACE VERT.	OUTSIDE FACE VERT.				THICK.	REINFORCEMENT		
1	8'-0"	12"	#5 @ 18" max. EA. FACE	#5 @ 18" max.	#4 @ 18" max.	#4 @ 18" max.	1'-0"	1'-0"	12"	#4 @ 18" max.	(4) #5	(2) #5	
2	8'-0"	12"	#5 @ 18" max. EA. FACE	#5 @ 18" max.	#4 @ 18" max.	#4 @ 18" max.	1'-0"	1'-0"	12"	#4 @ 18" max.	(4) #5	(2) #5	
3	8'-0"	12"	#5 @ 18" max. EA. FACE	#5 @ 18" max.	#4 @ 18" max.	#4 @ 18" max.	1'-0"	1'-0"	12"	#4 @ 18" max.	(4) #5	(2) #5	
4	10'-0"	12"	#5 @ 18" max. EA. FACE	#5 @ 18" max.	#4 @ 18" max.	#4 @ 18" max.	1'-0"	1'-0"	12"	#4 @ 18" max.	(4) #5	(2) #5	
5	11'-0"	12"	#5 @ 18" max. EA. FACE	#5 @ 18" max.	#4 @ 18" max.	#4 @ 18" max.	1'-0"	1'-0"	12"	#4 @ 18" max.	(4) #5	(2) #5	

NOTES: 1. SEE DETAIL 2 FOR RETAINING WALL CONFIGURATION.  
2. SEE DETAIL 3 FOR TYPICAL RETAINING WALL STEP.

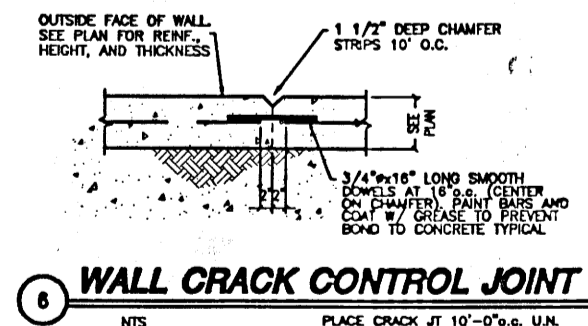
**RETAINING WALL SCHEDULE**



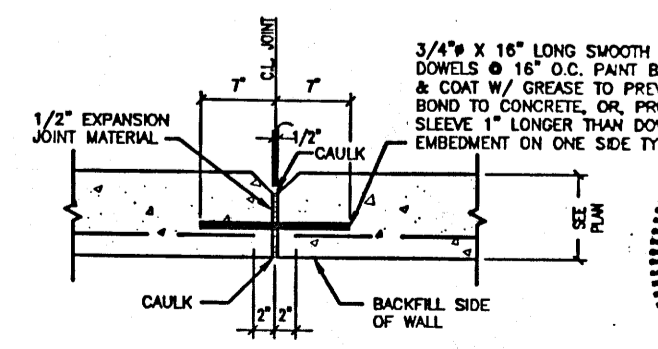
**TYP. STEP FOOTING SECTION**



**INLET OPENING DETAIL**



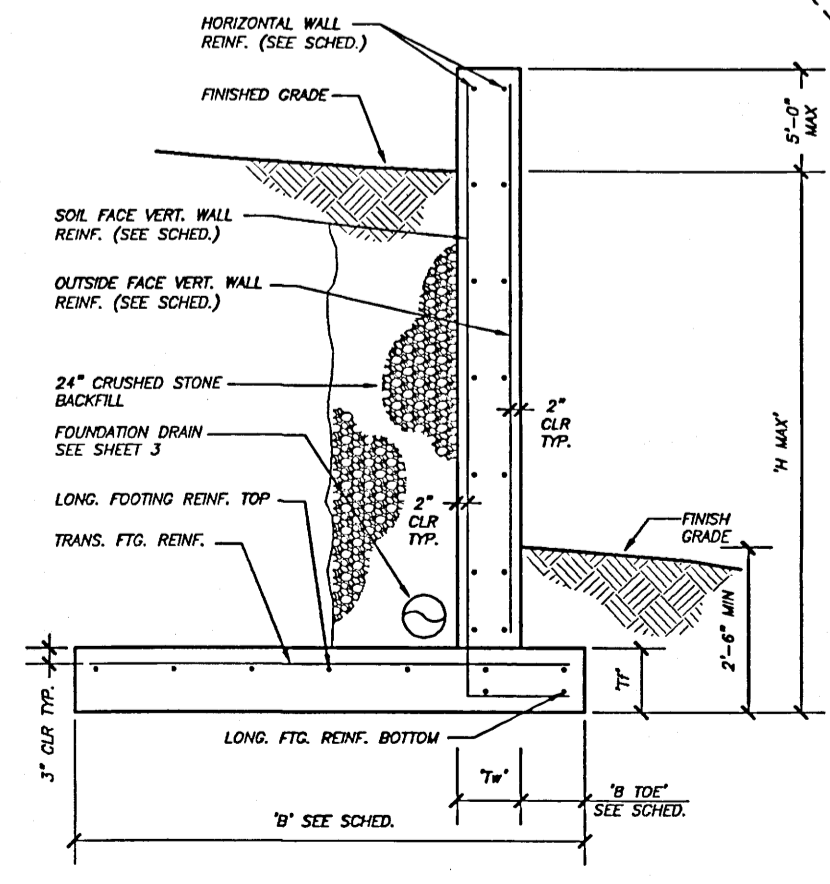
**WALL CRACK CONTROL JOINT**



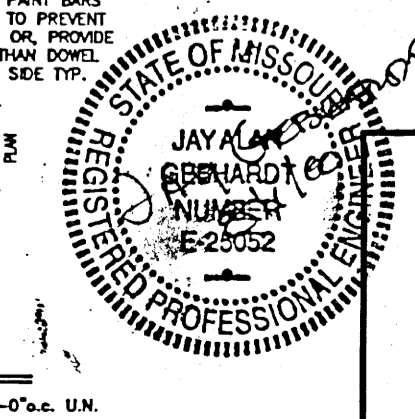
**WALL ISOLATION JOINT**

**RETAINING WALL NOTES**

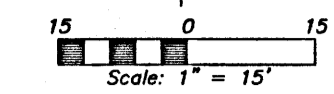
1. ALL CONCRETE SHALL ACHIEVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615, FY = 60KSI.
3. NO WELDING OF REINFORCING STEEL IS PERMITTED.
4. SOIL PROPERTIES ASSUMED:  
A. ALLOWABLE SOIL BEARING PRESSURE SHALL BE 2000 PSF MINIMUM.  
B. ACTIVE EARTH PRESSURE = 50 PCF.  
C. AT-REST EARTH PRESSURE = 70 PCF.
5. ALL WORK SHALL CONFORM TO ALL LOCAL BUILDING CODES, INCLUDING DADO 1995.
6. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS AND INSPECTIONS.
7. THE ENGINEER OR QUALIFIED TECHNICIAN SHALL INSPECT THE REINFORCEMENT PRIOR TO PLACEMENT OF CONCRETE.
8. THE ENGINEER OR QUALIFIED TECHNICIAN SHALL INSPECT THE AREA FOR THE FOUNDATION AND APPROVE THE SOIL ON WHICH THE FOOTINGS BEAR.
9. LAP CORRELS 48 # BAR DIA. TYP. AS NEEDED.
10. AT CORNERS OF ALL WALLS, FOOTINGS, GRADE BEAMS, ETC., SUPPLY CORNER BARS 4"-0" LONG (2"-0" EACH DIRECTION) MATCHING SIZE AND SPACING OF ALL HORIZONTAL BARS.



**RETAINING WALL SECTION**






GRADING PLAN LOT 14 WOODRAIL PLAT 3 COLUMBIA, MO	
REVISED: 31 JULY '00	ALLSTATE CONSULTANTS, P.C. 3312 LEMONE IND. BLVD. COLUMBIA, MO 65201 (573) 875-8799
SCALE: 1" = 15'	DATE 19 JUNE '00
JAY CEBBARDT E-25052	JOB # 000143.01
	SHEET 2 OF 3



1. CATCH BASINS AND INLETS MAY BE BUILT TO CITY OF COLUMBIA STANDARDS BUT CONTRACTOR MAY SUBSTITUTE A DIFFERENT DESIGN WITH PERMISSION FROM OWNER.
2. ALL ROOF DRAINS MUST BE INSTALLED AT A MINIMUM 1/8" GRADE AND WITH 30° OF COVER.
3. ALL CLEARENDS FOR FOUNDATION & ROOF DRAINS ARE 4". THE ARCHITECTS MAY ADD OR DELETE CLEAN OUTS AS THEY SEE FIT.
4. SUMP PUMP DRAIN LINES MAY BE CONNECTED TO THE ROOF DRAIN BUT MAY REQUIRE A CHECK VALVE TO PREVENT FLOW IN THE WRONG DIRECTION.

A	BREAK INTO EXISTING TYPE "A" INLET, FLOW LINE = 702.0
B	18" x 12" SADDLE OR WYE
C	18" PIPE AT 2.00%
D	12" BEND, FLOW LINE = 702.88
E	18" BEND, FLOW LINE = 703.4
F	18" PIPE AT 2.00%
G	4" x 18" SADDLE OR WYE FOR RETAINING WALL DRAIN
H	4" x 18" SADDLE OR WYE FOR ROOF DRAIN
I	4" x 18" SADDLE OR WYE FOR ROOF DRAIN
J	4" x 18" SADDLE OR WYE FOR ROOF DRAIN
K	18" PIPE AT 2.00%
L	SADDLE OR WYE FOR TRENCH DRAIN SIZE TO BE DETERMINED BY CONTRACTORS SELECTION OF TRENCH DRAIN
M	18" BEND, FLOW LINE = 703.46
N	DRAINAGE TRENCH
O	3" x 3.0' CATCH BASIN WITH GRADE TOP TO 710.0, FLOW LINE IN 18" = 704.50, FLOW LINE IN 18" = 704.70
P	18" PIPE AT 0.50%
Q	18" BEND, FLOW LINE = 704.88
R	8" x 18" SADDLE OR WYE FOR ROOF DRAIN
S	4" x 18" SADDLE OR WYE FOR FOUNDATION DRAIN
T	4" x 3" SIDE OPENING INLET, TOP = 718.00, FLOW LINE 18" BEND OP. NORTH, WEST SOUTH SIDE = 718.00, FLOW LINE 18" OUT = 705.0, FLOW LINE IN 12" PIPE (DRAIN) = 714.00. NOTE: FLOW LINE DRAINAGE TRENCH FOR RETAINING WALL SO TYPE CAN PASS UNDER FOOTING DETAIL FOR RETAINING WALL. EAST SIDE OF INLET CAN BE THE RETAINING WALL
U	12" PIPE AT 1.00%
V	4" x 12" SADDLE OR WYE FOR ROOF DRAIN
W	12" BEND FLOWLINE = 714.66
X	2.5' x 2.5' CATCH BASIN WITH GRADE TOP = 718.2, FLOW LINE 12" OUT = 714.50
Y	12" BEND, FLOW LINE = 714.00
Z	12" BEND, FLOW LINE = 714.28
AA	4" x 12" SADDLE FOR WYE FOR ROOF DRAIN
AB	4" x 12" SADDLE FOR WYE FOR ROOF DRAIN
AC	4" x 12" SADDLE FOR WYE FOR ROOF DRAIN
AD	4" x 12" SADDLE FOR WYE FOR ROOF DRAIN
AE	3" x 3" SIDE OPENING INLET, TOP = 717.00, FLOWLINE 6" OPENING ON ALL SIDES = 716.00, FLOWLINE 12" OUT = 714.80
AF	6" ROOF DRAIN
AG	4" x 6" WYE FOR ROOF DRAIN
AH	6" BEND WITH 4" x 6" REDUCER
AI	8" REDUCER
AJ	6" x 18" REDUCER
AK	6" x 18" WYE
AL	4" x 12" WYE FOR ROOF DRAIN
AM	12" BENDS
AN	4" x 6" WYE FOR ROOF DRAIN
AO	4" x 4" WYE
AP	CONNECT 8" ROOF DRAIN INTO PROPOSED CATCH BASIN, FLOW LINE 707.8
AQ	8" ROOF DRAIN
AR	4" x 18" SADDLE OR WYE FOR POOL DRAIN
AS	4" x 12" SADDLE OR WYE FOR POOL DRAIN
AT	8" ROOF DRAIN
AU	12" ROOF DRAIN



<p>JAY GEBHARDT E-25052</p>	<p align="center"><b>DRAINAGE PLAN</b> <b>LOT 14 WOODRAIL PLAT 3</b> <b>COLUMBIA, MO</b></p>			
	<p><b>REVISED;</b>    31 JULY '00</p>	<p>ALLSTATE CONSULTANTS, P.C. 3312 LEMONE IND. BLVD. COLUMBIA, MO 65201 (573) 875-8799</p> 		
	<p><b>SCALE:</b> </p>	<p><b>DATE</b> 19 JUNE 2000</p>	<p><b>JOB #</b> 000143.01</p>	<p><b>SHEET</b> 3 OF 3</p>

FILED FOR RECORD, BOONE COUNTY, MISSOURI  
BETIE JOHNSON, RECORDER OF DEEDS.

FINAL PLAT

# A REPLAT OF LOT 14 WOODRAIL PLAT NO. 3

JULY 16, 2001



SCALE: 1" = 20'  
0 10 20 40

BEARINGS ARE REFERENCED TO THE EAST  
LINE OF LOT 14, WOODRAIL PLAT NO. 3,  
RECORDED IN PLAT BOOK 11, PAGE 104.

## LEGEND

- IRON PIPE (UNLESS NOTED OTHERWISE)
- E EXISTING 3/4" IRON PIPE
- S SET 1/2" IRON PIPE (UNLESS NOTED OTHERWISE)
- (REC) RECORD MEASUREMENT
- X<sub>DH</sub> PK NAIL IN DRILL HOLE (IN TOP OF CONC. RETAINING WALL)

## NOTES

1. THIS IS AN URBAN PROPERTY BOUNDARY SURVEY.
2. THE EXISTING BUILDING IS UNDER CONSTRUCTION.

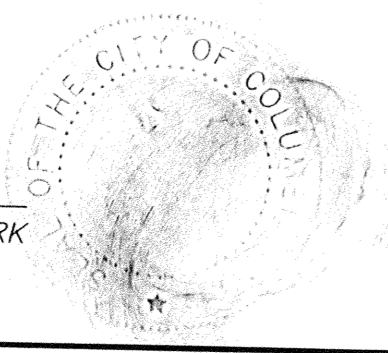
## FLOOD PLAIN STATEMENT

THIS TRACT IS NOT LOCATED WITHIN THE  
100-YEAR FLOOD PLAIN AS SHOWN BY THE  
CITY OF COLUMBIA'S FLOOD PLAIN MAPS.

APPROVED BY THE COLUMBIA CITY COUNCIL THIS 4th DAY OF  
September, 2001

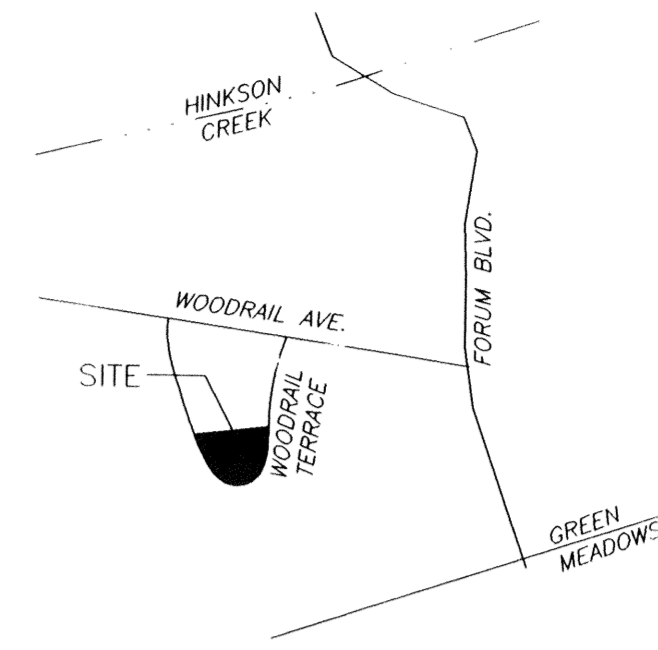
*Darwin A. Hindman*  
DARWIN A. HINDMAN, MAYOR

*Penny St. Romaine*  
PENNY ST. ROMAIN, CITY CLERK



L/2000/00143.01-WOOD/DWG/WOOD-REPLAT LOT 14.dwg REVISED: 8/1/01

SITE LOCATION MAP  
NOT TO SCALE



## KNOW ALL MEN BY THESE PRESENTS

ADRON E. PERRY AND CHERI L. PERRY, HUSBAND AND WIFE AND FRED WILLIAMS AND SANDRA WILLIAMS, HUSBAND AND WIFE, BEING SOLE OWNERS OF THE BELOW DESCRIBED TRACT, HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, ADRON E. PERRY AND CHERI L. PERRY, HUSBAND AND WIFE AND FRED WILLIAMS AND SANDRA WILLIAMS, HUSBAND AND WIFE, HAVE CAUSED THESE PRESENTS TO BE SIGNED.

EASEMENTS, OF THE TYPES AND AT THE LOCATIONS AS SHOWN, ARE HEREBY DEDICATED TO THE PUBLIC USE, FOREVER.

*Adron E. Perry*  
ADRON E. PERRY

*Cheri L. Perry*  
CHERI L. PERRY

*Fred Williams*  
FRED WILLIAMS

*Sandra Williams*  
SANDRA WILLIAMS

STATE OF MISSOURI } SS  
COUNTY OF BOONE }

ON THIS 3rd DAY OF August, IN THE YEAR 2001, BEFORE ME, Twyla Carr, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ADRON E. PERRY AND CHERI L. PERRY, HUSBAND AND WIFE AND FRED WILLIAMS AND SANDRA WILLIAMS, HUSBAND AND WIFE, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN FINAL PLAT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

*Twyla Carr*  
Twyla Carr

NOTARY PUBLIC  
MY COMMISSION EXPIRES: May 9, 2004

## CERTIFICATION

A REPLAT OF LOT 14, WOODRAIL PLAT NO. 3, RECORDED IN PLAT BOOK 11, PAGE 104, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 AND IN THE SOUTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, AND CONTAINING 0.90 ACRES.

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 14 INTO LOTS 14A, 14B AND 14C.

I HEREBY CERTIFY THAT I SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY  
ALLSTATE CONSULTANTS, P.C.

*James R. Jeffries*  
JAMES R. JEFFRIES L.S. 2500  
August 8, 2001  
DATE

STATE OF MISSOURI } SS  
COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 6th DAY OF August, 2001.

*Tracy A. Stock*  
TRACY A. STOCK

NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 26, 2004

STATE OF MISSOURI } SS  
COUNTY OF BOONE }

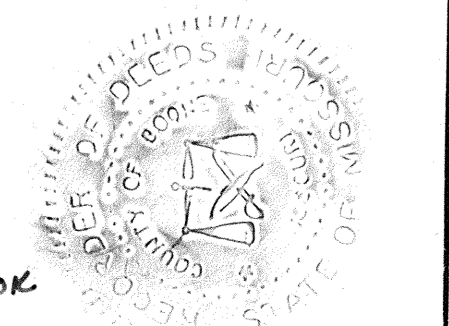
23143  
DOCUMENT NUMBER

I, THE UNDERSIGNED RECORDER OF DEEDS FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN MY OFFICE ON THE 6th DAY OF September, 2001, AT 9 O'CLOCK 35 MINUTES 4 M., AND IS TRULY RECORDED IN PLAT BOOK 35, PAGE 60.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DAY  
AND YEAR AFORESAID.

BETIE JOHNSON  
RECORDER OF DEEDS

*Brenda Cook*  
BY DEPUTY BRENDA COOK



## Boone County, Missouri

## Unofficial Document

Filed for record on April 6, 1983 at 10:15 o'clock A.M. in Boone Co. Mo.  
 Document No. 2998 recorded in Book 497 page 610. Bettie Johnson, Recorder of Deeds.

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

ABROGATION, TERMINATION, NULLIFICATION AND RELEASE OF  
COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS  
AND DECLARATION OF NEW COVENANTS, CONDITIONS, RESERVATIONS AND EASEMENTS  
AND RESTRICTIONS OF WOODRAIL SUBDIVISION -- PLAT 3  
(A Replat of Lot 6, 7, 8 and 9 of WOODRAIL SUBDIVISION -- PLAT 3)

This Declaration made on this 3rd day of January, 1983, by CHARLES RICE CONSTRUCTION CO., a Missouri corporation (which is hereinafter referred to as "the Developer"), and by each of the undersigned, who are, together with the Developer, the Owners of more than Fifty Percent (80%) all of the Lots and Units and real estate contained within WOODRAIL SUBDIVISION -- PLAT 3 as shown by that Plat recorded in Book 11 at Page 104 the Records of Boone County, Missouri, and more than Fifty Percent (80%) of the land area subject to that Declaration recorded in Book 422 at Page 72 of the Records of Boone County, Missouri.

## WITNESSETH:

WHEREAS, the undersigned, including the Developer, are the Owners of substantially more than Eighty Percent (80%) of all real estate (and area of real estate), Lots and Units subject to that DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF WOODRAIL SUBDIVISION -- PLAT 3, recorded in Book 422 at Page 72 of the Records of Boone County, Missouri; and

WHEREAS, the undersigned (the words "the undersigned," being deemed to include the Developer, and all of the undersigned Owners) desire to cancel, terminate, abrogate, release and render void and of no further effect the DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF WOODRAIL SUBDIVISION -- PLAT 3 described above, and desire to substitute for (and in lieu of) such Declaration a new Declaration containing new Covenants, Conditions, Reservations, Easements and Restrictions for that Development known as "WOODRAIL COUNTRY HOMES" which is contained within (and occupies all of) WOODRAIL SUBDIVISION -- PLAT 3; and

WHEREAS, the Developer holds all rights (including Class B votes) of the "Developer," under the Declaration by virtue of an assignment from WOODRAIL DEVELOPMENT COMPANY, the original Developer; and

WHEREAS, the undersigned, are, therefore, desirous of releasing, abrogating and terminating, forever, those Declarations, Restrictions, Reservations, Easements and Covenants appearing in that Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of WOODRAIL SUBDIVISION -- PLAT 3 described above, and of substituting in lieu thereof, for their own benefit and for the mutual benefit of all future owners or occupants of the real estate contained within WOODRAIL SUBDIVISION -- PLAT 3, hereinabove described, and all parts and portions thereof, certain new easements and rights in, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the undersigned, therefore, desire to place new protective covenants, conditions, easements, restrictions, reservations, liens and charges on WOODRAIL SUBDIVISION -- PLAT 3, as shown by Plat recorded in Plat Book 11 at Page 104 of the Records of Boone County, Missouri, and all parts and portions thereof, and the buildings and improvements now or hereafter constructed thereon, all of which shall be known as "WOODRAIL COUNTRY HOMES," for the use and benefit of themselves, their grantees, successors and assigns, all of which covenants, conditions, easements, restrictions, reservations, liens and charges shall constitute covenants running with the land; and

WHEREAS, the undersigned desire and intend that the several Owners, mortgagees, occupants and other persons hereafter acquiring any interest in the real estate contained within WOODRAIL SUBDIVISION -- PLAT 3, or any part thereof, or any improvements located thereon, shall at all times enjoy the benefit of, and shall hold their interest subject to the rights, easements, privileges, covenants, assessments and restrictions hereinafter set forth, all

Nora Dietzel, Recorder of Deeds

# Unofficial Document

of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the property, and are established for the purposes of enhancing and protecting the value, desirability and attractiveness of the property;

NOW, THEREFORE, the Developer and each of the undersigned Owners, jointly and severally, hereby declare that those Covenants, Conditions, Easements, Restrictions and Reservations appearing in that DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF WOODRAIL SUBDIVISION -- PLAT 3, dated the 14th day of February, 1975, and recorded in Book 422 at Page 72 of the Records of Boone County, Missouri, shall be and they are hereby, forever, released, abrogated, terminated and rendered of no further force or effect whatsoever, and that the said DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF WOODRAIL SUBDIVISION -- PLAT 3 shall be and it is hereby, forever, released, abrogated, nullified and rendered of no further force or effect as to all real estate (and all portions thereof) now subject thereto, and the Developer and the undersigned Owners, and each of them, do hereby further jointly and severally declare that all of the real estate now contained within WOODRAIL SUBDIVISION -- PLAT 3, and all parts and portions thereof, and all improvements now or hereafter situated thereon, and all interests therein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such real estate and all improvements now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens and charges shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof, and shall be binding on all parties having or acquiring any right, title or interest in the described real estate or any part thereof, or any improvements located thereon, and shall inure to the benefit of each Owner thereof. The Developer and the undersigned Owners hereby further declare as follows:

## ARTICLE 1

## DEFINITIONS AND MISCELLANEOUS TERMS AND CONDITIONS

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

Section 1 "Association" shall mean and refer to WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1, a Not-for-Profit corporation of the State of Missouri, which has been established, and which was incorporated under the Not-for-Profit Corporation Law of the State of Missouri on the 29th day of April, 1975.

Section 2. "Parcel" means that tract of real estate platted as WOODRILL SUBDIVISION -- PLAT 3, as shown by Plat recorded in Plat Book 11 at Page 104 of the Records of Boone County, Missouri.

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

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

Section 5. "Plat" means the Plat of WOODRAIL SUBDIVISION -- PLAT 3, which is described above, as amended by those Replats of portions of the real estate contained within the boundary lines of such Plat, which replats are recorded in the Records of Boone County, Missouri, as follows, to-wit:

1.0T

## BOOK 11

Lot 1 (as shown by  
Replat of Lot 1 and  
Part of Lot 2 of  
Woodrail Plat #3)

Part of Lot 2 (as  
shown by Replat of  
Lot 1 and Part of Lot  
2 of Woodrail Plat #1)

### Parts of Lots 2 and 3

Remainder of Lot 3  
(that portion not  
included in the Replat  
described above) and  
all of Lot 4

6  
7  
8  
9  
10  
11  
16

In addition "Plat" shall include any real estate contained within the boundaries of the Area which are now recorded, or which may hereafter be any portions of the real estate within the Area, as hereinafter described:

Section 6. "lot" shall  
WOODRAIL SUBDIVISION -- 11  
"Lot" shall be deemed to be  
Lot 1 and Part of Lot 2" to  
Boone County, Missouri, and  
Part of such Lot 2 shall be  
those Parts of Lot 2 and  
recorded in Plat Book 11  
(as such Parts of lots 2  
2 and 3, shall, for all pur  
the balance of Lot 3 (that  
2 and 3), and all of lot 3  
shall be deemed to be a  
subdivided into Units and  
certain of the lots by the  
ARTICLE I. The location of  
Plat, but the sizes, wit  
particular Lot, shall be as  
such lot. A typical lot w  
designated as "Common Unit"  
Area by a Plat or survey  
above. The boundaries of a  
where the boundaries of a  
such boundaries may be exp

# Boone County, Missouri

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LOT	BOOK OF RECORDING	PAGE OF RECORDING
Lot 1 (as shown by Replat of Lot 1 and Part of Lot 2 of Woodrail Plat #3)	15	46
Part of Lot 2 (as shown by Replat of Lot 1 and Part of Lot 2 of Woodrail Plat #3)	15	46 (such part of Lot 2, as so replatted, shall, for all purposes hereunder, be deemed to be a Lot as hereinafter defined)
Parts of Lots 2 and 3	11	206 (such parts of Lots 2 and 3 as so replatted shall, for all purposes hereunder be deemed to be a Lot as hereinafter defined)
Remainder of Lot 3 (that portion not included in the Replat described above) and all of Lot 4	(to be recorded)	(such remainder of such Lot 3 and such Lot 4 will, hereafter, be deemed to be a single Lot for all purposes under this Declaration)
6	12	102
7	11	161
8	11	205
9	11	121
10	11	104
11	11	198
16	16	2

In addition "Plat" shall mean any replats of all or any portion of the real estate contained within the boundary lines of WOODRAIL SUBDIVISION -- PLAT 3, which are now recorded, or are hereafter recorded, and which subdivide all or any portions of the real estate contained within such Plat into Units and Common Area, as hereinafter described.

Section 6. "Lot" shall mean each of Lots 5 through 16 shown by the Plat of WOODRAIL SUBDIVISION -- PLAT 3, hereinabove described. In addition, the word "Lot" shall be deemed to mean and to include Lot 1 as shown by the "Replat of Lot 1 and Part of Lot 2" recorded in Plat Book 15 at Page 46 of the Records of Boone County, Missouri, and that Part of Lot 2 as shown by such Replat (as such Part of such Lot 2 shall be deemed to be a single "Lot" for all purposes), and those Parts of Lots 2 and 3 of WOODRAIL PLAT NO. 3 as shown by the Replat as recorded in Plat Book 11 at Page 206 of the Records of Boone County, Missouri (as such Parts of Lots 2 and 3, as included within such Replat of Parts of Lots 2 and 3, shall, for all purposes hereunder be deemed to be a single "Lot"), and the balance of Lot 3 (that part not included within such Replat of Parts of Lots 2 and 3), and all of Lot 4 (as the balance of such Lot 3 and all of such Lot 4 shall be deemed to be a "Lot" for all purposes hereunder). Each Lot shall be subdivided into Units and Common Area in a manner similar to the subdivision of certain of the Lots by those Replats hereinabove described in Section 5 of this ARTICLE I. The location of and description for each Lot shall be fixed by the Plat, but the sizes, widths and descriptions for Units located within a particular Lot, shall be as same are shown on the final Plat or survey for each such Lot. A typical Lot will contain Units and Common Area (which may be also designated as "Common Units"). The Lots shall be divided into Units and Common Area by a Plat or survey of each Lot, similar to those described in Section 5 above. The boundaries of a Unit may be established on a "Zero Lot Line" basis, where the boundaries of a Unit include only the wall lines of the residence, or such boundaries may be expanded so as to include private patio and gardens, or

# Boone County, Missouri

## Unofficial Document

such boundaries may be expanded so as to provide private lawn areas or privacy areas for the Unit Owners. Each Lot shall contain a single building.

Section 7. "Unit" shall mean and refer to a portion of a Lot, which portion contains a single family dwelling, but shall not refer to any "Common Units," which Common Units are hereinafter referred to as "Common Area" and "Common Elements." The term "Unit" shall also include the building and other improvements located within the boundaries of a Unit. Every single family dwelling located within the Parcel shall be located upon, and shall constitute a part of a "Unit," regardless of how the real estate containing such single family dwelling shall be described. When a Unit Owner acquires ownership of a single family dwelling located within the Parcel, he shall be deemed to have acquired a "Unit," and the boundaries of the real estate acquired by the Unit Owner shall be deemed to constitute the boundaries of a Unit of WOODRAIL SUBDIVISION -- PLAT 3. The boundaries of a particular Unit shall be established by the final plat or survey for the particular Lot within which the Unit is located. The boundaries of a particular Unit shall be deemed to include the exterior surfaces of all exterior walls (other than interior, common party walls) of the single family dwelling located within the Unit, regardless of where such boundary lines are actually located. The boundaries of a particular Unit shall be deemed to pass through the center line of all interior, common or party walls between such Unit and any adjacent Unit, regardless of where such property lines might actually be located.

Section 8. "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit.

Section 9. "Common Area" shall mean all real property, real estate and improvements to the real estate contained within the Parcel (and within each Lot), outside of the boundaries of the Units into which each Lot has been, or is eventually divided, which real property shall be owned by the Association for the common use and enjoyment of the Unit Owners and their delegates, whether or not actually conveyed to the Association. Common Areas within a Lot shall be deemed to have been automatically conveyed to the Association when the first Unit located on the Lot, as shown by a Plat of the Lot, has been (or was) conveyed to a Unit Owner other than the Developer or its assignees of its rights as Developer. The terms "Common Unit" as used in the Plat, or in the replat of any Lot contained within "WOODRAIL SUBDIVISION -- PLAT 3, shall be deemed to be synonymous with the term "Common Area," and shall be deemed to be designated "Common Area." "Common Area" shall also refer to any land or improvements owned by the Association.

Section 10. "Common Elements" means all portions of the Property, and all portions of the real estate included within the Plat, and all rights, tenements, hereditaments and privileges and appurtenances pertaining to and belonging to such real estate contained within the Plat, other than the Units and the rights, privileges, tenements, hereditaments and appurtenances pertaining and belonging to the Units.

Section 11. "Declaration" means this instrument.

Section 12. "Developer" shall mean and refer to CHARLES RICE CONSTRUCTION CO., a Missouri corporation, and any person or persons to whom it shall assign all or any part of his rights as the Developer. No such rights shall be deemed to be conveyed by a Warranty Deed or other Deed or conveyance, unless such rights are specifically mentioned in such Deed or conveyance. Such rights can otherwise be assigned only by an assignment or deed by the Developer, which specifically refers to the rights of the Developer under this Declaration. The above provisions of this Section 12 to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, any deed of trust, mortgage instrument or security instrument, executed by the Developer (as hereinabove identified) as to a Lot, or Lots within the Parcel, or as to any real estate within the Parcel consisting of more than one (1) Unit, shall be deemed to include therein (even though not specifically mentioned therein) in addition to the real estate described therein, all Class B voting rights attributable to such real estate, and all rights as Developer attributable to such real estate, and shall be deemed to provide a lien against, and security interest in such Class B voting rights and such rights as the Developer. It

Nora Dietzel, Recorder of Deeds

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MEMb.

Each of the undersigned "Unit Owner of a Unit which has developed or its assignees, or Class A Member of the Association, shall be subject to the following provisions of the Declaration of the Association: the Association shall not be obligated to contribute to the ownership of a Unit, and owe thereof to all duties and obligations levied by the Association. To hold an interest merely as a member of the Association. The Association appurtenant to the assessment by the Association appurtenant to and may not be subject to assessment by the Association for Class A members. The Association cannot, under from ownership of a Unit subject to a covenant or agreement to the Unit shall execute any deed, lease, or his Unit ownership without in his corresponding membership to prevent any severance of mortgage or instrument purporting otherwise, shall be deemed to be the latter is not expressly to those to which it assigns all the terms of the Declaration of Association. The Developer, its rights as the Developer of Class A Members upon and for hereinafter provided in the interest required for Class A its assignees, and successive memberships, also be Class A purposes; any Units being held deemed to be Class A Units, the provisions of this Declaration of 12 of Article I, rights of the warranty deeds or other conveyances are specifically mentioned can be assigned only by specifically refers to the right a portion of such rights. Class B voting rights, herein WOODRAIL COUNTRY HOMES, but deed or assignment or other interest and is properly recorded. The Developer to other builders of one (1) Class B vote for every another person. If a Unit is assignee of any the Developer membership rights hereunder, to such Unit shall cease, and of the first sale, renting or thereto and attached thereto, respect to such Unit, a Class assessments, rights and privileges of a Unit, regardless of whether a B Member. If a Unit is rented Member, or any assignee of a Unit shall be deemed to have

Section 15. "Class B Member" shall mean a Class B Member of the Association and shall mean the Developer or any person to whom the Developer shall have assigned all or a portion of its rights as the Developer under the terms and provisions of the Declaration. Except as provided in Section 12 above to the contrary, a conveyance by the Developer, by warranty deed or otherwise, shall not be deemed to be an assignment of any of its rights as the Developer, unless such rights are specifically mentioned in such conveyance. Otherwise such rights can only be assigned by an assignment, by the Developer, which specifically refers to the rights of the Developer under this Declaration.

Section 17. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or certain Units, to the exclusion of all other Units.

Section 19. "Builder" means and refers to an individual, company or corporation who or which builds or constructs a building containing Units. The term "Builder," can include both the Developer, and individuals or companies other than the Developer, who build or construct improvements located within the Development. The Developer may sell a Lot or portions thereof, to a Builder, other than the Developer, for purposes of building or constructing improvements located within such Lot; provided, however, that all such improvements shall be constructed pursuant to the Planned Unit Development plans for the Development, approved by the City of Columbia, Missouri, and only in accordance with the Architectural Control Provisions set forth in Article VIII of this Declaration. As elsewhere indicated in this Declaration, the Developer may sell a Lot, or portions thereof, to a Builder, other than the Developer, without assigning the Class B votes attaching to such Lot, or portion thereof. The Developer may also, in addition to the sale of the Lot or portion thereof, assign to a Builder, by a separate written instrument (other than the Warranty Deed) the Class B voting rights attributable to the Lot or portion thereof transferred to the Builder.

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# Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

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### ARTICLE II

#### MEMBERSHIP IN THE ASSOCIATION

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Each of the undersigned Unit Owners, other than the Developer, and every Unit Owner of a Unit which has been (or is hereafter) conveyed or rented by the Developer or its assignees, or successors in ownership, shall automatically be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the following provisions of the Declaration, and shall be entitled to all rights and privileges of Class A membership in the Association. Class A membership in the Association shall not be optional. There shall be one (1) Class A membership attributable to each Unit. Class A membership shall automatically attach to ownership of a Unit, and ownership of a Unit shall subject the Unit Owner thereof to all duties and obligations of Class A membership, and to assessments levied by the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Unit which is subject to assessment by the Association. Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of a Unit shall be the sole qualification for Class A membership in the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Unit subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No Unit Owner shall execute any deed, lease, mortgage or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. The Developer, and those to which it assigns all or any part of its rights as the Developer under the terms of the Declaration shall be the sole Class B Members of the Association. The Developer, and those to which it assigns all or any portion of its rights as the Developer under the terms of the Declaration shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided in the Declaration, for each Unit in which they hold the interest required for Class A membership by this ARTICLE II. The Developer and its assignees, and successors, shall, before the termination of Class B memberships, also be Class A members for each Unit held for rental or lease purposes; any Units being held for rental or lease purposes being automatically deemed to be Class A Units, which are subject to assessment under the following provisions of this Declaration. Except as provided to the contrary in Section 12 of Article I, rights of the Developer shall not be deemed to be assigned by warranty deeds or other conveyances made or given by the Developer unless such rights are specifically mentioned therein. Otherwise, rights of the Developer can be assigned only by a written assignment, properly recorded, which specifically refers to the rights of the Developer hereunder, and assigns all or a portion of such rights. The Developer can assign all or a portion of its Class B voting rights, hereinafter set forth, to other Builders who build within WOODRAIL COUNTRY HOMES, but such assignment shall be made solely by a written deed or assignment or other instrument which specifically refers to such rights, and is properly recorded. If any Class B voting rights are assigned by the Developer to other builders or developers, the assignee shall be deemed to lose one (1) Class B vote for every Unit conveyed, leased or rented by him or it to another person. If a Unit is sold, leased or rented by the Developer, or any assignee of any the Developer's rights hereunder, or the holder of any Class B membership rights hereunder, then the Class B membership, if any, attributable to such Unit shall cease, and such Unit shall automatically have (from the date of the first sale, renting or leasing thereof) a Class A membership attributable thereto and attached thereto, and the Unit Owner of such Unit shall become, with respect to such Unit, a Class A Member, subject to all duties obligations, assessments, rights and privileges of Class A membership attributable to such Unit, regardless of whether such Unit Owner is the Developer or any other Class B Member. If a Unit is rented or leased by the Developer or any other Class B Member, or any assignee of any of the Developer's rights hereunder, then such Unit shall be deemed to have been "conveyed," for purposes of determining the

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termination of Class B membership rights under the terms of ARTICLE III hereof. Notwithstanding anything to the contrary hereinabove set forth in the Declaration, in the event a Class A membership has not earlier attached to a Unit under the above provisions of this ARTICLE II, such a membership shall attach to such Unit, and the Class B membership attributable to such Unit shall terminate upon the earliest to occur of the following events:

(a) Six (6) months have expired following substantial completion of the building upon the Unit, or containing the Unit;

(b) Twenty-four (24) months have expired following the start of work for the construction of a building upon the Unit, or containing the Unit;

(c) Class A memberships have been attached to all other Units located within the Lot within which the Unit is located for a period of six (6) months;

(d) Such Unit has been conveyed, rented or leased to someone other than the Developer or the Builder who builds the building containing the Unit or located on the Unit;

(e) Such Unit or the building situated therein is occupied by anyone as a residence.

### ARTICLE III

#### VOTING RIGHTS

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

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

**Class B.** The Developer, and those to which it assigns all or any portion of its rights as the Developer, under the terms of this Declaration shall, initially (beginning with the date of the execution of this Declaration as hereinabove set forth in this instrument) in the aggregate, be entitled to Twenty (20) Class B votes, there being four (4) such votes attached to each Lot now owned by the Developer. If the Developer sells a Lot to a Builder or Owner, other than the Developer, without assigning the Class B membership or voting right attributable to such Lot, then, immediately upon such sale, all Class B votes attaching to such Lot shall cease and terminate. If the Developer, or any of its assignees or successors, or any Class B Member, retains ownership of a Lot, then, prior to the sale of the first Unit located within the Lot the Lot shall be subdivided into Units and Common Area, and upon the sale of each Unit within such Lot the Class B membership and Class B vote attributable to such Unit shall cease, and upon the sale of the last Unit within such Lot, all Class B votes attributable to such Lot shall cease and terminate. If a Class B vote attributable to a Unit is not previously terminated, then such Class B vote shall, in any event, terminate upon the sale, renting, leasing or other disposition of such Unit, or when such Unit is earlier occupied by anyone as a residence, and shall, in any event, terminate upon the earliest to occur of those events hereinabove specified in subparts (a) through (e) of ARTICLE II of this Declaration. Therefore, the number of Class B votes shall be reduced from the initial number of Twenty (20) as follows, to-wit:

(a) The number shall be reduced by the number of Class B votes hereinabove attributed to an individual Lot, upon the sale or conveyance of such Lot by the Developer to a Builder, or Owner, other than the Developer without assignment of the Class B voting rights attributable to such Lot;

(b) For each Lot, which is divided into Units and Common Area, the number of Class B votes attributable to such Lot shall be reduced by one for each Unit which is sold, rented, leased or otherwise disposed of by the Class B member owning same, effective on the date of such sale, renting, leasing or

# Boone County, Missouri

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other disposition, and all Class B votes attributable to such Lot shall cease and terminate upon the sale, renting, leasing or other disposition of the last Unit upon such Lot;

(c) In any event, all Class B votes shall cease and terminate as hereinabove provided in ARTICLE II of this Declaration, and as hereinafter provided in this Article III.

All Class B voting rights and Class B memberships in the Association, if not earlier terminated, shall cease and terminate upon the happening of the earliest of the following events to occur:

(i) When Twenty (20) Units, in the aggregate, have (subsequent to the date of this Declaration as hereinabove set forth in this Declaration), been conveyed, or first rented or leased, by the Developer, or other Class B members, or

(ii) On January 1, 1985, or

(iii) The Developer, or the holder of the last existing Class B voting rights, so determines at an earlier date by an instrument properly recorded.

Automatically on the date of termination of a Class B membership attributable to a Unit, a Class A membership shall attach thereto, and the Owner of each Lot which contains no Units shall hold four (4) Class A memberships for each such Lot, for voting purposes only, but not for any other purposes.

### ARTICLE IV

#### UNITS

All Units shall be legally described by the identifying letter, number or other designation pertaining to such Unit, as shown on the Plat, and every such description shall be deemed good and sufficient for the purposes. Any description of a Unit shall be deemed to include and convey, transfer, encumber or otherwise affect the Owner's corresponding membership in the Association, though the same is not expressly mentioned or described therein. Ownership of a Unit and of the Owner's corresponding membership in the Association shall not be separated nor shall any Units, by deed, plat, lease, court decree or otherwise be subdivided or in any other manner separated into any tracts or parcels smaller than the whole Unit. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. No Unit Owner shall own any sewers, pipes, wires, conduits, or utility lines, contained on, within, or beneath his Unit, which serve Units in addition to his Unit as such items, if not publicly owned, shall be deemed to be a part of the Common Elements. Any sewer lines, electrical lines, water lines, or other utility lines or equipment, contained within the Parcel, or which make up a part of the Property (including those within the boundary lines of any Units), other than those publicly owned, which service more than one Unit shall be deemed to be a part of the Common Elements, and shall be owned by the Association for the benefit of all Units served thereby, and the Unit Owners of such Units, and shall be maintained as a part of the Common Elements, for the benefit of the Unit Owners of the Units served by such sewer lines, water lines, electrical lines and utility lines, and the Unit Owners of any Units within the boundary lines of which such lines or equipment are located shall be required to afford access, at any reasonable time, to those performing necessary maintenance or repair upon or replacement of such lines or equipment; provided, however, that notwithstanding anything to the contrary at any place appearing in this Declaration, all costs of repair, maintenance and replacement of such lines or equipment which are designated hereby as "Common Elements," shall be shared, equally, by the Unit Owners of the Units serviced thereby and such Unit Owners shall be required to pay all costs and expenses incurred in repairing and replacing such lines or equipment. The provisions of this ARTICLE IV are not intended to provide that individual "customer service lines" or "laterals," or sewage lines, water lines or other utility lines which service only one Unit shall be made a part of the common Elements, as such lines (regardless of whether located within the boundary lines of the Units or the Common Areas)

shall be deemed to be owned thereby, who shall be required to pay the sole expense. Each Unit, with its line or utility line service, shall be deemed an easement, in favor of the Association, and their designees shall be required to repair or replace such lines of the Units on a Lot or may include private lawn area.

#### Section 1. Formation.

to be incorporated as a not-for-profit corporation in Missouri, known as WOODBRILL, may not now be in good standing, but shall be reinstated or reincorporated as "the Association." Each of the members of the Association, then remaining undersigned Unit Owners,

#### Section 2. Articles of Incorporation.

as its Articles of Incorporation, attached hereto as "Exhibit A," shall then the directors and officers of the Association shall continue to be the Association shall, from the Bylaws, those Bylaws which are hereby adopted, and are hereby adopted. Such Exhibits, though fully set forth herein, shall continue to serve, until the Association, and until their

#### Section 3. Administration.

Association, which, in turn, shall be constituted as hereinafter provided, shall have general responsibility for the annual budget of the Association, monthly or other assessments for the management of the Association, and any matter generally pertaining to the development.

#### Section 4. Board of Directors.

rights, the Board of Directors, three (3) of whom shall be elected by the Class B Owners, holding ownership in those to which the Developer (the Developer) elected by the Class B voting rights have the right to elect three (3) natural persons who shall be elected by the Board of Directors in that manner, and hereinabove provided to the Directors of the Association Corporation (the "Association") duly elected and qualified.

#### Section 5. General Powers.

for the benefit of all Units, shall acquire and shall pay for, the following:

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shall be deemed to be owned by the individual Unit Owners of the Units serviced thereby, who shall be required to repair, maintain and replace same at their sole expense. Each Unit, within the boundary lines of which a sewer line, water line or utility line servicing more than one Unit exists, shall be imposed with an easement, in favor of the Association and the Owners of Units serviced thereby, and their designees, for purposes of affording access to maintain, repair or replace such line or lines. As hereinabove indicated, the boundary lines of the Units on a Lot may be established by the "zero lot line" concept, or may include private lawn area.

### ARTICLE V

#### THE ASSOCIATION

Section 1. Formation. The Developer's predecessor has previously caused to be incorporated a not-for-profit corporation under the laws of the State of Missouri, known as WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1. Such Corporation may not now be in good standing, and, if not in good standing, will be immediately reinstated or reincorporated. Such Corporation is referred to herein as "the Association." Each of the undersigned is and shall automatically be a member of the Association. The Developer shall be the Class B Member, and the remaining undersigned Unit Owners shall be Class A Members.

Section 2. Articles of Incorporation and Bylaws. The Association now has as its Articles of Incorporation, those Articles of Incorporation which are attached hereto as "Exhibit A." If the Corporation is not now in good standing then the directors and officers of the Association shall cause the Corporation to be reinstated to corporate good standing. Such Articles of Incorporation shall continue to be the Articles of Incorporation of the Association. The Association shall, from the date of recording of this Declaration, have as its Bylaws, those Bylaws which are attached hereto as "Exhibit B." Such Bylaws are hereby adopted, and are hereby adopted in lieu of any present Bylaws of the Association. Such Exhibits are incorporated herein by reference the same as though fully set forth herein. All of the present Directors of the Association shall continue to serve, until the next annual meeting of the members of the Association, and until their successors are duly elected and qualified.

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

Section 4. Board of Directors. So long as there are Class B voting rights, the Board of Directors of the Association shall consist of five (5) Directors, three (3) of whom shall be natural persons (who need not be Unit Owners) elected by the Class B members, and two (2) of whom shall be natural persons, holding ownership interests in Units (other than the Developer and those to which the Developer has assigned all or any portions of its rights as the Developer) elected by the Class A members of the Association. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3) natural persons, who shall own ownership interests in Units, and who shall be elected by the members of the Association. The Directors shall be elected in that manner, and for those terms, specified by the Bylaws, except as hereinabove provided to the contrary. The existing members of the Board of Directors of the Association shall automatically be the Directors of the Corporation (the "Association") and shall serve until their successors have been duly elected and qualified.

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

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(a) Water, sewer, waste removal, electricity and telephone and other necessary utility services for the Common Elements and Common Areas not located within the boundary lines of the Lots or any Lot, as all water, sewer, waste removal, electricity and telephone and other necessary utility services for the Common Elements and Common Areas located within the boundary lines of each Lot shall be provided equally, by the Owners of the Units located within such Lot, or otherwise, as the Owners of such Units shall agree, between and among themselves;

(b) To obtain and maintain a policy or policies insuring the Association, its members, and its Board of Directors against any liability to any persons, including Unit Owners or their invitees or tenants, instant to the ownership and/or use of the Common Area or Common Elements, the liability under which insurance shall be of the limits determined by the Association's Board of Directors, but shall never be less than Three Hundred Thousand Dollars (\$300,000.00) single limit coverage, for injuries to or death of any one person or for injuries or deaths arising out of any one occurrence. Such limits shall be reviewed annually by the Association's Board of Directors and may be increased in its discretion. Such insurance shall be payable to the Association in trust for the benefit of the Unit Owners. The Association shall also obtain Workers' Compensation Insurance to the extent necessary to comply with any applicable laws. The provisions of this subparagraph (b) to the contrary notwithstanding all such insurance within a Lot (such insurance being hereby required) shall be maintained in the name of the Association by the Owners of Units within such Lot, at their sole expense.

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

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

(e) To enforce those provisions hereinafter set forth in ARTICLE IX of this Declaration, which require that the Owners of all Units located within each Lot collectively provide for certain repairs, replacements, maintenance and servicing to be performed within such Lot; and to enforce the provisions of ARTICLE IX of this Declaration which require that the Owners of each or certain the Units located within the Development repair, maintain and replace certain portions of the Units and Building, and the various portions of the Lots and the improvements located therein; and to enforce the provisions of ARTICLE IX of this Declaration which require that the Owners of each Unit located within the Development repair, maintain and replace certain portions of their Units and the improvements attributable thereto, or located thereon, including the repair, maintenance and replacing of heating or air conditioning equipment, structural elements, interior surfaces and the interiors of buildings located on the Units

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or containing the Units, and glass surfaces, doors, gates and hardware, and windows and window hardware, and private patios and decks, and all structural elements, and structural elements of exterior walls and privacy fences; and to enforce the provisions of ARTICLE IX of this Declaration which impose upon the owners of Units located within a Lot the obligations to maintain, repair and replace certain structural elements, roofs, gutters and downspouts, and to otherwise enforce the provisions of Article IX of this Declaration which require the Unit Owners, either individually or collectively, to perform certain maintenance, repairs and replacements;

(f) To maintain, repair and replace and provide snow removal for, when necessary, all streets, roads, driveways, parking areas, sidewalks and walkways within those Common Areas which are not located within any Lots, which are not publically owned or dedicated, and all walkways and pathways within such Common Areas, all of which shall be a part of the Common Elements, and to maintain, repair and replace all portions of the Common Element which are not within the boundary lines of any Lots.

(g) To establish rules and regulations governing the streets, roads, driveways, parking areas, sidewalks and walkways within the Property and the Parcel, and governing the Common Area and Common Elements so as to provide reasonable protection for the rights and privacy of all Unit Owners, in the use and enjoyment of their Units and any parking areas or Common Areas or Common Elements intended for the sole use and enjoyment of owners of any particular Units.

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

(i) To pay any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire property or any part thereof which may, in the opinion of the Association's Board of Directors, constitute a lien against the Property or against the Common Elements, rather than merely against the interests of a particular Unit Owner. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging the lien and any costs incurred by the Association and its Board of Directors by reason of the lien or liens shall be specially assessed to said Unit Owners and shall constitute a lien against the Units owned by the Unit Owners.

(j) To provide for the payment of taxes and assessments, general and special, levied against or by reason of the Common Areas and Common Elements which are not within the boundary lines of any Lots.

(k) To provide for the snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement for Common Elements located within the boundary lines of a Lot, and to provide for the snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement for improvements located within the boundary lines of a Lot on the exterior of the buildings located on such Lot, and to provide for the painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement for the exteriors of buildings and improvements located on the Units contained within the boundary lines of a Lot, all of which would otherwise be the responsibility of Unit Owners of Units located within such Lot, or certain of such Unit Owners if such snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair or replacement is necessary in the discretion of the Association's Board of Directors to protect the Association or the Common Elements, or any Unit or Units or any portion of the value of all or any portion of the Properties, when the Unit Owners of the Units responsible for the performance of the snow removal, painting, cleaning, tuckpointing, maintenance, repair, replacement or servicing have failed or refused to perform said snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, replacement or servicing within a reasonable time after written notice of the necessity of same has been delivered by the Association's Board of Directors; provided, however,

that no such written notice is provided further, however, that a special assessment against replacement or servicing, and such snow removal, painting, repair, replacement or servicing Units and the improvements described in ARTICLE VI below.

(l) To provide for the interiors of the building or replacement of glass surf hardware, private patios and maintenance, repair or replacement located within the boundary lines the maintenance, repair or replacement of exterior repair or replacement of exterior maintenance, repair or replacement provide for any maintenance, it would otherwise be required maintained, repaired or replaced or replacement is necessary Directors to protect the Association or portion of a building, or value of the Property or Property have failed or refused to perform a reasonable time after written repair or replacement has Directors; provided, however, the case of an emergency; and Directors shall levy a special or Owners responsible for the shall constitute a lien upon the be enforceable in that manner

(m) To provide for roofs, gutters, downspouts, and collectively maintained, repair or replacement Association's Board of Directors, or any other Unit or any portion or aspect of the Units Owners responsible for such refused to perform said maintenance time after written notice of replacement has been delivered provided, however, that no such an emergency; and provided further levy a special individual Unit responsible for the costs of the constitute a lien upon such Units enforceable in that manner described

(n) To enter into understandings with the Owners of any Unit, or with the Owners performed on behalf of such Unit upkeep, replacements, or insurance are obligated to perform or to Declaration; provided, however cost and expense of the Unit Owners shall be obligated to pay for the Association's costs and

Section 6. Entry into  
The Association, or its agents, into all of the Common Areas lines of a Lot, and may enter any cutting of grass, or any

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that no such written notice shall be required in the case of an emergency; and provided further, however, that the Association's Board of Directors shall levy a special assessment against the Units responsible for the maintenance, repair, replacement or servicing, and the Unit Owners of such Units, for the cost of such snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, replacement or servicing, which shall constitute a lien upon all such Units and the improvements located thereon, which lien shall be enforceable as described in ARTICLE VI below.

(1) To provide for the maintenance and repair of interior surfaces or the interiors of the buildings located on a Unit, or for the maintenance, repair or replacement of glass surfaces, doors, gates, hardware, windows and window hardware, private patios and decks located within a Unit, or for the maintenance, repair or replacement of heating or air conditioning equipment located within the boundary lines of a Unit or serving a Unit, or to provide for the maintenance, repair or replacement of structural elements or structural repair or replacement of exterior walls or of structural elements or structural repair or replacement of exterior walls or privacy fences, or to provide for the maintenance, repair or replacement of utility lines serving only one Unit, or to provide for any maintenance, repair, replacement or servicing which a Unit Owner would otherwise be required to provide (all of which would otherwise be maintained, repaired or replaced by the Unit Owner), if such maintenance, repair or replacement is necessary in the discretion of the Association's Board of Directors to protect the Association or the Common Elements, or any other Unit or portion of a building, or any other building or any portion or aspect of the value of the Property or Properties, when the Unit Owner or Owners of said Unit have failed or refused to perform said maintenance, repair or replacement within a reasonable time after written notice of the necessity of said maintenance, repair or replacement has been delivered by the Association's Board of Directors; provided, however, that no such written notice shall be required in the case of an emergency; and provided further, however, that the Board of Directors shall levy a special individual Unit assessment against the Unit Owner or Owners responsible for the cost of maintenance, repair or replacement, which shall constitute a lien upon such Units and their improvements, which lien shall be enforceable in that manner described in ARTICLE VI below.

(m) To provide for the maintenance, repair or replacement of any roofs, gutters, downspouts, utility lines or other improvements which are to be collectively maintained, repaired or replaced by Owners of several Units, if such maintenance, repair or replacement is necessary in the discretion of the Association's Board of Directors to protect the Association or the Common Elements, or any other Unit or portion of a building, or any other building or any portion or aspect of the value of the Property or Properties, when the Unit Owners responsible for such maintenance, repair or replacement have failed or refused to perform said maintenance, repair or replacement within a reasonable time after written notice of the necessity of such maintenance, repair or replacement has been delivered by the Association's Board of Directors; provided, however, that no such written notice shall be required in the case of an emergency; and provided further, however, that the Board of Directors shall levy a special individual Unit Assessment against the Unit Owner or Owners responsible for the costs of the maintenance, repair or replacement, which shall constitute a lien upon such Units and their improvements, which liens shall be enforceable in that manner described in ARTICLE VI below.

(n) To enter into contracts, agreements, undertakings or understandings with the Owners of Units located within a Lot, or with the Owners of any Unit, or with the Owners of certain Units, to perform or to cause to be performed on behalf of such Unit Owners, any maintenance, repairs, servicing, upkeep, replacements, or insuring, or any other duties, which such Unit Owners are obligated to perform or to provide in accordance with the provisions of this Declaration; provided, however, that all of same shall be performed at the sole cost and expense of the Unit Owners obligated therefor, and that such Unit Owners shall be obligated to the Association to make payment to the Association for the Association's costs and expenses incurred in connection therewith.

Section 6. Entry into Lots, Common Areas and Common Elements or Units.  
The Association, or its agents, or its Directors, may enter into any Lot, and into all of the Common Areas and Common Elements contained within the boundary lines of a Lot, and may enter into any Unit, when necessary in connection with any cutting of grass, or any irrigation of lawns, trees, shrubbery and the like,

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or any landscaping or gardening, or any snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair or replacement for the Common Areas or Common Elements or for any Unit, for which the Association is responsible, or which it is authorized to perform under Section 5 of this ARTICLE V or under ARTICLE IX below. Such entry shall be made with as little inconvenience to the Units Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund established as hereinafter provided for. The Association, or its agents, or its Directors, shall be specifically authorized to enter into any Unit, or any building located on any Unit, for purposes of performing any lawn mowing, irrigation, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair or replacement, which the Association shall be authorized to perform under the above provisions of this ARTICLE V.

Section 7. Limitation Upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as hereinabove set forth shall be limited in that they shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for the purpose of replacing or restoring any improvements which have been damaged or which reasonably require replacement for any reason) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor shall the Association or this Board of Directors authorize any structural alterations, capital additions to, or capital improvements to the Common Elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case obtaining the prior approval of a majority of the Class A Members and obtaining the written approval or waiver of any mortgagee holding any deed of trust on at least three (3) Units, provided any such mortgagee notifies the Association's Board of Directors of its ownership and desire to have the right to so approve.

Section 8. Rules and Regulations. A majority of the Association's Board of Directors may adopt and amend administrative rules and regulations and such reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Common Elements, and areas of Units located outside of buildings located on the Units and the exteriors of buildings located on the Units and for the health, comfort, safety and general welfare of the Unit Owners and occupants of buildings located on the Units.

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

### ARTICLE VI

#### ASSESSMENT - MAINTENANCE FUND

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Lot and Unit owned within the Property, hereby covenants, and each of the undersigned Owners hereby covenants, and each Owner of any Unit by acceptance of a Deed therefor, whether or not it shall be so expressed in any Deed or other conveyance, is deemed to covenant and agree to pay to the Association, and each Owner of each Unit now or hereafter located in the Development shall pay to the Association or the duly authorized officers, representatives or agents of the Association: (1) Annual Assessments to be paid to the Association as hereinafter provided; and (2) Annual Maintenance Assessments (which shall be payable to, and which shall be deemed to be payable to the Association, but which shall be collected within the Lots) as hereinafter provided; and (3) Special Assessments for capital improvements hereinafter provided for; and (4) Special Assessments for tax bills for public improvements as hereinafter provided; and (5) Special Assessments for repair or replacement or maintenance to be done by individual Unit Owner or by individual Unit Owners, as hereinafter provided; and (6) Special Assessments for replacement or non-periodic maintenance hereinafter provided; and (7) Special Assessments for portions of insurance premiums hereinafter provided; and (8) Special Unit Assessments hereinafter described; and (9) any other sums or assessments provided for in this Declaration; and (10) Special Assessments for fines as provided for by ARTICLE XII hereof; such sums and assessments to be fixed,

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established and collected from time to time as hereinafter provided. All such annual and special assessments, and other sums and assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided for, shall be a charge on the Units, land and improvements and shall be a continuing lien upon the Units, land and improvements against which each such assessment or charge is made. Each such assessment or charge shall also be the joint and several personal obligation of the person or persons who were the Owners of such Unit, land, property or improvement at the time when the assessment fell due. The personal obligation shall not pass to such Owner's successor in title unless expressly assumed by them.

**Section 2. Purposes of Assessments.** The Assessments to be levied hereunder shall be used by the Association and its designees to discharge the Association's duties and obligations as provided for by this Declaration, and for the purposes of performing those functions hereinafter described, and for the purposes of promoting the recreation, health, safety and welfare of the Unit Owners, and residents of the Development, and in particular for the improvement and maintenance of the Property and of the buildings situated upon the Lots and the Units, as required by the provisions of this Declaration, including but not limited to the payment of taxes and insurance on the Common Area and Common Elements, repairs to, maintenance of, replacement of and addition to the buildings located on the Lots and the Units as required by the terms and conditions of the Declaration, and for the cost of labor, equipment, materials, management, and supervision of the Common Area and Common Elements and of the buildings (as required by the following provisions of this Declaration) and for the maintenance, repair and services described in ARTICLES V and IX hereof.

Section 3. Maintenance Fund. All assessments or charges, and special assessments, established and collected under the terms of this Article, whether or not initially payable to the Association, shall constitute a fund to be known as the "Maintenance Fund," which shall be used solely for the purposes provided in this Declaration.

Section 4. Waiver of Provisions of Earlier Declaration. Section 4 of ARTICLE VI of the original Declaration (that Declaration recorded in Book 422 at Page 72 of the Records of Boone County, Missouri) provided for the sum of an initial Annual Assessment, and for a method of setting future annual assessments. It has been determined that the means of 'setting annual assessments, as provided for by such original Section 4, is not practicable. In fact, the assessment provided for by such Section 4 of the original Declaration has not been charged, in many instances, and the method for collecting and setting the annual assessments provided for by ARTICLE VI of the original Declaration, and particularly' Section 4 of such ARTICLE VI, has not been followed. The Developer, and each and all of the undersigned, therefore, hereby agrees that Section 4 of ARTICLE VI of the original Declaration shall be deemed to have been null, void and of no force and effect since the date of the original Declaration, so that there shall have been no responsibility upon the Association, or the Board of Directors thereof, to collect the assessments provided for by the original Declaration. From and after the date of this Declaration, assessments for each Unit shall be established as hereinafter provided in this ARTICLE VI.

Section 5. Annual Assessment to be Paid to Association. For calendar year 1983, beginning January 1, 1983, the Annual Assessment upon each Unit, which shall be paid to the Association, in one lump sum, at such time as the Board of Directors shall determine, shall be in the sum of Twenty-five Dollars (\$25.00). Beginning January 1 of 1984 and as of January 1 of each subsequent year, the Annual Assessments to be paid to the Association for the Units may be increased or decreased as follows: Each year, on or before December 31, the Board of Directors of the Association shall estimate the total amount necessary to pay the costs of wages, materials insurance, repairs, services and supplies required by the Association in order to discharge its duties under the Declaration, and the amounts necessary for any work and items which will be required during the ensuing calendar year for the rendering of all services and the performance of all of the powers and duties of the Board of Directors and the Association, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, and shall, on or before December 31, notify each Unit Owner in writing, as to the amount of such estimate. Said "estimated cash requirement" shall become the Total Annual Assessment to be paid

to the Association for all Units for the following calendar year. The Annual Assessment, which shall be paid by the Unit, shall be determined by dividing such sum by the number of Units which are subject to the assessment. The Annual Assessment to be paid by a Unit subject to assessment as of the first day of the calendar year shall be the Total Annual Assessment by the Association, as of the above-referenced date, for Units which become newly subject to assessment, shall be identical to the Assessment for Units which were subject to assessment for Units shall be added, in addition to the number of Units subject to Annual Assessments to be paid by the Association of Units subject to assessment for the calendar year. The sum of the assessments for Units which were subject to assessment for Units which were subject to assessment for Units shall be paid to the Association by the Unit for the calendar year, then the sum of the assessments for Units which were subject to assessment for Units shall be paid to the Association by the Unit for the calendar year shall be in full for the calendar year. If the Board has failed to set an assessment for the calendar year, the Board shall fail to establish a new assessment for the calendar year, and the assessment shall remain in full force and effect until the Board establishes an assessment for the calendar year. If the Board fails to establish an assessment for the calendar year, the assessment shall remain in full force and effect for the years 1984 and 1985. If the Board has established an assessment for the calendar year, such assessment shall be paid by the Unit for the subsequent calendar years, until the Board establishes a new assessment. The Association's Board of Directors shall have the authority to amend this Section 5. The Annual Assessment shall be paid by the Unit in installments, as the Association's Board of Directors may determine, but shall be collected on an annual basis. The Association's Board of Directors shall have the authority to pay the assessment payable to the Association, or to a third party, treasurer or another designee. In the event of a change of ownership of a Unit, the rate of the assessment shall be the same as the rate of the assessment at a uniform rate for all Units.

Section 6. General Summary  
indicated in ARTICLE IX of the  
within a Lot shall be required  
to provide for all of the follow-

(a) the mowing, fertilizing, and weeding of the  
Lot (whether within the Units or not);

(b) the irrigation,  
and the like within the Lot ('  
the Common Area);

(c) the landscaping  
the Lot (whether within the bo

(d) the furnishing  
all drive ways, walkways, sidewalk  
within the boundary lines of the

(e) the maintaining of water lines and other utility lines which serve all Units within the

(f) the payment of  
Elements within the Lot;

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to the Association for all Units, which are subject to Assessment, for the coming calendar year. The Annual Assessment for each Unit subject to Assessment, which shall be paid by the Unit Owners to the Association, shall be determined by dividing such sum of the Total Annual Assessment by the total number of Units which are subject to assessment as of such date of December 31. The Annual Assessment to be paid to the Association by the Owner of each Unit subject to assessment as of January 1 shall be the sum determined by dividing the Total Annual Assessment by the total number of Units, which are subject to assessment, as of the above-mentioned date of December 31. Annual Assessments for Units which become newly subject to assessments during a calendar year, shall be identical to the Assessments in effect for such calendar year for those Units which were subject to Assessment as of January 1 of such year. Assessments for Units shall not be decreased, during a calendar year, by any addition to the number of Units subject to Assessment during such year. The Annual Assessments to be paid to the Association for Units added to the number of Units subject to assessment during a year, shall be the same as the said assessments for Units which were subject to assessment at the beginning of the year. The sum of the assessments established pursuant to this Section 5 shall be paid to the Association by each Unit Owner. If the Board of Directors fails to establish an Annual Assessment to be paid to the Association for any calendar year, then the sum of the Assessment in effect for the immediately preceding calendar year shall be in full force and effect for the calendar year for which the Board has failed to set an assessment. [Example: If the Board of Directors fails to establish a new assessment for 1984, then the assessment for 1983 shall remain in full force and effect for 1984. If the Board subsequently fails to establish an assessment for 1985, then the assessment for 1983 shall be in effect for the years 1984 and 1985]. In other words, once the Board of Directors has established an Annual Assessment to be paid to the Association for any calendar year, such assessment shall be in full force and effect for subsequent calendar years, until thereafter increased or decreased by the Association's Board of Directors in accordance with the above-provisions of this Section 5. The Annual Assessments to be paid to the Association in accordance with this Section 5 shall be due and payable, at such times, and in such installments, as the Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, quarterly or monthly basis, as the Association's Board of Directors shall determine. All such assessments shall be payable to the Association, and shall be collected by the Association's treasurer or another designee of the Association's Board of Directors. In all cases, the rate of the assessments provided for by this Section 5 must be fixed at a uniform rate for all Units subject to assessment.

Section 6. General Summary of Maintenance Obligations. As hereinafter indicated in ARTICLE IX of this Declaration, the Unit Owners of Units located within a Lot shall be required, jointly and equally, and at their equal expense, to provide for all of the following:

(a) the mowing, fertilization and irrigation of all lawns within the Lot (whether within the Units or the Common Area);

(b) the irrigation, fertilization of all trees, shrubbery, plantings and the like within the Lot (whether within the boundary lines of the Units or the Common Area);

(c) the landscaping, gardening and maintaining of all lawns within the Lot (whether within the boundary lines of the Units or the Common Area);

(d) the furnishing of all snow removal and general maintenance for all drive ways, walkways, sidewalks and parking areas within the Lot (whether within the boundary lines of the Units or the Common Area);

(e) the maintaining, repairing and replacing of all sewer lines, water lines and other utility lines located within the boundary lines of the Lot which serve all Units within the Lot;

(f) the payment of all taxes upon the Common Areas and Common Elements within the Lot;

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(g) the providing of liability insurance for the Common Areas and Common Elements within the Lot (as described in subsection (b) of Section 5 of ARTICLE V of this Declaration);

(h) the painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing for the Common Elements located within the Lot;

(i) the general light "touch-up" maintenance of the exteriors of the Units and the Building located within the Lot and all improvements located within the Lot;

(j) the replacement of all dead and dying trees, shrubs, plants and other plantings located within the Common Areas upon the Lot (but not those located within the boundary lines of the Units located within the Lot);

(k) the planting of any new trees, shrubs, plantings and the like within the Common Areas located within the Lot (but not those located within the boundary lines of the Units);

(l) the maintenance, repair, replacement and resurfacing of drives, driveways, parking areas and walkways located within the Common Areas within the Lot (but not including the repair, replacement and resurfacing of such drives, driveways, parking areas and walkways located within the boundary lines of a Unit, which shall be performed by the individual Unit Owner).

The Unit Owners of Units located within a Lot shall NOT be required to equally and jointly (at their equal expense) provide for any of the following:

(i) the maintenance, repair, replacement or servicing of heating or air conditioning equipment;

(ii) the maintenance, repair, replacement or servicing of structural elements of the Building or of a Unit;

(iii) the maintenance, repair or replacement of roofs, gutters or downspouts (which shall be maintained in that manner hereinafter provided for in this Declaration);

(iv) the maintenance, repair or replacement of interior surfaces of the Building or of the interiors of a Unit;

(v) the maintenance, repair or replacement of glass surfaces, doors, gates and hardware, windows and window hardware and private patios and decks;

(vi) the maintenance, repair or replacement of structural elements or structural repair of exterior walls or privacy fences or utility lines which service only a single Unit (all of which shall be maintained and replaced by the individual Unit Owners);

(vii) the general exterior cosmetic maintenance for the Building located within the Lot which shall be performed, and paid for, as hereinafter provided in this Declaration;

(viii) the repair or replacement of walkways, drives, drive ways and parking areas located within the boundary lines of a Unit as opposed to Common Area (as same shall be repaired and replaced by the individual Unit Owner).

Each individual Unit Owner shall be required, at his sole expense, to do the following:

(aa) to maintain in good repair the interior of his Unit, and all interior surfaces of his Unit;

(bb) to maintain in good repair all structural elements of all walls, surfaces and structural elements of his Unit, including walls, floors and foundations;

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(cc) to maintain, repair and replace all water lines, sewer lines and other utility lines which serve only his Unit (whether located within the boundary lines of his Unit or the Common Areas;

" (dd) to provide for all necessary replacements for any lawns, trees, shrubs or landscaping within the boundary lines of his Unit which may be required in order to keep and maintain his Unit in a neat and attractive condition, and free of dead and dying grass, ground cover, trees, shrubs or landscaping material;

(ee) to provide for the maintenance, repair and replacement of heating and air conditioning equipment for his Unit (whether located within the boundary lines of his Unit or the Common Areas);

(ff) to repair, replace and resurface, if necessary, all (or those portions of any) sidewalks, walkways, drives, driveways and parking areas contained within the boundary lines of his Unit, which may require repair, replacement or resurfacing so as to maintain same in a safe, neat and attractive condition;

(gg) to repair, maintain and replace, so as to maintain same in a neat, attractive and slightly condition, all glass surfaces, patio, storage area walls, fences, decks, gates and hardware, and windows and window hardware and private patios and decks, and private fences;

(hh) to perform all maintenance, repairs, replacements and servicing for his individual Unit, or the surfaces thereof (both interior and exterior), the obligations for which are not imposed upon all or several of the Unit Owners of Units located within a Lot, in accordance with the provisions of this Declaration.

As hereinafter indicated in this Declaration, if the roof for individual Units located within a lot is clearly divisible into clearly discernible separate roofs, by party walls or other structures, so as to be clearly separable into separate portions serving separate Units (i.e. the Units do not share a common roof) then the Unit Owners of each Unit shall be required, at their sole expense, to provide for all maintenance, repair, replacement, servicing and resurfacing of the roofs for their individual Units, and for the gutters and downspouts for their individual Units. If, however, the roof for any Units is not clearly divisible into clearly discernible separate roofs, by party walls or other structures, so as to be clearly separable into separate portions serving separate Units (i.e. such Units share a common roof), then the Unit Owners of such Units which share a common roof shall be required to cooperate, and to jointly repair, maintain and replace all and every part of the roof or roof structure which serves their Units, and to cooperate and jointly arrange for the repair, maintenance and replacement of all and every part of such roof or roof structure, and for the gutters and downspouts for their Units, including those parts of the roof or roof structure, or gutters or downspouts which serve only a single Unit; provided, however, that for purposes of apportioning between and among the owners of such Units the costs of the maintenance, repair or replacement or servicing or upkeep of the roof or roof structure, or gutters or downspouts, the planes of the party walls between Units shall be extended upwards through the roof and roof structure, and outwards through the planes of the exterior walls, and the individual Unit Owner shall be responsible for paying that portion of the costs attributable to the repairing, replacement, servicing, resurfacing or upkeep of the portion of the roof, roof structure, gutters or downspouts located within his Unit as determined by such extension of the planes of the party walls (i.e. payment for that portion of the roof, roof structure, gutters and downspouts located within a Unit as determined by such extension of the common party walls shall be the responsibility of the Owner of such Unit). In addition, although the Unit Owners of all Units located within a lot shall be required to provide for general, light "touch-up" maintenance for the exteriors of the Building located on the Lot, the Owners of all Units within the lot shall not be required to collectively provide for any general, substantial cosmetic maintenance for the Building located within the Lot, including painting, cleaning, tuckpointing or other substantial cosmetic maintenance for the exterior of the Building. The Owners of all Units located within a lot shall, however, be required to jointly arrange for, and to cooperate in arranging for all substantial painting, cleaning, tuckpointing or

other general, substantial cleaning, tuckpointing, repointing, etc., shall be the responsibility of the Owner. The Owner shall be responsible for the painting, cleaning, and maintenance for that portion of the building determined by such theories.

Unit Owners of all lines, which service mor shall be required to ma cost of such maintenance, Owner shall be required lines, utility lines, i Unit, whether located wit Area.

Each Unit Owner shall maintain reasonable replacement for the boundary lines of his Unit and his Unit in a neat and ground cover, trees, shrubs

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Section 6 the Unit Owner  
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(a) the mowing,  
Lot (whether within the U.

(b) the irrig. and the like within the the Common Area);

(c) the lands  
the Lot (whether within the

(d) the turnpikes, ways, walkways, sidewalks and boundary lines of the bps;

(e) the main water lines and other utilities which serve all Units with

(f) the pay-  
Elements within the Lot;

(g) the provi.  
Common Elements within the  
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(h) the paint  
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(1) the general  
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within the Lot;

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other general, substantial cosmetic maintenance, for all and every part of the Building located within the Lot, and must jointly arrange for all such painting, cleaning, tuckpointing, and other substantial, exterior cosmetic maintenance. However, for purposes of determining that portion of the cost of same to be paid by each individual Unit Owner, again, the planes of all common party walls, between the Units, shall be theoretically extended upwards through the roof and roof surfaces, and outwards through the exterior walls, and each individual Unit Owner shall be responsible for paying for that portion of such cost attributable to the painting, cleaning, tuckpointing, or other substantial cosmetic, exterior maintenance for that portion of the Building contained within his Unit as determined by such theoretical extension of such party walls.

Unit Owners of all Units serviced by water lines, sewer lines or utility lines, which service more than one Unit, but less than all Units within a Lot, shall be required to maintain, repair and replace such lines, and to share the cost of such maintenance, repair and replacement, equally. Each individual Unit Owner shall be required to maintain, repair and replace all customer service lines, utility lines, laterals and other utility lines which serve only his Unit, whether located within the boundary lines of his Unit or within the Common Area.

Each Unit Owner shall be required, at his expense, to provide for the reasonable replacement for any lawns, trees, shrubs or landscaping within the boundary lines of his Unit, which may be required in order to keep and maintain his Unit in a neat and attractive condition, and free of dead or dying grass, ground cover, trees, shrubs or landscaping material.

Section 7. Annual Maintenance Assessments: As hereinabove indicated in Section 6 the Unit Owners of all Units located within a Lot are required, jointly and equally, at that their equal expense, to provide for the following items of maintenance, repair, replacement, servicing, upkeep and insuring for the real estate and improvements located within the Lot containing their Units, to-wit:

(a) the mowing, fertilization and irrigation of all lawns within the Lot (whether within the Units or the Common Area);

(b) the irrigation, fertilization of all trees, shrubbery, plantings and the like within the Lot (whether within the boundary lines of the Units or the Common Area);

(c) the landscaping, gardening and maintaining of all lawns within the Lot (whether within the boundary lines of the Units or the Common Area);

(d) the furnishing of all snow removal and maintenance for all drive ways, walkways, sidewalks and parking areas within the Lot (whether within the boundary lines of the Units or the Common Area);

(e) the maintaining, repairing and replacing of all sewer lines, water lines and other utility lines located within the boundary lines of the Lot which serve all Units within the Lot;

(f) the payment of all taxes upon the Common Areas and Common Elements within the Lot;

(g) the providing of liability insurance for the Common Areas and Common Elements within the Lot (as described in subsection (b) of Section 5 of ARTICLE V of this Declaration);

(h) the painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing for the Common Elements located within the Lot;

(i) the general light "touch-up" maintenance of the exteriors of the Units and the Building located within the Lot and all improvements located within the Lot;

(j) the replacement of all dead and dying trees, shrubs, plants and other plantings located within the Common Areas upon the Lot (but not those located within the boundary lines of the Units located within the Lot);

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(k) the planting of any new trees, shrubs, plantings and the like within the Common Areas located within the Lot (but not those located within the boundary lines of the Unit);

(l) the maintenance, repair, replacement and resurfacing of drives, driveways, parking areas and walkways located within the Common Areas within the Lot (but not including the repair, replacement and resurfacing of such drives, driveways, parking areas and walkways located within the boundary lines of a Unit, which shall be performed by the individual Unit Owner).

Such items of maintenance, repair, replacement, servicing, upkeep and insuring, as are hereinabove specifically described in this Section 7, and any other items of maintenance, repair, replacement, servicing and upkeep imposed upon all Unit Owners of Units located within a Lot, jointly and equally (at their equal expense), shall hereinafter be referred to "the collective obligations." The Units Owners of all Units located within a Lot shall be required, jointly and equally (and at their equal expense) to discharge the collective obligation for such Lot and all Units located within the Lot, and the Building and improvements located within a Lot. The Unit Owners of such Units shall have the right and power to provide for the collective obligations in such manner as they shall unanimously agree, and to assess among themselves, regular, irregular, annual or monthly assessments or other assessments for the purposes of meeting the costs of the collective obligations. However, the Unit Owners of Units located within a Lot shall also have the right and power to fix for themselves (and to assess among themselves) regular, annual assessments, for the purposes of meeting the costs of the collective obligations. Furthermore, if the Unit Owner of any Unit located within a Lot requests of the Owners of other Units located within the Unit that such an Annual Assessment be set for purposes of providing for the collective obligations of the Unit Owners of Units located within the Lot, then such an Annual Assessment shall be set (and must be set) and shall be imposed (and must be imposed) and shall be collected (and must be collected), in accordance with the following provisions of this Section 7, to-wit:

(1) Should any Owner of a Unit within a Lot for which annual assessments have not been previously set desire to have regular annual assessments imposed within such Lot, then such Unit Owner shall call (and shall be entitled to call and shall be an absolute right to call) a meeting of the Owners of all Units, located within such Lot to be held at one of the residences situated within such Lot. The notice of such meeting must be given, in writing to the Owners of all Units located within such Lot. Such writing may be personally served upon the Owners, or may be mailed to them, at their last known addresses, or may be served upon the occupants of a Unit. Such notice shall be deemed to have been given to a Unit Owner, when personally served on the Unit Owner or the occupants of his Unit, or, if mailed in a correctly addressed and stamped envelope, shall be deemed to be given on the date of mailing. The notice shall be given no fewer than ten (10), nor more than forty (40) days in advance of the meeting. Such notice shall state the date, time and place of the meeting, and shall state the purposes of the meeting, and shall state, specifically, that such meeting is called pursuant to this Section 7 of this ARTICLE VI for purpose of setting regular, annual assessments. At the first meeting called for such purpose, the presence or representation by proxy at the meeting of persons holding ownership interests in a majority of the Units situated within the Lot shall constitute a quorum. If the required quorum is not forthcoming at the first such meeting, another meeting may be called, subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If the Lot contains only two (2) Units (i.e. the Lot contains a duplex structure, or other two (2) Unit structure), and the Owner of the other Unit should fail to attending two (2) such meetings called by the Owner of a Unit located within the boundary lines of the Lot, then the Unit Owner of the Unit calling the meeting shall have the absolute right to set the annual assessment for both Units situated within the boundary lines of such Lot. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. An assessment agreed upon by a majority of those Unit Owners, who are present or represented, either in person or by proxy, at any such meeting at which a quorum is present or represented, in person or by proxy, shall be binding upon all Unit Owners subject thereto. At the first such meeting called for the purposes of establishing a regular, annual assessment,

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the Unit Owners shall, in good faith, attempt to estimate the total amount necessary to pay the costs of the Unit Owners' collective obligations upon the ensuing calendar year, and to set an Annual Maintenance Assessment for each Unit within a Lot which will be sufficient to discharge such costs. The sum of the Annual Assessment for each Unit located within the boundary lines of a lot shall be that sum approved by a majority vote of those Owners of Units located within the boundary lines of such Lot, who are present or represented by proxy at any such meeting, where a quorum is present or represented by proxy. Once an Annual Maintenance Assessment has been established by the Owners of Units located within a Lot in accordance with this subsection (1) then the following provisions of this Section 7 shall be in full force and effect and shall perpetually be in effect.

(11) Each subsequent year, on or before December 1, the Owners of Units located within the boundary lines of such Lot shall meet, and shall estimate the total amount necessary to pay the cost of all wages, materials, insurance, services and supplies, which will be required during the ensuing calendar year for the collective obligation. At the meeting hereinabove described in this subsection (11) the Unit Owners of Units located within the boundary lines of such Lot shall attempt, in good faith, to agree upon the sum of the annual assessment which shall be in effect for all Units located within the boundary lines of such Lot for the ensuing calendar year. The sum of the annual assessment for each Unit located within the boundary lines of such Lot shall be that sum agreed upon, at such meeting, by a majority of those Unit Owners of Units located within the boundary lines of such Lot who are present or represented by proxy. The notice requirements and the quorum requirements at such meeting shall be the same as are hereinabove established by subsection (1) of this Section 7; again provided that, if the Lot contains only two (2) Units, and the Owner of either unit should fail to attend any two (2) such meetings called by the owner of the other Unit, then the Owner of the Unit calling the meeting shall have the absolute right, power and authority to set the assessment for both Units located within such Lot. The above provisions of this subsection (11) to the contrary notwithstanding however, in the absence of a meeting of the Unit Owners held in accordance with this subsection (11), or in the absence of the setting of an assessment by majority vote at any such meeting, the sum of the annual assessment for the ensuing calendar year shall be fixed at the sum of the assessment in effect for the preceding calendar year, increased (but not decreased) by the percentage increase, if any, in the "Consumers Price Index for Urban Wage Earners and Clerical Workers, All Items, Series A (1967 equals 100)", published by the United States Department of Labor, Bureau of Labor Statistics for the City of Kansas City, Missouri (or if such Index does not exist then a similar Index published by a Department or Division or service of the Government of the United States of America, which indicates the change in the value of the dollar, shall be used) for the month of October of the preceding year as compared to the month of October for the year within which the estimate required by this subsection (11) is made (or if an Index is not published for such month of October, then the Index published for that month or date in closest proximity to the month of October shall be used).

Notwithstanding anything to the contrary hereinabove set forth in this Section 7, in the event Owners of Units located within the boundary lines of such a Lot do not impose upon themselves a regular, annual assessment, for Units located within such Lot, in that manner hereinabove provided for in this Section 7 for a period of two (2) consecutive calendar years, or in the event the Owners of such Units are unable to agree upon an increase in the sum of the annual assessment for Units located within such Lot in the manner hereinabove provided for in this Section 7 for a period of two (2) consecutive calendar years, or in the event, during any consecutive period of twenty-four (24) months, the Owners of such Units located within such Lot, in the opinion of the Association's Board of Directors, have substantially failed to discharge their obligations with respect to any one, more or all of the collective obligations hereinabove described, then the Association's Board of Directors shall be permitted (but shall not be required), at any regular or special meeting of such Board, to consider the sum of the assessment applicable to Units within such Lot for such purposes, and to set the sum of the annual assessment which shall be in effect for all such Units. The sum of such assessment, as so set by the Association's Board of Directors, shall be in full force and effect from January 1 of that year which begins immediately following the date of the meeting of the Board of Directors at which the assessment is established, and shall remain in full force

and effect until increased lines of such Lot pursuant to 7, or until again so increased amount of the assessment to good faith, by a majority vote that the sum of the assessment a Lot is reasonably required. Unit Owners as established and unlimited discretion, and no limitation upon it as it shall not be subject to the this Section 7.

In all cases in which purposes of performing the agreement, or in accordance with this Section 7, they shall collecting, depositing and

In all cases, all cost Owners located within a Lot Units within that Lot. In Section 7, applicable to all shall be uniform.

The assessments (whether this Section 7 are referred Assessments. Such assessments subsections (1) and (11) unanimous agreement of the solely to discharge the Col within a Lot) be deemed to shall be collectible and enforce Article VI for all assessments

Although the assessment established by the Unit Owners shall, nevertheless, be deemed shall be deemed to be a Association. Each such assessment personal obligations of the land, property or improvement such assessment shall be a continuing lien upon the land charge is made. Each such delinquent. If any installment days after the due date of delinquency at the then current National Bank of Columbia individual borrowers, upon percent (12%) per annum), equity against the Owner's lien against the Unit and attorney's fees of any assessment. No Owner's assessments provided for in Common Elements or abandoned for in this Section 7 shall of trust now or hereafter provided, however, that obligations secured by such apply only to the assessment payable prior to conveyance lieu of foreclosure. Such relieve such property from thereafter becoming due on installments thereof thereafter

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and effect until increased by the Owners of Units located within the boundary lines of such Lot pursuant to the provisions of subsection (ii) of this Section 7, or until again so increased by the Board. The sole limitation upon the amount of the assessment to be so set by the Board shall be that the Board, in good faith, by a majority vote, of those Members present and voting, determines that the sum of the assessment so set by it for all Unit Owners of Units within a Lot is reasonably required to pay for the collective obligations of all such Unit Owners as established by this Declaration. The Board shall have absolute and unlimited discretion, so long as it acts in good faith, and there shall be no limitation upon it as to the sum of the assessment which it sets, and it shall not be subject to the cost of living limitations hereinabove described in this Section 7.

In all cases in which Unit Owners assess themselves with assessments, for purposes of performing the collective obligations, either by unanimous agreement, or in accordance with the provisions of subsections (i) and (ii) of this Section 7, they shall designate one of their number, for purposes of collecting, depositing and disbursing the assessments.

In all cases, all costs for performing the collective obligations of Unit Owners located within a Lot, shall be shared, equally, by the Owners of all Units within that Lot. In all cases, the rates of assessments set under this Section 7, applicable to each Unit located within the boundary lines of a Lot, shall be uniform.

The assessments (whether formal or informal) established in accordance with this Section 7 are referred to in this Declaration as Annual Maintenance Assessments. Such assessments (whether set in accordance with the provisions of subsections (i) and (ii) of this Section 7, or set or established by the unanimous agreement of the Unit Owners within a Lot) shall (even though used solely to discharge the Collective Obligations of Unit Owners of Units located within a Lot) be deemed to be assessments due and owing to the Association, and shall be collectible and enforceable in that manner hereinabove provided in this Article VI for all assessments due from Unit Owners.

Although the assessments provided for by this Section 7, may be assessments established by the Unit Owners, and imposed upon themselves, such assessments shall, nevertheless, be deemed to be Assessments owing to the Association, and shall be deemed to be a portion of the Annual Assessments owing to the Association. Each such assessment or charge shall be the joint and several personal obligations of the person or persons who were the Owners of the Unit, land, property or improvement at the time when the assessment fell due. Each such assessment shall be a charge on the land and improvements and shall be a continuing lien upon the land and improvements against which the assessment or charge is made. Each such assessment, which is not paid when due, shall be delinquent. If any installment or assessment is not paid within fifteen (15) days after the due date thereof, it shall bear interest from the date of delinquency at the then current maximum rate then being charged by Boone County National Bank of Columbia, Missouri, or its successors to standard risk, individual borrowers, upon unsecured loans (but in no event less than twelve percent (12%) per annum), and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the Unit Owner's Unit, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for by this Section 7 by nonuse of the Common Areas or Common Elements or abandonment of his Unit. The lien of assessments provided for in this Section 7 shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any properties subject to assessment; provided, however, that in the event of default in the payment of any obligations secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due or from the lien of any subsequent assessments or installments thereof thereafter becoming due.

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Assessments established in accordance with this Section 7 shall be due and payable at such times, and in such installments, as the majority of the Unit Owners, who are present and voting at a meeting called for the purpose of setting the assessment, in accordance with the foregoing provisions of this Section 7 shall determine, and may be collected on an annual, semi-annual, quarterly or monthly basis. Should the assessment be established by the Board of Directors, then the assessments shall be due and payable at such times and in such installments, as the Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, quarterly or monthly basis.

The above provisions of this Section 7 to the contrary notwithstanding, the Owners of all Units located within the boundary lines of a Lot containing more than one Unit, shall be permitted to enter into a Condominium Declaration, or a Declaration of Covenants, applicable only to such Lot and the Units located therein, which provides a method for setting assessments other than the method hereinabove provided for in this Section 7. If there is no such Declaration, then the provisions of this Section 7 shall be in full force and effect. If there is such a Declaration, and such Declaration does contain provisions contrary to those hereinabove set forth in this Section 7, and if the Unit Owners of Units located within the boundary lines of the Lot substantially fail, in the opinion of the Association's Board of Directors, to discharge the maintenance, repair, upkeep and servicing obligations imposed upon them by this Declaration during a term of twenty-four (24) months, then the above provisions of this Section 7 shall (the provisions of such Declaration for the Lot to the contrary notwithstanding) be in full force and effect, and the Board of Directors shall have the power and authority to impose upon the Owners of Units (and upon their Units) located within the boundary lines of such Lot annual assessments in accordance with the foregoing provisions of this Section 7. It is intended that any Condominium Declaration or Declaration of Covenants applicable to an individual Lot shall govern the relationships only between and among the Unit Owners of Units located within such Lot, and shall not govern the relationships of such Unit Owners (as fixed by this Declaration) with the Association, as such Unit Owner shall retain as to the Association the duties and obligations imposed upon them by this Declaration for the performance of maintenance, repairs, replacements, servicing and upkeep.

The annual assessments provided for by this Section 7 shall apply to each Unit located within the boundary lines of a Lot, beginning with that date hereinafter provided for in this ARTICLE VI.

The above provisions of this Section 7 to the contrary notwithstanding, and specifically the provisions of subsection (1) of the Section 7 to the contrary notwithstanding, the Builder (including the Developer), of a building located within a Lot subject to the provisions of this Section 7 of this ARTICLE VI, before conveyance of the first Unit within such Lot to be conveyed to an Owner other than such Builder, shall have the total, absolute and unmitigated right to specify for all of the Units located within the Lot an annual assessment, in an amount to be determined by the Builder in its sole, absolute and unmitigated discretion. If such annual assessment is so set by the Builder, then such annual assessment shall be in full force and effect, beginning with the date of the conveyance of the first Unit from the Builder to a Unit Owner other than the Builder, and shall be in effect for all Units located within the Lot as such Units become subject to assessments in accordance with the following provisions of this ARTICLE VI. The assessment established by the Builder shall be in full force and effect, as Annual Assessments under the provisions of this Section 7 of this Article VI, until such time as the assessment is increased in accordance with the above provisions of this Section 7. The Owners of Units located within a Lot shall have no right to decrease the annual assessment set by the Builder. The Owners of all Units shall be obligated for the sum of the annual assessment set by the Builder, until such time as the assessment is increased in accordance with the provisions of this Section 7. Assessments set by the Builder shall be deemed to be an assessment established in complete accordance with the provisions of this Section 7. The Builder shall set the assessment by recording a written instrument, in the real estate records of Boone County, Missouri, which identifies the Lot to which the assessment is to be applicable, and which specifies the sum of the annual assessment. There shall be no upper limit on the sum of the assessment to be set by a Builder.

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**Section 8. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement, of a capital improvement located within the Common Areas or Common Elements which services the Unit Owners of Units located within more than one (1) Lot, or for any unexpected maintenance of any such capital improvement, or for any maintenance, repair or replacement of a non-periodic character for any such capital improvement; provided that any such assessment shall have the assent of sixty percent (60%) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

**Section 9. Special Tax Bill or Assessment for Public Improvements.** The Association shall pay any special tax bill or benefit assessment of any public body for public improvements which abutt or run along any of the Common Area, or which benefit the entire Development as opposed to Unit Owners of only specific Units. The entire cost of any such tax bill or assessment shall, automatically, upon levy thereof by the public body or authority, become a Special Assessment against all Units, and shall be equally apportioned among all Units. The entire sum of such Special Assessments shall be used by the Association to pay the assessment or tax bill levied by the public body or authority. Such Special Assessment shall be due and owing by each Unit Owner in time to permit timely payment of the tax bill or assessment. Special Assessments provided for by this Section 9 shall be enforceable in that manner hereinafter provided for in this ARTICLE VI for enforcement of all assessments. Special Assessments provided for by this Section 9 shall attach to all Units, whether owned by Class A or Class B members or other members.

**Section 10. Uniform Rate of Assessment.** In all cases, the rates of those assessments provided for by Sections 8 and 9 of this ARTICLE VI must be fixed at a uniform rate for all Units. All assessments established under Section 7 must be uniform for all Units within a Lot.

**Section 11. Special Assessments for Repair or Replacement or Maintenance to be Done by Individual Unit Owner or by Individual Unit Owners.** As hereinabove indicated in this Declaration, if the roof or roofs serving several Units is clearly divisible into separate roofs by party walls or other structures, so as to be clearly separable into separate portions serving separate Units, then the Unit Owners of each Unit shall be required to provide for all maintenance, repair and replacement and resurfacing of the roof and the roof structure therefor, and for the maintenance, repair and replacement of gutters and downspouts serving the individual Unit. As also hereinabove indicated, and as hereinafter indicated in this Declaration, if the roof for any of the Units is not divided into clearly discernible separate roofs by party walls or other structures, so as to be clearly separated into separate portions serving the separate Units (i.e. such Units share a common roof), then, the Unit Owners of such Units shall be required to cooperate, and to jointly repair, maintain and replace all and every part of the roof or roof structure which serves their Units, and to cooperate and to jointly arrange for the repair, maintenance and replacement of all and every part of such roof or roof structure which serves their Units, and to cooperate and to jointly arrange for the repair, maintenance, and replacement of all and every part of such roof or roof structure, and the gutters and downspouts for their Units, including those parts of the roof or roof structure or gutters or downspouts which serve only a single Unit; provided, however, that for purposes of apportioning between and among the Owners of such Units the costs of the maintenance, repair or replacement or servicing or upkeep of the roof or roof structure, or gutters or downspouts, the planes of the party walls between the Units shall be theoretically extended upwards through the roof and roof structure, and outwards through the planes of the exterior walls, and the individual Unit Owner shall be responsible for that portion of the costs attributable to repairing, replacing, servicing or upkeep of the portion of the roof, roof structure, gutters or downspouts located within his Unit as determined by the planes of the party walls so extended. If, however, the roof and roof structure for Units located within or containing a building is clearly divisible into separate portions (i.e. separate roofs which cover or serve the individual Units) then each Unit Owner shall be required, at

his sole expense, to provide and upkeep of all parts, gutters and downspouts of all Units located within "touch up" maintenance. Owners of all Units shall collectively provide for the repair and upkeep for the or other substantial common Owners of all Units located for, and to cooperate in tuckpointing or other every part of the Building painting, cleaning, tree maintenance. However, by each, individual Unit between the Units, shall roof surface, and outward Owner shall be responsible attributable to the part cosmetic, exterior maintenance his Unit as determined by all Units serviced by part of the Common Element Declaration, and which Unit, shall be required to the costs of such maintenance Unit Owner shall be responsible service lines (utility lines Unit, whether located within Area. Each Unit Owner shall reasonable replacements to boundary lines of his Unit his Unit in a neat and attractive ground cover, trees, shrubs shall further be required of all walls, surfaces and floors and foundations, upon the owners of all Unit cosmetic appearance of exterior and tuckpointing. Each Unit and replace the heating located within the boundary and replace, if necessary driveway or parking area to may, hereafter, require attractive condition. Each repair, maintain and replace attractive and slightly exterior walls, fences, decks, gates, private patios and decks, in addition, each Unit Owner Unit, and all portions thereof perform or provide for any imposed, upon such Unit Owners provisions of this Declaration its discretion, may (but not repair, maintenance, replacement the Unit Owner or Owners required of such performance of servicing shall, automatically owners required to perform a lien upon such Units. State hereinafter provided against the Unit Owners and provided for in this ARTICLE Units, enforceable in that

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his sole expense, to provide for all maintenance, repair, replacement, servicing and upkeep of all parts of the roof or roof structure for his Unit and all gutters and downspouts for such Unit. In addition, although the Unit owners of all Units located within a Lot shall be required to provide for general, light "touch up" maintenance for the exteriors of the building located on the Lot, the Owners of all Units containing, or located within a Lot, shall not be required, to collectively provide for any general, substantial cosmetic maintenance, repair and upkeep for the Building, including painting, cleaning, tuckpointing or other substantial cosmetic maintenance for the exterior of the Building. The Owners of all Units located within, a Lot, shall be required to jointly arrange for, and to cooperate in arranging for, all substantial painting, cleaning, tuckpointing or other general, substantial cosmetic maintenance for all and every part of the Building within the Lot, and must jointly arrange for all such painting, cleaning, tuckpointing and other substantial, exterior, cosmetic maintenance. However, for purposes of determining the costs of same to be paid by each, individual Unit Owner, again, the planes of all common, party walls, between the Units, shall be theoretically extended upwards through the roof and roof surface, and outwards through the exterior walls, and each individual Unit Owner shall be responsible for paying for that portion of such costs attributable to the painting, cleaning, tuckpointing or other substantial, cosmetic, exterior maintenance for that portion of the building contained within his Unit as determined by such extension of such party walls. Unit Owners of all Units serviced by water lines, sewer lines or utility lines, which are a part of the Common Elements, under the above terms and conditions of this Declaration, and which are not publicly owned, and which service more than one Unit, shall be required to maintain, repair and replace such lines, and to share the costs of such maintenance, repair and replacement, equally. Each individual Unit Owner shall be required to maintain, repair and replace all customer service lines (utility lines), laterals and other utility lines serving only his Unit, whether located within the boundary lines of his Unit or within the Common Area. Each Unit Owner shall be required, at his expense, to provide for the reasonable replacements for any lawn, trees, shrubs or landscaping within the boundary lines of his Unit, which may be required in order to keep and maintain his Unit in a neat and attractive condition, and free of dead or dying grass, ground cover, trees, shrubs or landscaping material. Each individual Unit Owner shall further be required to maintain, in good repair, all structural elements of all walls, surfaces and structural elements of his Unit, including walls, floors and foundations, and the maintenance obligations collectively imposed upon the owners of all Units located within a Lot shall be limited solely to the cosmetic appearance of exterior walls and surfaces, including painting, cleaning and tuckpointing. Each Unit Owner shall further be required to maintain, repair and replace the heating and air conditioning equipment for his Unit (whether located within the boundaries of his Unit or the Common Areas), and to repair and replace, if necessary, that portion of any sidewalk, walkway, drive, driveway or parking area contained within the boundary lines of his Unit, which may, hereafter, require replacement so as to maintain same in a safe, neat and attractive condition. Each individual Unit Owner shall further be required to repair, maintain and replace (so as to maintain same in a clean, neat and attractive and slightly condition) all glass surfaces, patio and storage area walls, fences, decks, gates and hardware, and windows and window hardware, and private patios and decks, and privacy fences and the interior of his Unit. In addition, each Unit Owner shall be required to maintain the interior of his Unit, and all portions thereof. If any Unit Owner or Owners should fail to perform or provide for any item of repair, replacement, maintenance or servicing imposed upon such Unit Owner or Owners by this Section 11, or any other provisions of this Declaration, then the Association's Board of Directors, in its discretion, may (but shall not be required to do so) cause the item of repair, maintenance, replacement or servicing to be performed, at the expense of the Unit Owner or Owners required to perform or to provide for same. The costs of such performance of such item of repair, maintenance, replacement or servicing shall, automatically, become a special assessment against the Unit owners required to perform same and their respective Units, and shall constitute a lien upon such Units. Such Special Assessment shall bear interest at that rate hereinafter provided for in this ARTICLE VI and shall be enforceable against the Unit Owners and Units obligated for same, in that manner hereinafter provided for in this ARTICLE VI, and shall constitute a lien upon the applicable Units, enforceable in that manner hereinafter provided for in this ARTICLE VI.

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Section 12. Special Assessment for Replacement or Non-periodic Maintenance. As hereinabove indicated, if the roof and roof structure for Units is clearly divisible into separate roofs, then the Owners of each Unit shall be required, at their sole expense, to repair, maintain and replace all parts of the roof and roof structure for their individual Units and all gutters and downspouts for such Units. As also hereinabove indicated, if the roof or roof structure serving certain Units is not clearly divisible into separate roofs for such Units (i.e. such Units share a common roof), then the Unit Owners of such Unit shall be required to cooperate, and to collectively and jointly arrange for all maintenance, repairs, servicing and upkeep for the roof and roof structure for their Units, including those parts which service only a single Unit, and all gutters and downspouts for their Units; provided, however, that the costs of all such maintenance, repairs, servicing and upkeep shall be shared by the Owners of such Units in that manner hereinabove described in Section 11 of this ARTICLE VI by theoretically extending the planes of the Common party walls, in that manner described in such Section 11. As further indicated, the Unit Owners of all Units within a Lot are required to jointly arrange for, and to cooperate in arranging for and providing for, all substantial cosmetic maintenance and repair for all portions of the exterior wall surfaces of the Building located within such Lot, and for all substantial exterior cosmetic maintenance for such Building; again provided, however, that the costs of same shall be shared between and among such Unit Owners, and apportioned between and among such Unit Owners, in that manner hereinabove described in Section 8 of this ARTICLE VI by extending the planes of the Common, party walls. As further indicated in this Declaration, the Unit Owners of all Units located within a Lot are required, at their collective, equal expense, to provide for the discharging of the collective obligations of the Unit Owners as hereinabove described in Section 7 of this Article VI. Certain items of repairs, maintenance, servicing and replacements to be performed by the Unit Owners of certain Units in accordance with this Section 12, or other provisions of this Declaration, or which are collectively imposed upon the Unit Owners of all Units within a Lot under Section 7 (including, but not limited to, painting, cleaning or tuckpointing for Common Areas and Common Elements, landscaping replacement for Common Areas and Common Elements) may be of a non-periodic character. In the event the Owners of all Units located within a Lot are obligated under the provisions of this Declaration to perform any maintenance, repair, replacement or servicing of an irregular or non-periodic nature (including, by way of example only, but not by way of limitation, the need for painting or tuckpointing, or the need for parking area resurfacing), or in the event the Owners of certain Units located within a Lot are obligated to perform any maintenance, repair, replacement or servicing of a non-periodic or irregular nature (such as roof repair or replacement, or gutter or downspout repair or replacement), then the Unit Owners of the Units responsible for the performance of the maintenance, repair, replacement or servicing, shall attempt to agree upon the necessity for the maintenance, repair, replacement or servicing, and upon a Special Assessment to be assessed against each of the Units for performing the maintenance, repair, replacement or servicing. In the event the Unit Owners of such Units are unable to agree upon the necessity for the maintenance, repair, replacement, servicing or upkeep, or in the event they are unable to agree upon an assessment for purposes of performing the maintenance, repair, replacement, servicing or upkeep, then the Owner of any of the Units responsible for performing the maintenance, repair, replacement, servicing or upkeep, shall be permitted to call a meeting for purposes of establishing the necessity for the maintenance, repair, replacement, servicing or upkeep, and a Special Assessment for the costs of same. Such meeting shall be called and held as hereinafter provided in Section 21 of this Article VI. Any determination made at any such meeting, in the manner provided for by such Section 21, as to the necessity for any maintenance, repair, replacement, servicing or upkeep, or as to the sum of an assessment for such purposes, shall be binding upon all Unit Owners. In the further event, the Unit Owners who are responsible for performing the applicable maintenance, repair, replacement, servicing or upkeep of an irregular or non-periodic nature, are unable to agree between and among themselves as to the necessity for the maintenance, repair, replacement, servicing or upkeep, or as to the sum of any assessment for the purposes of paying the cost of the maintenance, repair, replacement, servicing or upkeep, then, in such event, the Association shall have the right and power (but not the obligation) to perform or to cause to be performed the maintenance, repair, replacement, servicing or upkeep on behalf of the Unit Owners obligated for the performance of same. In such event, the entire sum of the cost of such maintenance, repair, replacement,

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Declaration, and that pos-  
such Unit shall become a  
be due and owing by each  
costs of the work. Special  
attach to all Units, with  
members. Special assess-  
other assessments, consti-  
the Units who are re-  
constitute liens against  
and improvements making  
hereinafter provided for  
manner hereinafter provid-

Section 15. Date of  
Assessments to be paid  
Assessments, hereinafter pro-  
shall apply, beginning with  
then subject to Assessment  
Page 72 of the Records of  
which thereafter becomes a  
Class A Membership attach-  
Declaration. The first  
according to the number  
Association shall, upon de-  
signed by an officer of the  
a specified Unit have been  
for the issuance of these  
evidence of payment of any

Section 13. Special Unit Assessment. If the Unit Owners of all Units located within the boundary lines of a Lot fail to satisfy their maintenance obligations imposed upon them by ARTICLE IX of this Declaration, by providing for the maintenance, repairs, servicing or replacements to be provided by them pursuant to such ARTICLE IX, or if the Unit Owners of any Units located within a Lot fail to satisfy any repair, replacement, servicing or maintenance obligations imposed upon such Unit Owners, as hereinafter specified in ARTICLE IX of this Declaration, or if the Unit Owner of any individual Unit should fail to discharge any of the maintenance, repair, servicing or replacement obligations imposed upon the owner of such Unit by the provisions of this ARTICLE or ARTICLE IX of this Declaration, and if the Association's Board of Directors, in its sole and absolute discretion, deems the performance of such maintenance, repair, servicing or replacement obligations to be necessary to protect the Association, or the Common Elements, or any Unit, or any portion of a building located within any other Lot, or any of the values of all or any part of the Property, and if the Unit Owner or Owners have failed or refused to perform said maintenance, repair, servicing or replacement obligations within a reasonable time after written notice of the necessity for same has been delivered by the Association's Board of Directors (provided, however, that no such written notice shall be required in the case of an emergency), then the Association's Board of Directors shall be permitted (but shall not be required) to cause the maintenance, repair, servicing or replacement to be performed (including, but not limited to, insuring, grass cutting, irrigation, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair or replacement or servicing of any kind or nature whatsoever to be performed within the boundary lines of a Lot or within the boundary lines of a Unit or within the interior of a Unit); provided, however, that the costs of same shall be apportioned among the owners of the Units obligated for the performance of such maintenance, repair, servicing or replacement in accordance with the provisions of this ARTICLE VI of this Declaration, or in accordance with the provisions of ARTICLE IX of this

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Declaration, and that portion of such costs as so properly apportioned to each such Unit shall become a special assessment against each such Unit which shall be due and owing by each Unit Owner in time to permit timely payment of the costs of the work. Special assessments provided for by this Section 13 shall attach to all Units, whether owned by Class A or Class B Members, or other members. Special assessments provided for by this Section 13 shall, like all other assessments, constitute the joint and several obligations of the Owners of the Units who are responsible for payment of the assessments, and shall constitute liens against the Units owned by such Unit Owners, and the property and improvements making up such Units, and shall bear interest in that manner hereinafter provided for in this ARTICLE VI, and shall be enforceable in that manner hereinafter provided in this ARTICLE VI.

Section 14. Collection of Assessments. The Unit Owners of Units located within each Lot (and the Association's Board of Directors, in the event of such Unit Owner's failure to do so) shall designate one of their number for the purposes of collecting those assessments established pursuant to Section 7 of this ARTICLE VI, and those special assessments established under the above provisions of this ARTICLE VI, which are to be expended for performing maintenance, repairs, replacements, servicing and upkeep within the boundary lines of the Lot. Such designated Unit Owners shall become, automatically, assistant treasurers of the Association, and shall collect all such assessments. All such assessments, which are to be used by the Unit Owners of Units located within a Lot for purposes of fulfilling the collective obligations imposed upon them by ARTICLE IX of this Declaration, shall be used for the performance of those maintenance, repair and replacement obligations collectively imposed upon such Unit Owners. The Annual Assessment to be paid to the Association in accordance with Section 5 of this Article VI shall be remitted by the individual Unit Owner to the Association, and shall be remitted to the Association's treasurer, or any other individual designated by the Association to collect such assessments. The above provisions of this ARTICLE VI to the contrary, notwithstanding, all assessments which are to be collectively used by the owners of Units located within a lot, for the performance of the collective obligations as hereinabove described, or for the performance of maintenance, repair, replacement and servicing within the Lot, shall, at the direction of the Association's Board of Directors from time to time, be payable either to the individual designated in accordance with the above provisions of this Section 14, or to the Association, as the Association's Board of Directors shall determine. If the Unit Owners of Units located within the boundary lines of a Lot fail to designate an individual to collect the Annual Maintenance Assessments established pursuant to Section 7, then all such assessments shall be payable to the Association at such times, and in such installments, as the Association's Board of Directors shall determine. Even though certain of the Annual Maintenance Assessments, and other annual and special assessments provided for by this ARTICLE VI, are to be paid to individual Unit Owners designated by Unit Owners of Units located within a Lot, such assessments shall, nevertheless, be considered to be assessments owing to the Association, and shall be the property of the Association, and the individual collecting same shall be accountable for the handling, disbursement and other use of same, both to the Association and to the Owners of the Units from whom the assessments are collected. All assessments, whether payable to the Association, or to an individual designated by Owners of Units to receive same, shall constitute liens upon the Units, and shall be enforceable in that manner provided in this ARTICLE VI.

Section 15. Date of Commencement of Annual Assessment. The Annual Assessments to be paid to the Association, and the Annual Maintenance Assessments, hereinabove provided for in Sections 5 and 7 of this ARTICLE VI, shall apply, beginning with January 1, 1983 to each of those Units which was then subject to Assessment under the former Declaration recorded in Book 422 at Page 72 of the Records of Boone County, Missouri, and shall apply to each Unit which thereafter becomes subject to assessment, beginning with the date that a Class A Membership attaches to such Unit pursuant to ARTICLE II of this Declaration. The first annual assessment for each Unit shall be adjusted according to the number of months remaining in the calendar year. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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Section 16. Effect of Non-payment of Assessments: Remedies of the Association. All assessments established pursuant to this Article VI or any of the provisions of this Declaration, shall constitute the joint and several obligations of the Unit Owners of the Units against which same are assessed, and shall constitute liens against such individual Units (and be enforceable as and by liens against the individual Units). If such assessments are not timely paid, the liens therefor may be enforced, and the applicable Unit may be sold, at public sale, in satisfaction thereof, or the obligation for the assessment may be enforced by suit, without waiving the lien. Any assessments hereinabove described in this ARTICLE VI which are not paid when due, shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the then current maximum rate being charged by Boone County National Bank of Columbia, Missouri, or its successors, to standard risk, individual borrowers, upon unsecured loans (but in no event less than twelve percent (12%) per annum) and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 17. Subordination of the lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessment; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or Deed of Trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to power of sale under such Deed of Trust, or prior to a conveyance to the mortgagees or holder of the Deed of Trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments thereof thereafter becoming due.

Section 18. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) except to the extent specifically provided to the contrary herein, all Units to which Class B memberships are at any time attached, until such Class B memberships have terminated; and (c) the Common Area and Elements; and (d) all Units owned by the Developer or a Builder, until same have been rented, leased, sold or occupied, unless otherwise subject to assessment under the foregoing provisions of this ARTICLE VI. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 19. Retroactive Effect of Assessments. If a change in an assessment for any calendar year is made or established after the first day of such calendar year, then the new assessment, as so established, shall be retroactive to the first day of the calendar year, and shall apply for the entire calendar year. If any installments upon the assessment have been previously paid, then the sum of any deficiency in such installment shall be due on the due date of that installment which next follows the date when the assessment is changed, or if there is not such assessment, shall be immediately due following the date the new assessment is set.

Section 20. Failure to Set Assessment. If an Annual Assessment to be paid to the Association, described in Section 5, or an Annual Maintenance Assessment described in Section 7, should not be set for any year, then such assessment for the preceding year, adjusted in the manner described above, shall be in effect for such year.

Section 21. Establishing Need for Non-Periodic Maintenance or for Exterior Cosmetic Maintenance or for Maintenance, Repair or Replacement of Roofs, Gutters and Downspouts. As hereinabove indicated, all Unit Owners of Units located within a Lot, are required to provide for general, light "touch-up" maintenance for the exterior of the building located on the Lot. However, the Owners of Units located within a Lot are required to provide for general, substantial cosmetic maintenance, repair and upkeep for such building, including painting, cleaning, tuckpointing or other substantial cosmetic maintenance for the exterior of the building, in the manner hereinabove described in this Section 21. As also hereinabove indicated, if the roof serving Units is not clearly

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divided into clearly discernible separate roofs by party walls or other structures, then the Unit Owners of such Units are required to cooperate and jointly repair, maintain and replace all and every part of the roof or roof structure serving their Units, and to cooperate and jointly arrange for the repair, maintenance and replacement of all and every part of such roof or roof structure, and the gutters and downspouts, for their Units. Therefore, it is necessary that Unit Owners of Units cooperate in performing maintenance of a non-periodic or irregular nature, or any general, exterior cosmetic maintenance, and roof repair and replacement, and gutter and downspout repair and replacement. In the event the Owners of Units required to cooperate in performing general, exterior cosmetic maintenance, or roof repair and replacement, or gutter and downspout repair and replacement, are unable to unanimously agree upon the necessity for same, and upon the manner in which same shall be performed, and upon the costs of same (and the sharing of such costs), then a meeting for purposes of establishing the necessity for same, and a special assessment for the costs of same, may be called by any individual holding an ownership interest in any of the Units, the owners of which are responsible for paying for the applicable maintenance, repair or replacement. The notice of such meeting shall be in writing, and shall be given not less than ten (10) days, nor more than forty (40) days in advance of the meeting. Such notice shall set forth the purpose of the meeting. Such notice may be delivered to each Unit Owner, who will be obligated for a portion of the cost of the maintenance, repair and replacement, at his, her or their last known address, either personally or by regular United States Mail, or by personal delivery, to the Owner or the individual or individuals occupying such Unit. If personally delivered, the notice shall be deemed to have been given when delivered. If mailed, such notice shall be deemed to have been delivered on the day of mailing. The presence or representation by proxy at any such meeting of Owners of a majority of the Units obligated for payment of a portion of the cost shall constitute a quorum (provided, however, that if there are only two (2) such Units, then the presence of Owners of one (1) of such Units shall constitute a quorum). If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to any notice requirements set forth in this Section 21, and the required quorum at the subsequent meeting shall be one-half the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. All decisions made at such meeting by a majority of those Unit Owners, who are present, either in person or by proxy, shall be binding upon all Unit Owners. If there are only two (2) Unit Owners entitled to be present at the meeting, and only one of such Unit Owners appears, then all decisions made by such Unit Owner shall be binding upon both Unit Owners. Any decisions made, in such manner, as to the necessity of a particular item of maintenance, repair or replacement, or as to the manner in which same shall be performed, or as to the costs of same, shall be binding upon all Unit Owners. Each of the Unit Owners shall be required to pay his share (as such share is established in accordance with the above provisions of this ARTICLE VI) of the maintenance, repairs, replacement, servicing or upkeep approved by a majority vote of the Unit Owners, in accordance with the above provisions of this Section 21. The Unit Owners' share of such cost shall constitute a special assessment against his Unit, and shall constitute a lien against his Unit. Such special assessment shall bear interest in the manner herein provided in this ARTICLE VI for other assessments charged under this Article, and shall constitute a lien against the applicable Unit in the same manner as is provided by the provisions of this ARTICLE VI for other assessments. All assessments established in accordance with this Section 21 shall be due and owing from each Unit Owner in time to permit timely payment of the cost of the work. The above provisions of this Section 21 to the contrary notwithstanding, if any Unit Owner or Owners shall fail to perform or to provide for any item of repair, replacement or maintenance imposed upon such Unit Owner or Owners by this ARTICLE VI or by ARTICLE IX of this Declaration, then the Association's Board of Directors, in its discretion, may (but shall not be required to do so) cause the item of repair, maintenance or replacement to be performed, at the expense of the Unit Owner or Owners required to perform or to provide for same, and to levy special assessments against such Unit Owners and such Units in accordance with the above provisions of this ARTICLE VI.

Section 22. Condominium Declarations. Owners of all Units located within a Lot shall be permitted, between and among themselves, to adopt, approve and record, as to such Lot and the Units located within such Lot, a separate Condominium Declaration, or a separate Declaration of Covenants. Such Condominium Declaration and/or such Declaration of Covenants, shall be applicable solely to the Units located within the Lot. Such Condominium Declaration, or such Declaration of Covenants may amend, as between and among the Unit Owners

only, their respective replacement, servicing the Lot. In other words, Covenants may amend: Owners of the Units located within the Lot of such Condominium Declaration, maintenance, repair, required within the Lot in this ARTICLE VI. Covenants, shall be located within the Declaration shall have Unit Owners of Units located within the Lot. Unit Owners of other Units located within the Lot. Declaration or other obligations to the Association, other Lots, as such obligations, and as such obligations, this Declaration, to maintenance, repair, or they are obligated to perform of this ARTICLE VI, or this Declaration.

Section 22. Short. the Association shall, and the Board of Directors under this Declaration, in performing its duties, assessments paid to the special assessment against each Unit then subject to assessment against each such time or times as the Board shall specify. Such assessments shall be in the manner provided against the Units in this ARTICLE VI. If the sum of the assessments with the provisions of this Declaration is inadequate, then the sum of all Units located within the Lot shall constitute a special assessment shall be due at such time as the Board shall, by a majority vote of the Board, shall be due and payable (the Board shall determine). In the manner provided for in this Declaration, the Units in the manner provided for in this Declaration.

Section 23. Enforcement. this ARTICLE VI shall be due date thereof. Each Unit Owner shall, within fifteen (15) days of the date when due, at the Boone County National Bank of Boone County, Missouri, or at the individual borrower's (or borrowers') place of business, be less than twelve percent of the sum of the assessments against the Unit Owners obligated to pay for the individual Units, and the sum of the property constituting the assessments, including the assessments, shall constitute a part of such assessments, as a part of such assessments, bringing an action at law or in equity to pay any past due assessments.

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only, their respective obligations for providing for maintenance, repair, replacement, servicing and upkeep within the Lot and the Units located within the Lot. In other words, such Condominium Declaration or such Declaration of Covenants may amend the provisions of this ARTICLE VI, as between the Unit Owners of the Units located within the Lot. Such Unit Owners may agree, by way of such Condominium Declaration, or other Declaration, to share the cost of the maintenance, repair, replacement, servicing, upkeep, taxes and insurance required within the Lot in a manner different than that hereinabove provided for in this ARTICLE VI. Such Condominium Declaration or such Declaration of Covenants, shall be binding as between and among the Unit Owners of Units located within the Lot. However, such Condominium Declaration or such Declaration shall have no effect whatsoever upon the relationship between the Unit Owners of Units located within the Lot, and the Association, and/or the Unit Owners of other Units located within the Development. Each of the Unit Owners of Units located within the Lot, which are subject to such a Condominium Declaration or other Declaration, shall continue to have all of their obligations to the Association and the Unit Owners of Units located within the other Lots, as such obligations are hereinabove set forth in this ARTICLE VI, and as such obligations are hereinafter set forth in the following provisions of this Declaration, to cause to be performed or to pay for all items of maintenance, repair, replacement, servicing, upkeep, insurance and taxes, which they are obligated to provide or pay for in accordance with the above provisions of this ARTICLE VI, or in accordance with any of the following provisions of this Declaration.

**Section 22. Shortages.** In the event the annual assessments to be paid to the Association shall, in any year, be insufficient to enable the Association and the Board of Directors to perform the Association's duties and obligations under this Declaration, then the excess of the costs incurred by the Association in performing its duties and obligations, over and above the sum of the annual assessments paid to the Association in such calendar year, shall constitute a special assessment against all Units subject to assessment at the end of such calendar year. Such special assessment shall be equally apportioned among all Units then subject to assessment. Such special assessment shall constitute an assessment against each of the Units, which such assessment shall be payable at such time or times as the Association's Board of Directors, in its discretion, shall specify. Such assessment shall bear interest, and shall be enforceable, in the manner provided for by this ARTICLE VI, and shall constitute a lien against the Units in the manner provided for other assessments by this ARTICLE VI. If the sum of the Annual Maintenance Assessment established in accordance with the provisions of Section 7 of this ARTICLE VI shall, for any reason, prove inadequate, then the sum of the deficiency shall be shared by the Unit Owners of all Units located within the Lot, and each Owner's share of such deficiency shall constitute a special assessment against his Unit. Such special assessment shall be due at such time or times, and in such installments, as the Unit Owners shall, by a majority vote determine (and, in the absence of such majority vote, shall be due and payable at such time or times as the Association's Board of Directors determine). Such special assessments shall bear interest in the manner provided for in this ARTICLE VI, and shall constitute liens against the Units in the manner provided for in this ARTICLE VI, and shall be enforceable in the manner provided for by this ARTICLE VI.

**Section 23. Enforcement of Assessments.** All assessments provided for by this ARTICLE VI shall be delinquent if not paid within fifteen (15) days of the due date thereof. Each such assessment (or any installment thereon) not paid within fifteen (15) days of the due date thereof, shall bear interest from the date when due, at the maximum rate of interest then being charged by Boone County National Bank of Columbia, Missouri (or its successors) to standard risk, individual borrowers (provided, however, that such rate of interest shall never be less than twelve percent (12%) per annum. All assessments provided for by this ARTICLE VI shall constitute the joint and several obligations of the Unit Owners obligated to pay same, and shall constitute liens against their individual Units, and the Buildings and improvements making up such Units, and the property constituting such Units. All costs of collection of such assessments, including reasonable attorney's fees, shall be added to, and shall constitute a part of such assessments, and shall be chargeable and collectible as a part of such assessments. The Board of Directors of the Association may bring an action at law or in equity against the Unit Owner personally obligated to pay any past due assessments, or may foreclose the lien against the Unit

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Owner's Unit, and all interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Unit or of the Common Area or Common Elements. The lien to secure payment of any assessment or charge shall be in favor of the Association, and the members of the Board of Directors of the Association, and their successors in office, and actions for the collection of assessments and the enforcement of any liens, assessments or charges shall be brought for the benefit of the Association, in the name of the Association, by the Board of Directors of the Association and its successors. Any lien against a Unit may be foreclosed in like manner as a mortgage of real property, as provided in Sections 443.190 through 443.235 of the revised statutes of Missouri, and any amendatory or successor statutes thereto. Suit for unpaid assessments or charges may be brought by the Association without foreclosing or waiving the liens securing same.

### ARTICLE VII

#### PARTY WALLS

Section 1. General Rules and Law to Apply. Each wall or fence which is built as a part of the original construction of a home upon the Properties and placed on the dividing line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence and the foundations and footing therefor shall be shared by the Owners who make use of same in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by a fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a Board of three (3) arbitrators as follows: The party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within ten (10) days after the receipt of such notice, the other party shall name a second arbitrator, and in case of a failure to do so, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Boone County Circuit Court, State of Missouri, and two arbitrators so appointed in either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint a third arbitrator within ten (10) days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expense of his own attorney's and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties. Arbitration provided in this Section 6 shall be conducted

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in that manner provided for by Chapter 435 of the Revised Statutes of Missouri, same being the Uniform Arbitration Act as it is in effect in the State of Missouri.

### ARTICLE VIII

#### ARCHITECTURAL CONTROL

So long as Class B voting rights are in existence, no building, fence, wall or other structure shall be commenced, erected or maintained within those Lots within the Development upon which there are not now located completed buildings, or buildings under construction, other than those placed thereon by the Developer or its assignees, and those, the plans, drawings and specifications for which have been previously approved by the Developer. No exterior addition to, or alteration, or exterior change in color shall be made on any completed structure or building, fence, wall or other improvement located within a Lot or within a Unit, or within the Common Areas, and no building, fence wall or other structure shall be commenced, erected or maintained within a Lot or Unit after the original building located within such Lot, or within the Lot containing such Unit, has been completed, until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design, external color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of two (2) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such plans, or specifications, within sixty (60) days after same have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In no event shall the Board of Directors of the Association, or its Architectural Control Committee, approve any exterior addition to, or change to (including color), or alteration on any structure or building or improvement located within a Lot or within a Unit unless same is reasonably found to be in harmony as to external design, location, shape, height, color and materials in relation to surrounding structures and topography, and to be of the same general quality as the then existing structures located within the Development. In no event shall there be any change in the exterior appearance or color or materials of any completed building, fence, wall or other structure within the Development or properties, until such change has been approved by the Board of Directors of the Association, or its Architectural Control Committee. After Class B voting rights are terminated, no building, fence, wall or other structure shall be commenced, erected or maintained on any Lot until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by its Architectural Control Committee described above. It is the intention of the parties to this instrument that the Developer shall, prior to the termination of Class B voting rights, have full architectural control as to those buildings, fences, walls or other structures which shall be commenced, erected or maintained upon those Lots upon which (as of the date of this instrument), there is not a completed building or a building under construction, and that the Board of Directors of the Association, or its Architectural Control Committee, shall always have full architectural control as to any changes, alterations or improvements made upon those Lots or Units upon which there is now or hereafter located a completed building, or made upon other Lots and Units following the completion of buildings and improvements located thereon pursuant to Plans approved by the Developer. It is also the intention of the parties to this instrument that the Board of Directors of the Association, or its Architectural Control Committee, shall have full architectural control over the entire Development following the termination of Class B voting rights. The Board of Directors of the Association, or its Architectural Control Committee, shall be required to approve plans and specifications which would reasonably indicate to reasonable individuals that the proposed structure will be generally of a quality equivalent to the structures then located within the Development, and that such structure will be reasonably harmonious with surrounding structures and topography. In approving, or disapproving, plans and specifications, the Board of Directors or the Architectural Control Committee, must act reasonably, keeping in mind that it is the intention of all parties that the Development be

completed. In any event, rights, a Builder who is now (as of the date of required to submit a termination of Class thereafter to the Association Committee). Prior to the plan must be approved by Association's Board of provided, however, that Committee shall, in any it provides for landscape landscaping of the Common Woodrill Subdivision -- structure, or landscape Developer and/or the Architectural Control Committee under Board of Directors shall buildings, structures, completed in accordance of the work therefor, and Units shall not be entirely the Association. In landscaping provided for by the Developer and/or Architectural Control Committee following the start of Directors shall have the pursuant to such plans, injunctive relief, or other shall be permitted to bar Units, by injunction or on Lot, or upon any Unit, other approved by the Board of Control Committee, until same or its Architectural Control changed, altered, modified by the Association's Board landscaping, once completed condition."

Section 1. Maintenance shall provide for all insurance maintenance, repairs and irrigation of all lawns, trees and maintenance, repairs sidewalks and parking areas, sewer lines and utility lines, tuckpointing, maintenance, and Common Elements not located and improvements making up taxes, insurance, maintenance by the Association shall be memberships have then attached thereof. As hereinabove also taxes, repairs, maintenance, Association under this Section the manner provided for by A thereof shall be added to, and Be Paid To The Association proportion of such estimated cost Association by the Unit Owner) with Section 5 of ARTICLE VI time determine in the future, and for the owners of Units located

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completed. In any event, whether before or after termination of Class B voting rights, a Builder who proposes to build a new building upon a Lot which does not now (as of the date of this instrument) contain a completed structure, shall be required to submit a landscaping plan. Such landscaping plan must, prior to the termination of Class B voting rights, be submitted to the Developer, and thereafter to the Association's Board of Directors (or its Architectural Control Committee). Prior to the termination of Class B voting rights, such landscaping plan must be approved by the Developer and thereafter it must be approved by the Association's Board of Directors, or its Architectural Control Committee; provided, however, that such Board of Directors or such Architectural Control Committee shall, in any event, be required to approve such landscaping plan if it provides for landscaping of the nature, type and quality equivalent to the landscaping of the Common Area and Units now found within Lots 7, 8, 9 and 10 of Woodrill Subdivision -- Plat 3. Once plans and specifications for a building or structure, or landscaping plans for landscaping, have been approved by the Developer and/or the Association's Board of Directors or its Architectural Control Committee under the provisions of this ARTICLE VIII, the Association's Board of Directors shall have the power and authority to compel that the buildings, structures, improvements or landscaping provided for thereby be completed in accordance therewith, within a reasonable time following the start of the work therefor, and until such completion, the Owners of the applicable Units shall not be entitled to any voting rights at any membership meetings of the Association. In the event buildings, structures or improvements or landscaping provided for by plans, specifications or a landscaping plan approved by the Developer and/or the Association's Board of Directors or its Architectural Control Committee are not completed within a reasonable time following the start of the work thereon, then the Association's Board of Directors shall have the right, power and authority to compel such completion pursuant to such plans, specifications or such landscaping plans by mandatory injunctive relief, or other suitable court order, and until such completion, shall be permitted to bar occupancy, or continuing occupancy, of any applicable Units, by injunction or otherwise. No landscaping shall be performed upon any Lot, or upon any Unit, other than such as is provided for by a landscaping plan approved by the Board of Directors of the Association, or its Architectural Control Committee, until same shall have been approved by the Board of Directors or its Architectural Control Committee. No landscaping upon a Lot shall be changed, altered, modified or added to until plans for same have been approved by the Association's Board of Directors or Architectural Control Committee. All landscaping, once completed, shall be maintained in a "living and attractive condition."

### ARTICLE IX

#### MAINTENANCE

Section 1. Maintenance to be Performed by Association. The Association shall provide for all insurance (liability, fire and casualty) for, and for all maintenance, repairs and replacements for (including but not limited to, the irrigation of all lawns, trees, shrubbery and the like, providing snow removal for and maintenance, repair and replacement of all driveways, walkways, sidewalks and parking areas, and the maintenance, repair and replacement of all sewer lines and utility lines, and providing for all painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement) all Common Areas and Common Elements not located within Lots containing Units, and all buildings and improvements making up same or situated thereon. The costs of all such taxes, insurance, maintenance, repair, replacement and services to be performed by the Association shall be divided equally among all Units to which Class A memberships have then attached, with each such Unit to bear an equal portion thereof. As hereinabove also indicated, the estimated costs of the insurance, taxes, repairs, maintenance, replacement and services to be paid for by the Association under this Section 1 shall be apportioned among the Unit Owners in the manner provided for by ARTICLE VI and each Unit owner's prorata portion thereof shall be added to, and shall become a part of, the Annual Assessment To Be Paid To The Association under Section 5 of Article VI. Each Unit Owner's portion of such estimated costs (i.e. the Annual Assessment to be paid to the Association by the Unit Owner) shall be payable by the Unit Owner in accordance with Section 5 of ARTICLE VI. In addition, the Association may from time to time determine in the future, that the Association will provide certain services for the owners of Units located within the Lots. The Association may contract

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with the owners of Units located within the Lots to provide such services, but the costs of all such services shall be paid by the Unit Owners to the Association.

**Section 2. Maintenance of Roofs, Gutters and Downspouts.** If the roofs and roof structures for individual Units are clearly divisible by party walls or other structures into separate roofs serving the individual Units, then the individual Unit Owners of such Units shall be required to provide for all maintenance, repairs and replacements for the roof and roof structure, and gutters, and downspouts, for their individual Units, and shall be required to pay the entire expense of same. If the roof or roof structures for certain Units are not clearly divided by walls or other structures into individual roofs, serving the individual Units, by party walls or similar structures (i.e. the Units share a common roof), then the Unit Owners of such Units shall be required to cooperate, and to jointly provide for all maintenance, repairs, servicing and upkeep for such roof and roof structure, and the maintenance, repairs, servicing and upkeep for such roof and roof structures and gutters and downspouts for their Units; provided, however, that the costs of all maintenance, repairs, servicing and upkeep for such roof and roof structures and gutters and downspouts to be paid by the individual Unit owners shall be determined by theoretically extending the plane of the common, party walls, through the roof of the Building, and through the exterior walls, and each individual Unit Owner shall be required to pay all costs and expenses attributable to the maintenance, repair, servicing, replacement and upkeep of that portion of the roof and roof structure, and gutters and downspouts located within his Unit, as determined by such extension of the plane of such party walls. The provisions of this Section 2 to the contrary notwithstanding, however, and all of the provisions of this Declaration to the contrary notwithstanding, however, any roof patching or resurfacing, and any painting of gutters or downspouts, for any Unit or Units containing or located within a Building, can be done only with the cooperation of the Owners of all Units containing, or located within such Building, so as to preserve a uniform appearance for all roof surfaces and gutters and downspouts for such Building. Therefore, any roof resurfacing or patching, or gutter or downspout alterations or painting shall be done only with the cooperation of the Owners of all Units located within or containing a Building so as to preserve for that Building a uniform appearance for the gutters, downspouts and roof surfaces for such Building. The necessity for maintenance, repair, replacement, servicing or upkeep of the roofs, gutters and downspouts shall be established by the unanimous agreement of the Owners of the applicable Units, and, in the absence of such agreement, shall be established in that manner hereinabove provided in ARTICLE VI of this Declaration. The provisions of this Section 2 to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, there shall be no change in the exterior color of, or the exterior surface material of, any roof, gutters or downspouts without the consent of the Association's Board of Directors or its architectural Control Committee first obtained. Should any Owner of any Unit perform or cause to be performed, any maintenance, repair or replacement or servicing or upkeep to which other Unit owners are required to contribute under this Section 2 or under ARTICLE VI, then such Unit Owner shall be entitled to immediate reimbursement, upon demand from such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceeding, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorneys fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees.

**Section 3. Privacy Fences, Porches, Walkways, Driveways, Sidewalks, Sewers, Utility Lines or Other Improvements Common to More Than One Unit.** In the event a privacy fence, porch, walkway, driveway, sidewalk, utility line or other improvement serving more than one Unit within a Lot, but less than all Units within such Lot, requires repair or replacement, the Owners of such Units

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shall be required to contribute equally to the costs of such repair or replacement. If one of such Unit Owners pays the entire said cost then he shall be entitled to immediate reimbursement of the prorata share of such cost from the other Unit Owners. If the necessity for such repair or replacement is caused by the fault or negligence of an Owner, occupants or invitees of any Unit, the Owner of such Unit shall pay the entire cost of same. In the event a sewer line, water line or utility line, serving more than one Unit, requires maintenance, repair or replacement, then the Association may provide such maintenance, repair or replacement, but the cost of such maintenance, repair or replacement shall be paid equally by the Unit Owners of the Units serviced by same. The costs of such maintenance, repair or replacement shall be added to, and shall become a part of the Annual Assessment to be to the Association to which each such Unit is subject. This type of assessment shall be added to the Annual Assessments to be paid to the Association, as provided for by the above terms and conditions of this Declaration, and shall be enforceable as a part of such annual Assessments pursuant to the above terms and conditions of this Declaration dealing with enforcement. Should any Owner of any Unit perform any maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 3, then such Unit Owner shall be entitled to immediate reimbursement, upon demand, by such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceedings, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorneys fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees.

Section 4. Cosmetic Maintenance for Exterior Surfaces of Buildings. The Unit Owners of all Units located within a Lot shall be required, at their joint and equal expense, to provide for all light, "tough up" type cosmetic maintenance for the exterior surfaces (other than the roof and roof structure and gutters and downspouts) for the buildings located upon such Lot, and same shall be provided for out of the sum of the Annual Maintenance Assessments chargeable to the Owners of Units within such Lot. However, all substantial, general exterior maintenance, such as painting, cleaning, tuckpointing, or other substantial exterior maintenance for the exterior wall surfaces for a building, and the exterior surfaces of the building, must be jointly, and cooperatively arranged for by the Owners of all Units located within the Lot containing such Building, so as to preserve a common and uniform appearance for the exterior surfaces of such building. No such Unit Owner shall, without the cooperation of all other Owners of Units located within or containing a building, independently arrange for the exterior painting, cleaning, tuckpointing or other cosmetic maintenance for his individual Unit, if same would, in any respects whatsoever, damage, interfere with or alter the uniform appearance of the Building. When substantial, exterior, cosmetic maintenance is required for a building or any part of such Building, the Owners of all Units located within the Lot containing such Building shall be required to jointly and cooperatively provide for such painting, cleaning, tuckpointing or exterior cosmetic maintenance, and shall be required to pay their prorata portions of the costs thereof, which prorata portions shall become a special, individual Unit assessment against the Unit Owners and their respective Units, which shall constitute a lien against the Units, and shall draw interest, and be enforceable in that manner provided for by ARTICLE VI of this Declaration. The costs of painting, cleaning and tuckpointing, and other general exterior cosmetic maintenance for a building located within a Lot, shall be apportioned among the Owners of Units located within such Lot by the theoretical extension of the planes of the common, party walls, in the manner hereinabove provided for in this Declaration, and in the manner hereinabove specifically described in ARTICLE VI of this Declaration. Should any Owner of any Unit perform any painting, tuckpointing, or other maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 4, then such Unit Owner shall be entitled to immediate reimbursement, upon demand, from such other Unit

Owners, and the sum of \$100,000 shall bear interest at the rate of 8% per annum from the date of Declaration through the date of payment. The right to reimbursement by the Corporation shall constitute a lien against the property to which he is entitled to recover his costs and attorney's fees in connection with such litigation. Such lien shall constitute a charge against the property entitled to reimbursement in suit or otherwise, and, upon completion of reimbursement to which he is entitled, his costs and attorney's fees hereinabove described shall be paid. This Declaration, and the cost thereof, shall constitute a lien against the property to which such lien and specified hereinabove provided for in Article VI of this Declaration.

Section 5. Maintenance within A Lot. The Owners equally, at their equal expense, and to all Unit owners, for the following maintenance, repairs and work required within the Lot, as set forth below:

- (a) the mowing, the Lot (whether within the
- (b) the irrig plantings and the like with Units or the Common Area);
- (c) the landsc the Lot (whether within the
- (d) the furnish ways, walkways, sidewalks and boundary lines of the Units
- (e) the mainta water lines and other utilities which serve all Units withi
- (f) the payment Elements within the Lot;
- (g) the providi Common Elements within the ARTICLE V of this Declarati
- (h) the paintin repairing and replacin for
- (i) the generat Units and the Building is within the Lot;
- (j) the replac other plantings located w/ located within the boundary
- (k) the plantin within the Common Areas loc boundary lines of the Unit);

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Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceedings, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorney fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees. The necessity for cosmetic maintenance of the type hereinabove described shall be established in accordance with ARTICLE VI of this Declaration, and the costs shall be apportioned in the manner hereinabove described in such ARTICLE VI, and each Unit Owner's portion of such costs shall constitute a lien against his Unit, and shall constitute a special assessment, which such lien and special assessment shall be enforceable in the manner hereinabove provided for in this Section 4, and in the manner provided for in ARTICLE VI of this Declaration.

Section 5. Maintenance to be Collectively Performed by All Unit Owners within A Lot. The Owners of all Units located within a Lot shall, jointly and equally, at their equal expense, be obligated to the Association, and to each other, and to all Unit Owners within the Development, to provide for the following maintenance, repair, replacement, services, insurance and taxes required within the Lot, and improvements to real estate located within the Lot, to-wit:

(a) the mowing, and fertilization and irrigation of all lawns within the Lot (whether within the Units or the Common Area);

(b) the irrigation and fertilization of all trees, shrubbery, plantings and the like within the Lot (whether within the boundary lines of the Units or the Common Area);

(c) the landscaping, gardening and maintaining of all lawns within the Lot (whether within the boundary lines of the Units or the Common Area);

(d) the furnishing of all snow removal and maintenance for all drive ways, walkways, sidewalks and parking areas within the Lot (whether within the boundary lines of the Units or the Common Area);

(e) the maintaining, repairing and replacing of all sewer lines, water lines and other utility lines located within the boundary lines of the Lot which serve all Units within the Lot;

(f) the payment of all taxes upon the Common Areas and Common Elements within the Lot;

(g) the providing of liability insurance for the Common Areas and Common Elements within the Lot (as described in subsection (b) of Section 5 of ARTICLE V of this Declaration);

(h) the painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing for the Common Elements located within the Lot;

(i) the general light "touch-up" maintenance of the exteriors of the Units and the Building located within the Lot and all improvements located within the Lot;

(j) the replacement of all dead and dying trees, shrubs, plants and other plantings located within the Common Area upon the Lot (but not those located within the boundary lines of the Units located within the Lot);

(k) the planting of any new trees, shrubs, plantings and the like within the Common Areas located within the Lot (but not those located within the boundary lines of the Unit);

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(1) the maintenance, repair, replacement or resurfacing of drives, driveways, parking areas and walkways located within the Common Areas within the Lot (but not including the repair, replacement and resurfacing of such drives, driveways, parking areas and walkways located within the boundary lines of a Unit, which shall be performed by the individual Unit Owner).

As indicated in ARTICLE VI, such items to be collectively, provided by the Owners of all Units located within a Lot are referred to in this Declaration as the "collective obligations." The "collective obligations" shall not be deemed to including, under any circumstances whatsoever, glass surfaces, screens, decks, doors, heating or air conditioning equipment, structural elements of exterior walls, or maintenance, repair or replacement of fences, doors, gates and hardware, private patios and decks, window and window hardware, or utility lines servicing only one Unit, all of which shall be maintained, repaired and replaced by the individual Unit Owners of the Units. The exterior maintenance to be performed by all of the Unit Owners of Units located within the boundary lines of a Lot shall include only purely cosmetic, light, "touch-up" maintenance of exterior walls, privacy fences, but shall not include general, substantial exterior cosmetic maintenance or structural repair, replacement or maintenance of exterior walls or privacy fences, as same shall be maintained, repaired or replaced in the manner otherwise provided for in this ARTICLE IX. All of the costs of the collective obligations imposed upon the Owners of Units within a Lot shall be paid for out of Annual Maintenance Assessments collected within such Lot in the manner hereinabove provided for in Section 7 of ARTICLE VI of this Declaration, to the extent that same are sufficient for the payment of same, and to the extent same are insufficient for the payment of same, shall be paid out of Special Assessments levied against all of the Unit Owners of Units located within such Lot in the manner provided for by ARTICLE VI, and to the extent same are also insufficient, shall be paid equally by all Unit Owners of Units within the Lot, and such deficiency shall constitute a special Unit Assessment against each such Owner and their Units. All such Assessment shall be enforceable in that manner provided for by ARTICLE VI of this Declaration, and shall constitute liens as described in Article VI, and shall bear interest in the manner provided for by such ARTICLE VI. In the event any Unit Owner or Owners shall perform or cause to be performed any maintenance, repair, replacement, servicing or upkeep which is to be performed at the joint and equal expense of the Owners of all Units located within a Lot, then the Unit Owner or Owners performing same (or causing same to be performed) shall be entitled to immediate reimbursement, upon demand, from the other Unit Owners of their respective shares of the costs of such maintenance, repair, replacement, servicing or upkeep, which are to be paid by the other Unit Owners in accordance with this Declaration, and the sum of each such reimbursement to which such Unit Owner or Owners shall be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceedings, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorney's fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and shall be entitled to recover the sum of the reimbursement to which he is entitled, together with any interest thereon and his costs and attorney's fees.

In the event that the need for maintenance or repair of a particular Unit or building or of any part thereof, or of the Common Area or Common Elements, is caused by the negligent or intentional act of any Unit Owner or persons residing in any Unit within the property, the cost of such maintenance and repair shall be paid by the Unit Owner of such Unit, and, if paid by the Association or by the Owners of Units located within the applicable Lot, shall be added to and shall constitute a part of the Annual Assessment To Be Paid To The Association, or the Annual Maintenance Assessment, whichever is applicable.

Section 6. Repairs of Utility Lines. All sewer lines, water lines, electrical lines and other utility lines, other than those which are publically owned, which service only a single Unit (whether located within the boundary lines of such Unit or the Common Areas, including, but not limited to, so called "laterals" or "customer service lines"), shall be maintained, repaired and

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replaced by the Owner of the Unit served thereby. All sewer lines, water lines, electrical lines and other utility lines, located within the boundary lines of a Lot, which service fewer than all of the Units located within the boundary lines of such Lot, shall be maintained, repaired and replaced by the Owners of those Units serviced thereby, and all of such Owners shall be required to contribute, equally, to the costs of such repair, maintenance and replacement. Should any Owner of any Unit perform any maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 6, then such Unit Owner shall be entitled to immediate reimbursement, upon demand, by such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceeding, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorney's fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees.

**Section 7. Standards of Maintenance, Repair and Replacement.** The Owners of all Units located within a Lot shall be obligated to each other, and shall be jointly obligated to the Association, to cause the grass cutting, irrigating, snow removal, painting, cleaning, tuckpointing, repairing, maintenance and replacements hereinabove described in Section 5 of this ARTICLE IX to be performed, at all times, so as to cause the Lot, and all Common Areas and Common Elements contained therein, and all improvements contained therein to be maintained in a clean, safe and neat and attractive condition according to the maximum reasonable standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain the Development in as clean, safe, neat, attractive and aesthetically pleasing condition as is reasonably possible. In addition, the owners of all Units located within a Lot, and the Owners of certain Units (as described in the above Sections of this ARTICLE IX) shall be obligated to each other, and shall be jointly and severally obligated to the Association, and shall be jointly and severally obligated to the Owners of other Units located within a Lot, to cause the roof, roof structure and gutter and downspout maintenance hereinabove described in this ARTICLE IX to be performed in the manner provided for by this ARTICLE IX so as to comply with similar standards of maintenance. The Owners of Units located within a Lot shall be required to cause to be performed the substantial, exterior cosmetic maintenance described in Section 4 of this ARTICLE IX, at all times, so as to cause their Units, and the Lot within which same are contained, and the Building located within the Lot containing their Units, and the Development and all parts thereof, to be maintained in a clean, safe, neat and attractive condition, according to maximum reasonable standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain the Development and all parts and portions thereof in as clean, safe, neat, attractive and aesthetically pleasing condition as is reasonably possible. In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, such dispute shall be resolved either by the Association's Board of Directors, or by a Maintenance Committee appointed by it (which shall be made up of representatives of each of the Lots located within the Development which contain Units, which are then occupied, together with the President of the Association (who shall serve as the Chairman of the Committee), and one (1) other representative of the Association's Board of Directors). If any such dispute is to be resolved by the Association's Board of Directors, then such dispute must be resolved by the majority vote of all Directors who are present and voting. If such dispute is to be resolved by the Maintenance Committee, then a decision of a majority of the members of such committee present and voting shall resolve the dispute. Any decision made by the majority vote of the Board of Directors, or by a majority of such committee, shall be binding upon all parties. It is the intention of the parties to this instrument, including the Developer and all of the undersigned, that the Development, and all improvements located therein, be maintained as a development of the highest order, and that maximum standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained, and that

the Development be free of example only but not by way of discolored paint; dead or discolored roofs or roof discolored gutters or downspouts; areas requiring patching, tuckpointing; or other limitation, which would be standards of cleanliness, aesthetics, and that the very strongly applied.

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the Development be free of any conditions of unsightliness, including (by way of example only but not by way of limitation), the following: chipped, flaking or discolored paint; dead or dying lawns, trees, shrubs, vegetation or the like; discolored roofs or roofs requiring patching or maintenance; loose, rusted or discolored gutters or downspouts; walkways, driveways, sidewalks or parking areas requiring patching or resurfacing; brick surfaces in need of cleaning or tuckpointing; or other conditions of any kind or nature whatsoever, without limitation, which would reasonably be construed as not in keeping the maximum standards of cleanliness, safety, neatness, beauty, attractiveness or aesthetics, and that the standards be very strongly and vigorously enforced and very strongly applied.

**Section 8. Other Maintenance or Replacement of Improvements on Units.** All performance of all maintenance, repair and replacements of all portions of the premises purchased by Unit Owners, or owned by Unit Owners, not imposed upon the Association, or collectively upon the Owners of all Units located within a Lot or certain of such Owners, shall be the responsibility of each individual Unit Owner, including, but not limited to, repair and replacement of all structural portions of Units (other than roofs, gutters and downspouts), and all structural portions of walls, and all repair and maintenance and replacement (other than cosmetic maintenance) of exterior walls, fences and privacy fences, and all repair, maintenance and replacement for the interiors of all improvements located upon the Unit, and the interior surfaces of all such improvements, and of all items contained within the interiors of such improvements, and for the repair, maintenance and replacement of all glass surfaces, screens, decks, doors, heating or air conditioning equipment, structural elements (other than roofs), structural elements of exterior walls, fences, doors, gates and hardware, private patios and decks, windows and windows hardware, and for all maintenance, repair and replacement of all sewers and utility lines servicing only one (1) Unit, and for all replacement and resurfacing, as required, of all drives, driveways, and walks within the Unit, and all replacements thereof, and lawns, trees, shrubs and landscaping within the Unit. Maintenance of all portions of the premises purchased by Unit Owners, not specifically imposed upon the Owners of all Units located within the Lot containing the Unit or the Owners of certain Units, shall be the responsibility of each individual Unit Owner, and not of the Association or of any other unit Owners. Those standards of maintenance hereinabove set forth in Section 7 shall be applicable to the maintenance, repair or replacements imposed upon the individual Unit Owners by this Section 8. Although Owners of all Units located within a Lot shall be collectively required to provide for general light, "touch up," type maintenance for the exterior wall surfaces of the buildings located within the Lot, the Owners of all Units located within or containing a building shall be collectively required to cooperate in providing for all substantial painting, cleaning, tuckpointing, and other substantial cosmetic maintenance for the exterior walls, surfaces and privacy fences for the building so as to preserve a uniform appearance therefor, with each individual Unit Owner to be responsible for the payment of his prorata portion of the costs thereof as determined in that manner hereinabove described in ARTICLE IX and as described in ARTICLE VI (i.e. by the theoretical extension of the planes of the interior, common, party walls as hereinabove described). Further, each individual Unit Owner shall be responsible for cooperating with other Unit Owners in providing for the maintenance, repair, servicing and upkeep of the roof and roof structure for his Unit and other Units, and for the gutters and downspouts for his Unit and other Units, and for paying his prorata share of the costs thereof as hereinabove described in this ARTICLE IX and as described in ARTICLE VI. Further, each individual Unit owner shall be responsible for the maintenance of the structural integrity of and for, and all maintenance (other than purely cosmetic maintenance) for the exterior walls, surfaces and privacy fences for his Unit, and for other structural elements of his Unit including floors. All Owners of Units within a Lot shall be required, collectively, to provide for the mowing, cutting, irrigation, watering and other periodic maintenance for lawns, trees, shrubs and other landscaping located within the boundary lines of such Lot, but each individual Unit Owner shall be required to provide, at his expense, for the replacement of any lawn, trees, shrubs, nursery stock and other landscaping, required to maintain his individual Unit in a neat, sightly, and attractive condition, and free of any dead or dying lawn areas, trees, shrubs and other landscaping materials. Each Unit Owner shall maintain all heating and air conditioning equipment for his Unit, whether or not located within the boundary lines of his Unit. Although all Owners of Unit within a Lot shall be required

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to provide snow removal, cleaning and general maintenance for all parking areas, drives and sidewalks contained within the boundary lines of a Unit, the individual Unit Owner owning such Unit shall be required to provide for all other repairs of, and for the replacement for any of such drives, parking areas or sidewalks contained within his Unit, which are required to maintain same in a clean, safe, neat and attractive condition. Maintenance of all portions of the premises purchased by Unit Owners, not specifically imposed upon the Association or, collectively, upon Owners of certain Units, by this Declaration, shall be the responsibility of each Unit Owner. In the event an Owner or Owners of any Unit or Units fail to perform any repair, replacement or maintenance specifically imposed upon them by this Declaration, including this Section 8, and in the further event the Association's Board of Directors, in its sole, absolute and unmitigated discretion, determines that the conditions require maintenance, repair, replacement or service for the purposes of protecting the interest of other Unit Owners or the public safety of residents in or visitors to the Properties, or to prevent or avoid damage to or destruction of any part, portion, or aspect of the value of the Properties or of any Unit or Units, the Association shall have the right, but not the obligation, through its Directors, agents and employees, and after approval of a majority of the Board of Directors (no approval by the Members of the Association shall be required), to enter without permission, upon or within said Unit or Units and into the building or buildings thereon and to maintain, repair, replace and service the same. The costs of such maintenance, repair, replacement or service shall be added to and shall become a part of the Assessments to which such Unit or Units are subject. This type of Assessment shall be added to the Annual Assessments and charges provided for by the above terms and conditions of this Declaration, and shall be enforceable in that manner provided for by ARTICLE VI of this Declaration. In the event a privacy fence, porch, walkway, driveway, sidewalk or other improvement common to two Units requires repair or replacement, the Owners of such two Units shall be required to contribute equally to the costs of such repair or replacement. If one of such Unit Owners pays the entire said cost then he shall be entitled to immediate reimbursement of one-half (½) of such cost from the other Unit Owner. If the necessity for such repair or replacement is caused by the fault or negligence of Owner, occupants or invitees of any Unit, the Owner of such Unit shall pay the entire cost of same. In the event a sewer line, water line or utility line, serving more than one Unit, requires maintenance, repair or replacement, then the cost of such maintenance, repair or replacement shall be paid equally by the Unit Owners of the Units serviced by same. The costs of such maintenance, repair or replacement shall be added to, and shall become a part of the assessment to which each such Unit is subject. This type of Assessment shall be added to the annual Assessments and shall be enforceable in that manner provided for by ARTICLE VI of this Declaration. All of the maintenance, repair and replacement obligations imposed upon the individual Unit Owners by this Section 8 must be performed by such Owners so as to cause the Units to be maintained in a clean, neat, safe and attractive condition according to maximum reasonable standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain the Development in as clean, safe, neat, attractive and aesthetically pleasing condition as is reasonably possible. In the event of any dispute over such standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, such dispute shall be resolved either by the Association's Board of Directors, or by a maintenance committee appointed by it, which shall be made up of representatives as hereinabove provided for in Section 7 of this Article. Any such dispute shall be resolved in that manner provided for by such Section 7. Again, it is the intention of the parties to this instrument, including the Developer and all of the undersigned, that these maintenance standards be strongly and vigorously enforced, so that the Development and all improvements located therein, be maintained as a Development of the highest order, and that maximum standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained, and that the Development be free of any conditions of unsightliness, including, but not limited to, those conditions specifically described in such Section 7.

**Section 9. Mixed Refuse Removal.** The City of Columbia, Missouri may not provide front or back door mixed refuse service for certain of the Units, as the Units may be located on private drives and/or private streets, which are not publicly owned nor publicly dedicated. Therefore, the owners or occupants of each such Unit shall be required to carry their mixed refuse to the curb line of the nearest adjacent public street. At weekly intervals, on the day designated

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Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of any items, Units, things or areas of or on the Properties, provided that exercise of this easement as it affects the individual Units shall be at reasonable times with reasonable notice to the individual Unit Owners, except in any case where emergency conditions exist which would place any Unit, or any portion thereof, or any other portion of the Properties, or any part or portion of the value of the Properties in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected. The easement to the Association provided for by this Section 1 shall be delegated to, and conferred upon, each and all of the Unit Owners of Units within each Lot, so that the Unit Owners of such Units may perform or cause to be performed any of the collective obligations hereinabove described in ARTICLE IX of VI, and any obligations which are to be performed by several Unit Owners. In other words, if several Unit Owners are required to perform or to contribute to the performance of any item of maintenance, repair and replacement, then each of such Unit Owners and their designees shall have cross easements as to the Units of all such Unit Owners, for purposes of performing or causing to be performed any of the collective obligations and any repairs, maintenance and/or restoration which are to be collectively performed and/or contributed to by the Unit Owners. Therefore, if any Unit Owners shall fail to perform (or to cause to be performed or to contribute to the performance of) any maintenance, repairs, replacements, servicing or upkeep which is to be collectively performed by several Unit Owners, then the others of such Unit Owners, and their designees and contractors, shall have a right of access to and an easement to, over and through the Property and Units of all and each of the Unit Owners required to collectively perform or to contribute to such item of maintenance, repair, replacement, servicing and upkeep.

### Section 2. Easements for Road or Driveway or Walkway or Sidewalk Purposes.

Easements for road or driveways or walkway or sidewalk purposes shall exist, as established by the Plat, and shall exist, whether or not shown on the Plat or formally dedicated by any Plat or other instrument over all roads, streets, driveways, sidewalks and parking areas which serve more than one Unit, as actually constructed (whether contained within the Common Areas or within the boundaries of a Unit). Such easements, which shall exist over all nonpublic roads, streets, driveways, drives, parking areas, walkways and sidewalks constructed within the Parcel and within the Property (whether located within the Common Areas or the boundaries of one or more of the Units), shall be owned by the Association, which shall hold the same for the benefit of all Units and all Unit Owners and the residents of all Units. It is anticipated that certain portions of the driveways, parking areas, drives, walkways, and sidewalks constructed within the Parcel, and constituting a part of the Property, will be located within the boundaries of certain of the Units. Such portions of such driveways, drives, parking areas, walkways and sidewalks shall be subject to the easements for road, or driveway, or walkway, or sidewalk purposes provided by this Section 2, and the individual Unit Owner, owning the Unit within which such portion of the driveway, drive, parking area, walkway or sidewalk is located, shall have no right whatsoever to erect any structure or improvement upon such portion of such drive, driveway, parking area, walkway or sidewalk or to use such portion of such drive, driveway, parking area, walkway or sidewalk in such a manner as to interfere with, or block the usage of such portion of such drive, driveway, parking area, walkway or sidewalk by other Unit Owners who must necessarily use such portion of such drive, driveway, parking area, walkway or sidewalk in order to obtain access to, or ingress to or egress from their particular Units. The easements provided by this Section 2 shall constitute a part of the Common Elements, and the driveways, drives, parking areas, sidewalks and walkways, shall constitute a part of the Common Elements. All Unit Owners and residents shall have an easement across the real estate subject to such easements and all roads, driveways, drives, parking areas, sidewalks and walkways within the Property when required for access to and ingress and egress to and from their Units. Such easements for access, ingress and egress shall be appurtenant to, and run with each Unit. The easements in the Association described by this Section shall be appurtenant to, and run with the common Areas and Elements. The Developer hereby reserves an easement, concurrent with the easements for road, driveway, walkway or sidewalk purposes and other easements described by this Section, over and upon the real estate subject to such easements, and over all roads, streets, driveways, drives, parking areas, walkways and sidewalks not publicly dedicated for purposes of obtaining access to, ingress to and egress from all and every part of the real estate first

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described in the Declaration for construction purposes; provided, however, that such easements for construction purposes shall not be used in such a manner as to unreasonably interfere with the use and enjoyment of any particular Unit by the Owner thereof. Notwithstanding anything to the contrary hereinabove set forth, the streets, roads, driveways, walks, walkways and other elements subjected to the easement by this Section 2, shall be maintained in that manner hereinabove provided for in Article IX of this Declaration.

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

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

Section 5. Construction and Development Easement. The Developer shall have an easement of ingress and egress for the purpose of construction and development of any part of the Parcel, and for the purpose of construction and development of any part of the Properties, for so long as the exercise of such easement does not unreasonably interfere with the use of the recreational facilities and Common Areas and provided that such easement does not apply to the individual Units which have been completed and conveyed to Owners.

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

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

### ARTICLE XI

#### PROPERTY RIGHTS IN COMMON AREA

Section 1. Members' Easements of Enjoyment. Every Member and their guests, renters and invitees and the lessees of Developer shall have a right of ingress and egress and easement of enjoyment in and to the Common Area and

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Common Elements and the facilities, improvements and recreational facilities located thereon and such easement shall be appurtenant to and shall pass with the title to every assessed Unit; provided, however, that those areas hereinafter designated as "Limited Common Areas" or "Limited Common Elements" shall be reserved for the use of the applicable Unit or Units, and the owners or occupants thereof, to the exclusion of all other Units and the owners or occupants thereof. Said right of ingress and egress and easement of enjoyment shall exist whether or not the Developer has conveyed title to the Common Area to the Association and shall be subject to the following provisions:

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

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

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

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

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided, however, should the property sought to be transferred be subject to the lien of any mortgage or deed of trust, no such transfer shall be made without first obtaining the written consent of the mortgagee or the beneficial owner of said deed of trust thereto. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast seventy-five percent (75%) of the votes of the Class A membership and seventy-five percent (75%) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than forty (40) days in advance; and unless (in the event the portion of the Common Area to be dedicated or transferred is, for any reason, immediately adjacent to and abutting upon, or within, the boundary lines of a Unit or contained within a Unit) the Unit Owners of such Unit have agreed to such transfer;

(f) The right of the individual Members to the exclusive use of parking spaces as provided in this Article;

(g) The right of the Developer and of the Association to create, grant and convey easements upon, across, over and upon the Common Areas to public utilities or public bodies or public governments for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, electric lines and a community master television antenna system or cable T.V. system;

(h) The right of the Association to publish rules and conditions to regulate and control the Members' use and enjoyment of the Common Areas.

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

**Section 3. Title to Common Areas.** The title to the Common Areas and Common Elements shall be vested in the Association, whether or not conveyed to

the Association; provided, however, that this shall not be deemed to limit the Association's right to divide the Common Areas into Units and Common Areas.

**Section 4. Park.** The Owner or Owners thereof shall be bound by the Association or its Board of Directors to exercise its Class B voting rights as to each Unit. The Association's rules and regulations concerning the use of the Common Area not dedicated to the use of the Owner's expense, or the duty shall include the

**Section 5. Units.** The Association shall maintain buildings, including but not limited to, located thereon, but not including lawns and gardens contained within the Common Areas, and shall maintain such easement shall be held by the Unit Owners of the Common Area. Notwithstanding, the Unit Owners shall pay all taxes and his Unit, including the maintenance or replacement thereof. The above provision of the Association shall apply to all portions of Units, obtaining reasonable access to the Common Area shall be deemed to be restricted to the sole use of the Unit containing the Unit sub-

**Section 6. Fire.** The Association shall cause the Columbia, Missouri, fire department to insure adequate emergency vehicles, and adequate rules and regulations. The Association may adopt such procedures.

**Section 7. Acceptance.** If voting rights exist, the Association shall have the right to establish landscaping, grading and other improvements to propose to convey to the Association until such sodding, seeding, landscaping of Units located within the Association, and shall maintain such Areas within their lot, however, that such Unit Owners of all other Units shall be bound for the payment of a Declaration, and for the servicing and upkeep thereof. The Owners of Units located within the Association, but they shall be bound by the membership. The Association shall establish standards for sodding, seeding, and landscaping described by legal or equitable relief.

**Section 8. Irrigation.** The Association shall cause the lawns located within the Common Areas and lawns of all Owners of Units located within the Common Areas at the expense of the individual

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the Association; provided, however, that the provisions of this Section 3 shall not be deemed to limit the rights of Owners of Lots, not previously subdivided into Units and Common Area to subsequently divide such Lots into Units and Common Area.

**Section 4. Parking Rights.** Ownership of each Unit shall entitle the Owner or Owner thereof to the use of any parking spaces assigned to such Unit by the Association or Developer. The Association or the Developer (so long as Class B voting rights exist) may permanently assign vehicular parking spaces for each Unit. The Association shall have the right and the duty to establish rules and regulations concerning use of, and parking upon streets, roads and driveways not dedicated to the public, and to enforce same by fines or towing at the Owner's expense, or such other methods as it shall determine. Such right and duty shall include the promulgating of reasonable traffic regulations.

**Section 5. Units.** All of those portions of Units, on the exteriors of the buildings, including the exteriors of the exterior walls for the buildings located thereon, but not including any private patios, porches, private decks and gardens contained within Units, are hereby made subject to a perpetual easement in the Association, which shall be appurtenant to and run with the Common Areas, and shall constitute a part of the Common Elements. The terms of such easement shall be such that, although title to the land subjected thereto shall be held by the Unit Owner, such land shall, for all intents and purposes be Common Area. Notwithstanding the provisions of this paragraph the Unit owner shall pay all taxes and assessments charged on or by reason of all or any part of his Unit, including the part subjected to this easement, and shall provide such maintenance or replacement therefor as is imposed upon him by this Declaration. The above provision of this Section 5 to the contrary notwithstanding, however, all portions of Units, except when (and only as) required for purposes of obtaining reasonable access to, or egress from, Units located within other Lots, shall be deemed to be Limited Common Areas and Limited Common Elements, restricted to the sole and only use of the Owners the Units within the Lot containing the Unit subject to the easement established in this Section 5.

**Section 6. Fire Lanes.** The Association shall, with the advice and help of the Columbia, Missouri, Fire and Police Departments establish sufficient fire lanes to insure adequate access to all buildings and Units by fire, police and emergency vehicles, and shall, with the help of such departments, establish adequate rules and regulations for maintaining such fire lanes at all times. The Association may enforce such regulations by fines or other enforcement procedures.

**Section 7. Acceptance of Common Areas.** The Developer, so long as Class B voting rights exist, and the Association's Board of Directors thereafter, shall have the right to establish reasonable standards for the sodding, seeding, landscaping, grading and improvement of Common Areas and Units which Builders propose to convey to the Association, and same shall not be accepted by the Association until such standards, or any reasonable requirements for such sodding, seeding, landscaping and improvements have been satisfied. The Owners of Units located within a Lot shall not have any voting rights in the Association, and shall have no rights of Class A membership, until the Common Areas within their Lots have been accepted by the Association; provided, however, that such Unit Owners shall have all duties to the Association, and to the Owners of all other Units located within the Development, and to each other, for the payment of all assessments established under Article VI of this Declaration, and for the performance of all maintenance, repairs, replacements, servicing and upkeep hereinabove described in ARTICLE IX of this Declaration. The Owners of Units located within the Lots shall be Class A members of the Association, but they shall be without voting rights or any other rights of membership. The Association shall have the right to enforce the reasonable standards for sodding, seeding, landscaping, grading and improvement hereinabove described by legal or equitable proceedings, and shall be entitled to injunctive relief.

**Section 8. Irrigation.** Builders shall provide, for the Common Areas and the lawns located within each Unit for a Lot, water taps and meters, so that such Common Areas and lawns for Units can be irrigated by the Association, or by all Owners of Units located within such Lot, at their expense, as opposed to the expense of the individual Unit owners, and separate meters shall be provided for

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such water taps. The above provisions of this Section 8 to the contrary notwithstanding, and any of the above provisions of this Declaration to the contrary notwithstanding, if a separate water tap or meter has not been provided within a Lot so that the Common Areas and Lawns within such Lot can be irrigated using water from such water taps, then all lawns, trees, shrubs and landscaping located within such Common Areas within such Lot shall be irrigated, at the equal expense of the Owners of all Units located within such Lot, and all such Owners shall furnish, equally, water for such irrigation purposes, and shall be responsible for such irrigation. The provisions of this Section 8 to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, if the Builder has not provided within a Lot a separate water tap or meter so that Common Areas and Lawns within the lot can be irrigated by the Owners of Units located within the Lot, at their joint expense, then the Owners of each Unit located within such Lot shall be required to provide all water required for the adequate irrigation of the lawns, trees, shrubbery and landscaping located within the boundary lines of their individual Units. If such separate water taps and meters have been provided, then all such water for irrigating lawns, trees, shrubs, landscaping and similar items within the individual Units shall be taken from the separate water tap and meter used for irrigating the Common Areas and Common Elements.

Section 9. Limited Common Elements and Exclusive Use. Notwithstanding anything to the contrary contained at any place in this Declaration, all portions of each Lot (including all parking areas and drives located within the boundary lines of each Lot), which are not required to provide adequate means of access to or egress from Units located within other Lots within the Development, shall be deemed to be "Limited Common Elements" or "Limited Common Areas" and shall be reserved for the sole and exclusive use of owners, occupants, guests and invitees of those Units located within the Lot, to the complete and total exclusion of all other Units, and the Unit Owners, guests, occupants and invitees thereof. (Example: the real estate contained within the boundary lines of Lot 9 shall be limited to the sole and exclusive use of the Unit owners of Units located within such Lot and their guests and invitees, to the exclusion of all other Unit Owners). All Common Areas and Common Elements located within the boundary lines of each Lot shall be "Limited Common Elements" and "Limited Common Areas," reserved for the sole and exclusive use of the Owners of Units located within such Lot, and their guests, designees and invitees, except to the extent (and only to the extent) that same are required to provide reasonable adequate means of access to or egress from Units located within other Lots.

Section 10. Parking. In no event shall any Unit Owner, or the occupant of any Unit, or the guests, occupants or invitees of any Unit, park vehicles on any of the private drives (those servicing more than one Unit) making up a part of the Common Areas or Common Elements, other than within designated parking places, and, in no event, shall any vehicles be parked so as to block or obstruct any of such drives.

Section 11. Trespass. Usage by, or entrance upon "Limited Common Elements" or "Limited Common Areas," by the owners, occupants, guests or invitees of Units, other than those to which the usage of such elements or areas are reserved, shall be wholly improper. The "Limited Common Elements" or "Limited Common Areas," shall be reserved to the exclusive use of the owners, or occupants of the applicable Units, and the guests or invitees of such owners or occupants, the same as though such "Limited Common Elements" or "Limited Common Areas" were owned, exclusively, by the owners of such applicable Units. Entry upon, or usage of such Limited Common Areas or Limited Common Elements by the owners, occupants, guests or invitees of Units, other than those to which the usage of such elements or areas are reserved, shall be a trespass. The owners and occupants of all Units within the Properties shall be, and they are hereby given notice (including that notice required by Section 7.795 of ARTICLE IV of the Revised Ordinances of the City of Columbia, Missouri, and any successor sections) that entry upon, or usage of any "Limited Common Areas" or "Limited Common Elements" designated for the exclusive use or enjoyment of the owners or occupants of other Units shall be a trespass, including a trespass in the first degree as provided by the applicable laws of the State of Missouri, and the applicable ordinances of the City of Columbia, Missouri. The owners of all Units, by accepting a deed for any Unit located within the Development or the Properties, agrees that any entry upon Limited Common Areas or Limited Common Elements designated for the exclusive use of other Units shall be unlawful,

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wrongful and improper, and that same shall be a trespass, and that he, she or they have received actual notice and actual communication against such trespass, including that actual notice or communication required by Section 7.795 of ARTICLE IV of the Revised Ordinances of the City of Columbia, Missouri, and any successor sections. Notwithstanding anything to the contrary hereinabove set forth in this Section 11, however, the Association and other Unit Owners and their designees shall have an easement, over across and upon Limited Common Areas and Limited Common Elements and the Units for the purposes of performing the maintenance and repair duties and obligations of the Association, and Unit Owners as imposed upon the Association and the Unit Owners by this Declaration. Further notwithstanding anything to the contrary hereinabove set forth in this Section 11, the provisions of this Section 11 shall not in any respects reduce nor affect the easements granted by ARTICLE X of this Declaration. The Association shall be authorized to promulgate such reasonable rules and regulations, as its Board of Directors, in its sole and absolute discretion, shall, from time to time deem necessary or appropriate for purposes of preventing or discouraging trespasses of the type hereinabove described in this Section 11.

Section 12. Diminishment of Easement. No easement granted by this ARTICLE XI, and none of the terms and conditions of this ARTICLE XI, shall be deemed to in any way affect, diminish or reduce the easements granted under ARTICLE X hereof, or any easement granted by the Plat or by any replat of any of the Lots located within the Parcel.

### ARTICLE XII

#### USE RESTRICTIONS

The Units and the building and structures and living units located thereon shall be subject to the following provisions and restrictions:

Section 1. Single Family Residence. No Unit shall be used for any purpose other than as a residence site for a single family. For the purpose of this restriction upon use, a "family" shall be deemed to mean a group of one or more persons, each of whom is related to all others by blood, marriage or adoption, and who are living together and maintaining a common household. The above provisions of this Section 1 to the contrary notwithstanding, two unmarried adults (without children) may occupy the premises of a Unit without securing permission of the Association's Board of Directors. More than two unmarried adults, or two unmarried individuals, (or two unmarried individuals, with children) who are not members of the same "family," as hereinabove defined, may occupy the premises of a Unit only with the written permission of the Board of Directors of the Association, obtained in advance of such occupancy. Short term guests are permitted.

Section 2. No Roomers or Boarders. In accordance with the frequent approach in zoning codes to protecting values in residence districts by prohibiting the use of single family residences for roomers and boarders, and in order to provide similar protection for the Owners of Units, it is hereby provided that no boarders or roomers shall be permitted in addition to the family occupying each such Unit. The provisions of this Section 1 and 2 (and any provisions of this Declaration), shall not be deemed to prohibit the renting or leasing of a Unit; provided, however, that such Unit must be used as a single family residence. Renting or leasing of Units is permitted.

Section 3. Home Occupation. The restriction above to use of any Unit as a single family residence shall not prohibit the conduct of a "home occupation" upon said Unit as defined herein. Home occupation means any occupation or profession carried on by members of the immediate "family" residing on the premises, in connection with which there is not used any sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence dwelling; in connection with which there is no commodity sold upon the premises, and no person is employed other than a member of the immediate family residing on the premises, and no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the family residing therein; and in connection with which no noise (of any kind or nature whatsoever), and no disturbance (of any kind or nature

whatsoever), and no odor of any kind or nature whatsoever are no persons employed on the premises; and in connection with such as are permissible household premises for the no traffic is generated; and no equipment is stored in residence for infrequent use in his profession. Permitted beauty shops, shoe or hat station or similar commercial exclusions shall not be due other businesses or enterprises. This paragraph or by other Nothing herein shall be subject to applicable zoning laws.

Section 4. Additional structures, improvements, buildings of any nature, houses, storage boxes or upon any Lot or Unit, in porch and any other improvement. Builder, or any reasonable without the approval of Architectural Control Committee.

Section 5. Parking regulations of the Association shall be used for the parking of motor home or anything in condition and repair, and frequency (it being the intent not be placed within the lot and that automobiles not placed within the Developer's house trailer, mobile home vehicle whether or not so used as would permit the use of or the conveyance of such jacks, tires or other four mounted on wheels or other on streets and highways. motor vehicle other than vehicles by persons occupy parking spaces shall be Association or its Architect. Section shall not apply the construction and development Units thereon. Notwithstanding the Association may, if it place upon the Common campers, boats, mobile home that same shall be so connected with the use or enjoyment Units, and such parking harmonious with the surroundings, notwithstanding, boundary lines of the Lot provided for their Unit (Units), for reasonable periods not exceed 4 such periods of camper, mobile home or the unloading of such trailer vehicle shall be parked without unloading, and for no Developer, agrees on his and future Unit Owners shall apply not only to the

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whatsoever), and no odor or fumes or vapors or dust or air borne particles (of any kind or nature whatsoever) are generated; and in connection with which there are no persons employed other than members of the immediate family residing on the premises; and in connection with which no tools or equipment are used except such as are permissible for and are customarily found in purely domestic or household premises for the family residing therein; and in connection with which no traffic is generated; and in connection with which no item of goods, material or equipment is stored in the premises. A professional person may use his residence for infrequent consultation, or emergency treatment, or performance of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick up station or similar commercial activities but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses or enterprises which are precluded by the previous language of this paragraph or by other sections of the Declaration, Article of Bylaws. Nothing herein shall be construed to permit home occupations not permitted by applicable zoning laws.

**Section 4. Additional Structures.** No additional and/or accessory structures, improvements of any kind or nature whatsoever, walls, fences or buildings of any nature whatsoever, or sheds, posts, poles, storage sheds, dog houses, storage boxes or similar items of any nature whatsoever shall be erected upon any Lot or Unit, in addition to the basic building, patio, walk, deck, porch and any other improvements originally provided by the Developer or Builder, or any reasonably similar replacement thereof, or addition thereto, without the approval of the Association's Board of Directors or its Architectural Control Committee.

**Section 5. Parking.** Except as may be otherwise provided by specific regulations of the Association, no uncovered parking spaces on the Properties shall be used for the parking of any trailer, truck, boat, camper, mobile home, motor home or anything other than operative automobiles, which are in good condition and repair, and which are used with very substantial, regular frequency (it being the intention of the parties that inoperative automobiles not be placed within the Development, and not be stored within the Development, and that automobiles not used with very substantial regular frequency not be placed within the Development). The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on streets and highways. The word "truck" shall include and mean every type of motor vehicle other than automobiles and pick-up trucks used as passenger vehicles by persons occupying the Units. No covering or walling in of uncovered parking spaces shall be permitted except as specifically approved by the Association or its Architectural Control Committee. Provided, however, that this Section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Properties, or of additional Units thereon. Notwithstanding anything to the contrary hereinabove set forth, the Association may, if the Association's Board of Directors elects to do so, place upon the Common Area appropriate parking for recreational vehicles, campers, boats, mobile homes and other recreational vehicles; provided, however, that same shall be so constructed and placed as to not in any respects interfere with the use or enjoyment of any of the Units, or with the appearance of the Units, and such parking shall be constructed in such a manner as to be harmonious with the surroundings. The above provisions of this Section 5 to the contrary notwithstanding, Unit Owners shall be permitted to park within the boundary lines of the Lot containing their Unit, and within the parking spaces provided for their Unit (but not within parking spaces reserved for other Units), for reasonable periods of time (not to exceed 24 hours, and not to exceed 4 such periods of 24 hours within any calendar month), a trailer, truck, camper, mobile home or motor home so as to permit the reasonable loading and unloading of such trailer, truck, camper, mobile home or motor home. Such vehicle shall be parked within the Development solely for reasonable loading and unloading, and for no other purposes. Each of the undersigned and the Developer, agrees, on behalf of themselves and their successors, and all present and future Unit Owners and occupants, that the provisions of this Section 5 shall apply not only to the Lots and the Units, but also to any public streets

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which abut upon any of the Lots. Each of the undersigned and the Developer, and all other Unit Owners, agree, on behalf of themselves and their successors, and all present and future Owners and occupants of Units, to be bound by the restrictions set forth in this Section 5 as to all public streets and portions thereof, and the provisions of this Section 5 shall be enforceable as to the public streets, the same as with respect to the Units.

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

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

- (a) On the Common Areas and approved in advance by the Directors;
- (b) Regarding and regulating the use of the Common Areas and approved in advance by the Directors;
- (c) Used by the Developer to advertise the Units for sale or to identify the financing and/or the construction agents during the construction and sales period;
- (d) One professional sign used to advertise a Unit for sale or rent; provided that same shall be no more than six (6) square feet in area, and no more than four (4) feet tall, and that same shall only state that the Unit is for sale or rent, together with the name and telephone number of the Unit Owner or his agent;
- (e) Traffic signs or directional signs, or signs imposing traffic rules or regulations located on the Common Areas, and approved and advanced by the Directors.

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

**Section 8. Exterior Wiring, Antennas or Installations.** No exterior wiring or antennas shall be permitted on the exterior portion of any building or improvement situated upon any Lot or Unit except as may be erected by the Developer (or for so long as Class B voting rights exist, shall be approved in advance by the Developer, or after Class B voting rights have ceased to exist, shall have been approved by the Board of Directors of the Association or its Architectural Control Committee). No air conditioning or other types of installation shall be installed or permitted which appear on the exterior of any building or which protrude through the walls, roof or window area of any building on any Lot or Unit except as may be installed by the Developer in the original construction, or as may subsequently be approved by the Association.

**Section 9. Livestock, Poultry and Pets.** No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Properties, except that up to two (2) dogs or cats or other normal household pets per household may be kept in and upon Units subject to the following provisions:

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

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

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

(e) Dogs which habitually bark, or which bark excessively, must be kept within the inside of buildings between the hours of 8:00 p.m. and 8:00 a.m. If any such dog continues to bark, so as to disturb other Unit Owners, then the Association may require that the Owner of such dog undertake a professional dog training course, or use any means, including electronic collars or other devices recommended by a veterinarian, to stop the excessive barking. If the dog Owner does not comply, or if he does comply, and the barking nevertheless continues, then such dog shall be subject to removal from the Development in accordance with the foregoing provisions of this Section 9.

(f) No dog pens are allowed in the Development. "Dog pens" shall include pens with improved or non-improved floors, with fences on top and/or around which are used to encage animals.

(g) No dog houses are allowed within the Development.

Section 10. Trash, Storage, Disposal. All trash, rubbish, garbage and other materials being thrown away or disposed of by Unit Owners or residents on the premises must be placed or contained in one or more trash cans or containers purchased by the respective Unit owners or residents, which cans or containers shall be flytight, rodent proof, non-flammable, reasonably waterproof and which shall be covered. These cans or containers are to be stored in concealed locations on Units, and may be placed in open locations only for a period of not in excess of eight (8) continuous hours in any week, so as to facilitate collection. The outdoor placement of or storage of materials, equipment or other items on any outside portion of a Unit shall be prohibited, with the provision that the placement of such functional items as patio and outdoor living equipment upon private patios, porches or decks shall be permitted, and that the use of children's bicycles and play equipment and other items approved by the Directors of the Association (but not the storage of same) in such a manner as not to unreasonably interfere with the enjoyment of the Units and Common Areas by other Owners and residents, shall be exempt from this provision. Because of the hazards of fire, storage of highly flammable or explosive matter is prohibited on any portion of the Properties. Provided, however, this section shall not apply so as to interfere with normal construction methods in the Construction and development of any portion of the Properties. As indicated in ARTICLE IX of the Declaration trash and mixed refuse, in certain areas, must be placed by the Owners or occupants of Units on the curb lines of public streets, in a timely fashion, so as to permit the removal thereof by the mixed refuse service of the City of Columbia, Missouri, on the day designated for pickup by such service. All such trash or mixed refuse so placed on such curb line shall be contained in mixed refuse bags provided by the City of Columbia, Missouri, or the equivalent thereof, or in other suitable containers. The Association shall have the right to designate specific areas where trash or mixed refuse shall be placed, and to promulgate reasonable rules and regulations for the location or placement of trash or mixed refuse, and for the types of containers which shall be used for trash or mixed refuse placed on the curb line of the public streets. All trash or mixed refuse shall be placed, at the appropriate location, on the curb line of the public street, in time to permit the orderly pick-up thereof on the day designated by the Mixed Refuse Service of the City of Columbia for mixed refuse pick-up. If a Unit Owner or occupant does not place trash or mixed refuse at the appropriate location in time to permit the orderly removal of same by the Mixed Refuse Service of the City of Columbia, Missouri, then such owner or occupant shall be required to remove same from the curb line and to make other arrangements for the orderly removal of same. No owner or occupant of any Unit

shall permit trash or mixed refuse to remain at such location. The City of Columbia have made a plan for the removal of trash or mixed refuse by Unit owners for the placement of trash or mixed refuse on the public street shall be prohibited, or the scattering of trash or mixed refuse on the area, or the scattering of trash or mixed refuse on the area.

Section 11. Temporary Structures. Temporary structures, shack, shed, tent, dog house, etc., shall be located on a temporary lot or Unit on a temporary basis, and shall conform to the specifications of the Board of Directors, unless approved under the Architectural Control, or other methods. Provided, however, that no such structure shall interfere with normal construction or any part of the Properties.

Section 12. Open Areas. Individual Unit premises, for the preparation of food, shall be located on a temporary lot or Unit on a temporary basis, and shall conform to the specifications of the Board of Directors, unless approved under the Architectural Control, or other methods. Provided, however, that no such structure shall interfere with normal construction or any part of the Properties.

Section 13. Interference. No resident of a Unit or any other person shall have any right to maintain, or interfere with, the normal construction or any part of the Properties, or the surfaces of the exterior of the Properties.

Section 14. Garages. No other than when driving or when moving articles in or removing articles for storage of goods, merchandise or other items of any kind or for commercial activity.

Section 15. Planting. No patio areas, or private areas, designated by the Board of Directors, shall be planted or installed unless approved in advance by the Board of Directors. Improvements on any Unit shall be approved by the Board of Directors.

Section 16. Storage. No storage shall be maintained on any Unit unless approved in writing of the Association.

Section 17. Alterations. No rebuilding or any other alterations, shall occur unless approved in advance by the Board of Directors. Periodic maintenance upon the respective Units.

Section 18. Awnings. No awnings, not installed by the Board of Directors, shall be external changes made on the Units unless approved in writing of the Association.

Section 19. Two-Wheeled Vehicles. No mopeds, powered scooters, or other two-wheeled vehicles, within the Development, shall be used for recreation, or for any other purpose, unless approved in advance by the Board of Directors. No such vehicles shall be used for recreation. All such vehicles shall be used for quiet operation. In the event of a violation, the Board of Directors may take action against the Development.

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shall permit trash or mixed refuse placed by him on the curb line of the public street to remain at such location after the mixed refuse trucks of the City of Columbia have made a pick-up at such location. All bags or containers used by Unit owners for the placement of trash or mixed refuse on the curb line of the public street shall be such as will reasonably prevent the littering of the area, or the scattering of the trash or mixed refuse.

Section 11. Temporary Structures. No structure of a temporary character, shack, shed, tent, dog house, locker or other out building shall be used on any Lot or Unit on a temporary or permanent basis unless included in the plans and specifications of the building as constructed by the Developer or Builder or unless approved under the provisions of the Declaration relating to Architectural Control, or unless used by the Developer in normal construction methods. Provided, however, that this section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Properties.

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

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

Section 14. Garages. All garage doors shall be kept closed at all times other than when driving vehicles into or out of garages, or when placing other articles in or removing other articles from garages. No garages shall be used for storage of goods, merchandise, wares, tools, equipment, produce, products or other items of any kind or nature whatsoever used in connection with a business or commercial activity.

Section 15. Planting and Gardening Prohibited. Except in the individual patio areas, or private deck areas, or private porch areas, or other areas designated by the Board of Directors, no planting or gardening shall be done, unless approved in advance by the Association's Board of Directors, and no fences, hedges or walls shall be erected or maintained upon any Unit except as are planted or installed in accordance with the initial construction of the improvements on any Unit, or as approved by the Association's Board of Directors.

Section 16. Storage Tanks. No tank for the storage of fuel may be maintained on any Unit above the surface of the ground without the consent in writing of the Association's Board of Directors.

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

Section 18. Awnings and Storm Doors Prohibited. No awnings or storm doors, not installed by the Developer, may be constructed or erected or any external changes made on or to any improvement in any building or improvement unless approved in writing by the Association.

Section 19. Two and Three Wheeled Recreation Vehicles. Motorcycles, mopeds, powered scooters, or powered tricycles, or motor bikes, may not be run within the Development, either on streets, roads, or Common Areas or Common Elements; provided, however, that they may be used solely to go to and from the Unit Owner's Unit for purposes of going to and from work, or one's job, or to school. No such vehicles shall be used within the Development for purposes of recreation. All such vehicles must have a suitable muffler, so as to provide for quiet operation. In the event of three (3) complaints, the Association's Board of Directors may require that any such vehicle be removed from the Development.

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

(a) To deny to any Units or any Owners which are in violation of the use restrictions or which are being used in violation of such use restrictions, any maintenance or other services which the Association might otherwise be required to provide;

(b) To impose upon the Unit (and the Owners thereof), being used in violation of any of the use restrictions, a special assessment (by way of a fine), in such amount as the Association's Board of Directors, in its sole, absolute and unmitigated discretion shall deem appropriate, not to exceed One Hundred Dollars (\$100.00) per month during the continuance of the violation. Such fine shall constitute a special Unit assessment upon the Unit (and the Owners thereof) subjected to the assessment. Such special Unit assessment shall be payable to the Association, upon demand, and shall be added to (and become a part of), the other assessments to which the Unit (and the Owner thereof) is subject, and shall be enforceable in the same manner as is provided for the enforcement of other assessments under ARTICLE VI of this Declaration;

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

With the exception of those situations involving a legitimate emergency, posing a danger to the safety of the properties or any portion thereof, or any of the residents thereof, or any guests or invitees therein, the Association's Board of Directors shall not, in the event of a violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII, seek to utilize any of those powers or remedies conferred upon it by subsections (a) through (c) of this Section 20, without first giving written notice of intention to do so to the Owners or occupants (in the event the occupants are different than the Owners) of the applicable Unit. Such written notice shall specify the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII, and shall notify the said Owners or occupants of the intention of the Association's Board of Directors to resort to one or more of the powers, authorities and remedies conferred upon it by such subsections (a) through (c). Such notice shall further give such Owners or occupants notice of the time and place at which such Owners or occupants may appear before a meeting of the Association's Board of Directors. At such meeting such Owners or occupants, and any other interested persons, shall be permitted to present such evidence and/or arguments, both for and against the violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII, as shall appear to be reasonably relevant to the issue as to whether the apparent violation exists or has occurred. Evidence presented to the Board may be taken under oath, or not under oath, as the Board, in its discretion, sees fit. Parties (including the Owners) appearing before the Board, shall be entitled to have an attorney represent them, should they desire to do so; provided that all costs and expenses incurred in connection with such attorney's representation shall be paid by the party utilizing the attorney's services. Formal rules of evidence shall not apply, but the board shall utilize its best efforts to hear only such evidence, as would appear to be reasonably competent, and as would appear to be reasonably relevant to the issue as to whether the violation or apparent violation of the use restrictions hereinabove set forth has occurred, or is occurring. At the conclusion of the presentation of evidence to the Board, the Owners or occupants of the applicable Unit, and all other interested parties shall be permitted to present such arguments or statements to the Board as they shall deem proper and appropriate. Following the presentation of the evidence, and such statements or arguments, the Board shall adjourn, and shall, in closed session, make a determination as to whether the violation or apparent violation exists, or has occurred, and shall determine the fines to be imposed, or the other remedies to be utilized by the Board in attempting to terminate or remedy

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described. Each Unit located within a Building shall be used solely for residential purposes for a single family, as hereinabove defined in Section 1 of this ARTICLE XII.

### ARTICLE XIII

#### INSURANCE

Section 1. Insurance on Units and Buildings. The Unit Owners of Units located within a Lot (with the cooperation, advice and assistance of the Association's Board of Directors) shall obtain and maintain insurance on the Building located within the Lot, and all Units and improvements located within the Lot, and on the facilities located within the Common Areas within the Lot, against loss or damage by fire, lightning, windstorm, hail, explosion, vandalism and malicious mischief, and all other hazards as are generally carried in the area under standard extended coverage provisions for at least the full insurable replacement cost of the improvement insured. The said replacement cost shall be determined by the Association's Board of Directors, or the insurer, as the Association's Board of Directors shall determine, and may be increased or decreased, from time to time, as such Board of Directors (or such insurer, as the Board, in its sole and absolute discretion shall deem appropriate) in its sole and absolute discretion elects. Such insurance shall be placed with companies approved by the Association's Board of Directors and authorized to do business in the State of Missouri. Such insurance shall provide for protection for each Unit, and the Buildings located thereon, and the attached, built-in, or installed fixtures and equipment contained in such Building. It is absolutely required that such insurance insure for at least the full insurable replacement cost or full insurable replacement value of the replacements insured. The insurance coverage applicable to each Unit, as provided for herein, shall be issued in the name of the Unit Owner of such Unit and the Association (or the Association shall be included as a Loss Payee) and the proceeds thereof shall be payable to the Unit Owner and the Association, to be used under the following terms and provisions of the Declaration dealing with insurance proceeds. The above provisions of this Section 1 to the contrary notwithstanding, the Association's Board of Directors shall have the right of requiring that all insurance required under this Section 1 be procured by the Association, or through the Association. If such insurance is procured by, or through the Association, then upon demand, the Association or its insurers shall furnish the Owner with a certificate of insurance covering the Owner's Unit and improvements. If the insurance is procured by the Unit Owner or by the Unit Owners of Units located within a Lot, then, upon demand by the Association, the Unit Owner or Unit Owners shall furnish the Association with a certificate of insurance evidencing the fact that the insurance coverage required by this Section 1 is in full force and effect. Insurance upon Units located within a particular Lot, may be issued under one policy, or separate policies upon the Units, as the Unit Owners (and their insurers) shall deem appropriate. However, if the first Unit Owner, other than the Developer or the Builder of the Building located within a Lot, acquires insurance with a company, which will provide insurance upon one Unit within the Building, only if it insures all Units within the Building, then all Unit Owners of Units within such Lot shall be required to obtain insurance with the company with which the first Unit Owner has acquired insurance. Otherwise, each of the Unit Owners of Units located within a Lot shall be permitted to acquire (if it is practicable to do so), individual home owners' insurance policies upon their respective Units, or the Unit Owners shall be permitted to band together and acquire one or more policies of insurance, from the same companies upon the Building and the Units. In any event, however, all insurance coverage applicable to each Unit and Building, as provided for herein, must be issued in the name of the Unit Owner and the Association (or the Association shall be included as a Loss Payee), and the proceeds thereof must be payable to the Unit Owner and the Association.

Section 2. Insurance Premiums. In addition to the annual assessments provided for above, each Owner of each Unit covenants to pay for that insurance described in Section 1 of this ARTICLE XIII, at such times in such installments, as shall be determined by the insurance company or by the Association's Board of Directors, commencing on the day an Owner takes title to a Unit, his prorated share of the total insurance premiums charged by the insurance carrier or carriers for the insurance to be obtained and maintained under Section 1 of this Article. The insurance carrier (or the Association, as the case may be) shall

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apportion the total premium for all insurance among the various Units based upon the cost of replacement and risks involved with respect to the improvements located upon each Unit.

Section 3. Repair and Restoration of Improvements. In the event of damage to or destruction of a building or of an improvement on a Unit due to fire or other disaster or cause, the Owner shall repair, rebuild and restore said improvement to a condition substantially as good as existed prior to the occurrence of the damage or destruction. In the event an Owner fails or refuses to repair, rebuild and restore such improvements as provided herein, each Owner of any building or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any deed of conveyance, hereby irrevocably constitutes and appoints the Association his true lawful attorney in fact, in his name, place and stead, and with full and complete authorization, right and power to collect the proceeds of the insurance policy described in the above provisions of the Declaration, in its sole name and to cause the repair, reconstruction and restoration of such improvements and to pay for same with said insurance proceeds. An Owner shall have no claim against the Association in the event it collects the proceeds of such insurance policy and uses same to repair, restore and reconstruct such improvement. If the Owner does make the repairs, rebuilding or restoration, then the Owner shall be entitled to the proceeds of the insurance.

It is expressly acknowledged and agreed by each Owner of any Unit that this Article is for the mutual benefit of all the Owners of the Units and is necessary for the protection of all said Owners.

Section 4. Other Insurance. Nothing herein shall preclude a Unit Owner from obtaining whatever additional insurance he may desire, and it shall be the individual responsibility of each Owner to provide tenant's theft, liability and other insurance covering personal property, damage or loss.

Section 5. Waiver of Subrogation. To the extent permitted by law, a Unit Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties, if such damage or destruction results from one or more of the perils covered by fire and extended coverage insurance. This release or waiver shall not apply as between Owners of individual Units.

Section 6. Subordination of Rights. The provisions of ARTICLE XIII shall be subject and subordinate to the rights of any mortgagee or beneficial owner of a deed of trust in and to any insurance proceeds payable by reason of any loss covered by such insurance concerning any building or an improvement situated on any Unit in which said mortgagee or beneficial owner of a deed of trust may hold a security interest. The proceeds of such insurance payable to said mortgagee or beneficial owner of a deed of trust shall be applied by said mortgagee or beneficial owner toward the payment of those costs of restoration or repair of the damaged improvements actually incurred. Any excess proceeds received, or if for any reason such restoration or repair does not take place then the entire proceeds, shall be applied in reduction of the mortgage or deed of trust indebtedness.

### ARTICLE XI'

#### SALE OF COMMON AREA

A sale, mortgaging or other disposition of all or any part of the Common Area shall not be valid unless given prior approval by a three-fourths (3/4) majority vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting, and unless given prior approval by mortgagees of seventy-five percent (75%) of all Units subject to mortgages or deeds of trust, and unless approved by the Owners of all Units adjacent to, or containing such Common Area. A disposition, so approved, shall be binding upon all Unit Owners. The above provisions of this ARTICLE XIV to the contrary notwithstanding, no Common Area within a Lot containing Units shall

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be sold without the written consent of all of the Owners of all Units located within such Lot.

## ARTICLE XV

## RIGHTS OF FIRST MORTGAGEES

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

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

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

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

Section 4. Insurance Proceeds. Any insurance proceeds or condemnation awards paid to the Association, over and above the amount necessary to replace, repair or reconstruct the damaged building or Unit or damage Common Area shall be paid over by the Association to the holders of mortgages or deeds of trust of record covering any of the building, Units or Property, if any, solely as their respective interests may appear.

Section 5. Transfer of Common Area. The Association shall not encumber, hypothecate, pledge, transfer, sell or otherwise subject the Common Area or Common Elements to liens or charges or transfer or disposition without the prior written approval of seventy-five percent (75%) of the holders of first mortgage deeds of trust or first mortgages upon the Units.

Section 6. Other Charges. Neither the Association nor the Board of Directors shall make any change in the method of determining assessments, the architectural control provision, or the insurance requirements set forth in this Declaration without the prior written approval of the holders of seventy-five percent (75%) of the holders of first mortgages or first mortgage deeds of trust upon the Units.

Section 7. Right of First Refusal. Any holder of a first mortgage deed of trust, or first mortgage, which comes into possession of a Unit pursuant to the remedies provided in the mortgage or deed of trust, by foreclosure, or by deed in lieu of foreclosure, shall be exempt from any "right of first refusal."

Section 8. Claims for Unpaid Assessments. Any first mortgagee or holder of a first mortgage deed of trust, which comes into possession of a building or Unit pursuant to the remedies provided in the mortgage or deed of trust, or by

foreclosure of such mort-  
 foreclosure, shall take t  
 or charges against the b  
 mortgagee or deed of trust

Section 9. Approval  
seventy-five percent (75%)  
deeds of trusts upon the  
mortgage or deed of trust  
to:

(a) By act or  
encumber, sell or transfer  
directly or indirectly, by  
of easements for public use  
the intended use of the  
meaning of this clause;

(b) Change the dues or other charges with respect to the same;

(c) By act o  
regulations, or enforcement  
the exterior appearance o  
maintenance of the Units,  
driveways, or the upkeep o

(d) Fail to r  
insurable permanent struct  
amount not less than one  
costs;

(e) Apply the v  
than repair, replacement or

Section 10. Adequate  
reserve funded by regular  
assessments or charges,  
structure which the Assoc.  
Declaration. The amount  
determined by the Board  
projected useful life of  
estimated replacement cost  
establish such reserve  
Association is required  
Declaration.

Section 1. Enforcement  
right to enforce, by any  
restrictions or charges.  
Declaration. Failure by the  
or restrictions herein con-  
right to do so thereafter.

Section 2. Severability  
restrictions by judgment  
provisions which shall read

Section 3. Amendment.  
charges and liens of this  
shall inure to the benefit  
Owner of any Unit subject  
respective legal represent  
twenty (20) years from the

# Boone County, Missouri

## Unofficial Document

located

foreclosure of such mortgage or deed of trust, or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the building or Unit which accrued prior to the time such mortgagee or deed of trust holder came into possession of such building or Unit.

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Section 9. Approval of First Mortgagees. Without the written approval of seventy-five percent (75%) of the first mortgagees, or holders of first mortgage deeds of trusts upon the buildings and Units (based upon one vote for each such mortgage or deed of trust upon each Unit), the Association shall not be entitled to:

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(a) By act or omissions seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this clause;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against each Unit and the owners thereof;

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(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the improvements located upon the Units, the exterior maintenance of the Units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the property;

(d) Fail to maintain fire and extended coverage insurance on any insurable permanent structures or improvements erected on the common area in an amount not less than one hundred percent (100%) of the current replacement costs;

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(e) Apply the proceeds from such fire and hazard insurance for other than repair, replacement or reconstruction of improvements and structures.

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Section 10. Adequate Reserve. The Association shall establish an adequate reserve funded by regular monthly assessments, rather than by special assessments or charges, for the replacement of any permanent improvement or structure which the Association is required to replace under the terms of this Declaration. The amount of the contributions to the reserve fund shall be determined by the Board of Directors of the Association, based upon the projected useful life of such improvements requiring replacement, and the estimated replacement costs. However, the Association shall be required to establish such reserve only to fund the replacement of items which the Association is required to replace by the terms and conditions of this Declaration.

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### ARTICLE XVI

#### GENERAL PROVISIONS

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Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any covenants, restrictions or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants, conditions, restrictions, easements, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, or the Developer, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time

# Boone County, Missouri

## Unofficial Document

they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five percent (75%) of the Class A Members has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. During the first twenty (20) year period of this Declaration, it may be amended in whole or in part only by an instrument signed by not less than eighty percent (80%) of the Class A members and one hundred percent (100%) of the Class B members, and thereafter it may be amended in whole or in part only by an instrument signed by not less than seventy-five percent (75%) of the Members. All amendments to this Declaration shall be recorded in Boone County, Missouri.

Section 4. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

Section 6. Titles and Captions. The titles or captions of the various provisions of this Declaration are not part of the covenants hereof, but are merely labels to assist in locating paragraphs and provisions herein.

Section 7. Approval of Plats. All plats of Lots which divide same into Units and Common Area must, prior to recording, be approved by the Developer so long as Class B voting rights exist, and thereafter by the Association's Board of Directors.

Section 8. Multiple Signature Pages. Multiple signature pages may be appended to this Declaration. All parties need not affix their signature to the same signature page. Each of the undersigned, who executes this Agreement, on any signature page, acknowledges that he, she, it or they have received a true and accurate copy of this Declaration, and that, by affixing their signatures to any signature page, it is their intention to enter into this Declaration, and to consent to and approve of same. Signatures of the undersigned, Owners shall be deemed to be valid, and this Declaration shall be deemed to be binding upon all parties who sign this Declaration, or sign any signature pages. However, all such signature pages shall be deemed to be part of one and the same instrument (this Declaration). In all probability, there will be a substantial number of (multiple) signature pages, appended hereto, as the large number of persons to sign requires multiple signature pages.

Section 9. Abatement and Enjoining. The violation of a restriction, condition or regulation imposed hereby, or the breach of any covenant or provision herein contained, shall give the Board of Directors of the Association, or the Owner of any Unit, in addition to the rights provided for by law, or hereinafter set forth, the following rights:

(a) To enter upon the land or Unit upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions hereof, and the Board of Directors, or the Association, or its agents, or the Unit Owners so doing, shall not thereby be deemed guilty in any manner of trespass;

(b) To enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of the breach.

Section 10. Termination of Rights as a Unit Owner -- Judicial Enforcement. If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the provisions or restrictions or provisions of this Declaration, and such violation shall continue for thirty (30) days after notice in writing from the Board of Directors, or shall occur repeatedly after any thirty (30) day period, after written notice or request to cure such violation from the Board, then the Board or the Association shall have the power to issue to the defaulting Unit Owner a ten day (10-day) notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner,

# Boone County, Missouri

## Unofficial Document

and to continue to use, occupy or control his Unit, and thereupon an action in equity may be filed by the Board of Directors of the Association against the defaulting Unit Owner, for a decree of mandatory injunction or, in the alternative (with the prior written consent of any mortgagee or holder under any deed of trust having a security interest in the Unit ownership of the defaulting Owner) for a decree declaring the termination of the defaulting Unit Owner's rights to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all right, title and interest of the Unit Owner in the Unit shall be sold (subject to the lien of any existing mortgage or deed of trust) at a judicial sale, upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid first to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Unit Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon confirmation of such sale, the purchaser thereof shall be thereupon be entitled and may apply to the Court for a writ of execution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to this Declaration, and the purchaser shall become a Unit Owner in the place and stead of the defaulting Unit Owner.

**Section 11. Attorney's Fees.** In the event the Board of Directors of the Association, or the Association, or any Unit Owner, shall seek to enforce any of the rights, covenants, duties, provisions or assessments provided for by this Declaration by legal or equitable proceedings, then the prevailing party in such proceedings shall, in addition to the rights and remedies to which such prevailing party shall be entitled in such proceedings, be entitled to recover from the other party, all reasonable costs and expenses incurred in connection with such proceedings, including reasonable attorney's fees, together with interest thereon from the date when such costs and expenses are incurred at those rates hereinabove provided for in ARTICLE VI of this Declaration.

IN WITNESS WHEREOF, we, the undersigned, the Developer and all of the Lots, Units, land, tracts and parcels (and all real estate) contained within the boundary lines of WOODRAIL SUBDIVISION -- PLAT 3, have hereunto executed this Declaration, effective the day and year hereinabove first written.

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

"DEVELOPER"

CHARLES RICE CONSTRUCTION CO.  
(Owner of Lots 12, 13, 14 and 15 and  
Units 16A, 16B, 16C, 16D and 16E)

By: Charles E. Rice  
CHARLES E. RICE, President

(CORPORATE SEAL)

ATTEST:

H. C. Wickham  
Asst Secretary H. C. Wickham

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF BOONE )

On this 9th day of February, 1983, before me, the undersigned, a Notary Public, in and for the said County and State aforesaid, came CHARLES E. RICE, to me known to be the person who executed the foregoing instrument in the name of and on behalf of CHARLES RICE CONSTRUCTION COMPANY, a Missouri corporation, who being by me first duly sworn, did state and

acknowledge that he  
executed the foregoing  
corporation and that  
deed of said corporation

IN WITNESS WHEREOF,  
seal, the day and year



# Boone County, Missouri

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acknowledge that he is President of such corporation, and that as such, he had executed the foregoing instrument in the name of and on behalf of such corporation and that the foregoing instrument was executed as the free act and deed of said corporation.

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



Susan M. Fuller  
Notary Public Susan M. Fuller

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# Boone County, Missouri

## Unofficial Document

SIGNATURE PAGE FOR  
"ABROGATION, TERMINATION, NULLIFICATION AND RELEASE OF  
COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS  
AND DECLARATION OF NEW COVENANTS, CONDITIONS, RESERVATIONS,  
EASEMENTS AND RESTRICTIONS OF WOODRAIL -- PLAT 3

We, the undersigned, hereby acknowledge receipt of a true, accurate and authentic copy of that Declaration, dated the 3rd day of January, 1983, titled "ABROGATION, TERMINATION, NULLIFICATION AND RELEASE OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS AND DECLARATION OF NEW COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF WOODRAIL SUBDIVISION -- PLAT 3", and do hereby further acknowledge that these Signature Pages were originally appended to a true, accurate and authentic copy of such Declaration, and do hereby state, covenant, declare and agree that we do hereby enter into, consent to, ratify, confirm, approve and adopt the said Declaration and all of the provisions thereof and that we do hereby execute the said Declaration, and do hereby append our signatures to such Declaration as signatories thereto, it being our intention to enter into, and to execute the said Declaration. We understand that the original Declaration shall have appended thereto, in addition to these Signature Pages, a substantial number of other Signature Pages executed by other Owners of real estate subject to such Declaration. It is our intention, by affixing our signatures hereto, that the Declaration, and the terms, covenants, conditions, reservations, easements, restrictions, liens and charges set forth therein shall be binding upon us, and upon the real estate owned by us, and that same shall constitute covenants running with the land, and shall be binding upon us, and our heirs, executors, administrators, successors and assigns, and upon all future owners of all or any portion of the real estate now owned by us. It is the intention of each of the undersigned that, once this Signature Page, and other comparable Signature Pages, have been executed by the Developer and by the Owners of not less than eighty percent (80%) of the land area subject to the terms of that Declaration recorded in Book 422 at Page 72 of the Records of Boone County, Missouri, the above-described "ABROGATION, TERMINATION, NULLIFICATION AND RELEASE OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS AND DECLARATION OF NEW COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF WOODRAIL SUBDIVISION -- PLAT 3" shall become of full force and effect and shall be binding upon all real estate contained within Woodrail Subdivision -- Plat 3, as shown by that Plat Book 11 at page 104 of the Records of Boone County, Missouri, and all Lots and Units contained therein, and upon the Owners of all Lots and Units located within the said Woodrail -- Plat 3, and their heirs, executors, administrators, successors and assigns. We understand that many Signature Pages, comparable to this Signature Page, may be used, and that the various Owners may each sign different Signature Pages. All such Signature Pages, together with the Signature Page signed by the Developer (Charles Rice Construction Co.) shall be treated as if same were one Signature Page, and all such Signature Pages shall be taken together. All persons who sign upon such Signature Pages shall be treated as if they had all signed the original document. The document to which these Signature Pages are to be appended (as such document is described above) shall be deemed to be binding upon all parties who sign this or any comparable Signature Pages, regardless of the number of Signature Pages. All such Signature Pages shall be deemed to be part of one and the same instrument. We understand that, in all probability, there will be a substantial number of Signature Pages, appended to the above-described document, as there are a large number of persons who must sign the original instrument. None of the signatures set forth below is contingent upon the affixing to this or any other Signature Pages of the signatures of any other persons.

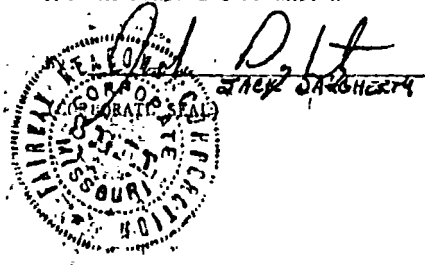
THIS CONTRACT AND THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SIGNATURE

LOT DESCRIPTION OR  
UNIT NUMBER

DATE

FAIRWAY MEADOWS CORPORATION



Units 1A, 1C, 1D,  
2C and 2D

3/31/83

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

## Unofficial Document

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

ATTEST:

Cynthia L. Daugherty  
Secretary  
CYNTHIA L. DAUGHERTY

R. ALAN KING, a single person

AUGUST J. OTTO, JR.

MARY SUZANNE OTTO, husband and wife

SCOTT K. STOVER

DEBORAH A. STOVER, husband and wife

H. HALL TRICE, Trustee of the Harry Hall Trice Trust (an undivided 1/2 interest) and

J. DUDLEY TRICE

NANCY A. TRICE, husband and wife (an undivided 1/2 interest)

John C. Cartland  
JOHN C. CARTLAND, a single person

J. W. STORMS

FRANCES R. STORMS, husband and wife

Lynn W. Martin  
LYNN W. MARTIN

Ruth A. Martin  
RUTH A. MARTIN, husband and wife

Robert S. McClelland Jr.  
ROBERT S. McCLELLAND, JR.

Bette Black McClelland  
BETTE BLACK McCLELLAND, husband and wife

Unit Number 1B

Unit Number 2A

Unit Number 2B

Part of Lot 3 and Lot 4

Unit Number 3A

Unit Number 3B

Unit Number 3C

Unit Number 3D

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

ATTEST:

Secretary

R. ALAN KING, a single person

AUGUST J. OTTO, JR.

MARY SUZANNE OTTO, husband and wife

SCOTT K. STOVER

DEBORAH A. STOVER, husband and wife

H. HALL TRICE, Trustee of the Harry Hall Trice Trust (an undivided 1/2 interest) and

J. DUDLEY TRICE

NANCY A. TRICE, husband and wife (an undivided 1/2 interest)

John C. Cartland  
JOHN C. CARTLAND, a single person

J. W. Storms  
J. W. STORMS

Frances R. Storms  
FRANCES R. STORMS, husband and wife

Lynn W. Martin

Ruth A. Martin, husband and wife

Robert S. McClelland, Jr.

Bette Black McClelland

2/2/83

Feb 2, 1983

FEB 2 1983

# Boone County, Missouri

## Unofficial Document

PROVISION

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

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
R. ALAN KING, a single person

Unit Number 1B

\_\_\_\_\_  
AUGUST J. OTTO, JR.

Unit Number 2A

\_\_\_\_\_  
MARY SUZANNE OTTO, husband and wife

\_\_\_\_\_  
SCOTT K. STOVER

Unit Number 2B

\_\_\_\_\_  
DEBORAH A. STOVER, husband and wife

\_\_\_\_\_  
H. HALL TRICE, Trustee of the Harry Hall Trice Trust (an undivided 1/2 interest) and

\_\_\_\_\_  
J. DUDLEY TRICE

Part of Lot 3 and Lot 4

\_\_\_\_\_  
NANCY A. TRICE, husband and wife (an undivided 1/2 interest)

1983  
\_\_\_\_\_  
JOHN C. CARTLAND, a single person

Unit Number 3A

1983  
\_\_\_\_\_  
J. W. STORMS

Unit Number 3B

1983  
\_\_\_\_\_  
FRANCES R. STORMS, husband and wife

\_\_\_\_\_  
LYNN W. MARTIN

Unit Number 3C

\_\_\_\_\_  
RUTH A. MARTIN, husband and wife

2 1983  
\_\_\_\_\_  
ROBERT S. McCLELLAND, JR.

Unit Number 3D

\_\_\_\_\_  
BETTE BLACK McCLELLAND, husband and wife

# Boone County, Missouri

## Unofficial Document

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

ATTEST:

Secretary

R. Alan King  
R. ALAN KING, a single person

Unit Number 1B

3-6-83

August J. Otto Jr.  
AUGUST J. OTTO, JR.

Unit Number 2A

Feb. 6-1983

Mary Suzanne Otto  
MARY SUZANNE OTTO, husband and wife

Scott K. Stover  
SCOTT K. STOVER

Unit Number 2B

FEB-5-83

Deborah A. Stover  
DEBORAH A. STOVER, husband and wife

H. HALL TRICE, Trustee of the Harry Hall Trice Trust (an undivided 1/2 interest) and

J. DUDLEY TRICE

Part of Lot 3 and Lot 4

NANCY A. TRICE, husband and wife (an undivided 1/2 interest)

JOHN C. CARTLAND, a single person

Unit Number 3A

J. W. STORMS

Unit Number 3B

FRANCES R. STORMS, husband and wife

LYNN W. MARTIN

Unit Number 3C

RUTH A. MARTIN, husband and wife

ROBERT S. McCLELLAND, JR.

Unit Number 3D

BETTE BLACK McCLELLAND, husband and wife

# Boone County, Missouri

## Unofficial Document

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

ATTEST:

Secretary

R. ALAN KING, a single person

AUGUST J. OTTO, JR.

MARY SUZANNE OTTO, husband and wife

SCOTT K. STOVER

DEBORAH A. STOVER, husband and wife

H. HALL TRICE, Trustee of the Harry Hall Trice Trust (an undivided 1/2 interest) and

J. DUDLEY TRICE

NANCY A. TRICE, husband and wife (an undivided 1/2 interest)

JOHN C. CARTLAND, a single person

J. W. STORMS

FRANCES R. STORMS, husband and wife

LYNN W. MARTIN

RUTH A. MARTIN, husband and wife

ROBERT S. McCLELLAND, JR.

BETTE BLACK McCLELLAND, husband and wife

Unit Number 1B

Unit Number 2A

Unit Number 2B

Part of Lot 3 and Lot 4 21.11.1983

Unit Number 3A

Unit Number 3B

Unit Number 3C

Unit Number 3D

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

JOHN RIDDICK MOTORS,

By: President

(CORPORATE SEAL)

ATTEST:

Secretary

DALE O. BOWLING

CAROL M. BOWLING, husband and wife

PINKNEY C. WALKER

SHEILA R. WALKER (former Butcher), husband and wife

WARREN D. WELLIVER

RUTH ROSE WELLIVER, wife of

JOHN RIDDICK MOTORS,

By: President

(CORPORATE SEAL)

ATTEST:

Secretary

JAMES L. CHAPEL

LORRAINE CHAPEL, wife of

FRANK E. WELLMAN

LUCILLE L. WELLMAN, wife of

# Boone County, Missouri

## Unofficial Document

ISION

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

JOHN RIDDICK MOTORS, INC.

By: \_\_\_\_\_  
President

(CORPORATE SEAL)

Lot 5

ATTEST:

Secretary

Dale O. Bowling  
DALE O. BOWLING

Unit Number 6A

2/8/83

Carol M. Bowling  
CAROL M. BOWLING, husband and wife

Pinkney C. Walker  
PINKNEY C. WALKER

Unit Number 6B

2-15-83

Sheila R. Walker  
SHEILA R. WALKER (formerly Sheila R. Butcher), husband and wife

1983

WARREN D. WELLIVER

Unit Number 6C

RUTH ROSE WELLIVER, husband and wife

JOHN RIDDICK MOTORS, INC.

By: \_\_\_\_\_  
President

(CORPORATE SEAL)

Unit Number 6D

ATTEST:

Secretary

James L. Chapel  
JAMES L. CHAPEL

Unit Number 7A

2/1/83

Lorraine L. Chapel  
LORRAINE CHAPEL, husband and wife

Frank E. Wellman  
FRANK E. WELLMAN

Unit Number 7B

2/2/83

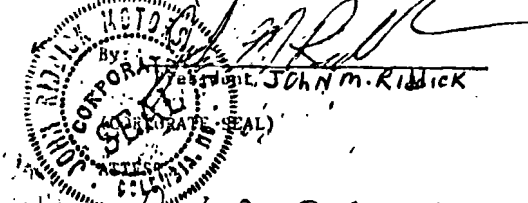
Lucille L. Wellman  
LUCILLE L. WELLMAN, husband and wife

# Boone County, Missouri

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

JOHN RIDDICK MOTORS, INC.



By: John M. Riddick  
President JOHN M. RIDDICK

David R. Martin  
Secretary DAVID R. MARTIN

Lot 5

DALE O. BOWLING

Unit Number 6A

CAROL M. BOWLING, husband and wife

PINKNEY C. WALKER

Unit Number 6B

SHEILA R. WALKER (formerly Sheila R. Butcher), husband and wife

WARREN D. WELLIVER

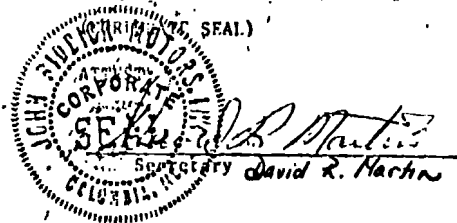
Unit Number 6C

RUTH ROSE WELLIVER, husband and wife

JOHN RIDDICK MOTORS, INC.

By: John Riddick  
President JOHN RIDDICK

Unit Number 6D



JAMES L. CHAPEL

Unit Number 7A

LORRAINE CHAPEL, husband and wife

FRANK E. WELLMAN

Unit Number 7B

LUCILLE L. WELLMAN, husband and wife

# Boone County, Missouri

## Unofficial Document

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

JOHN RIDDICK MOTORS, INC.

By: \_\_\_\_\_  
President

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
DALE O. BOWLING

\_\_\_\_\_  
CAROL M. BOWLING, husband and wife

\_\_\_\_\_  
PINKNEY C. WALKER

\_\_\_\_\_  
SHEILA R. WALKER (formerly Sheila R. Butcher), husband and wife

\_\_\_\_\_  
WARREN D. WELLIVER

\_\_\_\_\_  
RUTH ROSE WELLIVER, husband and wife

JOHN RIDDICK MOTORS, INC.

By: \_\_\_\_\_  
President

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
JAMES L. CHAFEL

\_\_\_\_\_  
LORRAINE CHAFEL, husband and wife

\_\_\_\_\_  
FRANK E. WELLMAN

\_\_\_\_\_  
LUCILLE L. WELLMAN, husband and wife

Lot 5

Unit Number 6A

Unit Number 6B

Unit Number 6C

Unit Number 6D

Unit Number 7A

Unit Number 7B

THIS CONTRACT AND THIS WHICH MAY BE ENFORCED BY

\_\_\_\_\_  
ERCELL L. MILLER

\_\_\_\_\_  
VIRGINIA S. MILLER, husba

\_\_\_\_\_  
JOHN B. HYATT

\_\_\_\_\_  
MARY A. HYATT, husband and

\_\_\_\_\_  
GLENN L. McELROY

\_\_\_\_\_  
MARY M. McELROY, husband

\_\_\_\_\_  
TEMPLE J. STEPHENS

\_\_\_\_\_  
FRANCES D. STEPHENS, husb.

\_\_\_\_\_  
JOHN M. NOWELL

\_\_\_\_\_  
BARBARA C. NOWELL, husband

\_\_\_\_\_  
BEN F. DOBYNS, the survivor of Mary H. Dobyne, deceased

\_\_\_\_\_  
HELEN G. DOBYNS, wife

\_\_\_\_\_  
WILLIAM DAVID BRADSHAW

\_\_\_\_\_  
DOROTHY L. BRADSHAW, husband

\_\_\_\_\_  
JOHN A. EPPLER JR.

\_\_\_\_\_  
JEANNE V. EPPLER, husband and

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

## Unofficial Document

### PROVISION

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

ERCELL L. MILLER

Unit Number 7C

VIRGINIA S. MILLER, husband and wife

JOHN B. HYATT

Unit Number 7D

MARY A. HYATT, husband and wife

Glenn L. McElroy  
GLENN L. McELROY

Unit Number 8A

Mary M. McElroy  
MARY M. McELROY, husband and wife

TEMPLE J. STEPHENS

Unit Number 8B

FRANCES D. STEPHENS, husband and wife

3, 1983

JOHN M. NOWELL

Unit Number 8C

BARBARA C. NOWELL, husband and wife

Ben F. Dobyne  
BEN F. DOBYNS, the surviving widower  
of Mary H. Dobyne, deceased

Unit Number 9A

3/4/83

Helen G. Dobyne  
HELEN G. DOBYNS, his wife

William David Bradshaw  
WILLIAM DAVID BRADSHAW

Unit Number 9B

2/8/83

Rorothy L. Bradshaw  
ROROTHY L. BRADSHAW, husband and wife

John A. Epple Jr.

Unit Number 9C

March 4, 1983

Jeanne V. Epple  
JEANNE V. EPPLE, husband and wife

~~Nora Dietzel, Recorder of Deeds~~

# Boone County, Missouri

## Unofficial Document

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

FRANK L. MILLER

Unit Number 7C

VIRGINIA S. MILLER, husband and wife

JOHN B. HYATT

Unit Number 7D

MARY A. HYATT, husband and wife

GILBERT I. McELROY

Unit Number 8A

MARY M. McELROY, husband and wife

TEMPLE J. STEPHENS

Unit Number 8B

FRANCIS D. STEPHENS, husband and wife

JOHN N. NOWELL

Unit Number 8C

BARBARA C. NOWELL, husband and wife

BEN F. DOBYNS, the surviving widower of Mary H. Dobyms, deceased

Unit Number 9A

DOBYNS, his wife

WILLIAM DAVID BRADSHAW

Unit Number 9B

DOROTHY L. BRADSHAW, husband and wife

JOHN A. EPPLE

Unit Number 9C

JEANNE V. EPPLE, husband and wife

# Boone County, Missouri

## Unofficial Document

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

*Erce L. Miller*  
ERCELL L. MILLER

Unit Number 7C

2/22/83

*Virginia S. Miller*  
VIRGINIA S. MILLER, husband and wife

*John B. Hyatt*  
JOHN B. HYATT

Unit Number 7D

2/6/83

*Mary A. Hyatt*  
MARY A. HYATT, husband and wife

*Glenn L. McElroy*  
GLENN L. McELROY

Unit Number 8A

1/30/83

*Mary M. McElroy*  
MARY M. McELROY, husband and wife

TEMPLE J. STEPHENS

Unit Number 8B

FRANCES D. STEPHENS, husband and wife

JOHN M. NOWELL

Unit Number 8C

BARBARA C. NOWELL, husband and wife

BEN F. DOBYNS, the surviving widower of Mary H. Dobyms, deceased

Unit Number 9A

DOBYNS, his wife

WILLIAM DAVID BRADSHAW

Unit Number 9B

DOROTHY L. BRADSHAW, husband and wife

JOHN A. EPPL

Unit Number 9C

JEANNE V. EPPL, husband and wife

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

CHARLES W. BLACKWELL

GLEND A. BLACKWELL, husband and wife

SALLY J. CHRIST-JANER

ARLAND F. CHRIST-JANER

GARTH S. RUSSELL

JANE D. RUSSELL, his wife

LEO RAY LANDHUIS, a single man

FRANCIS M. DAUGHERTY

A. FRANCIS DAUGHERTY, husband and wife

*Ralph L. Alexander*  
RALPH L. ALEXANDER

*Anne S. Alexander*  
ANNE S. ALEXANDER, husband and wife

THOMAS C. COLLINS, a single man

FREDERICK HENRY MICHEL

PHYLLIS MICHEL, husband and wife

ANDREW J. BASS, JR.

ANNE S. BASS, husband and wife

# Boone County, Missouri

## Unofficial Document

SION

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

83  
CHARLES W. BLACKWELL

Unit Number 9D

GLEND A. BLACKWELL, husband and wife

SALLY J. CHRIST-JANER

Unit Number 10A

ARLAND F. CHRIST-JANER, her husband

83  
GARTH S. RUSSELL

Unit Number 10B

JANE D. RUSSELL, his wife

LEO RAY LANDHUIS, a single person

Unit Number 10C

FRANCIS M. DAUGHERTY

Unit Number 10D

A. FRANCIS DAUGHERTY, husband and wife

Ralph L. Alexander  
RALPH L. ALEXANDER

Unit Number 11A

Anne S. Alexander  
ANNE S. ALEXANDER, husband and wife

1/3/83

THOMAS C. COLLINS, a single person

Unit Number 11B

FREDERICK HENRY MICHEL

Unit Number 11C

PHYLLIS MICHEL, husband and wife

ANDREW J. BASS, JR.

Unit Number 11D

ANNE S. BASS, husband and wife

# Boone County, Missouri

## Unofficial Document

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

CHARLES W. BLACKWELL

Unit Number 9D

GLEND A. BLACKWELL, husband and wife

SALLY J. CHRIST-JANER

Unit Number 10A

ARLAND F. CHRIST-JANER, her husband

GARTH S. RUSSELL

Unit Number 10B

JANE D. RUSSELL, his wife

LEO RAY LANDHUIS, a single person

Unit Number 10C

FRANCIS M. DAUGHERTY

Unit Number 10D

A. FRANCIS DAUGHERTY, husband and wife

RALPH L. ALEXANDER

Unit Number 11A

ANNE S. ALEXANDER, husband and wife

Thomas C. Collins

THOMAS C. COLLINS, a single person

Unit Number 11B

9 Feb. 83

FREDERICK HENRY MICHEL

Unit Number 11C

PHYLLIS MICHEL, husband and wife

Andrew J. Bass, Jr.

ANDREW J. BASS, JR.

Unit Number 11D

Anne S. Bass

ANNE S. BASS, husband and wife

Jan 30 1981

# Boone County, Missouri

## Unofficial Document

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

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

CHARLES W. BLACKWELL

CHARLES W. BLACKWELL

Unit Number 9D

GLEND A. BLACKWELL, husband and wife

GLEND A. BLACKWELL, husband and wife

*Sally J. Christ-Janer*  
SALLY J. CHRIST-JANER

SALLY J. CHRIST-JANER

Unit Number 10A

1-31-83

*Arland F. Christ-Janer*  
ARLAND F. CHRIST-JANER, her husband

ARLAND F. CHRIST-JANER

GARTH S. RUSSELL

*Garth S. Russell*  
GARTH S. RUSSELL

Unit Number 10B

JANE D. RUSSELL, his wife

*Jane D. Russell*  
JANE D. RUSSELL, his wife

LEO RAY LANDHUIS, a single person

*Leo Ray Landhuis*  
LEO RAY LANDHUIS

Unit Number 10C

FRANCIS M. DAUGHERTY

FRANCIS M. DAUGHERTY

Unit Number 10D

A. FRANCIS DAUGHERTY, husband and wife

A. FRANCIS DAUGHERTY, husband and wife

RALPH L. ALEXANDER

RALPH L. ALEXANDER

Unit Number 11A

ANNE S. ALEXANDER, husband and wife

ANNE S. ALEXANDER, husband and wife

THOMAS C. COLLINS, a single person

THOMAS C. COLLINS, a single person

Unit Number 11B

*Fredrick Henry Michel*  
FREDRICK HENRY MICHEL

FREDRICK HENRY MICHEL

Unit Number 11C

1-30-83

*Phyllis Michel*  
PHYLLIS MICHEL, husband and wife

PHYLLIS MICHEL, husband and wife

ANDREW J. BASS, JR.

ANDREW J. BASS, JR.

Unit Number 11D

ANNE S. BASS, husband and wife

ANNE S. BASS, husband and wife

# Boone County, Missouri

## Unofficial Document

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

CHARLES W. BLACKWELL

Unit Number 9D

GLEND A. BLACKWELL, husband and wife

SALLY J. CHRIST-JANER

Unit Number 10A

ARLAND F. CHRIST-JANER, her husband

*Earl S. Russell*  
EARL S. RUSSELL

Unit Number 10B

*Janet D. Russell*  
JANET D. RUSSELL, his wife

*Leo Ray Landhuis*  
LEO RAY LANDHUIS

*Charlotte K Landhuis*  
CHARLOTTE K. LANDHUIS, his wife

Unit Number 10C

FRANCIS M. DAUGHERTY

Unit Number 10D

A. FRANCIS DAUGHERTY, husband and wife

RALPH L. ALEXANDER

Unit Number 11A

ANNE S. ALEXANDER, husband and wife

THOMAS C. COLLINS, a single person

Unit Number 11B

FREDERICK HENRY MICHEL

Unit Number 11C

PHYLLIS MICHEL, husband and wife

ANDREW J. BASS, JR.

Unit Number 11D

ANNE S. BASS, husband and wife

# Boone County, Missouri

## Unofficial Document

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

CHARLES W. BLACKWELL

Unit Number 9D

GLEND A. BLACKWELL, husband and wife

SALLY J. CHRIST-JANER

Unit Number 10A

ARLAND F. CHRIST-JANER, her husband

GARTH S. RUSSELL

Unit Number 10B

JANE D. RUSSELL, his wife

LEO RAY LANDHUIS, a single person

Unit Number 10C

*Francis M. Daugherty*  
FRANCIS M. DAUGHERTY

Unit Number 10D

*A. Francis Daugherty*  
A. FRANCIS DAUGHERTY, husband and wife

2/5/93

RALPH L. ALEXANDER

Unit Number 11A

ANNE S. ALEXANDER, husband and wife

THOMAS C. COLLINS, a single person

Unit Number 11B

FREDERICK HENRY MICHEL

Unit Number 11C

PHYLLIS MICHEL, husband and wife

ANDREW J. BASS, JR.

Unit Number 11D

ANNE S. BASS, husband and wife

# Boone County, Missouri

## Unofficial Document

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

Charles W. Blackwell  
CHARLES W. BLACKWELL

Glenda E. Blackwell  
GLENDA E. BLACKWELL, husband and wife

SALLY J. CHRIST-JANER

ARLAND F. CHRIST-JANER, her husband

GARTH S. RUSSELL

JANE D. RUSSELL, his wife

LEO RAY LANDHUIS, a single person

FRANCIS M. DAUGHERTY

A. FRANCIS DAUGHERTY, husband and wife

RALPH L. ALEXANDER

ANNE S. ALEXANDER, husband and wife

THOMAS C. COLLINS, a single person

FREDERICK HENRY MICHEL

PHYLLIS MICHEL, husband and wife

ANDREW J. BASS, JR.

ANNE S. BASS, husband and wife

Unit Number 9D

Unit Number 10A

Unit Number 10B

Unit Number 10C

Unit Number 10D

Unit Number 11A

Unit Number 11B

Unit Number 11C

Unit Number 11D

2-8-83

THIS CONTRACT AND THIS DECLARATION MAY BE ENFORCED BY THE PARTIES.

John P. Hickcox  
JOHN P. HICKCOX

\_\_\_\_\_, husband

GENTRY ESTILL

SUSAN M. ESTILL, husband

Nora Diétzel, Recorder of Deeds

# Boone County, Missouri

## Unofficial Document

PROVISION

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

8-83

John P. Hickcox  
JOHN P. HICKCOX

Unit Number 2C

Feb. 4, 1983

\_\_\_\_\_, husband and wife

\_\_\_\_\_  
GENTRY ESTILL

Unit Numbers 16C and 16D \_\_\_\_\_

\_\_\_\_\_  
SUSAN M. ESTILL, husband and wife

# Boone County, Missouri

## Unofficial Document

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

WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1,  
a Not-for-Profit Corporation of the  
State of Missouri

By: Jeanne V. Eppele  
JEANNE V. EPPELE, President

(NO CORPORATE SEAL)

ATTEST:

Nancy Trice  
NANCY TRICE, Secretary

Owner of Common Units  
and Common Land and  
Common Areas contained  
within each of Lots 1,  
2, 3, 4, 6, 7, 8, 9, 10,  
11, 16 of WOODRAIL --  
PLAT 3, including, but not  
limited to (any Common Unit  
or Common Land in Lot 1),  
Common Unit 2D, Common Unit  
3E, Common Unit 6D, Common  
Unit 7-E, Common Unit 8D,  
Common Unit 9E, Common Unit  
10E, Common Unit 11E, Common  
Unit 16E, and any other  
Common Land, Common Areas,  
Commons and Common Units now  
now or hereafter contained  
within WOODRAIL -- PLAT 3

3-21-83

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF BOONE )

On this 31st day of March, 1983, before me personally appeared the following described persons to me known to be the persons who executed the above and foregoing Signature Pages for the Declaration, titled "ABROGATION, TERMINATION, NULLIFICATION AND RELEASE OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF NEW COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF WOODRAIL -- PLAT 3", dated January 3, 1983, who being by me first sworn, did state and acknowledge that they had executed the said Signature Pages and Declaration, and that they and each of them had executed the same as their free act and deed, and that all statements hereinabove set forth are true:

Fairway Meadows Corporation, Jack Daugherty/President, Cynthia L. Daugherty, Secretary

R. Alan King, a single person

August J. Otto, Jr. and Mary Suzanne Otto, husband and wife

Scott K. Stover and Deborah A. Stover, husband and wife

H. Hall Trice, Trustee of the Harry Hall Trice Trust

J. Dudley Trice and Nancy A. Trice, husband and wife

John C. Cartland, a single person

J. W. Storms and Frances R. Storms, husband and wife

Lynn W. Martin and Ruth A. Martin, husband and wife

Robert S. McClelland, Jr. and Bette Black McClelland, husband and wife

John Riddick Motors, Inc., John Riddick/President, David R. Martin, Secretary

Dale O. Bowling and Carol M. Bowling, husband and wife

Pinkney C. Walker and Sheila R. Walker, husband and wife

Nora Dietzel, Recorder of Deeds

# Unofficial Document

Woodruff Country Homes Association No. 1, Jeanne V. Epple/President, Nancy A. Trice/Secretary

On this 31st day of March, 1983, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Jack Daugherty, to me personally known, who being by me first duly sworn, did state and acknowledge that he was President of FAIRWAY MEADOWS CORPORATION, a Missouri corporation, that as such he had executed the foregoing instrument in his capacity as President; and that he had executed the

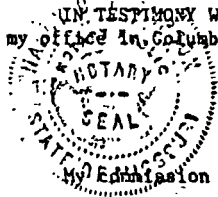
IN TESTIMONY WHEREOF  
my office in Columbia.  
NOTARY PUBLIC  
SEAL  
My commission expires

# Boone County, Missouri

## Unofficial Document

foregoing instrument in the name of and on behalf of such corporation by authority granted to him by such corporation's shareholders and Board of Directors; and that the foregoing instrument was executed as the free act and deed of said corporation.

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



Nancy B. Thompson  
Notary Public  
Nancy B. Thompson

My commission expires: 3/30/86

STATE OF MISSOURI )  
COUNTY OF BOONE ) ss.

On this 31st day of March, 1983, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JEANNE V. EPPLE, to me personally known, who being by me first duly sworn, did state and acknowledge that she was President of WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1, a Missouri corporation, that as such she had executed the foregoing instrument in his capacity as President; and that he had executed the foregoing instrument in the name of and on behalf of such corporation by authority granted to him by such corporation's shareholders and Board of Directors; and that the foregoing instrument was executed as the free act and deed of said corporation.

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



Nancy B. Thompson  
Notary Public  
Nancy B. Thompson

My commission expires: 3/30/86

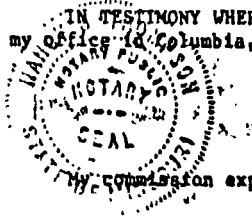
STATE OF MISSOURI )  
COUNTY OF BOONE ) ss.

by A. Trice/  
Secretary

official  
and year

On this 31st day of March, 1983, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared John Riddick, to me personally known, who being by me first duly sworn, did state and acknowledge that he was President of JOHN RIDDICK MOTORS, INC., a Missouri corporation, that as such he had executed the foregoing instrument in his capacity as President; and that he had executed the foregoing instrument in the name of and on behalf of such corporation by authority granted to him by such corporation's shareholders and Board of Directors; and that the foregoing instrument was executed as the free act and deed of said corporation.

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



Nancy B. Thompson  
Notary Public  
Nancy B. Thompson

My commission expires: 3/30/86

signed,  
appeared  
g by me  
FAIRWAY  
ted the  
ted the

# Boone County, Missouri

## Unofficial Document

No. .... NP-16457 .....



## STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

CORPORATION DIVISION

### Certificate of Incorporation A General Not For Profit Corporation

WHEREAS, duplicate originals of Articles of Incorporation of \_\_\_\_\_  
WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1

have been received and filed in the office of the Secretary of State, which Articles, in all respects, comply with the requirements of The General Not For Profit Corporation Law of Missouri:

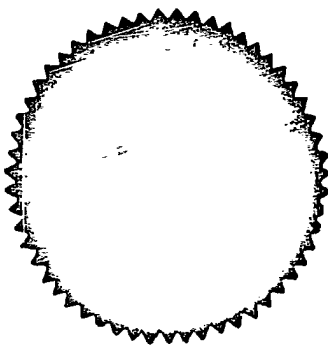
NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me, do hereby certify and declare \_\_\_\_\_  
WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1

a body corporate, duly organized this day; that it is entitled to all rights and privileges granted corporations organized under The General Not For Profit Corporation Law of Missouri; that the address of its initial Registered Office in Missouri is \_\_\_\_\_  
1301 Woodrail, Columbia, Missouri

and that its period of existence is perpetual

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 29th day of April, 1975

*James C. Kirkpatrick*  
Secretary of State



WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1

RECEIVED OF: \_\_\_\_\_  
TEN AND NO/100 ..... Dollars, \$ 10.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

NP-16457  
No. ....

*Dorothy Mae Miller*  
Deputy Collector of Revenue



Exhibit A

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

## Unofficial Document

### ARTICLES OF INCORPORATION OF A GENERAL NOT FOR PROFIT CORPORATION

HONORABLE JAMES C. KIRKPATRICK  
SECRETARY OF STATE  
STATE OF MISSOURI  
JEFFERSON CITY, MISSOURI 65101

We, the undersigned,

<u>Name</u>	<u>Number</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Robert R. Ruppert	3209	Skylark Drive	Columbia	Missouri
Helen Y. Ruppert	3209	Skylark Drive	Columbia	Missouri
B. Daniel Simon	1720	Ridgemont	Columbia	Missouri

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is: WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1.

2. The period of duration of the corporation is: perpetual.

3. The address of its initial Registered Office in the State of Missouri is: 1301 Woodrail, Columbia, Missouri, and the name of its initial Registered Agent at said address is: Robert R. Ruppert.

4. The first Board of Directors shall be five in number, which shall serve until the first annual meeting of the Corporation, their names and addresses being as follows:

<u>Name</u>	<u>Number</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Robert R. Ruppert	3209	Skylark Drive	Columbia	Missouri
Helen Y. Ruppert	3209	Skylark Drive	Columbia	Missouri
Francis M. Daugherty	2702	Bayonne Court	Columbia	Missouri
A. Frances Daugherty	2702	Bayonne Court	Columbia	Missouri
Opal G. John	3209	Skylark Drive	Columbia	Missouri

5. The purp

A. To a

in that Development 1  
Subdivision -- Plat B.  
rail Subdivision -- F

B. To i

construct, operate an  
all of which facilit  
the recreational purp

C. To i

made applicable to W.  
Declaration being wa.  
Corporation.

D. To i

Woodrail Subdivision  
members, the followi

(a)

other necessary util  
rail Subdivision --

(b)

of Woodrail Subdivis  
against loss or dama  
and malicious mischi

(c)

ation, its members a  
out of personal injur

(d)

firm to supervise an  
members;

(e)

lawns, and the maint  
part of Woodrail Sub  
removal, painting, c.

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

## Unofficial Document

- 2 -

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

A. To act as a Homeowners Association for Unit Owners and Homeowners in that Development located in Columbia, Boone County, Missouri, known as Woodrail Subdivision -- Plat 3, which Development is located on Lots 6, 7, 8 and 9 of Woodrail Subdivision -- Plat 2.

B. To purchase, lease, rent or otherwise acquire, real estate and to construct, operate and maintain swimming pools and all types of recreational facilities, all of which facilities shall not be used for profit, but shall be made available for the recreational pursuits of the Association's members;

C. To enforce those covenants and restrictions as to use and occupancy made applicable to Woodrail Subdivision -- Plat 3, by the Declaration thereof, such Declaration being made by a Declaration by Woodrail Development Company, a Missouri Corporation.

D. To provide, for the benefit of all Unit Owners and residents in Woodrail Subdivision -- Plat 3, and to pay for out of the assessments received from members, the following:

(a) Water, sewer, waste removal, electricity and telephone and other necessary utility services for the Common Areas and Common Elements of Woodrail Subdivision -- Plat 3;

(b) The obtaining and maintaining of insurance on the Common Areas of Woodrail Subdivision -- Plat 3 and all facilities located therein and thereon, against loss or damage by fire, lightning, wind storm, hail, explosion, vandalism and malicious mischief, and all other hazards;

(c) To obtain and maintain policy or policies insuring the Corporation, its members and its Board of Directors against liability to persons arising out of personal injury or property damages;

(d) To retain the services of a professional manager or management firm to supervise and carry on the affairs of the Corporation for the benefit of its members;

(e) To provide for the cutting of grass, the maintaining of all lawns, and the maintaining of all streets, driveways and parking areas which are a part of Woodrail Subdivision--Plat 3, and for the landscaping, gardening, snow removal, painting, cleaning, tuckpointing, other maintenance, decorating, repair

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

## Unofficial Document

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and replacement for the Common Elements of Woodrail Subdivision -- Plat 3 and for all improvements and lawns located in Woodrail Subdivision -- Plat 3 outside of the buildings and of the exteriors of all buildings and improvements located in Woodrail Subdivision -- Plat 3;

(f) To obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Corporation is required to secure or pay for pursuant to the terms of the Declaration of Woodrail Subdivision -- Plat 3 referred to above;

(g) To pay any amount necessary to discharge any mechanics' liens or other encumbrances levied against all or any portion of Woodrail Subdivision -- Plat 3 or any part thereof which, in the opinion of the Corporation's Board of Directors, constitutes a lien against the property or against the Common Elements of Woodrail Subdivision -- Plat 3, rather than merely against the interests of a particular Unit Owner;

(h) To provide for the payment of taxes and assessments, general and special, levied against or by reason of the Common Areas and the Common Elements of Woodrail Subdivision -- Plat 3;

(i) To provide such maintenance services, repair services and upkeep services as are required by the Corporation by the Declaration of Woodrail Subdivision -- Plat 3 referred to above;

(j) To perform such other duties, functions and services as are described in such Declaration.

E. To establish rules and regulations for the government and administration of Woodrail Subdivision -- Plat 3;

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

G. To provide facilities for the social and cultural pursuits of the residents of Woodrail Subdivision -- Plat 3;

H. To encourage and provide facilities for the athletic, recreational, social and cultural pursuits of residents of Woodrail Subdivision -- Plat 3;

I. To borrow money for the purpose of carrying out the purposes of the Corporation, and when necessary for borrowing such money, to furnish in

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

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connection with such borrowing, mortgages, liens and security interests upon and in the Corporation's assets;

J. In no case to conduct or carry on an active business for profit;

K. In no case to engage in lobbying or political activities of any kind or nature whatsoever or to support political activities of any kind or nature whatsoever;

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

M. To own, manage, operate and maintain the Common Elements of Woodrail Subdivision -- Plat 3.

6. This Corporation shall not be used for either business or political purposes, or for pecuniary gain or profit of any of its members, or to finance the political purposes or business activities of any of its members.

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

8. The voting rights and powers of the members of the Corporation shall be as established by the Declaration described above. Such Declaration is dated the 14th day of February, 1975, and appears in Record Book 422 at Page 72 of the Records of Boone County, Missouri. Such Declaration is incorporated herein by reference the same as though fully set out herein. Unless it is plainly evidenced from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration. The word "Declaration", as used herein, shall be deemed to mean the Declaration of Covenants, Conditions, Reservations, Easements, and Restrictions of Woodrail Subdivision -- Plat 3 described in this paragraph.

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

10. No substance in the carrying on of projects not affecting Woodrail Subdivision (or its subdivisions) participate in or intervene in any political campaign;

11. If the Corporation is dissolved pursuant to the laws of Missouri in the process of dissolution,

A. All liabilities shall be satisfied and discharged;

B. Assets shall be transferred or conveyance shall be returned, transferred,

C. Assets shall be transferred or conveyance educational or similar transfer or conveyance conveyed to one or more other organizations or educational or similar provided by the laws of Missouri;

D. Any remaining Class A members of the membership; provided, they shall be notified of the same at least thirty (30) days

STATE OF MISSOURI )  
COUNTY OF BOONE )

I, Martha F.

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# Boone County, Missouri

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10. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation not affecting Woodrail Subdivision -- Plat 3, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

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

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

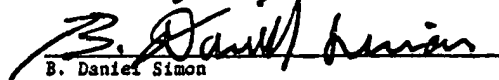
B. Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;

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

D. Any remaining assets shall be distributed, in equal shares, to the Class A members of the Corporation, there being one such share for each Class A membership; provided, however, that the Attorney General of the State of Missouri shall be notified of the intention to so distribute such assets, in writing, at least thirty (30) days prior to such distribution.

  
Robert A. Ruppert

  
Helen Y. Ruppert

  
B. Daniel Simon

STATE OF MISSOURI )  
                          ) ss  
COUNTY OF BOONE )

I, Martha E. Schach, a Notary Public, do hereby certify that on

~~Nora Dietzel, Recorder of Deeds~~

## Unofficial Document

the 28th day of April, 1975, personally appeared before me Robert R. Ruppert, Helen V. Ruppert and B. Daniel Simon, to me personally known, who being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements contained therein are true, to their best knowledge and belief.

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

*Martha E. Schach*  
Notary Public Martha E. Schach

My commission expires: October 10, 1977

FILED AND CERTIFICATE OF  
INCORPORATION ISSUED

APR 29 1975

*James E. Schach*  
Corporation Clerk, SECRETARY OF STATE

## BY-LAWS

OF

WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1,  
A Not-for-Profit Corporation of the State of Missouri

## ARTICLE I

Name and Location

The name of the corporation (which may be hereinafter referred to as "the Association," and which is referred to in the Declaration as the "Association") shall be WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1, hereinafter referred to as "the Association". The principal office of the Association shall be located within Woodrail Subdivision -- Plat 3, as shown by plat recorded in Plat Book 11 at Page 104 of the Records of Boone County, Missouri, at such location therein as the Association's Board of Directors shall from time to time designate, or at such other location as the Association's Board of Directors shall from time to time designate.

## ARTICLE II

Definitions

The following terms shall have the following meanings when used in these By-Laws:

## Section 1.

General Definitions. "Declaration" means the Abrogation, Termination, Nullification and Release of Covenants, Conditions, Reservations and Restrictions and Declaration of New Covenants, Conditions, Reservations, Easements and Restrictions of Woodrail Subdivision -- Plat 3, dated the 3rd day of January, 1983, and recorded in Book      at Page      in the Records of Boone County, Missouri. "Board" means the Board of Directors of the Association described in the Declaration, and the Board of Directors of the Corporation, for which these Bylaws are adopted. The terms "Board," and "Board of Directors," as used in these Bylaws, shall be synonymous, meaning one and the same Board, such Board being the Board of Directors of the Association (the Corporation formed hereby).

## Section 2.

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

Exhibit B

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ARTICLE III

Membership in the Association

There shall be two (2) classes of membership in the Association, Class A and B. The qualifications for membership, and the requirements of membership, and the identities of Class A members and Class B members shall be as specified in ARTICLE IX of the Declaration. Class B memberships shall exist for the period of time specified in ARTICLE IX of the Declaration. Upon the termination of Class B voting rights, Class B members shall continue as Class A members as to each Unit in which they hold an interest required for Class A membership under the terms of ARTICLE IX of the Declaration. Class B members shall also be Class A members as to all Units with respect to which they own the interest required for Class A membership.

ARTICLE IV

Voting Rights

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

ARTICLE V

Membership Meetings

- Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at the Country Club of Missouri in Columbia, Missouri or at such other suitable place convenient to the membership as may be designated by the Board of Directors.
- Section 2. Annual Meetings. The annual meetings of the members of the Association shall be held within One Hundred Eighty (180) days following the close of each calendar year, at such time and place as the Board of Directors shall determine.
- Section 3. Special Meetings. Special meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the Association's Articles of Incorporation, or by the terms of these By-Laws, require the approval of some or all of the members, or for any other reasonable purpose. Said meeting shall be called by a written notice, authorized by a majority of the Board of Directors, or upon a petition signed by twenty percent (20%) of

the Class A members) of Association's state the time thereof. No except as stated (4/5) of the by proxy.

Section 4.

Notice of Meeting. Declaration as provided, written meeting of the Association to be at least ten (10) days before the meeting, addresses as Association, upon the member either such a notice shall be given for the purpose or purpose annual or special members file a such notice. notice as provided such officer as

Section 5.

Waiver of Notice. meeting, either whether such a member at an a waiver by a member attending transaction of

Section 6.

Quorum and Voting. members of the proxy, shall be at all meetings required for the Declaration. Declaration, or or by law, the majority vote is not present may adjourn the than forty-eight was called, at which time the (1/2). No notice

# Boone County, Missouri

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### ARTICLE III

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There shall be two (2) classes of membership in the Association, Class A and B. The qualifications for membership, and the requirements of membership, and the identities of Class A members and Class B members shall be as specified in ARTICLE IX of the Declaration. Class B memberships shall exist for the period of time specified in ARTICLE IX of the Declaration. Upon the termination of Class B voting rights, Class B members shall continue as Class A members as to each Unit in which they hold an interest required for Class A membership under the terms of ARTICLE IX of the Declaration. Class B members shall also be Class A members as to all Units with respect to which they own the interest required for Class A membership.

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the Class A Members) or Association state the thereof. No except as st (4/5) of the by proxy.

#### Section 4.

Notice of Declaration provided, w meeting of t Association : at least ten the meeting, addresses a Association. upon the mer either such notice shall purpose or p annual or s members file such notice. notice as pr such officer

#### Section 5.

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#### Section 6.

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# Boone County, Missouri

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the Class A or all of the Class B Members (if there are Class B Members) of the Association having been presented to the Association's Secretary. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members of each class present, either in person or by proxy.

### Section 4.

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

### Section 5.

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

### Section 6.

Quorum and Voting. The presence of thirty percent (30%) of the members of the Association of each class, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these Bylaws or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the majority vote of the members present of each class. If a quorum is not present, a majority of the members of each class present may adjourn the meeting to another date and time of not less than forty-eight (48) hours from the time the original meeting was called, unless otherwise required by the Declaration, at which time the quorum requirement shall be reduced by one-half (1/2). No notice of such date and time shall be required.

# Boone County, Missouri

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

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

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

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of inspectors in election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

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

### ARTICLE VI

#### Directors

**Section 1.** Number and Classification. The Board of Directors of the Association shall consist of five (5) directors, so long as Class B voting rights are in existence. Beginning as of the first annual meeting of the Corporation which next follows the date when Class B voting rights have ceased to exist, and continuing thereafter for the entire duration of the Corporation, the Board of Directors of the Association shall consist of three (3) directors. During such time as there are Class B voting rights in existence, three (3) of such Directors shall be natural persons (who need not be Unit Owners) elected by the Class B Members, and two (2) of such Directors shall be Unit Owners (or persons owning an ownership interest in Units), other than any Class B member or their designees, elected by the Class A members. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3) natural persons, who shall be Unit Owners or Owners of ownership

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interests in Units, elected by the members of the Association. Until Class B voting rights are terminated, all Directors shall be elected at the annual meeting of the Association's Board of Directors, and shall serve for one (1) year, and such additional time as is required for the due election and qualification of their successors. The provisions of this Section 1 to the contrary notwithstanding, the members of the Board of Directors of Woodrill Country Homes Association No. 1, that corporation formed pursuant to Certificate of Incorporation issued by the Secretary of State of the State of Missouri on April 29, 1975 (i.e. the Board of Directors serving on the date of the adoption of these Bylaws) shall automatically continue to serve as members of the Board of Directors of the Association, until their successors are duly elected and qualified.

**Section 2.** Nominating Procedure. Persons to stand for election as members of the Board of Directors shall be nominated from the floor at the annual meeting of the members.

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

**Section 4.** Management. The Board of Directors shall, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association, a professional manager, management firm or managing agent, at a rate of compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified by ARTICLE VI AND IX of the Declaration. The employment of such a manager, management firm or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect. Notwithstanding anything to the contrary hereinabove set forth in this Section 4, the Association or its Board of Directors shall not delegate any of its responsibilities for a term extending beyond the termination of Class B voting rights, prior to the conclusion of Class B voting

rights, and voting rights management Class B terminable

**Section 5.** Term of Office. The term of office of the Association's Board of Directors shall be three (3) years, and shall be fixed at the term of office of the Board of Directors. The Board of Directors shall hold their office until their successors are elected and qualified.

**Section 6.** Termination. The term of office of the Board of Directors shall be terminated by the Board of Directors or by the Association's Board of Directors.

**Section 7.** Compensation. The Board of Directors shall determine the compensation of the Board of Directors.

**Section 8.** Organization. The Board of Directors shall be organized at such time and place as the Board of Directors shall determine.

**Section 9.** Regular Meetings. The Board of Directors shall hold regular meetings at such time and place as the Board of Directors shall determine.

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rights, and shall not, prior to the termination of such Class B voting rights, employ any professional manager, managing agent or management firm for a term extending beyond the termination of Class B voting rights. Any management agreement shall be terminable by the Association on six (6) months notice.

### Section 5.

Term of Office. So long as there are Class B voting rights in the Association, all Directors shall be elected at the annual meeting of the members. The term of the present Board of Directors of the Association, shall expire when their successors have been elected at the first annual meeting of the members held after the adoption of these Bylaws. Beginning with the first annual meeting of the members of the Association, which is held after the termination of Class B voting rights, the Board of Directors shall be reduced to three (3) and all three (3) directors shall be elected, with the term of office of the Director receiving the greatest number of votes being fixed at three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two (2) years, and the term of office of the remaining Director shall be fixed at one (1) year. Thereafter, at the expiration of the each term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

### Section 6.

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

### Section 7.

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

### Section 8.

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

### Section 9.

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

# Boone County, Missouri

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- Section 10.** Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.
- Section 11.** Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.
- Section 12.** Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- Section 13.** Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.
- Section 14.** Fidelity Bonds and Officers and Directors Insurance. The Board of Directors shall, if it in its discretion deems it appropriate to do so, require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds and may purchase officers and Directors liability insurance. The premiums on such bonds and insurance shall be paid by the Association.
- Section 15.** Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Condominium and of the Association and may do all such acts and things as are not by law, or by the Declaration or by these By-Laws, directed to be exercised and done by the members of the Association or by the Unit Owners. The property, funds and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not reserved by these Bylaws or by the Declaration or Articles of Incorporation to the members of the Association or

# Boone County, Missouri

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the Unit Owners. The Association's Board of Directors shall have the authority to employ, discharge and determine the compensation of such management personnel, management firm, managing agent, professional management and employees as in its opinion are needed to do the work of the Association; provided, however, that so long as Class B voting rights are in existence the Directors shall not delegate responsibilities, or employ managing agents or a management firm, except within those limitations specified by Section 4 of this Article.

### ARTICLE VII

#### Officers

- Section 1.** Number. The officers of the Board and the Association shall consist of a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may, if it in its sole and absolute discretion determines appropriate, also choose and appoint one or more additional Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time. Any offices may be filled by the same person. Such officers shall be selected by the Board of Directors at the organizational meeting of the Board of Directors following the annual meeting of the members of the Association.
- Section 2.** Term. The officers shall hold office at the pleasure of the Board of Directors, for a period of one (1) year from the date of their respective elections, and until their successors are duly elected and qualified.
- Section 3.** Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

### ARTICLE VIII

#### Duties of Officers

- Section 1.** General Powers. The officers shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these By-Laws, or by resolution of the Board of Directors.
- Section 2.** President. The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He shall sign all notes, agreements, conveyances or

other instruments on behalf of the Association and its committees to assist in the management of the Association.

- Section 3.** Vice President. The Vice President shall be elected by the Board of Directors and shall be absent and the President shall be a member of the Board of Directors from time to time.

- Section 4.** Secretary. The Secretary shall be elected by the Board of Directors and shall be a member of the Board of Directors. His duties shall include keeping the records of the Association, the Association's books and records, and the minutes of the meetings of the Board of Directors.

- Section 5.** Treasurer. The Treasurer shall be elected by the Board of Directors and shall be a member of the Board of Directors. His duties shall include keeping the Association's funds, receiving and disbursing funds, and being responsible for the effects in the depositories of the Association.

- Section 6.** Assistant Secretary. The Assistant Secretary shall be elected by the Board of Directors and shall be a member of the Board of Directors. His duties shall include keeping the records of the Association, the Association's books and records, and the minutes of the meetings of the Board of Directors.

- Section 7.** Assistant Treasurer. The Assistant Treasurer shall be elected by the Board of Directors and shall be a member of the Board of Directors. His duties shall include keeping the Association's funds, receiving and disbursing funds, and being responsible for the effects in the depositories of the Association.

- Section 8.** Compensation. The compensation of the officers shall be determined by the Board of Directors. The compensation of the officers shall be paid out of the funds of the Association.

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

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

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

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

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

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

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

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### ARTICLE IX

#### Liability and Indemnification Of Officers and Directors

**Section 1.** Liability and Indemnification of Officers and Directors. The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Development (except to the extent that such officers or directors may also be Owners of Units) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or directors of the Association may be entitled.

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

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

# Boone County, Missouri

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

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

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

### ARTICLE X

#### Management

- Section 1.** Management. The Association, by and through its Board of Directors, shall enforce the provisions of the Declaration and of these Bylaws, and shall perform all duties and obligations conferred upon the Association by the Declaration, and shall have all powers, privileges, powers and discretions conferred upon the Association by the Declaration, and shall pay out of the Maintenance Fund, established by the Declaration, for those articles, items, duties and services to be supplied and performed by the Association through the use of such funds under the terms of the Declaration.
- Section 2.** Manager or Managing Agent. The Association, by and through its Board of Directors, may delegate any of its duties, powers or functions to a manager or managing agent, provided that such delegation shall be revocable upon no more than six (6) months written notice. The Association, and its officers, and its Board of Directors shall not be liable for any omission or improper exercise by the manager or managing agent of any such duty, power or function so delegated. Notwithstanding anything to the contrary set forth in this Section 2, so long as Class B voting rights are in existence, the Association shall not employ any professional manager, for a term extending beyond the termination of Class B voting rights, and shall not delegate any of its responsibilities for a term extending beyond the termination of Class B voting rights.
- Section 3.** Duties to Maintain. The Association, shall have the duty and obligation to perform the repairs and maintenance imposed upon the Association and/or the Board of Managers by the Declaration.

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

### Section 4.

Access at Reasonable Times. For the purposes of discharging its duties and responsibilities as provided by these By-Laws and the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents, Directors or employees, shall have the right, after reasonable efforts to give notice to the Unit Owner, to enter into any Unit or any Apartment at any hour considered to be reasonable under the circumstances.

### Section 5.

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

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### ARTICLE XI

#### Assessments

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

### ARTICLE XII

#### Financial Management

- Section 1.** Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.
- Section 2.** Books and Accounts. Books and accounts for all funds collected by the Association shall be kept under the direction of the Treasurer, in accordance with good bookkeeping principals consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the funds collected and the administration of such funds.
- Section 3.** Auditing. Upon request by a majority of the Board of Directors of the Association, any Treasurer or Assistant Treasurer of the Association, whether present or past, shall submit his or her books and records for audit by an independent Certified Public Accountant, retained by the Association at its expense, whose report shall be prepared and certified in accordance with generally accepted auditing principles. In lieu of any such audit by an independent Certified Public Accountant, the Association's Board of Directors may appoint an "audit committee." Such audit committee shall consist of one (1) director and two (2) Class A members of the Association, who are not a members of the Board of Directors. If an audit committee is used, then the books and records shall be audited by such audit committee, which shall report to the Association's Board of Directors and its members.
- Section 4.** Inspection of Books. The books and accounts of the Association, or of the Treasurer or any Assistant Treasurer thereof, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.
- Section 5.** Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be

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executed on behalf of the Association by either the President or Vice President and by the Secretary, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

### Section 6.

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

### ARTICLE XIII

#### Insurance

The Association's Board of Directors and the Unit Owners shall be responsible for obtaining and maintaining the casualty or physical damage insurance, and the public liability and worker's compensation insurance to be obtained by the Association and Unit Owners pursuant to the provisions of the Declaration. Insurance obtained by the Association's Board of Directors and the Unit Owners under the terms of the Declaration, and the proceeds therefrom, shall be subject to those terms and provisions dealing with insurance set forth in the Declaration. In addition to the other requirements placed upon the policies of insurance by the Declaration, all insurance policies obtained by the Association's Board of Directors and the Unit Owners, shall, to the extent practicable, satisfy the following requirements:

(a) The insurance coverage obtained and maintained pursuant to the requirements of the Declaration shall not be brought into contribution with insurance purchased by the Owners of the Units, or their mortgagees, as permitted by the Declaration, and any "no other insurance" or similar clause in any policy obtained by the Association or its Board of Directors or the Unit Owners pursuant to the requirements of the Declaration shall exclude such policies from consideration.

(b) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds and loss payees named thereon, including any and all mortgagees of the Units and buildings.

# Boone County, Missouri

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(c) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making cash settlement, such option shall not be exercisable without the prior written approval of the Association's Board of Directors, or when in conflict with the provisions of the Declaration or these By-Laws.

(d) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Association's Board of Directors, and any Unit Owner.

### ARTICLE XIV

#### Amendment

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

### ARTICLE XV

#### Conflict With The Declaration

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

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

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- Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws or the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- Section 4. Captions. The captions contained in these By-Laws are for convenience only and are a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.
- Section 5. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Adopted as the By-Laws of WOODRAIL COUNTRY HOMES ASSOCIATION NO. 1, effective the \_\_\_\_ day of \_\_\_\_\_, 198\_\_ (same being attached to the Declaration, which was approved by the members of the Association on such date, and which has been recorded in the Real Estate Records of Boone County, Missouri, as described above - the Bylaws there being approved by all members).

\_\_\_\_\_  
Secretary of the Association



State of Missouri }  
County of Boone } Sec.

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 6th day of April, 1983, at 10:15 minutes A.M. and is truly recorded in Book 497... Page 610....

Witness my hand and official seal on the day and year aforesaid.

Bettie Johnson, Recorder  
by Bea Pool Deputy  
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